

06-03-2002
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ASSIGNMENT FORM COVER SHEET
TRADEMARKS ONLY

TO: The Director For Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New 5.28.02
- Resubmission (Non-Recordation)
Document ID # []
- Correction of PTO Error
Reel # [] Frame # []
- Corrective Document
Reel # [] Frame # []

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Change of Name Other
- Effective Date
Month Day Year
[]

Conveying Party

Mark if additional names of conveying parties attached

- Name [Stratus Technologies International, SARL] Execution Date
Month Day Year
February 22, 2002
- Formerly []
- Individual General Partnership Limited Partnership Corporation Association
- Other []
- Citizenship/State of Incorporation/Organization [Luxembourg]

Receiving Party

Mark if additional names of receiving parties attached

- Name [Stratus Technologies Bermuda Ltd.]
- DBA/AKA/TA []
- Composed of []
- Address (line 1) [Reidhall, 3 Reid Street]
- Address (line 2) []
- Address (line 3) [Hamilton HM11] [Bermuda] []
City State/Country Zip Code
- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document attached. from Assignment.)
- Corporation Association
- Other []
- Citizenship/State of Incorporation/Organization [Bermuda]

FINANCE SECTION
MAY 08 AM 9:00

06/03/2002 OWNED 00000037 75598920

01 FC:481 40.00 DP
02 FC:482 275.00 DP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

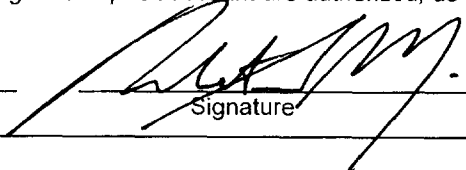
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Robert S. Blasi, Esq.
Name of Person Signing


Signature

May 23rd, 2002
Date Signed

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("*Assignment*"), effective as of the 22nd day of February 2002 ("*Effective Date*"), by and between Stratus Technologies International, S.A r.l. a company organized under the laws of Luxembourg ("*Assignor*") and Stratus Technologies Bermuda Ltd., a company organized under the laws of Bermuda ("*Assignee*").

WHEREAS, Assignor is the exclusive owner of all right, title and interest in and to certain intellectual property;

WHEREAS, Assignor agrees to assign to Assignee the entirety of Assignor's right, title and interest in and to such intellectual property; and

WHEREAS, Assignee agrees to accept the entirety of Assignor's right, title and interest in and to such intellectual property;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor does hereby assign, transfer and convey to Assignee and its successors, assigns and nominees forever, without any restrictions, reservations or limitations, any and all of Assignor's entire worldwide right, title and interest in and to all intellectual property rights of any kind or nature owned, held or used in connection with Assignor's business as of the date hereof, including without limitation:

1. All of its patents, inventions, discoveries, technology, know-how and trade secrets, including without limitation the patents and patent applications listed on Schedule A annexed hereto;
2. All of its trademarks, trade names, service marks, service names, brand names, domain names, logos and other source indicators in the United States and all foreign countries, including without limitation the registrations and applications for the foregoing listed on Schedule B annexed hereto, together with the goodwill of Assignor's business appertaining thereto and/or symbolized thereby;
3. All of its copyrights and copyrightable works (including software, databases and related items), including without limitation the copyright registrations and applications listed on Schedule C annexed hereto;
4. All rights, priorities and privileges of Assignor provided under the laws of the United States and all applicable nations, including without limitation the nations listed on Schedules A-C, or any multinational law, compact, treaty, protocol, convention or organization, with respect to the foregoing rights;
5. All rights to sue at law or in equity for any infringement, impairment or other unauthorized use or conduct in derogation of the foregoing rights occurring prior to the Effective Date, including the right to receive all proceeds and damages therefrom; and

6. Any and all rights to obtain renewals, reissues, re-examinations, divisions, extensions or other legal protections pertaining to the foregoing rights (the rights in sections 1-6, collectively "*Assigned Rights*").

Assignee, its successors and assigns, shall hold the rights to the Assigned Rights for and during the existence of the term and life of such Assigned Rights, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

This Assignment is effective as of the Effective Date. Assignor shall, without further consideration, comply with a reasonable request by Assignee, at Assignee's expense, to execute promptly any additional documents provided by Assignee and to take promptly any further action necessary to protect, secure and vest good, valid and marketable title to the Assigned Rights in Assignee in all relevant nations, including without limitation the nations listed on Schedules A-C.

The parties agree that the assignment of each item on Schedules A-C shall be construed as separable and divisible from the assignment of every other item. The unenforceability or invalidity of this Assignment with respect to any one item shall not limit its enforceability or validity, in whole or in part, with respect to any other item.

This Assignment may be signed in one or more counterparts, each of which shall be an original and all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each party and received by the other party.

This Assignment shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Country	Trademark/Service Mark	Assigned	Date Filed	Application Number	Date Registered	Registration Number	Class	Renewal Date	Remarks (Next Action)
United States	Stratus 24x7 with design	Y		78/032,971			9,16,37,38,41,42		Application Pending.
United States	ftServer with design	Y		76/024,555			9,16,37,38,41,42		Application Pending.
United States	ftServer	Y	2/11/00	75/917,156			9,16,37,38,41,42		First OA due Feb 4, 2001.
United States	ftc server	Y	8/18/00	76/128,568			9,16,37,38,41,42		Application Pending.

United States	STRATUS	Y	4/28/82	73-361,973	11/20/84	1305730	9	11/2/04	Section 8: 2/27/81 Section 15: 2/27/81
United States	STRATUS - Stylized	Y	4/28/82	73-361,952	2/21/84	1257757	9	2/21/04	Section 8: 11/28/83 Section 15: 11/28/83
United States	Continuous Processing	Y	1/3/83	73-407,989	2/18/85	1321477 (Supp Reg)	9	2/19/05	Section 8: 12/18/90 Section 15: N/A
United States	Stratalink	Y	8/4/87	73-664,617	11/22/88	1513375	9	11/1/08	Section 8: 1/25/85 Section 15: 1/25/85
United States	Stratanet	Y	6/4/87	73-664,616	1/28/88	1474016	9	1/28/08	Section 8: 2/18/94 Section 15: 2/18/94
United States	Continuum	Y	7/14/94	74/549,048	9/17/96	2,001,821	9	8/27/06	Sec 8 & 15 due 8/17/2001-9/17/2002
United States	The Availability Company	Y	12/1/98	75/538,920			42		Application pending.
United States	24x7 with design	Y					9,16,37,38,41,42		Application Pending.