

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417931

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QLogic Corporation		02/28/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 S. Dearborn, Floor L-2		
Internal Address:	CB Collateral Services		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2526203	SANBOX	
Registration Number:	2999038	CQC QLOGIC	
Registration Number:	3046817	CQC	
Registration Number:	3413021	SANDOCTOR	
Registration Number:	3717153	NETWORKING UNIVERSITY	
Registration Number:	3959846	QCONVERGECONSOLE	
Registration Number:	4376845	VMFLEX	
Registration Number:	4206685	CONVERGEFLEX	
Registration Number:	4206686	FLEXOFFLOAD	
Registration Number:	4829621	FABRICCACHE	
Registration Number:	4258942	ANYIO	
Registration Number:	5050508	FASTLINQ	
Registration Number:	2500569	QLOGIC	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		

OP \$340.00 2526203

Email: Michael.Violet@wolterskluwer.com
Correspondent Name: Michael Violet
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 03/01/2017

Total Attachments: 7

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Trademark Security Agreement

This **Trademark Security Agreement** dated as of February 28, 2017 made by QLogic Corporation, a Delaware corporation, as pledgor (in such capacity and together with any successors in such capacity, the "Pledgor"), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as Collateral Agent pursuant to the Credit Agreement (as defined in the Security Agreement), as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement, dated as of August 16, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions thereof, the "Security Agreement") made in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all Secured Obligations, the Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties, a lien on and security interest in all of the right, title and interest of the Pledgor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, the "Trademark Collateral"):

(a) all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locators (URL's), domain names, corporate names, brand names, trade names and other identifiers of source or goodwill of the Pledgor now or hereafter, owned, filed or acquired by, or assigned to, the Pledgor, including any of the foregoing listed on Schedule I attached hereto, whether registered or unregistered, and all registrations and applications for the foregoing (whether statutory or common law and whether applied for or registered in the United States or any other country or any political subdivision thereof), together with any and all (i) rights and privileges arising under applicable law with respect to the foregoing and all rights corresponding thereto throughout the world, (ii) extensions and renewals thereof and amendments thereto, (iii) goodwill associated with any of the foregoing and (iv) rights to sue for past, present and future infringements, dilutions or violations thereof; and

(b) all Proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) and (b) above or otherwise set forth in this Trademark Security Agreement, the security interest created by this Trademark Security Agreement shall not extend to, and the term "Trademark Collateral" shall not include, any Excluded Property (including, for the avoidance of doubt, any trademark application filed on the basis of an intent-to-use such trademark prior to the filing with and acceptance by the United States Patent and Trademark Office of a "Statement of Use" or "Amendment to Allege Use" with respect thereto pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.), to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law).

SECTION 3. Security Agreement. The lien and security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the lien and security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement and at the other times required by Section 9.15 of the Credit Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement, all at the Pledgor's sole cost and expense.

SECTION 5. Counterparts. This Trademark Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument. Delivery of any executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law; Consent to Jurisdiction and Service of Process; Waiver of Jury Trial. Sections 9.09 and 9.10 of the Credit Agreement are incorporated herein, mutatis mutandis, as if a part hereof.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor and the Collateral Agent have caused this Trademark Security Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

QLOGIC CORPORATION,
as Pledgor

By: 
Name: Jonathan Belli
Title: Assistant Secretary

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Pledgor and the Collateral Agent have caused this Trademark Security Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

QLOGIC CORPORATION,
as Pledgor

By: _____
Name:
Title:

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By:  _____
Name:
Title: Timothy D. Lee
Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
UNITED STATES TRADEMARK REGISTRATIONS AND UNITED STATES
TRADEMARK APPLICATIONS

United States Trademark Registrations:


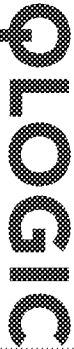
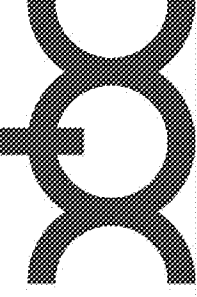
OWNER	REGISTRATION NUMBER	TRADEMARK
Attached.		

United States Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
None.		

QLOGIC PENDING/REGISTERED US TRADEMARK STATUS REPORT

Jan 31, 2017 1:00:54 AM

FILE NUMBER	IMAGE	MARK / TITLE	SERIAL NUMBER	DATE FILED	REGISTRATION NUMBER	REGISTRATION DATE	STATUS
130.0339US1		SANBOX	75561887	Sep 30, 1998	2526203	Jan 1, 2002	Registered
QLOGIC07TM US		QLOGIC STYLIZED	78298796	Sep 10, 2003	2999038	Sep 20, 2005	Registered
QLOGIC08TM US		QLOGO	78306026	Sep 26, 2003	3046817	Jan 17, 2006	Registered
QLOGIC16TM US		SANDOCTOR	78780308	Dec 23, 2005	3413021	Apr 15, 2008	Registered
QLOGIC29TM US		NETWORKING UNIVERSITY	77773880	Jul 2, 2009	3717153	Nov 24, 2009	Registered
QLOGIC31TM US		QCONVERGECONSOL	85080843	Jul 8, 2010	3959846	May 10, 2011	Registered
QLOGIC33TM US		VMflex	85184029	Nov 23, 2010	4376845	Jul 30, 2013	Registered
QLOGIC34TM US		ConvergeFlex	85184039	Nov 23, 2010	4206685	Sep 11, 2012	Registered
QLOGIC36TM US		FlexOffice	85184059	Nov 23, 2010	4206686	Sep 11, 2012	Registered
QLOGIC41TM US		FabricCache	85799191	Dec 10, 2012	4829621	Oct 13, 2015	Registered
QLOGIC42TM US		ANYIO	85460515	Oct 31, 2011	4258942	Dec 11, 2012	Registered
QLOGIC46TM US		FASTLINE	86521305	Feb 2, 2015	5050508	Sep 27, 2016	Registered
QLOGIC130T		QLOGIC	74382368	Apr 26, 1993	2500569	Oct 23, 2001	Registered

13 results displayed

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

QLogic Corporation

- Individual(s)
- Partnership
- Corporation- State: DE
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) February 28, 2017

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A., as Collateral Agent

Street Address: CB Collateral Services,
10 S. Dearborn, Floor L-2

City: Chicago

State: Illinois

Country: USA Zip: 60603

- Individual(s) Citizenship
- Association Citizenship USA
- Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address:

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number:

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature:

Elaine Carrera
Signature

March 1, 2017

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 005999 FRAME: 0791

RECORDED: 03/01/2017