

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM721885

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900674300

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 Embedded Computing, Inc.
Street Address:	39870 Eureka Drive
City:	Newark
State/Country:	CALIFORNIA
Postal Code:	94560
Entity Type:	Corporation: WISCONSIN

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3388682	CENTELLIS

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

NAME OF SUBMITTER:	Yoojin Lee
SIGNATURE:	/s/Yoojin Lee
DATE SIGNED:	04/18/2022

Total Attachments: 3source=Trademark Release - Smart Embedded - 0368 - NEED USPTO filing#page1.tif
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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, 2022 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. (F/K/A ARTESYN 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 March 3, 2021 at Reel 7209/Frame 0368; 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.

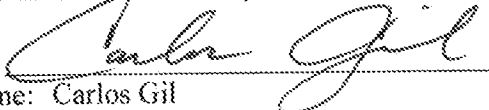
2. **Further Assurances**. The Grantee hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release Agreement at the Grantors'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

TRADEMARK
REEL: 007685 FRAME: 0284

SCHEDULE A

SECURED TRADEMARKS

Loan Party	Registered Owner	Mark	Registration / Application Number
SMART Embedded Computing, Inc.	Artesyn Embedded Computing, Inc.	CENTELLIS	3388682

TRADEMARK

REEL: 007685 FRAME: 0285

RECORDED: 02/07/2022