

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405326

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|---|--|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SMART MODULAR TECHNOLOGIES, INC. | | 11/10/2016 | Corporation: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | BARCLAYS BANK PLC, AS ADMINISTRATIVE AGENT | | |
| Street Address: | 745 SEVENTH AVENUE | | |
| City: | NEW YORK | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10019 | | |
| Entity Type: | BANK: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1907151 | SMART | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8668265420 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 301-638-0511 | | |
| Email: | penelope@ipresearchplus.com | | |
| Correspondent Name: | Corporation Service Company | | |
| Address Line 1: | 1090 Vermont Avenue, Ste 430 | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| ATTORNEY DOCKET NUMBER: | cos1-41468 | | |
| NAME OF SUBMITTER: | Penelope J.A. Agodoa | | |
| SIGNATURE: | /pja/ | | |
| DATE SIGNED: | 11/12/2016 | | |
| Total Attachments: 4 | | | |
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OP \$40.00 1907151

TRADEMARK SECURITY AGREEMENT dated as of November 10, 2016 (this "Agreement"), among Smart Modular Technologies, Inc. (the "Grantor") and Barclays Bank PLC, as administrative agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement dated as of August 26, 2011 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among SMART Worldwide Holdings, Inc., a Cayman Islands exempted company ("Holdings"), SMART Modular Technologies (Global), Inc., a Cayman Islands exempted company (the "Parent Borrower"), SMART Modular Technologies, Inc., a California corporation (the "Co-Borrower" and together with the Parent Borrower, the "Borrowers" and each a "Borrower"), the lenders from time to time party thereto (the "Lenders") and the Administrative Agent and (b) the Collateral Agreement dated as of August 26, 2011 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrowers, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the "Trademark Collateral").

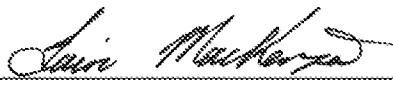
SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

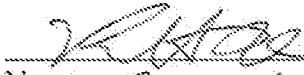
SMART MODULAR TECHNOLOGIES, INC.

By: 
Name: Iain MacKenzie
Title: President and CEO

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005920 FRAME: 0201

BARCLAYS BANK PLC, as Administrative Agent

By: 
Name: Robert Chen
Title: Managing Director

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005920 FRAME: 0202

Schedule I

| | Owner | Trademark | Serial No. Filing Date | Reg. No. Reg. Date | Status |
|----|-------------------------------------|-----------|---------------------------|-----------------------|----------------------|
| 1. | Smart Modular Technologies, Inc. | SMART | 74485017 01/31/1994 | 1907151 07/25/1995 | Renewal on 7/28/2015 |