

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM706991

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest at Reel 6460 Frame 0692		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Barclays Bank PLC		01/07/2022	Public Limited Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PENGUIN COMPUTING, INC.		
<b>Street Address:</b>	45800 Northport Loop West		
<b>City:</b>	Fremont		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94538		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5160895	ARCTICA	
<b>Registration Number:</b>	5324430	TUNDRA	
<b>Registration Number:</b>	4713477	SCYLD HPC CLOUD APPLIANCE	
<b>Registration Number:</b>	3295523	SCYLD CLUSTERWARE	
<b>Registration Number:</b>	3191015	ALTUS	
<b>Registration Number:</b>	3020647	RELION	
<b>Registration Number:</b>	3045408	NIVEUS	
<b>Registration Number:</b>	2596628	PENGUIN COMPUTING	
<b>Registration Number:</b>	2596578	PENGUIN COMPUTING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		

OP \$240.00 5160895

<b>NAME OF SUBMITTER:</b>	Elaine Carrera
<b>SIGNATURE:</b>	/Elaine Carrera/
<b>DATE SIGNED:</b>	02/08/2022
<b>Total Attachments: 4</b> source=SMART Modular - Trademark Release (6460-0692)#page1.tif source=SMART Modular - Trademark Release (6460-0692)#page2.tif source=SMART Modular - Trademark Release (6460-0692)#page3.tif source=SMART Modular - Trademark Release (6460-0692)#page4.tif	

## 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, Penguin Computing, Inc. executed and delivered a Trademark Security Agreement, dated as of September 6, 2018, among the Administrative Agent and Grantor (the “Penguin 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 Penguin Trademark Security Agreement, including the Trademarks set forth on Schedule I hereto);

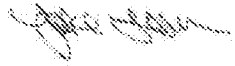
WHEREAS, the Penguin Trademark Security Agreement was recorded with the United States Patent and Trademark Office on September 7, 2018 at Reel/Frame 6460/0692;

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 Penguin 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 Penguin 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 Penguin 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:**

**PENGUIN COMPUTING, INC.**

**SCHEDULE I**

**Trademark Collateral**

**Release of Trademark Security Agreement recorded September 7, 2018 at Reel/Frame  
6460/0692**

TRADEMARKS/TRADE NAMES OWNED BY PENGUIN COMPUTING, INC.

<b>Mark</b>	<b>Serial No.</b>	<b>Reg. No.</b>
ARCTICA	87130623	5160895
TUNDRA	86813186	5324430
SCYLD HPC CLOUD APPLIANCE	86121370	4713477
SCYLD CLUSTERWARE	78832849	3295523
ALTUS	78495020	3191015
RELION	78495068	3020647
NIVEUS	78495052	3045408
PENGUIN COMPUTING	75794495	2596628
PENGUIN COMPUTING	75729624	2596578