

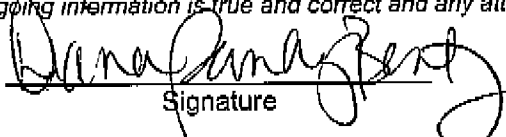
Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Xyratex Technology Limited Langstone Road, Havant Hampshire PO9 1SA</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>Foreign company incorporated in</u> <u>England and Wales</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>HSBC Bank PLC</u> Internal Address: _____ Street Address: <u>8 Canada Square</u> City: <u>London</u> State: _____ Zip: <u>E14 5HQ</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>Foreign company incorporated in</u> <u>England and Wales</u></p> <p>If assignee is not domiciled in the United States a domestic representative designation is attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>								
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Intellectual Property Security</u> <u>Agreement (Short Form)</u></p> <p>Execution Date: <u>September 17, 2003</u></p>	<p>4. Application number(s) or registration number(s):</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">A. Trademark Application No.(s)</td> <td style="width: 50%; border: none;">B. Trademark No.(s)</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none; text-align: right;">2,184,298 1,861,641</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none; text-align: right;">2,296,667 1,863,522</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none; text-align: right;">2,577,835</td> </tr> </table> <p style="text-align: center;">Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	A. Trademark Application No.(s)	B. Trademark No.(s)		2,184,298 1,861,641		2,296,667 1,863,522		2,577,835
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	2,184,298 1,861,641								
	2,296,667 1,863,522								
	2,577,835								
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Diana Sanchez Bentz</u> Internal Address: _____ <u>Cooley Godward LLP</u> <u>5 Palo Alto Square</u> Street Address: <u>3000 El Camino Real</u> City: <u>Palo Alto</u> State: <u>CA</u> Zip: <u>94306</u></p>	<p>6. Total number of applications and trademarks involved. 5</p> <p>7. Total fee (37 CFR 3.41)..... \$ <u>140.00</u></p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>03-3115</u> (Attach duplicate copy of this page if paying by deposit account)</p>								
DO NOT USE THIS SPACE									
<p>9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i></p> <p style="text-align: center;"> <u>Diana Sanchez Bentz</u>  <u>Sept. 29, 2003</u> Name of Person Signing Signature Date </p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and documents: 9</p>									

CH \$140.00 033115 2184298

Domestic Representative Designation

Section 2 of Recordation Form Cover Sheet – Trademarks

Assignee **HSBC Bank PLC** is not domiciled in the United States, a domestic representative is:

Cooley Godward LLP

5 Palo Alto Square

3000 El Camino Real

Palo Alto, CA 94306-2166

INTELLECTUAL PROPERTY SECURITY AGREEMENT (SHORT FORM)

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (SHORT FORM) (the "*Agreement*") is made as of September 17, 2003, by XYRATEX TECHNOLOGY LIMITED, a company incorporated in England and Wales with registered number 03134912 and having its registered office at Langstone Road, Havant, Hampshire PO9 1SA ("*Grantor*") in favor of HSBC BANK PLC, a company incorporated in England and Wales with registered number 14259 of 8 Canada Square, London E14 5HQ (the "*Bank*").

RECITALS

A. WHEREAS, a Loan Agreement, dated as of August 12, 2003 (as the same from time to time may be amended, modified, supplemented or restated, the "*Loan Agreement*") has been entered into between the XYRATEX GROUP LIMITED, a company incorporated in England and Wales with registered number 04057904 and having its registered office at Langstone Road, Havant, Hampshire PO9 1SA (the "*Company*"), the Subsidiaries of the Company listed in Schedule 1 to the Loan Agreement, as original borrowers (together with the Company, each an "*Original Borrower*"; collectively, the "*Original Borrowers*") and Bank, pursuant to which Bank has agreed to make certain advances of money and to extend certain financial accommodations to the Borrowers (as defined in the Loan Agreement) upon the terms and conditions, and in the amounts and manner, set forth in the Loan Agreement (collectively, the "*Loans*");

B. WHEREAS, Grantor is a member of an affiliated group of companies that includes the Borrowers, the Grantor and each other Obligor;

C. WHEREAS, pursuant to the terms of that certain Intellectual Property Security Agreement, dated as of the date hereof (as the same from time to time may be amended, modified, supplemented or restated, the "*Intellectual Property Security Agreement*"), Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. Unless otherwise defined herein, the capitalized terms defined in the Intellectual Property Security Agreement are used herein as therein defined;

D. WHEREAS, it is a condition, among others, to the making of Loans under the Loan Agreement that Grantor shall have executed and delivered this Agreement in favor of the Bank; and

E. WHEREAS, Grantor will obtain direct and indirect benefits as a result of the Loans made to the Borrowers by Bank under the Loan Agreement and, accordingly, desires to execute and deliver this Agreement in order to satisfy the condition described in Recital D, above.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Secured Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Secured Obligations, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedule 1 hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Intellectual Property Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Intellectual Property Security Agreement or any of the Finance Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Intellectual Property Security Agreement or any of the Finance Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Agreement, the Intellectual Property Security Agreement or any of the Finance Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Schedule 1 attached hereto sets forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

XYRATEX TECHNOLOGY LIMITED

By: 

Name: S. BARBER

Title: C.E.O.

ACCEPTED AND ACKNOWLEDGED BY:

HSBC BANK PLC,
a company incorporated in England and Wales

By: 

Name: C. DOYLE

Title: SENIOR MANAGER

SCHEDULE 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY

COPYRIGHTS: NONE

PATENTS

Country	Formal Title	Xyratex Title	Appl No.	Appl Date	Grant No.	Grant Date
USA	DATA PROCESSING UNIT ✓	Invader Mk 2 Series 9000	29/043429	05/09/1995	Des. 382858 ✓	26/08/1997
USA	DATA STORAGE DEVICE ✓	Molite/Maxit	29/053862	01/05/1996	Des. 383732 ✓	16/09/1997
USA	HOUSING FOR A DATA PROCESSING COMPONENT ✓	Disk drive carrier for modular sub systems	29/075188	22/08/1997	Des. 406826 ✓	16/03/1999
USA	DISK FILE MOUNTING ✓	Wedge disk file mounting	09/018071	02/08/1996	6008984 ✓	28/12/1999
USA	METHOD AND APPARATUS FOR WRITING A CLOCK TRACK ON A STORAGE MEDIUM ✓	Phase corrected clock track copying	09/345757	05/01/1998	6172830 ✓	09/01/2001
USA	SERVO TRACK WRITERS	Vertical stacking of servo track writers	09/493064	30/07/1998		
USA	VIBRATION DAMPING SYSTEM AND SERVOWRITER ✓	Servowriter anti-vibration mount	09/165303	02/10/1998	6246662 ✓	12/06/2001
USA	TOOL, APPARATUS AND METHOD OF TESTING A FIXTURE ✓	Dynamic test tool	09/210662	14/12/1998	6178835 ✓	30/01/2001
USA	LOW SPEED MOVING MAGNET MOTOR HAVING A HIGH INERTIA ROTOR ✓	Moving Magnet Rotary Actuator for Rotary Positioner	09/696184	28/04/1999	6498407 ✓	24/12/2002
USA	MOUNTING AND TESTING OF ELECTRICAL DEVICES USING A LEVER OPERATED BAY FOR RECEIVING THE ELECTRICAL DEVICES	Zumbro Lever	09/344487	25/06/1999	6186804 ✓	13/02/2001
USA	METHOD AND APPARATUS FOR WRITING CLOCK DATA TO A STORAGE MEDIUM	TTPC Correction Algorithm for Clock Copy	09/796436	02/03/2001		
USA	METHOD AND APPARATUS FOR WRITING CLOCK DATA TO A STORAGE MEDIUM	Dual Pass STW Process for Clock Copy	09/796437	02/03/2001		

USA	A CLOCKING METHOD AND APPARATUS FOR A STORAGE MEDIUM DISK DRIVE UNIT	Edge Stealer & Vector Modulator	09/796435	02/03/2001	
USA	METHOD AND APPARATUS FOR ENABLING FILTERING OF DATA PACKETS	Temperature Control for Disk Drive Unit Network Monitor Connection Filter Mechanism	10/148331 10/437463	23/11/2000 14/05/2003	
USA	DATA STORAGE DEVICE CHASSIS, CASE AND CLAMP MECHANISM	16 Drive 3u Chassis	10/417111	17/04/2003	
USA	CONNECTION APPARATUS AND METHOD FOR NETWORK TESTERS AND ANALYSERS	Flexible Connection Topology for Network Analysers and Network Testers	60/416964	09/10/2002	
USA	DIRECT MEMORY ACCESS CONTROLLER AND METHOD OF FILTERING DATA DURING DIRECT DATA TRANSFER FROM A SOURCE MEMORY TO A DESTINATION MEMORY	Direct Memory Access Controller	10/209572	31/07/2002	
USA	FRAME REASSEMBLY IN AN ATM NETWORK ANALYSER	Frame Reassembly in an ATM Network Analyser	10/209490	31/07/2002	
USA	NETWORK TAP MODULE	Active Monitoring Serial Line Tap	60/433783	17/12/2002	
USA	CLOSED-LOOP SYNCHRONISATION ARRANGEMENT FOR DATA TRANSMISSION SYSTEM	Starceiver (PX1)	09/402694	30/03/1998	
USA	PRIORITY SELECTION MEANS FOR DATA TRANSMISSION APPARATUS	Priority Selector with Override/Overflow Control (PX3)	09/485109	14/08/1998	
USA	SCHEDULING MEANS FOR DATA SWITCHING APPARATUS	Pipeline Arbiter (PX4)	09/601695	09/02/1999	
USA	DATA SWITCHING METHOD AND APPARATUS	2nd Phase Architecture (PX5)	09/869091	19/11/1999	
USA	DISTRIBUTED HIERARCHICAL SCHEDULING AND ARBITRATION FOR BANDWIDTH ALLOCATION	DHSAM (PX6)	09/869086	01/12/1999	
USA	APPROXIMATE STATE CONTROL MECHANISM	Router Approximate State Control (PX7)	09/869085	14/12/1999	
USA	DATA SWITCHING ARBITRATION ARRANGEMENTS	Probabilistic Masking (PX8)	09/826801	05/04/2001	
USA	DATA TRANSMISSION DRIVER DEVICE SWITCHING SYSTEM	Programmable Pre-Emphasis (PX9)	09/853013	12/03/2001	
USA		Head of Queue Forwarding (PX10)	09/874500	05/06/2001	

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USA	APPARATUS AND METHOD FOR RESOURCE ARBITRATION	MOST (Maximal Output Set Technique) (PX11)	09/855903	15/05/2001	
USA	METHOD AND ARBITRATION UNIT FOR DIGITAL SWITCH	MERIT (PX12)	09/858437	16/05/2001	
USA	METHODS AND APPARATUS FOR REGULATING PROCESS STATE CONTROL MESSAGES	Flow Control Message Throttle (PX13)	09/858934	16/05/2001	
USA	METHOD AND DEVICE FOR OPERATING A RAM MEMORY	Pipelined Read Modify Write Off RAM Contents (PX14)	09/850245	07/05/2001	
USA	DATA SWITCH AND METHOD OF CONTROLLING SWITCH	TDM Extension to the Terachannel (PX15)	09/850320	07/05/2001	
USA	METHOD FOR CONTROLLING A DATA TRANSMISSION PRE-EMPHASIS UNIT AND A DATA TRANSMISSION SYSTEM EMPLOYING THE METHOD	Calibration Method for Programmable Pre-Emphasis (PX16)	09/808613	14/03/2001	
USA	METHODS AND APPARATUS FOR WRITING SERVO FRAMES TO AND/OR VERIFYING DATA AREAS OF A STORAGE MEDIUM	Servo Pattern Verification and Data Area Certification On-The-Fly	60/442156	24/01/2003	
USA	APPARATUS AND METHOD FOR SWITCHING DATA PACKETS	TeraByte Switch	60/450683	03/03/2003	
USA	DISK DRIVE SUPPORT ASSEMBLY, CLAMP ASSEMBLY AND DISK DRIVE CARRIER	Self-Servewriter Clamping and Isolation	60/478467	16/06/2003	
USA	A DATA MERGE UNIT, A METHOD OF PRODUCING AN INTERLEAVED DATA STREAM, A NETWORK ANALYSER AND A METHOD OF ANALYSING A NETWORK	Hardware Frams Merge	tba	15/08/2003	
USA	TEMPERATURE CONTROL DEVICE, DISK DRIVE UNIT TEST APPARATUS, AND A METHOD OF TESTING OR OPERATING A PLURALITY OF DISK DRIVE UNITS	Linear Air Valve for Disk Drive Testing Apparatus	tba	08/09/2003	
USA	MOUNTING FOR DISK DRIVE UNIT, RETAINING DEVICE AND METHOD OF LOADING A DISK DRIVE UNIT	Disk Drive Clamping/Damping Tray	tba	08/09/2003	

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TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
XYRATEX	2,184,298	August 25, 1998
PACKETMASTER	2,296,667	November 30, 1999
BASHER	2,577,835	June 11, 2002
POD	1,861,641	November 8, 1994
POD	1,863,522	November 22, 1994