

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM542192

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SMART Embedded Computing, Inc.		09/24/2019	Corporation: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barclays Bank PLC		
<b>Street Address:</b>	745 Seventh Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77856094	SRSTACKWARE	
<b>Serial Number:</b>	77230325	CENTELLIS	
<b>Serial Number:</b>	87896566	MAXCORE	
<b>Serial Number:</b>	86390885	CONTROLSAFE	
<b>Serial Number:</b>	86470927	CONTROL SAFE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera		
<b>SIGNATURE:</b>	/Elaine Carrera/		
<b>DATE SIGNED:</b>	09/24/2019		
<b>Total Attachments: 6</b>			

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### 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):**

SMART Embedded Computing, Inc.

- Individual(s)
- Partnership
- Corporation- State: WI
- 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) September 24, 2019

- 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: Barclays Bank PLC

Street Address: 745 Seventh Avenue

City: New York

State: NY

Country: USA Zip: 10019

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

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, Senior Paralegal

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:**

5

**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

September 24, 2019

Date

Elaine Carrera

Name of Person Signing

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

6

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

1                                   TRADEMARK SECURITY AGREEMENT dated as of September  
2                                   24, 2019 (this "Agreement"), among SMART Embedded Computing, Inc.  
3                                   (the "Grantor") and Barclays Bank PLC, as administrative agent (in such  
4                                   capacity, the "Administrative Agent").

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

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

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

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

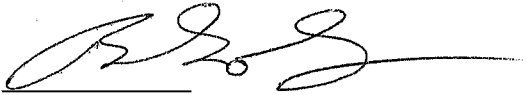
39                                   SECTION 4. Counterparts. This Agreement may be executed in counterparts  
40                                   (and by different parties hereto on different counterparts), each of which shall constitute an  
41                                   original but all of which when taken together shall constitute a single contract. Delivery of an

42 executed signature page to this Agreement by facsimile or other electronic transmission shall be  
43 effective as delivery of a manually signed counterpart of this Agreement.

44 [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 EMBEDDED COMPUTING,  
INC.,

By:   
Name: Bruce Goldberg  
Title: Vice President

BARCLAYS BANK PLC,  
as Administrative Agent

By: Martin P. Corrigan  
Name: Martin Corrigan  
Title: Vice President

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK  
REEL: 006752 FRAME: 0789

Schedule I

Mark	Serial No.	Reg. No.
SRSTACKWARE	77856094	4020030
CENTELLIS	77230325	3388682
MAXCORE	87896566	Pending
CONTROLSAFE	86390885	5137966
CONTROL SAFE	86470927	5091764