

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM855069

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Collateral Agreement - A&R		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Western Digital Technologies, Inc.		11/17/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 South Dearborn		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	7170612	OPTINAND	
Serial Number:	98181864	RAPIDFLEX	
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		
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:	Sophie Bolt		
SIGNATURE:	/Sophie Bolt/		
DATE SIGNED:	11/21/2023		
Total Attachments: 5			
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source=Supplemental Trademark Collateral Agreement (A&R Loan Agreement)(405337385.2) [COVER SHEET]#page2.tif			

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Western Digital Technologies, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: DE
 Other _____

Citizenship (see guidelines) DE, USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 17, 2023

- Assignment Merger
 Security Agreement Change of Name
 Other Collateral Agreement - A&R

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMORGAN CHASE BANK, N.A.

Street Address: 10 South Dearborn

City: Chicago

State: IL

Country: USA Zip: 60603

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank Citizenship National Association, USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
See Schedule A

B. Trademark Registration No.(s)
See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Sophie Bolt

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: SBolt@cahill.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Sophie Bolt

Signature

November 20, 2023

Date

Sophie Bolt

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 008264 FRAME: 0733

Trademark Collateral Agreement

This November 17, 2023, Western Digital Technologies, Inc. (“*Debtor*”) with its principal place of business and mailing address at 5601 Great Oaks Parkway, San Jose, CA 95119, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants to JPMORGAN CHASE BANK, N.A., a national banking association (the “*Agent*”), with its mailing address at 10 South Dearborn, Chicago, IL 60603, acting as collateral agent hereunder for the Secured Parties as defined in the Security Agreement (and, to the extent provided in Section 15 of the Security Agreement, the 2029/2032 Notes Secured Parties), dated as of June 20, 2023, among Debtor, Agent and the other debtors party thereto, as the same may be amended, restated, amended and restated or otherwise modified from time to time (the “*Security Agreement*”) for the benefit of the Secured Parties (and, to the extent provided in Section 15 of the Security Agreement, the 2029/2032 Notes Secured Parties), a lien on and security interest in, all right, title, and interest of such Debtor in and to all of the following (collectively, “*Trademark Collateral*”):

- (i) Each trademark registration and trademark application owned by Debtor, other than to the extent the same constitutes Excluded Property, that is listed on Schedule A hereto (the “*Trademarks*”) and all goodwill associated therewith; and
- (ii) All proceeds of the foregoing, including any claim by Debtor against third parties for damages by reason of past, present or future infringement, dilution or violation of any Trademark, in each case together with the right to sue for and collect said damages.

All capitalized terms used herein without definition have the meanings given to such terms in the Security Agreement.


Debtor and Agent do hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the grant of a security interest in the Trademark Collateral made hereby are more fully set forth in, and subject to, the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Collateral Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

THIS TRADEMARK COLLATERAL AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED BY AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGE TO FOLLOW]

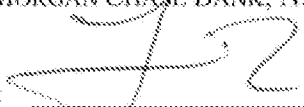
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

WESTERN DIGITAL TECHNOLOGIES, INC.,
as Debtor

DocuSigned by:

By: _____
Name: Michael Ray
Title: Executive Vice President, Chief Legal Officer and Secretary

Accepted and agreed to as of the date and year last above written.

JPMORGAN CHASE BANK, N.A., as Agent

By: 
Name: Timothy D. Lee
Title: Executive Director

[Signature Page to Trademark Collateral Agreement]

TRADEMARK
REEL: 008264 FRAME: 0736

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Reg. No. / App. No.
OPTINAND	7170612
RAPIDFLEX	98181864