

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706826

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SMART MODULAR TECHNOLOGIES, INC.		02/07/2022	Corporation: CALIFORNIA
PENGUIN COMPUTING, INC.		02/07/2022	Corporation: CALIFORNIA
SMART EMBEDDED COMPUTING, INC.		02/07/2022	Corporation: WISCONSIN
CREELED, INC.		02/07/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	CITIZENS BANK, N.A.
Street Address:	28 State Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Registration Number:	2936255	MHUB
Registration Number:	5237547	SAFEDATA
Registration Number:	4703972	SAFESTOR
Registration Number:	1907151	SMART
Registration Number:	2121371	SMART MODULAR TECHNOLOGIES
Registration Number:	3388682	CENTELLIS
Registration Number:	5091764	CONTROL SAFE
Registration Number:	5137966	CONTROLSAFE
Registration Number:	5941181	MAXCORE
Registration Number:	4020030	SRSTACKWARE
Registration Number:	3191015	ALTUS
Registration Number:	5160895	ARCTICA
Registration Number:	3045408	NIVEUS
Registration Number:	2596578	PENGUIN COMPUTING
Registration Number:	2596628	PENGUIN COMPUTING

OP \$1040.00 2936255

Property Type	Number	Word Mark
Registration Number:	3020647	RELION
Registration Number:	3295523	SCYLD CLUSTERWARE
Registration Number:	4713477	SCYLD HPC CLOUD APPLIANCE
Registration Number:	5324430	TUNDRA
Registration Number:	3935393	EASYWHITE
Registration Number:	4060563	EASYWHITE
Registration Number:	4384225	EASYWHITE
Registration Number:	3357336	EZBRIGHT
Registration Number:	2012686	GSIC
Registration Number:	5852400	J SERIES
Registration Number:	2650523	MEGABRIGHT
Registration Number:	2861793	RAZERTHIN
Registration Number:	4502559	SC3 TECHNOLOGY
Registration Number:	5256643	SC5 TECHNOLOGY
Registration Number:	5067029	SCREEN MASTER
Registration Number:	4110443	ULTRATHIN
Registration Number:	2644422	XBRIGHT
Registration Number:	3014910	XLAMP
Registration Number:	5294417	XM-L
Registration Number:	2861792	XTHIN
Serial Number:	90804957	SMART RUGGED
Serial Number:	90793913	SMART RUGGED
Serial Number:	90291032	TRUEHPC
Serial Number:	90790838	DURAFLASH
Serial Number:	90791365	NVMSENTRY
Serial Number:	90291065	PENGUIN COMPUTING TRUEHPC

CORRESPONDENCE DATA

Fax Number: 7045032622

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.

Phone: 7045032600

Email: msheehan@kslaw.com

Correspondent Name: King & Spalding LLP

Address Line 1: 300 S. Tryon St., Ste 1700

Address Line 2: Attn: Moira Sheehan

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 18588.515147

NAME OF SUBMITTER: Moira Sheehan

SIGNATURE:	/Moirá Sheehan/
DATE SIGNED:	02/07/2022
Total Attachments: 9 source=SMART - Trademark Security Agreement (executed)#page1.tif source=SMART - Trademark Security Agreement (executed)#page2.tif source=SMART - Trademark Security Agreement (executed)#page3.tif source=SMART - Trademark Security Agreement (executed)#page4.tif source=SMART - Trademark Security Agreement (executed)#page5.tif source=SMART - Trademark Security Agreement (executed)#page6.tif source=SMART - Trademark Security Agreement (executed)#page7.tif source=SMART - Trademark Security Agreement (executed)#page8.tif source=SMART - Trademark Security Agreement (executed)#page9.tif	

TRADEMARK SECURITY AGREEMENT dated as of February 7, 2022 (this “Agreement”), among SMART MODULAR TECHNOLOGIES, INC., a California corporation, PENGUIN COMPUTING, INC., a California Corporation, SMART EMBEDDED COMPUTING, INC., a Wisconsin corporation, CREELED, INC., a Delaware corporation (collectively, the “Grantors” and each individually, a “Grantor”) and CITIZENS BANK, N.A., as Collateral Agent (in such capacity and together with successors in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of February 7, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among SMART GLOBAL HOLDINGS, INC., a Cayman corporation (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 party thereto, the Issuing Banks party thereto and Citizens Bank, N.A., as Administrative Agent and Collateral Agent, and (b) the Collateral Agreement dated as of February 7, 2022 (as amended, amended and restated, 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 Collateral 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. Each Grantor is an Affiliate of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement 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 all Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of each Grantor’s right, title and interest in, to and under the Trademarks now owned or at any time hereafter acquired by such Grantor, including the registrations and applications thereof listed on Schedule I (the “Trademark Collateral”).

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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.

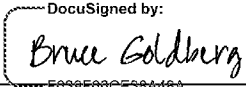
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement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

SECTION 5. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

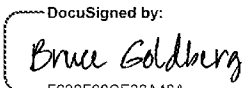
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SMART MODULAR TECHNOLOGIES, INC.

By: 
Name: Bruce Goldberg
Title: Vice President and Secretary

SMART EMBEDDED COMPUTING, INC.
CREELED, INC.

By: 
Name: Bruce Goldberg
Title: Vice President

PENGUIN COMPUTING, INC.

By: _____
Name: Sidney Mair
Title: President, Chief Financial Officer, Senior
Vice President - Federal Systems,
Treasurer and Secretary

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

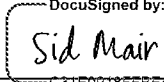
SMART MODULAR TECHNOLOGIES, INC.

By: _____
Name: Bruce Goldberg
Title: Vice President and Secretary

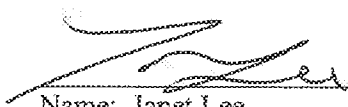
SMART EMBEDDED COMPUTING, INC.
CREELED, INC.

By: _____
Name: Bruce Goldberg
Title: Vice President

PENGUIN COMPUTING, INC.

By:  _____
Name: Sidney Mair
Title: President, Chief Financial Officer, Senior
Vice President - Federal Systems,
Treasurer and Secretary

CITIZENS BANK, N.A., as Collateral Agent

By: 
Name: Janet Lee
Title: Managing Director

Schedule I

Trademark Registrations:

Trademark	Loan Party	Registered Owner	Trademark No.	Registration Date
MHUB	Smart Modular Technologies, Inc.	Smart Modular Technologies, Inc.	2,936,255	29-Mar-2005
SAFEDATA	Smart Modular Technologies, Inc.	Smart Modular Technologies, Inc.	5,237,547	04-Jul-2017
SAFESTOR	Smart Modular Technologies, Inc.	Smart Modular Technologies, Inc.	4,703,972	17-Mar-2015
SMART (Design)	Smart Modular Technologies, Inc.	Smart Modular Technologies, Inc.	1,907,151	25-Jul-1995
SMART MODULAR TECHNOLOGIES	Smart Modular Technologies, Inc.	Smart Modular Technologies, Inc.	2,121,371	16-Dec-1997
CENTELLIS	SMART Embedded Computing, Inc.	SMART Embedded Computing, Inc.	3,388,682	11-Dec-2007
CONTROL SAFE & Design	SMART Embedded Computing, Inc.	SMART Embedded Computing, Inc.	5091764	29-Nov-2016
CONTROLSAFE	SMART Embedded Computing, Inc.	SMART Embedded Computing, Inc.	5137966	07-Feb-2017
MAXCORE	SMART Embedded Computing, Inc.	SMART Embedded Computing, Inc.	5941181	24-Dec-2019
SRSTACKWARE	SMART Embedded Computing, Inc.	SMART Embedded Computing, Inc.	4,020,030	30-Aug-2011
ALTUS	Penguin Computing, Inc.	Penguin Computing, Inc.	3,191,015	02-Jan-2007
ARCTICA	Penguin Computing, Inc.	Penguin Computing, Inc.	5,160,895	14-Mar-2017
NIVEUS	Penguin Computing, Inc.	Penguin Computing, Inc.	3,045,408	17-Jan-2006
Penguin Computing	Penguin Computing, Inc.	Penguin Computing, Inc.	2,596,578	23-Jul-2002
Penguin Computing & Design	Penguin Computing, Inc.	Penguin Computing, Inc.	2,596,628	23-Jul-2002
RELION	Penguin Computing, Inc.	Penguin Computing, Inc.	3,020,647	29-Nov-2005
SCYLD CLUSTERWARE	Penguin Computing, Inc.	Penguin Computing, Inc.	3,295,523	18-Sep-2007
SCYLD HPC CLOUD APPLIANCE	Penguin Computing, Inc.	Penguin Computing, Inc.	4,713,477	31-Mar-2015
TUNDRA	Penguin Computing, Inc.	Penguin Computing, Inc.	5,324,430	31-Oct-2017
EASYWHITE	CreeLED, Inc.	CreeLED, Inc.	3,935,393	22-Mar-2011
EASYWHITE	CreeLED, Inc.	CreeLED, Inc.	4,060,563	22-Nov-2011
EASYWHITE	CreeLED, Inc.	CreeLED, Inc.	4,384,225	13-Aug-2013
EZBRIGHT	CreeLED, Inc.	CreeLED, Inc.	3,357,336	18-Dec-2007
GSIC	CreeLED, Inc.	CreeLED, Inc.	2,012,686	29-Oct-1996
J SERIES	CreeLED, Inc.	CreeLED, Inc.	5,852,400	03-Sep-2019
MEGABRIGHT	CreeLED, Inc.	CreeLED, Inc.	2,650,523	12-Nov-2002
RAZERTHIN	CreeLED, Inc.	CreeLED, Inc.	2,861,793	06-Jul-2004

SC3 TECHNOLOGY (stylized)	CreeLED, Inc.	CreeLED, Inc.	4,502,559	25-Mar-2014
SC5 TECHNOLOGY	CreeLED, Inc.	CreeLED, Inc.	5,256,643	6-Oct-2015
SCREEN MASTER	CreeLED, Inc.	CreeLED, Inc.	5,067,029	25-Oct-2016
ULTRATHIN	CreeLED, Inc.	CreeLED, Inc.	4,110,443	06-Mar-2012
XBRIGHT	CreeLED, Inc.	CreeLED, Inc.	2,644,422	29-Oct-2002
XLAMP	CreeLED, Inc.	CreeLED, Inc.	3,014,910	15-Nov-2005
XM-L	CreeLED, Inc.	CreeLED, Inc.	5294417	26-Sep-2017
XTHIN	CreeLED, Inc.	CreeLED, Inc.	2,861,792	06-Jul-2004

Trademark Applications:

Trademark	Loan Party	Registered Owner	Application No.	Filing Date
RUGGED	Smart Modular Technologies, Inc.	Smart Modular Technologies, Inc.	90/594,854	22-Mar-2021
RUGGED SSD	Smart Modular Technologies, Inc.	Smart Modular Technologies, Inc.	90/601,224	24-Mar-2021
SMART RUGGED	Smart Modular Technologies, Inc.	Smart Modular Technologies, Inc.	90/601,109	24-Mar-2021
SMART RUGGED (2L Graphical Design)	Smart Modular Technologies, Inc.	Smart Modular Technologies, Inc.	90/804,957	30-Jun-2021
SMART RUGGED (Design)	Smart Modular Technologies, Inc.	Smart Modular Technologies, Inc.	90/793,913	24-Jun-2021
TrueHPC	Penguin Computing, Inc.	Penguin Computing, Inc.	90/290,486	30-Oct-2020
TrueHPC	Penguin Computing, Inc.	Penguin Computing, Inc.	90/291,032	30-Oct-2020
ZEFR	Smart Modular Technologies, Inc.	Smart Modular Technologies, Inc.	97/065,088	08-Oct-2021
AccessHPC	Penguin Computing, Inc.	Penguin Computing, Inc.	90/291,621	31-Oct-2020
AccessHPC	Penguin Computing, Inc.	Penguin Computing, Inc.	90/291,640	31-Oct-2020
CloudFlow	Penguin Computing, Inc.	Penguin Computing, Inc.	90/619,272	01-Apr-2021
CloudFlow	Penguin Computing, Inc.	Penguin Computing, Inc.	90/619,474	01-Apr-2021
DataNexus	Penguin Computing, Inc.	Penguin Computing, Inc.	90/594,267	22-Mar-2021
DataNexus	Penguin Computing, Inc.	Penguin Computing, Inc.	90/594,372	22-Mar-2021
DeepData	Penguin Computing, Inc.	Penguin Computing, Inc.	90/556,724	03-Mar-2021
DeepData	Penguin Computing, Inc.	Penguin Computing, Inc.	90/558,333	03-Mar-2021
DURAFLASH	Smart Modular Technologies, Inc.	Smart Modular Technologies, Inc.	90/790,838	23-Jun-2021

DURAFLASH (Design)	Smart Modular Technologies, Inc.	Smart Modular Technologies, Inc.	90/781,100	17-Jun-2021
DURAMEMORY	Smart Modular Technologies, Inc.	Smart Modular Technologies, Inc.	90/655,620	19-Apr-2021
DURAMEMORY (Design)	Smart Modular Technologies, Inc.	Smart Modular Technologies, Inc.	90/780,673	17-Jun-2021
ExpanseAI	Penguin Computing, Inc.	Penguin Computing, Inc.	90/653,230	18-Apr-2021
ExpanseAI	Penguin Computing, Inc.	Penguin Computing, Inc.	90/653,263	18-Apr-2021
HorizonAI	Penguin Computing, Inc.	Penguin Computing, Inc.	90/651,931	16-Apr-2021
HorizonAI	Penguin Computing, Inc.	Penguin Computing, Inc.	90/651,982	16-Apr-2021
NVMSENTRY	Smart Modular Technologies, Inc.	Smart Modular Technologies, Inc.	90/791,365	23-Jun-2021
OmniCloud	Penguin Computing, Inc.	Penguin Computing, Inc.	90/618,522	01-Apr-2021
OmniCloud	Penguin Computing, Inc.	Penguin Computing, Inc.	90/618,675	01-Apr-2021
OriginAI	Penguin Computing, Inc.	Penguin Computing, Inc.	90/291,440	31-Oct-2020
OriginAI	Penguin Computing, Inc.	Penguin Computing, Inc.	90/291,544	31-Oct-2020
Penguin Computing AccessHPC	Penguin Computing, Inc.	Penguin Computing, Inc.	90/291,632	31-Oct-2020
Penguin Computing AccessHPC	Penguin Computing, Inc.	Penguin Computing, Inc.	90/291,641	31-Oct-2020
Penguin Computing CloudFlow	Penguin Computing, Inc.	Penguin Computing, Inc.	90/619,461	01-Apr-2021
Penguin Computing CloudFlow	Penguin Computing, Inc.	Penguin Computing, Inc.	90/619,482	01-Apr-2021
Penguin Computing DataNexus	Penguin Computing, Inc.	Penguin Computing, Inc.	90/594,333	22-Mar-2021
Penguin Computing DataNexus	Penguin Computing, Inc.	Penguin Computing, Inc.	90/594,463	22-Mar-2021
Penguin Computing DeepData	Penguin Computing, Inc.	Penguin Computing, Inc.	90/558,158	03-Mar-2021
Penguin Computing DeepData	Penguin Computing, Inc.	Penguin Computing, Inc.	90/558,233	03-Mar-2021
Penguin Computing ExpanseAI	Penguin Computing, Inc.	Penguin Computing, Inc.	90/653,240	18-Apr-2021
Penguin Computing ExpanseAI	Penguin Computing, Inc.	Penguin Computing, Inc.	90/653,270	18-Apr-2021
Penguin Computing HorizonAI	Penguin Computing, Inc.	Penguin Computing, Inc.	90/651,972	16-Apr-2021
Penguin Computing HorizonAI	Penguin Computing, Inc.	Penguin Computing, Inc.	90/652,031	16-Apr-2021

Penguin Computing InsightHPC	Penguin Computing, Inc.	Penguin Computing, Inc.	90/291,389	31-Oct-2020
Penguin Computing InsightHPC	Penguin Computing, Inc.	Penguin Computing, Inc.	90/291,419	31-Oct-2020
Penguin Computing OmniCloud	Penguin Computing, Inc.	Penguin Computing, Inc.	90/618,555	01-Apr-2021
Penguin Computing OmniCloud	Penguin Computing, Inc.	Penguin Computing, Inc.	90/618,704	01-Apr-2021
Penguin Computing OriginAI	Penguin Computing, Inc.	Penguin Computing, Inc.	90/291,534	31-Oct-2020
Penguin Computing OriginAI	Penguin Computing, Inc.	Penguin Computing, Inc.	90/291,551	31-Oct-2020
Penguin Computing TrueHPC	Penguin Computing, Inc.	Penguin Computing, Inc.	90/290,980	30-Oct-2020
Penguin Computing TrueHPC	Penguin Computing, Inc.	Penguin Computing, Inc.	90/291,065	30-Oct-2020
ARCTICA	None	Penguin Computing, Inc.	None	None