

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
Silicon Graphics, Inc.		04/12/2005	CORPORATION: DELAWARE
Silicon Graphics Federal, Inc.		04/12/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill Capital, Inc.
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2803777	ALTIX
Registration Number:	2815943	REALITY CENTER
Registration Number:	2621592	REALITY CENTER
Registration Number:	2759937	SILICON GRAPHICS FUEL
Registration Number:	1455094	SUPERSERVER
Registration Number:	2821359	TEZRO
Registration Number:	2391558	VIZUAL WORKSTATION
Registration Number:	2709544	XFS
Serial Number:	78489817	OPEN INVENTOR
Serial Number:	76350340	OPENMP
Serial Number:	78983314	
Serial Number:	78411146	SGIUG
Serial Number:	78365065	SHMEM

CH \$365.00 2803777

Serial Number:

78494679

SILICON GRAPHICS PRISM

CORRESPONDENCE DATA

Fax Number: (310)203-0567

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

Phone: (310) 203-8080

Email: trademarkdocket@jmbm.com

Correspondent Name: Bernard R. Gans

Address Line 1: 1900 Avenue of the Stars, 7th Floor

Address Line 4: Los Angeles, CALIFORNIA 90067-4308

NAME OF SUBMITTER:

Bernard R. Gans

Signature:

/bernard r gans/

Date:

08/03/2005

Total Attachments: 4

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EXHIBIT E

TRADEMARK SECURITY AGREEMENT

Silicon Graphics, Inc., a Delaware corporation, and Silicon Graphics Federal, Inc., a Delaware corporation (collectively, "*Grantor*"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, grant to Wells Fargo Foothill Capital, Inc., a California corporation, as agent for and representative of (in such capacity herein called "*Secured Party*") the Bank Product Providers and the financial institutions ("*Lenders*") party to that certain Second Amended and Restated Credit Agreement, entered into by and among the Grantor, Agent, and Lenders, dated as of April 12, 2005 (the "*Credit Agreement*"), 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 Grantor under the Credit Agreement and as set out in that certain Amended and Restated Intellectual Property Security Agreement dated as of March 21, 2005, by and among Grantor and Secured Party (the "*Agreement*").

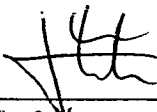
Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the works of authorship, trademarks, trademark registrations and recordings, and trademark applications made and granted hereby are more fully set forth in the Agreement,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

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

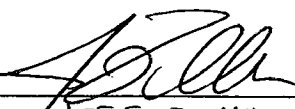
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed as of April __, 2005.

GRANTOR:

SILICON GRAPHICS, INC., a Delaware corporation

By: 
Name: JEAN FURTER
Title: VICE PRESIDENT TREASURER

SILICON GRAPHICS FEDERAL, INC., a Delaware corporation

By: 
Name: JEFF ZIEMER
Title: VICE PRESIDENT

ACCEPTED BY SECURED PARTY:

WELLS FARGO FOOTHILL, INC., a California corporation, as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed as of April 12, 2005.

GRANTOR:

SILICON GRAPHICS, INC., a Delaware corporation

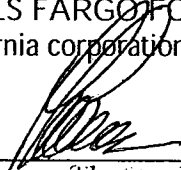
By: _____
Name: _____
Title: _____

SILICON GRAPHICS FEDERAL, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

ACCEPTED BY SECURED PARTY:

WELLS FARGO Foothill, INC., a California corporation, as Agent

By:  _____
Name: Thomas P. Shughrue
Title: Vice President

**Schedule A to
TRADEMARK SECURITY AGREEMENT**

Trademarks

Trademark Name	Registration No.	Application Number
ALTIX	2803777	
OPEN INVENTOR		78/489817
OPENMP		76/350340
REALITY CENTER	2815943	
REALITY CENTER		78/983314
REALITY CENTER	2621592	
SGIUG		78/411146
SHMEM		78/365065
SILICON GRAPHICS FUEL	2759937	
SILICON GRAPHICS PRISM		78/494679
SUPERSERVER	1455094	
TEZRO	2821359	
VIZUAL WORKSTATION (STYLIZED)	2391558	
XFS	2709544	