

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520962

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TEGILE SYSTEMS, INC.		09/15/2017	Corporation:
RECEIVING PARTY DATA			
Name:	HGST, INC.		
Street Address:	5601 Great Oaks Parkway		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95119		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86400865	INTELLIFLASH	
Registration Number:	4477209	ZEBI	
Registration Number:	4517223	TEGILE	
Registration Number:	5272420	INTELLIPAY	
CORRESPONDENCE DATA			
Fax Number:	4087179883		
<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>			
Email:	tmdocket@wdc.com		
Correspondent Name:	Western Digital Technologies, Inc.		
Address Line 1:	5601 Great Oaks Parkway		
Address Line 4:	San Jose, CALIFORNIA 95119		
NAME OF SUBMITTER:	Darrel Jacks		
SIGNATURE:	/DarrelJacks/		
DATE SIGNED:	04/26/2019		
Total Attachments: 5			
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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment"), effective as of September 15, 2017 ("Effective Date"), is made and entered into by and between Tegile Systems, Inc., a Delaware corporation (the "Assignor"), and HGST, Inc., a Delaware corporation (the "Assignee").

A. Assignee has agreed to purchase, among other things, the Trademarks owned by Assignor and used or held for use in, or necessary for the conduct of, the Assignor's business, including those set forth in Exhibit A hereto, together with all goodwill associated with and symbolized by such Trademarks (the "Acquired Trademarks").

B. Assignor is the owner of each of the Acquired Trademarks.

C. Assignor is desirous of assigning to Assignee all of Assignor's right, title, and interest in and to the Acquired Trademarks, and Assignee is desirous of acquiring all of Assignor's right, title, and interest in and to the Acquired Trademarks.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Upon the Effective Date, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Acquired Trademarks, , including all rights conferred by the Acquired Trademarks provided by international conventions and treaties, all rights of renewals, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith.

2. Further Assurances. (a) Assignor will timely execute and deliver any additional documents and perform such additional acts that may be necessary or desirable to assist Assignee (or its successors, assigns or legal representatives) in the implementation, recordation or perfection of this Assignment and Assignee's interest in and to the Acquired Trademarks. (b) If Assignee is unable for any reason to secure Assignor's signature to any document it is entitled to under Paragraph (a) hereof, Assignor hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by Assignor.

3. Due Authorization. Assignor hereby authorizes and requests the Office of the Commissioner for Trademarks of the United States and any other official of any applicable Governmental Authority to issue any and all registrations from any and all applications for registration included in the Acquired Trademarks to and in the name of Assignee.

4. Governing Law. This Assignment will be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to principles of conflicts of law. Any dispute arising under or in connection with this Assignment will be resolved in any state or federal courts located in the State of Delaware, and the parties hereby submit to the exclusive jurisdiction of such courts in respect of any such proceeding.

5. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or by electronic delivery in Adobe Portable Document Format or other electronic format based on common standards, including any electronic signature complying with the U.S. federal ESIGN Act of 2000, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Remainder of page intentionally left blank]

Each party has caused this Assignment to be executed by its duly authorized representative.

TEGILE SYSTEMS, INC.

By: _____

Name: Mike Morgan

Title: Chief Financial Officer

HGST, INC.

By: _____

Name:

Title:

(Signature Page to Assignment of Trademarks)

Each party has caused this Assignment to be executed by its duly authorized representative.

TEGILE SYSTEMS, INC.

By: _____
Name: _____
Title: _____

HGST, INC.

By: Mark Long
Name: Mark P. Long
Title: Treasurer

EXHIBIT A

TRADEMARKS

Description	Country	Registration/ Application Number	Registration/ Application Date
INTELLIFLASH	US	86400865	9/20/2014
MASS	US	4469407	1/21/2014
ZEBI	US	4477209	2/4/2014
TEGILE	US	4517223	4/22/2014
IntelliPay	US	5272420	8/22/2017