

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

## CONVEYING PARTY DATA

| Name                              | Formerly | Execution Date | Entity Type                                  |
|-----------------------------------|----------|----------------|--|
| Stratus Technologies Bermuda Ltd. |          | 12/16/2003     | Company organized under the laws of Bermuda: |

## RECEIVING PARTY DATA

|                 |  |
|-----------------|--|
| Name:           | JPMorgan Chase Bank, as Administrative Agent |
| Street Address: | P.O. Box 2558                                |
| City:           | Houston                                      |
| State/Country:  | TEXAS  |
| Postal Code:    | 77252  |
| Entity Type:    | New York Banking Corporation:                |

## PROPERTY NUMBERS Total: 13

| Property Type        | Number   | Word Mark                |
|----------------------|----------|--------------------------|
| Registration Number: | 2515844  | THE AVAILABILITY COMPANY |
| Registration Number: | 2727568  | FTSERVER                 |
| Registration Number: | 2564766  | FTSERVER                 |
| Serial Number:       | 78064464 | SINAP                    |
| Registration Number: | 1305730  | STRATUS                  |
| Registration Number: | 1267767  | STRATUS                  |
| Registration Number: | 1321477  | CONTINUOUS PROCESSING    |
| Registration Number: | 1513375  | STRATALINK               |
| Registration Number: | 1474016  | STRATANET                |
| Registration Number: | 2001821  | CONTINUUM                |
| Serial Number:       | 76032971 | STRATUS 24 7             |
| Serial Number:       | 76129868 | FTCSERVER                |
| Serial Number:       | 76147645 | 24/7                     |

## CORRESPONDENCE DATA

900004132

TRADEMARK  
REEL: 002774 FRAME: 0055

OP \$340.00 2515844

Fax Number: (212)455-2502

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (212) 455-2276

Email: KSolomon@stblaw.com

Correspondent Name: Alison J. Winick, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:

509265/0631

NAME OF SUBMITTER:

Kimberly Solomon

Total Attachments: 6

source=STBL\_SI\_#page1.tif

source=STBL\_SI\_#page2.tif

source=STBL\_SI\_#page3.tif

source=STBL\_SI\_#page4.tif

source=STBL\_SI\_#page5.tif

source=STBL\_SI\_#page6.tif

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (the "Agreement"), dated as of December 16, 2003 is made by Stratus Technologies Bermuda Ltd., a company organized under the laws of Bermuda (the "Additional Subsidiary"), in favor of JPMorgan Chase Bank, a New York banking corporation, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders") party to the Revolving Credit Agreement, dated as of November 18, 2003 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Stratus Technologies, Inc. (formerly known as Stratus Computer (DE), Inc.), a Delaware Corporation (the "Borrower"), Stratus Technologies International, S.à r.l. (formerly known as Stratus Computer Systems, S.à r.l.), a company organized under the laws of Luxembourg, ("HubCo"), the Lenders, the Agent and the other parties named therein.

W I T N E S S E T H:

WHEREAS, the Additional Subsidiary has executed and delivered a Collateral Agreement, dated as of November 18, 2003, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, the Additional Subsidiary pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Trademarks (as defined in the Collateral Agreement);

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make financial accommodations to the Borrower pursuant to the Credit Agreement, the parties hereto agree, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Collateral Agreement.

SECTION 2. Grant of Security Interest. The Additional Subsidiary hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

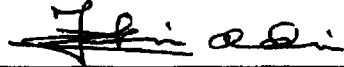
SECTION 3. Purpose. This Agreement has been executed and delivered by the Additional Subsidiary for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Additional Subsidiary does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

STRATUS TECHNOLOGIES BERMUDA LTD.


By:   
Name: ZAHID ZAKIMUDDIN  
Title:

JPMORGAN CHASE BANK  
as Administrative Agent for the Lenders

By: \_\_\_\_\_  
Name:  
Title:

STATE OF NEW YORK     )  
  ) ss  
COUNTY OF NEW YORK    )

On the 10th day of December, 2003, before me personally came Zahid Zakiuddin, who is personally known to me to be the Authorized Signatory of Stratus Technologies Bermuda Ltd., a Bermuda corporation; who, being duly sworn, did depose and say that she/he is the Authorized Signatory in such company, the company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

MARY ANN LYNCH  
Notary Public, State of New York  
No. 0160338  
Qualified in Nassau County  
Commission Expires May 31, 2006

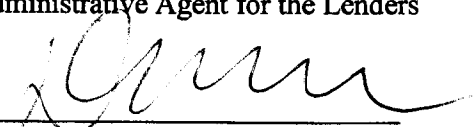
(PLACE STAMP AND SEAL ABOVE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

STRATUS TECHNOLOGIES BERMUDA LTD.

By: \_\_\_\_\_  
Name:  
Title:

JPMORGAN CHASE BANK  
as Administrative Agent for the Lenders

By:   
Name: David M. Mallett  
Title: Vice President

## SCHEDULE A

### U.S. Trademark Registrations

| Title                       | Registration Number |
|-----------------------------|---------------------|
| The Availability Company    | 2,515,844           |
| ftServer <i>with design</i> | 2,727,568           |
| ftServer                    | 2,564,766           |
| SINAP                       | 78/064,464          |
| STRATUS                     | 1,305,730           |
| STRATUS (stylized)          | 1,267,767           |
| CONTINUOUS PROCESSING       | 1,321,477           |
| STRATALINK                  | 1,513,375           |
| STRATANET                   | 1,474,016           |
| Continuum                   | 2,001,821           |

### U.S. Trademark Applications

| Title                           | Application Number |
|---------------------------------|--------------------|
| Stratus 24x7 <i>with design</i> | 76/032,971         |
| ftc Server                      | 76/129,868         |
| 24x7 <i>with design</i>         | 76/147,645         |