

5901

05-21-2001



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

101724043

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

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

1. Name of conveying party(ies):

Cray, Inc.
(a Washington corporation)

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Washington
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: March 28, 2001

2. Name and address of receiving party(ies)

Name: Foothill Capital Corporation
(a California corporation)
2450 Colorado Avenue
Suite 3000 West
Santa Monica, CA 90404

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State California
☐ Other _____

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)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,644,996

Additional number(s) attached ☒ Yes ☐ No

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

Bernard R. Gans, Esq.
Jeffer, Mangels, Butler & Marmaro LLP
2121 Avenue of the Stars
10th Floor
Los Angeles, CA 90067

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 3.41).....\$ 415.00

- ☒ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

10-0440

(Attach duplicate copy of this page if paying by deposit account)

05/18/2001 GTON11 00000077 1644996

01 FC:481 40.00 OP
02 FC:482 375.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.

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.

Bernard R. Gans, Esq.

Name of Person Signing

Bernard R. Gans

Signature

May 9, 2001

Date

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

14

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002298 FRAME: 0968

Continuation of Recordation Form Cover Sheet for Trademarks

4. Application number(s) or registration number(s):

| A. Trademark Application No.(s) | B. Trademark Registration No.(s) | |
|---------------------------------|----------------------------------|-----------|
| | 1,307,788 | 1,622,950 |
| | 1,404,893 | 1,848,142 |
| | 1,524,333 | 1,852,899 |
| | 1,746,251 | 2,270,916 |
| | 1,978,484 | 1,921,698 |
| | 1,874,529 | 1,273,387 |
| | 1,910,704 | 1,417,328 |
| | 2,149,629 | |

SECURITY INTEREST IN TRADEMARKS

Cray Inc., a Washington corporation ("*Grantor*"), with its principal place of business and mailing address at 411 First Avenue S, Suite 600, Seattle, Washington 98104, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, grants to Foothill Capital Corporation, a California corporation (together with its successors and assigns, "*Secured Party*"), a continuing security interest in the following property:

(i) Each trademark, trademark registration and trademark application listed on **Schedule A** hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Grantor against third parties for damages (to the extent not effectively prohibited by an applicable and legally enforceable license agreement) by reason of past, present or future infringement of any trademark or trademark registration listed in **Schedule A** hereto or by reason of injury to the goodwill associated with any such trademark or trademark registration or trademark license, in each case together with the right to sue for and collect said damages:

to secure performance of all Obligations of the Grantor as set out in that certain Loan and Security Agreement, dated as of March 28, 2001, by and among Grantor, Cray Federal Inc. and Secured Party and that certain Intellectual Property Security Agreement dated as of March 28, 2001, by and between Grantor and Secured Party (collectively, the "*Agreements*").

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interests in the trademarks, trademark registrations and trademark applications made and granted hereby are more fully set forth in the Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

All terms defined in the Agreements, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

IN WITNESS WHEREOF, Grantor has caused this Security Interest in Trademarks to be duly executed as of March 28, 2001.

Grantor:

CRAY INC., a Washington corporation

By: 

Name: Kenneth C. Johnson

Title: VP-Finance

Secured Party:

FOOTHILL CAPITAL CORPORATION, a
California corporation

By: 

Name: Donald G. Diemar

Title: S.V.P.

Schedule A to
SECURITY INTEREST IN TRADEMARKS
Trademarks

SXM LADOC52675879 2 60654 0010 03/28/01

TRADEMARK
REEL: 002298 FRAME: 0972

Cray Inc.
Registered Trademarks
3/26/2001

| <u>Trademark Name</u> | <u>Jurisdiction</u> | <u>Registration Date</u> | <u>Registration Number</u> |
|-----------------------|----------------------|--------------------------|----------------------------|
| AUTOTASKING | Canada | 8/30/91 | 388282 |
| AUTOTASKING | France | 5/14/91 | 1661756 |
| AUTOTASKING | USA | 5/21/91 | 1644996 |
| CR/UX | France | 3/5/93 | 92434976 |
| CRAY | Argentina | 8/31/94 | 1535465 |
| CRAY | Argentina | 3/5/86 | 1610188 |
| CRAY | Australia | 3/19/94 | A461918 |
| CRAY | Austria | 2/2/90 | 129378 |
| CRAY | Benelux | 7/5/89 | 466238 |
| CRAY | Benelux | 9/27/84 | 404111 |
| CRAY | Brazil | 12/10/85 | 811495019 |
| CRAY | Canada | 3/29/96 | 456212 |
| CRAY | Chile | 7/25/89 | 545725 |
| CRAY | China | 4/10/89 | 283920 |
| CRAY | China | 8/10/87 | 295920 |
| CRAY | China | 8/10/87 | 295911 |
| CRAY | Colombia | 11/18/94 | 171794 |
| CRAY | Czech Republic | 5/11/93 | 172631 |
| CRAY | Denmark | 9/14/90 | 5989/90 |
| CRAY | European Community | 7/9/98 | 70490 |
| CRAY | Finland | 3/6/89 | 103552 |
| CRAY | France | 7/10/89 | 1639315 |
| CRAY | France | 9/27/84 | 1285151 |
| CRAY | Germany | 1/24/96 | 39515938 |
| CRAY | Greece | 2/20/96 | 108023 |
| CRAY | Hong Kong | 9/1/86 | B1897/1987 |
| CRAY | Hong Kong | 8/5/86 | 1616/1987 |
| CRAY | Hungary | 6/13/94 | 138910 |
| CRAY | Ireland, Republic of | 8/16/94 | 150923 |
| CRAY | Italy | 10/19/88 | 497378 |
| CRAY | Japan | 4/25/97 | 3294737 |
| CRAY | Japan | 10/31/90 | 2276390 |
| CRAY | Japan | 6/13/97 | 4011869 |
| CRAY | Korea, South | 12/19/84 | 108165 |

| <u>Trademark Name</u> | <u>Jurisdiction</u> | <u>Registration Date</u> | <u>Registration Number</u> |
|--------------------------|---------------------|--------------------------|----------------------------|
| CRAY | Kuwait | 11/1/98 | 29774 |
| CRAY | Mexico | 8/26/97 | 560794 |
| CRAY | Norway | 4/14/88 | 131946 |
| CRAY | Paraguay | 11/27/89 | 137595 |
| CRAY | Poland | 4/19/94 | 76026 |
| CRAY | Portugal | 12/7/92 | 256959 |
| CRAY | Russian Federation | 6/17/96 | 143242 |
| CRAY | Saudi Arabia | 2/28/88 | 17666 |
| CRAY | Slovak Republic | 3/2/95 | 173954 |
| CRAY | South Africa | | 96/10879 |
| CRAY | Spain | 7/19/89 | 1512435 |
| CRAY | Sweden | 8/12/88 | 211744 |
| CRAY | Switzerland | 10/3/84 | 334980 |
| CRAY | Taiwan | 4/15/87 | 363012 |
| CRAY | Taiwan | 5/16/86 | 283947 |
| CRAY | Thailand | 2/24/95 | KOR25822 |
| CRAY | Turkey | 5/7/92 | 135033 |
| CRAY | United Kingdom | 4/12/95 | 2017755 |
| CRAY | USA | 12/4/84 | 1307788 |
| CRAY | Venezuela | 2/1/91 | 140637 |
| CRAY | Venezuela | 2/1/91 | 140636 |
| CRAY ACADEMY | USA | 11/13/90 | 1622950 |
| CRAY ADVANTAGE SERVICES | Canada | 9/10/97 | 482393 |
| CRAY ADVANTAGE SERVICES | Japan | 10/24/97 | 4075316 |
| CRAY ADVANTAGE SERVICES | Korea, South | 9/24/98 | 47403 |
| CRAY ADVANTAGE SERVICES | Singapore | | T96/04382G |
| CRAY ADVANTAGE SERVICES | Switzerland | 3/31/97 | 437855 |
| CRAY ADVANTAGE SERVICES | Taiwan | 6/16/97 | 9158291582 |
| CRAY CHANNELS (Stylized) | USA | 8/12/86 | 1404893 |
| CRAY CHIPS (Stylized) | Canada | 7/17/87 | 330038 |
| CRAY CUBE DESIGN | France | 8/31/93 | 93481929 |
| CRAY CUBE DESIGN | Germany | 7/8/94 | 2070429 |
| CRAY CUBE DESIGN | Japan | 9/30/96 | 3202712 |
| CRAY CUBE DESIGN | Switzerland | 3/7/95 | 414934 |
| CRAY CUBE DESIGN | United Kingdom | 11/25/94 | 1546091 |
| CRAY CUBE DESIGN | USA | 8/2/94 | 1848142 |

| <u>Trademark Name</u> | <u>Jurisdiction</u> | <u>Registration Date</u> | <u>Registration Number</u> |
|-----------------------|---------------------|--------------------------|----------------------------|
| CRAY RESEARCH | Argentina | 5/30/96 | 1601965 |
| CRAY (Stylized) | Benelux | 5/9/90 | 481554 |
| CRAY SUPERCLUSTER | Japan | 1/16/98 | 4103276 |
| CRAY SUPERSERVER | Germany | 11/3/94 | 2083619 |
| CRAY SUPERSERVER | United Kingdom | 9/27/96 | 1562522 |
| CRAY UNICOS | Indonesia | 12/29/94 | 320530 |
| CRAY UNICOS | Spain | 1/5/95 | 1909476 |
| CRAY Y-MP | Denmark | 8/30/91 | 5601/91 |
| CRAY Y-MP | Japan | 10/29/93 | 2590546 |
| CRAY Y-MP | Switzerland | 11/17/87 | 358800 |
| CRAY Y-MP | United Kingdom | 10/29/87 | 1325271 |
| CRAY Y-MP (Stylized) | Brazil | 4/6/93 | 814666639 |
| CRAY Y-MP (Stylized) | Canada | 1/18/91 | 378377 |
| CRAY Y-MP (Stylized) | USA | 2/14/89 | 1524333 |
| CRAY YMP | Sweden | 7/31/92 | 238341 |
| CRAY-1 | Australia | 4/28/81 | B359582 |
| CRAY-1 | Brazil | 7/26/88 | 812537912 |
| CRAY-1 | Israel | 5/10/81 | 52108 |
| CRAY-1 | Singapore | 3/20/84 | B1257/84 |
| CRAY-1 | Switzerland | 7/27/76 | 283996 |
| CRAY-1 | United Kingdom | 4/5/76 | B1066304 |
| CRAYPACS (Stylized) | Japan | 7/25/97 | 4034240 |
| CRAYQUEST | Singapore | 1/19/96 | T96/00669G |
| CRAYSOFT | Italy | 11/26/96 | 693441 |
| CRAYSOFT | USA | 9/6/94 | 1852899 |
| CRI/TURBOKIVA | Canada | 6/28/96 | 459921 |
| CRINFORM | Benelux | 9/1/92 | 510274 |
| CRINFORM | Canada | 4/9/93 | 410901 |
| CRINFORM | Denmark | 7/24/92 | 6701/1992 |
| CRINFORM | Finland | 2/7/94 | 130380 |
| CRINFORM | France | 2/21/92 | 92406699 |
| CRINFORM | Germany | 1/14/93 | 2028006 |
| CRINFORM | Italy | 12/27/94 | 640205 |
| CRINFORM | Japan | 5/31/94 | 2668088 |
| CRINFORM | Norway | 10/7/93 | 159459 |
| CRINFORM | Sweden | 9/18/92 | 240374 |

| <u>Trademark Name</u> | <u>Jurisdiction</u> | <u>Registration Date</u> | <u>Registration Number</u> |
|-----------------------|---------------------|--------------------------|----------------------------|
| CRINFORM | Switzerland | 12/4/92 | 397058 |
| CRINFORM | United Kingdom | 2/12/92 | 1490625 |
| CRINFORM | USA | 1/12/93 | 1746251 |
| EMDS | Benelux | 12/1/92 | 515076 |
| EMDS | France | 6/24/94 | 92416065 |
| EMDS | Germany | 5/10/93 | 2035845 |
| EMDS | Italy | 12/28/94 | 642246 |
| EMDS | Japan | 3/31/95 | 3031077 |
| EMDS | Switzerland | 12/24/92 | 397588 |
| EMDS | United Kingdom | 7/9/93 | 1497933 |
| GIGARING | Japan | 7/31/98 | 4172647 |
| GIGARING (Stylized) | Canada | 5/13/99 | 511803 |
| GIGARING (Stylized) | Korea, South | 11/14/97 | 382256 |
| GIGARING (Stylized) | Switzerland | 4/18/97 | 438745 |
| GIGARING (Stylized) | Taiwan | 9/16/97 | 771572 |
| GIGARING (Stylized) | USA | 8/17/99 | 2270916 |
| HEXAR | France | 4/19/96 | 95596903 |
| HEXAR | Germany | 8/21/96 | 39543965 |
| HEXAR | Japan | 12/4/98 | 4217621 |
| HEXAR | Switzerland | 2/14/97 | 435136 |
| HEXAR | USA | 6/4/96 | 1978484 |
| LIBSCI | USA | 9/26/95 | 1921698 |
| MPP APPRENTICE | USA | 1/17/95 | 1874529 |
| SSD | USA | 4/10/84 | 1273387 |
| SUPERCLUSTER | France | 4/12/96 | 95595918 |
| SUPERCLUSTER | USA | 8/8/95 | 1910704 |
| TURBOKIVA | Japan | 8/30/96 | 3192177 |
| UNI-COS | Germany | 9/12/88 | 1127368 |
| UNI-COS | Portugal | 4/24/91 | 238661 |
| UNI-COS | Switzerland | 5/13/86 | 345983 |
| UNICOS | Australia | 1/30/86 | A439854 |
| UNICOS | Austria | 12/21/89 | 128800 |
| UNICOS | Benelux | 10/8/86 | 416919 |
| UNICOS | Brazil | 4/7/92 | 815322640 |
| UNICOS | Canada | 2/26/88 | 337347 |
| UNICOS | Chile | 11/25/91 | 377914 |

| <u>Trademark Name</u> | <u>Jurisdiction</u> | <u>Registration Date</u> | <u>Registration Number</u> |
|-----------------------|----------------------|--------------------------|----------------------------|
| UNICOS | Czech Republic | 5/11/93 | 172629 |
| UNICOS | Finland | 8/5/88 | 101995 |
| UNICOS | France | 1/30/86 | 1340719 |
| UNICOS | Greece | 5/19/97 | 117806 |
| UNICOS | Hungary | 4/20/93 | 134369 |
| UNICOS | Ireland, Republic of | 2/16/94 | 147018 |
| UNICOS | Israel | 2/5/86 | 62707 |
| UNICOS | Italy | 10/23/97 | 731410 |
| UNICOS | Japan | 6/18/99 | 4285723 |
| UNICOS | Korea, South | 1/8/87 | 136426 |
| UNICOS | Korea, South | 12/30/86 | 135925 |
| UNICOS | Kuwait | 11/1/98 | 29249 |
| UNICOS | Mexico | 12/20/90 | 388595 |
| UNICOS | Norway | 6/25/87 | 129233 |
| UNICOS | Poland | 4/19/94 | 76025 |
| UNICOS | Russian Federation | 5/30/96 | 142792 |
| UNICOS | Saudi Arabia | 11/22/87 | 169/72 |
| UNICOS | Singapore | 2/18/86 | 650/86 |
| UNICOS | Slovak Republic | 3/2/95 | 173952 |
| UNICOS | South Africa | 3/16/95 | 91/10415 |
| UNICOS | Sweden | 7/1/88 | 211209 |
| UNICOS | Thailand | 11/18/94 | KOR20262 |
| UNICOS | USA | 11/18/86 | 1417328 |
| UNICOS/MK | France | 4/19/96 | 95596902 |
| UNICOS/MK & DESIGN | Canada | 11/9/98 | 503842 |
| UNICOS/MK & DESIGN | Germany | 7/1/96 | 39543966 |
| UNICOS/MK & DESIGN | Japan | 1/14/00 | 4350455 |
| UNICOS/MK & DESIGN | Switzerland | 2/13/97 | 436838 |
| UNICOS/MK & DESIGN | United Kingdom | 1/7/97 | 2042521 |
| UNICOS/MK & DESIGN | USA | 4/7/98 | 2149629 |
| Y-MP | Chile | 9/9/92 | 377661 |
| Y-MP | Czech Republic | 5/11/93 | 172630 |
| Y-MP | Hungary | 9/14/93 | 137461 |
| Y-MP | Poland | 4/19/94 | 76024 |
| Y-MP | Slovak Republic | 3/2/95 | 173953 |
| Y-MP | South Africa | 9/6/94 | 91/10416 |

| <u>Trademark Name</u> | <u>Jurisdiction</u> | <u>Registration Date</u> | <u>Registration Number</u> |
|-----------------------|---------------------|--------------------------|----------------------------|
| Y-MP EL | Greece | 9/22/95 | 108021 |
| Y-MP EL | Turkey | 5/7/92 | 135401 |
| YMP | Finland | 12/20/89 | 105998 |

Cray Inc.
Applications for Trademarks
3/26/2001

| <u>Trademark</u> | <u>Country</u> | <u>Registration No.</u> | <u>Date Filed</u> |
|---------------------|--------------------|-------------------------|-------------------|
| CRAY | India | 513186 | 7/10/89 |
| CRAY | Indonesia | D9517729 | 9/27/95 |
| CRAY | Malaysia | 91/02145 | 5/6/91 |
| CRAY | Philippines | 106105 | 2/21/96 |
| CRAY ADVANTAGE | European Community | 241281 | 4/19/96 |
| CRAY Y-MP | Malaysia | 91/03169 | 6/29/91 |
| CRAY YMS | Malaysia | 91/03168 | 6/29/91 |
| CRINFORM | Philippines | 106107 | 2/21/96 |
| CRINFORM | Singapore | 12355/95 | 12/22/95 |
| GIGARING (Stylized) | European Community | 241307 | 4/19/96 |
| GIGARING (Stylized) | Singapore | 4383/96 | 5/3/96 |
| UNICOS | Argentina | 2152220 | 5/21/98 |
| UNICOS | European Community | 70532 | 4/1/96 |
| UNICOS | India | 513187 | 7/10/89 |
| UNICOS | Japan | 678331 | 8/2/94 |
| UNICOS | Malaysia | 91/02144 | 5/6/91 |
| UNICOS | Philippines | 106106 | 2/21/96 |

Cray Inc.
Common Law Trademarks
3/26/2001

| | |
|------------------------------|-------------------------------|
| CCI | CRAY NQS |
| CCMT | CRAY RESEARCH |
| CF90 | CRAY ROUTER |
| CFT | CRAY S-MP |
| CFT2 | CRAY SSD-T90 |
| CFT77 | CRAY SUPERSERVER 6400 |
| CONCURRENT MAINTENANCE TOOLS | CRAY SUPERSPARC SYSTEMS, INC. |
| COS | CRAY SV1 |
| CRAY ANIMATION THEATER | CRAY SV2 |
| CRAY APP | CRAY T3D |
| CRAY C++ COMPILING SYSTEM | CRAY T3E |
| CRAY C90 | CRAY T3E-1200E |
| CRAY C90D | CRAY T3E-900 |
| CRAY C916 | CRAY T90 |
| CRAY C92A | CRAY T916 |
| CRAY C94 | CRAY T932 |
| CRAY C94A | CRAY T94 |
| CRAY CF90 | CRAY TUTOR |
| CRAY CHANNELS | CRAY V |
| CRAY CHIPS | CRAY X-MP |
| CRAY EL | CRAY XMS |
| CRAY EL90 | CRAY Y MP |
| CRAY EL94 | CRAY Y-MP and Design |
| CRAY EL98 | CRAY-2 |
| CRAY EXPLORER | CRAY-3 |
| CRAY J90 | CRAY-UNICOS |
| CRAY J90SE | CRAY/REELIBRARIAN |
| CRAY J916 | CRAYDOC |
| CRAY J916SE | CRAYDRAW |
| CRAY J932 | CRAYFAST |
| CRAY J932SE | CRAYFIRE LIMITED |
| CRAY METEOROLOGICAL CENTER | CRAYHAY |
| CRAY ML-SAFE | CRAYMASTERS |
| CRAY MSP | CRAYON |
| CRAY ND | CRAYOTHERM |
| CRAY ND-30 | CS6400 |
| CRAY ND-40 | CSIM |

Cray Inc.
Common Law Trademarks
3/26/2001

CVT
DELIVERING THE POWER
DGAUSS
DOCVIEW
DWB
FASTRACK
HYPERTRACE
INTERFACE NEWSLETTER
IOS
MY CRAY
ND SERIES NETWORK DISK ARRAY
NETWORK QUEUING ENVIRONMENT
NETWORK SUPERCOMPUTING
OLNET
RQS
SAVANT/CRAY SOLUTIONS
SEGLDR
SMARTE
SUPERLINK
SUPERSERVER
SUPERSOLUTIONS
TERA-3D
TRUSTED UNICOS
UNICOS MAX
UNICOS/MK (Stylized)
X-MPR
YMP
Y-MP/
Y-MP C-90
Y-MP EL