

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM706890

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Agent		02/07/2022	National Banking Association: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	Penguin Computing, Inc.
<b>Street Address:</b>	39870 Eureka Drive
<b>City:</b>	Newark
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94560
<b>Entity Type:</b>	Corporation: CALIFORNIA

**PROPERTY NUMBERS Total: 37**

Property Type	Number	Word Mark
Registration Number:	5160895	ARCTICA
Registration Number:	5324430	TUNDRA
Registration Number:	4713477	SCYLD HPC CLOUD APPLIANCE
Registration Number:	3295523	SCYLD CLUSTERWARE
Registration Number:	3191015	ALTUS
Registration Number:	3020647	RELION
Registration Number:	3045408	NIVEUS
Registration Number:	2596628	PENGUIN COMPUTING
Registration Number:	2596578	PENGUIN COMPUTING
Serial Number:	90291621	ACCESSHPC
Serial Number:	90291640	ACCESSHPC
Serial Number:	90291632	PENGUIN COMPUTING ACCESSHPC
Serial Number:	90291641	PENGUIN COMPUTING ACCESSHPC
Serial Number:	90279195	ACTIVEDATA
Serial Number:	90285324	ACTIVEDATA
Serial Number:	90282892	PENGUIN COMPUTING ACTIVEDATA
Serial Number:	90292623	PENGUIN COMPUTING ACTIVEDATA
Serial Number:	90289734	CLOUDBASE
Serial Number:	90290354	CLOUDBASE

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TRADEMARK

Property Type	Number	Word Mark
Serial Number:	90289874	PENGUIN COMPUTING CLOUDBASE
Serial Number:	90290376	PENGUIN COMPUTING CLOUDBASE
Serial Number:	90291387	INSIGHTHPC
Serial Number:	90291413	INSIGHTHPC
Serial Number:	90291389	PENGUIN COMPUTING INSIGHTHPC
Serial Number:	90291419	PENGUIN COMPUTING INSIGHTHPC
Serial Number:	90287246	LIVEDATA
Serial Number:	90289460	LIVEDATA
Serial Number:	90287440	PENGUIN COMPUTING LIVEDATA
Serial Number:	90289510	PENGUIN COMPUTING LIVEDATA
Serial Number:	90291440	ORIGINAL
Serial Number:	90291544	ORIGINAL
Serial Number:	90291534	PENGUIN COMPUTING ORIGINAL
Serial Number:	90291551	PENGUIN COMPUTING ORIGINAL
Serial Number:	90290486	TRUEHPC
Serial Number:	90291032	TRUEHPC
Serial Number:	90290980	PENGUIN COMPUTING TRUEHPC
Serial Number:	90291065	PENGUIN COMPUTING TRUEHPC

**CORRESPONDENCE DATA**

**Fax Number:** 7044448847

*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:** 213-457-6624

**Email:** ksaltrick@mcguirewoods.com

**Correspondent Name:** McGuireWoods LLP

**Address Line 1:** 355 S. Grand Avenue, Suite 4200

**Address Line 2:** Attention: Y.Lee, Esq.

**Address Line 4:** Los Angeles, CALIFORNIA 90071

<b>NAME OF SUBMITTER:</b>	YOOJIN LEE
<b>SIGNATURE:</b>	/S/ YOOJIN LEE
<b>DATE SIGNED:</b>	02/07/2022

**Total Attachments: 4**

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**TERMINATION AND RELEASE OF  
GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS**

This **TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS** (this "Release Agreement"), dated as of February 7, 2021 is made by **BANK OF AMERICA, N.A.**, a national banking association, as Agent (the "Grantee") in favor of **SMART MODULAR TECHNOLOGIES, INC.**, a California corporation ("Technologies"), **SMART HIGH RELIABILITY SOLUTIONS LLC**, a Delaware limited liability company ("Smart High Reliability"), **SMART EMBEDDED COMPUTING INC.**, a Wisconsin corporation ("Computing"), **PENGUIN COMPUTING INC.**, a California corporation ("Penguin"); and together with **Technologies, Smart High Reliability and Computing**, each, a "Grantor" and collectively, the "Grantors").

**WHEREAS**, the Grantors and the Grantee are parties to that certain Loan, Guaranty and Security Agreement dated as of December 23, 2020 in which the Grantors delivered to the Grantee that certain Memorandum and Notice of Security Interest in Intellectual Property (the "Memorandum") whereby each Grantor granted the Grantee a security interest in certain IP Collateral (as that term is defined in the Memorandum) of such Grantor, including the trademarks and trademark applications listed on **Schedule A** attached hereto (the "Secured Trademarks") for recordation with the United States Patent and Trademark Office (the "USPTO"); and

**WHEREAS**, the Memorandum was recorded with respect to the Secured Trademarks with the Trademark Division of the United States Patent and Trademark Office on December 23, 2020 at Reel 7144/Frame 0874; and

**WHEREAS**, the Obligations secured by said security interest have been paid in full or otherwise satisfied; and

**WHEREAS**, the Grantee therefore desires to terminate and release its security interest and all of its right, title and interest in each of the IP Collateral, including the Secured Trademarks, as herein provided.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee hereby agrees as follows:

1. **Release and Assignment**. The Grantee hereby discharges, terminates and releases the entirety of its security interest in all of the IP Collateral, including the Secured Trademarks, and the Grantee hereby assigns and transfers to the Grantors, without recourse, all of the Grantee's right, title and interest in and to all of the IP Collateral and each of the Secured Trademarks, if any, effective as of the date set forth above.

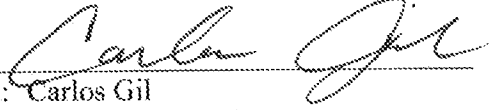
2. **Further Assurances**. The Grantee hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release Agreement at the Grantors' sole cost and expense.

The Grantee hereby agrees that this Release Agreement and all claims shall be governed by the laws of the State of New York, without giving effect to any conflict of law principles except federal laws relating to national banks and Sections 14.13 and 14.15 of the Loan Agreement are hereby incorporated by reference.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Grantee has executed this Termination and Release of Grant of Security Interest in United States Trademarks as of the date written above.

**BANK OF AMERICA, N.A.**

By:   
Name: Carlos Gil  
Title: Senior Vice President

TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN TRADEMARKS  
(Smart Modular)  
SIGNATURE PAGE