

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI44812

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Collateral Agreement (AR)		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Western Digital Technologies, Inc.		02/12/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	JPMorgan Chase Bank, N.A., as the Agent		
Street Address:	10 South Dearborn		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: DISTRICT OF COLUMBIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	7256033	WESTERN DIGITAL DELIVERS	
Registration Number:	7244788	DRIVE FORWARD	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8007130755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	Michael Violet		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Michael Violet		
SIGNATURE:	Michael Violet		
DATE SIGNED:	02/22/2024		
Total Attachments: 5			
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Trademark Collateral Agreement

This February 12, 2024, 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

By: 
Name: Cynthia Tregillis
Title: Senior 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: *Caitlin Stewart*
Name: Caitlin Stewart
Title: Executive Director

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Reg. No. / App. No.
WESTERN DIGITAL DELIVERS	7256033
DRIVE FORWARD	7244788