TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM706995 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release of Security Interest at Reel 5367 Frame 0707

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: 3

| Property Type | Number | Word Mark |
|----------------------|----------|----------------------------|
| Registration Number: | 2121371 | SMART MODULAR TECHNOLOGIES |
| Registration Number: | 2936255 | MHUB |
| Serial Number: | 85258328 | SAFESTOR |

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 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

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> TRADEMARK REEL: 007628 FRAME: 0145

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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 JPMorgan Chase Bank, N.A. (the "Original Agent", in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Notice of Succession of Agency, by and among JP Morgan Chase Bank, N.A., and Barclays Bank PLC, dated as of September 19, 2014 (the "Trademark Agency Succession"), with reference to that certain Resignation, Waiver, Consent and Appointment Agreement, dated as of August 20, 2014, whereby the Original Agent resigned as Administrative Agent, Collateral Agent, Swingline Lender and Issuing Bank, the Original Agent and the Agent provided notice that the Agent succeeded and replaced the Original Agent as successor Administrative Agent, Collateral Agent, Swingline Lender and Issuing Bank;

WHEREAS, the Trademark Agency Succession was recorded with the United States Patent and Trademark Office on September 22, 2014 at Reel/Frame 5367/0707;

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

- 1. <u>Defined Terms</u>. 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 <u>Trademark Agency Succession</u>, 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 Resignation 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. <u>Further Assurances</u>. 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.
- 4. <u>Governing Law</u>. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

TRADEMARK
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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 Succession Release]

RECORDED: 02/08/2022