

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706898

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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			
Name:	SMART Modular Technologies, Inc.		
Street Address:	39870 Eureka Drive		
City:	Newark		
State/Country:	CALIFORNIA		
Postal Code:	94560		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2121371	SMART MODULAR TECHNOLOGIES	
Registration Number:	4703972	SAFESTOR	
Registration Number:	2936255	MHUB	
Registration Number:	1907151	SMART	
Registration Number:	5237547	SAFEDATA	
CORRESPONDENCE DATA			
Fax Number:	7044448847		
<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>			
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		
NAME OF SUBMITTER:	YOOJIN LEE		
SIGNATURE:	/S/ YOOJIN LEE		
DATE SIGNED:	02/07/2022		
Total Attachments: 3			

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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 February 23, 2021 at Reel 7202/Frame 0195; 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.

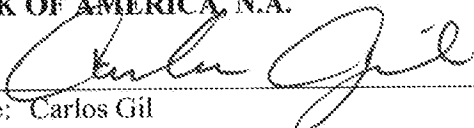
2. **Further Assurances**. The Grantee hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release Agreement at the Grantors'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