

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM560441

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HGST, INC.		09/30/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., AS AGENT		
<b>Street Address:</b>	IL1-1145/54/63, P.O. BOX 6026		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60680		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5272420	INTELLIPAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	202-787-5529		
<b>Email:</b>	docket@morriskamlay.com		
<b>Correspondent Name:</b>	MORRIS & KAMLAY LLP		
<b>Address Line 1:</b>	1911 FORT MYER DR.		
<b>Address Line 2:</b>	SUITE 1050		
<b>Address Line 4:</b>	ARLINGTON, VIRGINIA 22209		
<b>ATTORNEY DOCKET NUMBER:</b>	505200		
<b>NAME OF SUBMITTER:</b>	RL Barlow III		
<b>SIGNATURE:</b>	/Trey Barlow/		
<b>DATE SIGNED:</b>	02/04/2020		
<b>Total Attachments: 5</b>			
source=Trademark Collateral Agreement with Schedule - HGST (Sept 2019)#page1.tif			
source=Trademark Collateral Agreement with Schedule - HGST (Sept 2019)#page2.tif			
source=Trademark Collateral Agreement with Schedule - HGST (Sept 2019)#page3.tif			
source=Trademark Collateral Agreement with Schedule - HGST (Sept 2019)#page4.tif			

OP \$40.00 5272420



### **Trademark Collateral Agreement**

This Monday, September 30, 2019, HGST, INC. (“*Debtor*”), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants to JPMORGAN CHASE BANK, N.A., a national banking association (the “*Agent*”), acting as collateral agent hereunder for the Secured Parties as defined in the Security Agreement, dated as of May 12, 2016, among Debtor, Agent and the other debtors party thereto, as the same may be amended, restated, amended and restated or otherwise modified from time to time (the “*Security Agreement*”) for the benefit of the Secured Parties, a lien on and security interest in, all right, title, and interest of such Debtor in and to all of the following (collectively, “*Trademark Collateral*”):

(i) Each trademark registration and trademark application owned by Debtor, other than to the extent the same constitutes Excluded Property, that is listed on Schedule A hereto (the “*Trademarks*”) and all goodwill associated therewith; and

(ii) All proceeds of the foregoing, including any claim by Debtor against third parties for damages by reason of past, present or future infringement, dilution or violation of any Trademark, in each case together with the right to sue for and collect said damages.

All capitalized terms used herein without definition have the meanings given to such terms in the Security Agreement.

Debtor and Agent do hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the grant of a security interest in the Trademark Collateral made hereby are more fully set forth in, and subject to, the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Collateral Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

**THIS TRADEMARK COLLATERAL AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED BY AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

HGST, INC., as Debtor

DocuSigned by:

*Brandi Steege*

By: \_\_\_\_\_

Name: Brandi Steege

Title: Director, President and Secretary

Accepted and agreed to as of the date and year last above written.

JPMORGAN CHASE BANK, N.A., as Agent

By: 

Name: Timothy D. Lee  
Title: Executive Director

[Trademark Collateral Agreement - HGST]

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

*[See Attached.]*

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**U.S. TRADEMARK REGISTRATION**

No.	Trademark	Registration/Application Number
1	INTELLIPAY	5272420