

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
QUANTUM CORPORATION		03/29/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO CAPITAL FINANCE, LLC, as Agent
Street Address:	2450 Colorado Avenue, Suite 3000W
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 58

Property Type	Number	Word Mark
Registration Number:	2123355	ADIC
Registration Number:	1610492	AMASS
Registration Number:	3268698	ATL SUPERLOADER
Registration Number:	3318918	ATL VALUELOADER
Registration Number:	2926907	CERTANCE
Registration Number:	2864338	DLT
Registration Number:	3399422	DLT
Registration Number:	2518368	DLT SUPER TAPE
Registration Number:	2373379	DLT TAPE
Registration Number:	2653470	DLT1
Registration Number:	2864339	DLTTAPE
Registration Number:	3655418	DXI
Registration Number:	2294666	FASTSTOR
Registration Number:	2211317	FILESERV

OP \$1465.00 2123355

Registration Number:	3934430	GOPROTECT
Registration Number:	3345352	GOVAULT
Registration Number:	2496768	LANVAULT
Registration Number:	2836782	LINEAR TAPE-OPEN
Registration Number:	2487985	LTO
Registration Number:	2815237	LTO LINEAR TAPE-OPEN
Registration Number:	2481663	
Registration Number:	2669251	PATHLIGHT
Registration Number:	3259974	Q
Registration Number:	3952952	QUANTUM
Registration Number:	2434568	QUANTUM
Registration Number:	2392749	QUANTUM
Registration Number:	2411810	QUANTUM
Registration Number:	2472677	QUANTUM
Registration Number:	2075239	QUANTUM
Registration Number:	1089619	QUANTUM
Registration Number:	926161	QUANTUM
Registration Number:	2386775	QUANTUM
Registration Number:	1749927	QUANTUM
Registration Number:	2012843	QUANTUM SIROCCO
Registration Number:	3732299	QUANTUM VISION
Registration Number:	2881314	SCALAR
Registration Number:	2030788	SCALAR
Registration Number:	3170393	SDLT
Registration Number:	3078209	SDLTTAPE
Registration Number:	1199437	SIDEWINDER
Registration Number:	3018998	STORAGECARE
Registration Number:	2468420	STORNEXT
Registration Number:	2987717	SUPERLOADER
Registration Number:	1869317	TAPESTOR
Registration Number:	2487984	ULTRIUM
Registration Number:	2576453	ULTRIUM LTO
Registration Number:	1464451	VIPER
Registration Number:	2935989	VS TAPE
Registration Number:	2937229	WHEN FAILURE IS NOT AN OPTION

	85303443	DXI ACCENT
Serial Number:	85263210	DASH
Serial Number:	85476480	DX-SERIES
Serial Number:	85263203	DXI DASH
Serial Number:	85476473	DXI-SERIES
Serial Number:	85518110	DXI0
Serial Number:	85518091	DXIZERO
Serial Number:	85476482	QUANTUM DX-SERIES
Serial Number:	85478509	QUANTUM DXI-SERIES

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 301-638-0511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	37841
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	03/30/2012

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 29th day of March, 2012, by and among **QUANTUM CORPORATION**, a Delaware corporation ("Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company ("WFCF"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 29, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Grantor, the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Grantor as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of March 29, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses constituting Collateral to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under such Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under such Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security

Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 24 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

QUANTUM CORPORATION

By: Shawn Hall
Name: Shawn Hall
Title: SVP, General Counsel

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**WELLS FARGO CAPITAL FINANCE, LLC, a
Delaware limited liability company**

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 004747 FRAME: 0695**

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

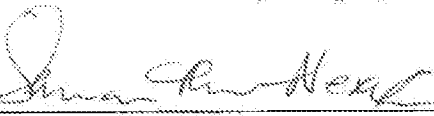
QUANTUM CORPORATION

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**WELLS FARGO CAPITAL FINANCE, LLC, a
Delaware limited liability company**

By:  _____
Name: Samantha Alexander
Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

GRANTOR	MARK	STATUS	SERIAL NO.	REGISTRATION NO.	DATE
Quantum Corporation	ADIC	REGISTERED	75-187710	2,123,355	12/23/97
Quantum Corporation	AMASS	REGISTERED	74-009022	1,610,492	8/21/90
Quantum Corporation	ATL SUPERLOADER	REGISTERED	76-471252	3,268,698	7/24/07
Quantum Corporation	ATL VALUELOADER	REGISTERED	76-471251	3,318,918	10/23/07
Quantum Corporation	CERTANCE	REGISTERED	78-214246	2,926,907	2/15/05
Quantum Corporation	DLT	REGISTERED	76-487967	2,864,338	7/20/04
Quantum Corporation	DLT (and Design)	REGISTERED	78-510625	3,399,422	3/18/08
Quantum Corporation	DLT SUPER TAPE (and Design)	REGISTERED	75-823333	2,518,368	12/11/01
Quantum Corporation	DLT TAPE (and Design)	REGISTERED	75-399623	2,373,379	8/1/00
Quantum Corporation	DLT1	REGISTERED	76-195002	2,653,470	11/26/02
Quantum Corporation	DLTTAPE	REGISTERED	76-487968	2,864,339	7/20/04
Quantum Corporation	DXI	REGISTERED	77-309905	3,655,418	7/14/09
Quantum Corporation	FASTSTOR	REGISTERED	75-339045	2,294,666	11/23/99
Quantum Corporation	FILESERV	REGISTERED	74-330814	2,211,317	12/15/98
Quantum Corporation	GOPROTECT	REGISTERED	85-091683	3,934,430	3/22/11
Quantum Corporation	GOVAULT	REGISTERED	78-659908	3,345,352	11/27/07
Quantum Corporation	LANVAULT	REGISTERED	75-660932	2,496,768	10/9/01
Quantum Corporation	LINEAR TAPE-OPEN	REGISTERED	75-983433	2,836,782	4/27/04
Quantum Corporation	LTO	REGISTERED	75-462012	2,487,985	9/11/11
Quantum Corporation	LTO LINEAR TAPE-OPEN (and Design)	REGISTERED	75-659481	2,815,237	2/17/04
Quantum Corporation	Miscellaneous Design	REGISTERED	75-873863	2,481,663	8/28/01
Quantum Corporation	PATHLIGHT	REGISTERED	78-093622	2,669,251	12/31/02
Quantum Corporation	Q (and Design)	REGISTERED	78-481629	3,259,974	7/10/07

Corporation					
Quantum Corporation	QUANTUM	REGISTERED	76-643655	3,952,952	5/3/11
Quantum Corporation	QUANTUM	REGISTERED	75-608837	2,434,568	3/13/01
Quantum Corporation	QUANTUM	REGISTERED	75-604153	2,392,749	10/10/00
Quantum Corporation	QUANTUM	REGISTERED	75-601999	2,411,810	12/12/00
Quantum Corporation	QUANTUM	REGISTERED	75-552214	2,472,677	7/31/01
Quantum Corporation	QUANTUM	REGISTERED	75-052261	2,075,239	7/1/97
Quantum Corporation	QUANTUM	REGISTERED	73-127739	1,089,619	4/18/78
Quantum Corporation	QUANTUM	REGISTERED	72-327773	926,161	12/28/71
Quantum Corporation	QUANTUM (Stylized)	REGISTERED	75-387699	2,386,775	12/19/00
Quantum Corporation	QUANTUM (Stylized)	REGISTERED	74-242149	1,749,927	2/2/93
Quantum Corporation	QUANTUM SIROCCO	REGISTERED	74-678698	2,012,843	10/29/96
Quantum Corporation	QUANTUM VISION	REGISTERED	77-530641	3,732,299	12/29/09
Quantum Corporation	SCALAR	REGISTERED	78-124228	2,881,314	9/7/04
Quantum Corporation	SCALAR	REGISTERED	74-605165	2,030,788	1/14/97
Quantum Corporation	SDLT	REGISTERED	76-613994	3,170,393	11/14/06
Quantum Corporation	SDLTTAPE	REGISTERED	76-613992	3,078,209	4/11/06
Quantum Corporation	SIDEWINDER	REGISTERED	73-322102	1,199,437	6/29/82
Quantum Corporation	STORAGECARE	REGISTERED	76-518536	3,018,998	11/29/05
Quantum Corporation	STORNEXT	REGISTERED	75-799829	2,468,420	7/10/01
Quantum Corporation	SUPERLOADER	REGISTERED	76-325313	2,987,717	8/23/05
Quantum Corporation	TAPESTOR	REGISTERED	74-429328	1,869,317	12/27/94
Quantum Corporation	ULTRIUM	REGISTERED	75-462005	2,487,984	9/11/01
Quantum Corporation	ULTRIUM LTO (and Design)	REGISTERED	75-659483	2,576,453	6/4/02
Quantum Corporation	VIPER	REGISTERED	73-655202	1,464,451	11/10/87
Quantum Corporation	VS TAPE (and Design)	REGISTERED	78-080096	2,935,989	3/29/05
Quantum Corporation	WHEN FAILURE IS NOT AN OPTION	REGISTERED	76-482946	2,937,229	4/5/05
Quantum Corporation	DXI ACCENT	ALLOWED	85-303443	N/A	4/25/11
Quantum Corporation	DASH	PENDING	85-263210	N/A	3/10/11

Corporation					
Quantum Corporation	DX-SERIES	PENDING	85-476480	N/A	11/18/11
Quantum Corporation	DXI DASH	PENDING	85-263203	N/A	3/10/11
Quantum Corporation	DXI-SERIES	PENDING	85-476473	N/A	11/18/11
Quantum Corporation	DXI0	PENDING	85-518110	N/A	1/17/12
Quantum Corporation	DXIZERO	PENDING	85-518091	N/A	1/17/12
Quantum Corporation	QUANTUM DX-SERIES	PENDING	85-476482	N/A	11/18/11
Quantum Corporation	QUANTUM DXI-SERIES	PENDING	85-478509	N/A	11/22/11

Trade Names

N/A

Common Law Trademarks

N/A

Trademarks Not Currently In Use

N/A

Trademark Licenses

N/A