

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706987

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest at Reel 5920 Frame 0199		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		01/07/2022	Public Limited Company: UNITED KINGDOM
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: 1			
Property Type	Number	Word Mark	
Registration Number:	1907151	SMART	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	02/08/2022		
Total Attachments: 4			
source=SMART Modular - Trademark Release (5920-0199)#page1.tif			
source=SMART Modular - Trademark Release (5920-0199)#page2.tif			
source=SMART Modular - Trademark Release (5920-0199)#page3.tif			
source=SMART Modular - Trademark Release (5920-0199)#page4.tif			

OP \$40.00 1907151

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Release”), dated as of January 7, 2022 (the “Effective Date”), is made by Barclays Bank PLC, in its capacity as Administrative Agent (the “Agent”), in favor of the grantor parties identified on the signature page hereto (the “Grantors”).

WHEREAS, pursuant to that certain Collateral Agreement, dated as of August 26, 2011, by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Collateral Agreement”), the Grantors granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Collateral Agreement, SMART Modular Technologies, Inc. executed and delivered a Trademark Security Agreement, dated as of November 10, 2016, among the Administrative Agent and Grantor (the “2016 SMART Modular Technologies Trademark Security Agreement”), Grantor, by reference to the Collateral Agreement, reaffirmed its intent to grant the security interest to the Administrative Agent specifically in certain collateral (as that term is defined in the 2016 SMART Modular Technologies Trademark Security Agreement, including the Trademarks set forth on Schedule I hereto);

WHEREAS, the 2016 SMART Modular Technologies Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 14, 2016 at Reel/Frame 5920/0199;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Collateral Agreement or the 2016 SMART Modular Technologies Trademark Security Agreement, as applicable.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule I attached hereto, arising under the Collateral Agreement, the 2016 SMART Modular Technologies Trademark Security Agreement and the Trademark Succession Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.

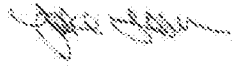
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the 2016 SMART Modular Technologies Trademark Security Agreement.

4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors’ sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**Barclays Bank PLC, acting in its capacity as Agent
for the Lenders**



By: _____

Name: Jake Lam
Title: Assistant Vice President

GRANTORS:

SMART MODULAR TECHNOLOGIES, INC.

[Signature Page to SMART – Trademark Release]