

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement (First Lien)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Stratus Technologies Bermuda Ltd.		03/29/2006	CORPORATION: BERMUDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Goldman Sachs Credit Partners L.P.		
<b>Street Address:</b>	c/o Goldman, Sachs & Co. 30 Hudson Street, 17th Floor		
<b>City:</b>	Jersey City		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07302		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: BERMUDA		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1305730	STRATUS	
Registration Number:	1267767	STRATUS	
Registration Number:	1321477	CONTINUOUS PROCESSING	
Registration Number:	1513375	STRATALINK	
Registration Number:	1474016	STRATANET	
Registration Number:	2816979	SINAP	
Registration Number:	2001821	CONTINUUM	
Registration Number:	2515844	THE AVAILABILITY COMPANY	
Registration Number:	2727568	FTSERVER	
Registration Number:	2564766	FTSERVER	
Serial Number:	76032971	STRATUS 24 7	
Serial Number:	76129868	FTCSERVER	
<b>CORRESPONDENCE DATA</b>			

OP \$315.00 1305730

Fax Number: (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 714-540-1235  
Email: ipdocket@lw.com  
Correspondent Name: Latham & Watkins LLP  
Address Line 1: 650 Town Center Drive, Suite 2000  
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	022411-0587 (FIRST LIEN)
NAME OF SUBMITTER:	Anna T. Kwan
Signature:	/Anna T. Kwan/
Date:	04/03/2006

**Total Attachments: 13**  
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of March 29, 2006 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), between each of the signatories hereto ((together with any other entity that may become a party hereto as provided in the Collateral Agreement (as defined below), the "Grantors"), and Goldman Sachs Credit Partners L.P. ("GSCP"), in its capacity as administrative agent for the Secured Parties (together with any successors and assigns thereto in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, Grantors are party to a Collateral Agreement dated as of March 29, 2006 (the "Collateral Agreement") between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders (as defined below) to enter into the First Lien Credit Agreement, dated as of March 29, 2006 among Stratus Technologies, Inc., Stratus Technologies Bermuda Ltd., Stratus Technologies International, S.á r.l., the lenders from time to time parties thereto (the "Lenders"), Deutsche Bank Securities Inc. ("DBSI"), as syndication agent, GSCP, as administrative agent, and GSCP and DBSI, as joint lead arrangers and joint bookrunners, the Grantors hereby agree with the Administrative Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meaning given to them in the Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Collateral Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

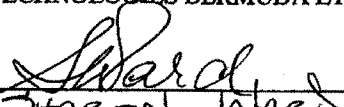
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

STRATUS TECHNOLOGIES BERMUDA LTD.

By:

  
Name: SHARON WARD  
Title: SECRETARY

FIRST LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK  
REEL: 003281 FRAME: 0122

Accepted and Agreed:

GOLDMAN SACHS CREDIT PARTNERS L.P.,  
as Administrative Agent

By: Walter A. Jackson  
Name: Walter A. Jackson  
Title: Managing Director

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS AND APPLICATIONS

See attached.

Stratus Technologies Bermuda Ltd. TRADEMARKS

Country	Trademark/Service Mark	Date Filed	Application Number	Date Registered	Registration Number	Class
Argentina	STRATUS	4/23/1991	1,797,947	10/31/1994	1,541,634	9
Argentina	STRATUS	8/3/1994	1,930,927	2/14/1996	1,591,603	42
Argentina	STRATUS	3/25/1992	1,836,728	10/27/1999	1,758,999	37
Australia	STRATUS	N/A	N/A	12/22/1981	A402,240	37
Australia	STRATUS	N/A	N/A	12/22/1981	A369,706	42
Australia	STRATUS		392,419	6/7/1983	A392,419	9
Australia	file server	6/19/2000	839,306	5/4/2001	839,306	9
Australia	24x7 with design	6/19/2000	839,305	5/4/2001	839,305	9
Australia	Stratus 24x7 with design	4/6/2000	830,838	3/5/2001	830,838	9
Austria	STRATUS	10/9/1984	AM 3108/84	5/30/1985	109,273	9
Bahrain	STRATUS	8/16/1994	968/94	3/17/1996	TM17833	9
Bahrain	STRATUS	8/16/1994	969/94	8/27/1995	SM1447	37
Belize	STRATUS - Stylized	5/6/1993	N/A	10/3/1985	6745	9
Benelux	STRATUS	3/8/1983	656,390	3/8/1983	389,474	9
Benelux	STRATUS	3/27/1992	778,105	3/27/1992	516325	37,42
Brazil	STRATUS - Stylized	5/3/1985	811975550	9/9/1986	811975550	9
Brazil	STRATUS	1/29/1992	816,617,287	9/26/1995	816617287	40
Brazil	STRATUS	1/29/1992	816617279	9/26/1995	816617279	37
Bulgaria	STRATUS	4/6/1992	19501	8/10/1993	2442	37
Canada	STRATUS	3/4/1983	499824	8/2/1985	305,374	N/A
Canada	Stratus Computer Corporation	9/8/1992	712,362	10/28/1994	434,911	N/A
Canada	FTX	3/21/2003	1,171,923	2/16/2005	TMIA 632933	N/A
Canada	file server	3/20/2000	1,051,469	12/10/2004	TMIA 628207	N/A
Canada	file server	6/19/2000	1,064,074	12/13/2004	TMIA 628283	N/A



Stratus Technologies Bermuda Ltd. TRADEMARKS

Country	Trademark/Service Mark	Date Filed	Application Number	Date Registered	Registration Number	Class
Canada	* 24x7 with design	6/19/2000	1,064,073	5/1/2018	TMA 580410	N/A
Canada	* Stratus 24x7 with design	4/7/2000	1,054,521	4/28/2003	TMA 579852	N/A
Chile	STRATUS	11/27/1991	193,822	7/2/1992	645,178	9
Chile	STRATUS	11/27/1991	193,823	7/2/1992	645,179	37
China, PRC	* STRATUS	12/29/1988	88 47280	1/10/1989	503591	9
China, PRC	* STRATUS	9/30/1993	93 093421	12/21/1994	774283	37
Colombia	STRATUS	4/26/1991	340,422	11/30/1993	144382	9
Colombia	STRATUS	3/24/1992	357,725	12/15/1993	146,668	37
Community	* STRATUS	3/2/2001	2,113,314		2,113,314	9,16,35,37,38,41,42
Community	* HServer with design	3/2/2001	2,113,405	7/4/2004	2,113,405	9,16,37,42
Community	* 24x7 with design	6/19/2000	1,713,940	9/3/2001	1,713,940	9,16,37,42
Community	* Stratus 24x7 with design	4/5/2000	1,593,565	8/11/2003	1,593,565	9,16,37,42
Costa Rica	STRATUS	8/18/1993	N/A	8/28/1996	96781	9
Costa Rica	STRATUS	8/18/1993	N/A		85336	37
Cyprus	* STRATUS	12/11/1991	35651	9/27/1994	35651	9
Cyprus	* STRATUS	12/11/1991	35652	9/27/1994	035652	37
Denmark	STRATUS	3/9/1983	1278/83	4/19/1985	VR 01.200-1985	9
El Salvador	* STRATUS	2/10/1993	543/93	10/2/1996	65 B36	9
El Salvador	* STRATUS	2/10/1993	E544/93	10/2/1996	70 B.36	37
Finland	STRATUS	7/27/1988	3274/88	1/20/1994	129948	9
Finland	STRATUS	10/9/1984	5641/84	11/21/1988	102567	9
France	* STRATUS	4/8/1992	92414172	4/8/1992	92414.172	37

Stratus Technologies Bermuda Ltd. TRADEMARKS

Country	Trademark/Service Mark	Date Filed	Application Number	Date Registered	Registration Number	Class
France	* STRATUS	10/12/1982	642,327	10/12/1982	1,216,633	9
France	* fServer	3/30/2000	3018279	3/30/2000	00/3,018,279	9
France	* ftc server	6/19/2000	3035196	6/19/2000	00/3,035,196	9
France	* 24x7 with design	6/27/2000	3037274	6/27/2000	00/3,037,274	9,16,37
France	* Stratus 24x7 with design	4/25/2000	3023793	4/25/2000	00/3,023,793	9,16,37
Germany	* STRATUS	3/26/1992	St 17 894/37 Wz	3/29/1993	2 033 523	37,42
Germany	* STRATUS - Stylized	11/7/1984	St 14 056/9 Wz	10/17/1985	1083294	9
Germany	* STRATUS	10/27/1982	St 13 265/9 Wz	9/1/1983	1,053,236	9
Germany	* fServer	3/23/2000	300 22 865 1	9/4/2000	300 22 865	9,16,37,42
Germany	* ftc server	6/19/2000	300 45 796, 0	10/31/2000	300 45 796	9,16,37,42
Germany	* 24x7 with design	6/16/2000	300 45 551,8	9/8/2000	300 45 551	9,16,37,42
Germany	* Stratus 24x7 with design	4/7/2000	300 27 087 9	6/19/2000	300 27 087	9,16,37,42
Greece	STRATUS	4/1/1985	79551	5/19/1987	79551	9
Greece	STRATUS	2/19/1993	112,858	9/19/1995	112,858	37
Guatemala	* STRATUS	4/13/1993	2,185-93	9/6/1995	75512/330/162	9
Guatemala	* STRATUS	4/13/1993	2,184-93	2/16/1995	074082/424/159	37
Honduras	STRATUS	7/9/1993	6772/93	1/4/1994	59,144	9
Honduras	STRATUS	7/9/1993	6763/93	1/4/1994	1691	37
Hong Kong	STRATUS	10/16/1984	3249/84	10/16/1984	361 of 1987	9
Hong Kong	STRATUS	3/2/1992	92 05923	3/2/1992	4947/1994	37
Hong Kong	24x7 with design	6/19/2000	2000 13465	1/9/2002	B253/2002	9
Hong Kong	Stratus 24x7 with design	4/5/2000	2000 07304	10/17/2001	11956/2001	9
Hungary	* STRATUS	5/25/2000	M00 02832	10/18/2001	167,191	9
Iceland	STRATUS	12/8/1992	1213/1992	4/27/1993	365/1993	9,37
India	* STRATUS	6/5/2000				9

Stratus Technologies Bermuda Ltd. TRADEMARKS

Country	Trademark/Service Mark	Date Filed	Application Number	Date Registered	Registration Number	Class
Indonesia	STRATUS	12/9/1991	14878191	1/6/1995	323 390	9
Indonesia	STRATUS	12/9/1991	14878A191	1/6/1995	323 391	16
Iran	* STRATUS	7/5/1992	104367	12/20/1992	69632	9,35
Ireland	* STRATUS (hardware)	10/5/1984	3029/84	3/3/1986	113515	9
Ireland	* STRATUS (software)	11/22/1988	5260/88	11/22/1991	131152	9
Israel	STRATUS	8/14/1989	73365	4/26/1993	73365	9
Israel	STRATUS	10/18/1991	81350	10/18/1991	81350	37
Italy	* STRATUS	10/12/1982	40942-C/82 Renewal: 1119	2/17/1986	404468	9
Italy	* STRATUS	4/12/2002	2002 TO	11/21/1994	634874	37
		4/15/1992	T092C000799	Renewal: 2853	Renewal: 997908	
		10/1/2002	2002 TO	3/8/2006		
Japan	STRATUS	3/10/1983	07-726961	12/25/1995	1827499	11
Japan	STRATUS	6/3/1992	04-119950	9/30/1994	3003682	37
Japan	STRATUS w/ katakana characters	4/7/1992	04-101724	1/31/1995	3020162	9
Japan	STRATUS	6/3/1992	04-119949	4/28/1995	3035923	42
Japan	STRATUS - stylized	6/3/1992	05-105959	1/31/1996	3116874	41
Japan	STRATUS w/katakana characters	5/19/1992	04-113909	9/30/1996	3204472	37
Japan	STRATUS	5/19/1992	04-113908	9/30/1996	3204471	37
Japan	fServer	4/14/2000	2000-39949	1/19/2001	4447539	9
Japan	fServer with design	6/22/2000	2000-69643	4/13/2001	4,467,439	9
Japan	Stratus 24x7 with design	4/14/2000	2000-39950	3/23/2001	4,462,412	9
Korea, So.	* STRATUS	10/13/1984	15438/84	11/28/1985	120,304	39
Korea, So.	* STRATUS	11/23/1991	5145/91	4/13/1993	19,635	112(int'l class 42)
Korea, So.	* fServer	3/23/2000	13,994/2000	3/4/2002	514,000	9
Korea, So.	* ftc server	6/20/2000	29,309/2000	1/17/2002	510,790	9

Stratus Technologies Bermuda Ltd. TRADEMARKS

Country	Trademark/Service Mark	Date Filed	Application Number	Date Registered	Registration Number	Class
Korea, So.	* 24x7 with design	6/20/2000	29,310/2000	1/17/2002	510,791	9
Korea, So.	* Stratus 24x7 with design	4/7/2000	16,663/2000	11/29/2001	507,625	9
Kuwait	* STRATUS	7/15/1993	27242	11/5/1995	25322	9
Macao	STRATUS	11/26/1993	13124	11/26/1993	13-124	9
Malaysia	* STRATUS	10/10/1984	84/04774	10/10/1984	84/04774	9
Mexico	* STRATUS	9/27/1991	123,308	7/5/1996	525161	37
Mexico	* STRATUS	8/8/1988	46741	11/22/1988	355727	(26) 9 & 16
Mexico	* fServer	4/10/2000	420,264	1/30/2001	684057	9
Mexico	fServer	6/28/2000	433,385	3/28/2003	785619	9
Mexico	* 24x7 with design	6/30/2000	433,892	6/21/2001	703434	9
Mexico	Stratus 24x7 with design	4/12/2000	420,729	11/27/2000	678367	9
New Zealand	STRATUS	10/10/1984	155208	10/10/1984	155208	9
New Zealand	fServer	3/23/2000	611097	3/23/2000	611097	9
New Zealand	fServer	6/19/2000	617029	6/19/2000	617029	9
New Zealand	24x7 with design	6/19/2000	617030	6/19/2000	617030	9
New Zealand	Stratus 24x7 with design	4/5/2000	611946	4/5/2000	611946	9
Nicaragua	* STRATUS	10/20/1992	92-02635	9/28/1993	24002 C.C.	9
Nicaragua	* STRATUS	10/20/1992	92-02634	9/28/1993	24001 C.C.	37
Norway	STRATUS	3/8/1983	83,0735	6/7/1984	117163	9
Oman	STRATUS	7/9/1994	10110	4/23/2002	10110	9
Oman	STRATUS	7/9/1994	10111	7/9/1994	10111	37
Panama	STRATUS	6/24/1993	66644	2/3/1995	66644	9
Panama	STRATUS	6/24/1993	66643	2/3/1995	66643	37

Stratus Technologies Bermuda Ltd. TRADEMARKS

Country	Trademark/Service Mark	Date Filed	Application Number	Date Registered	Registration Number	Class
Philippines	* STRATUS	5/21/1992	80850	1/9/1996	62254	9
Philippines	* STRATUS	7/6/1992	81383	6/20/1995	60794	37
Portugal	STRATUS	8/30/1989	258,147	4/1/1993	258147	9
Qatar	* STRATUS	9/4/1994	12297	6/12/2001	12297	9
Qatar	* STRATUS	9/4/1994	12298	6/12/2001	12298	37
Saudi Arabia	* STRATUS	1/14/1990	10653	6/23/1990	220/50	9
Saudi Arabia	* STRATUS	6/1/1992	16836	2/28/1993	277/05	37
Singapore	* STRATUS	10/15/1984	S/5339/84	10/15/1984	5339/84	9
Singapore	* STRATUS	5/16/1992	S/3662/92	5/16/1992	3662/92	37
Singapore	* ftc server	6/23/2000	T00/10995C	6/23/2000	T00/10995C	9
Singapore	* 24x7 with design	6/23/2000	T00/10994E	6/23/2000	T00/10994E	9
Singapore	* Stratus 24x7 with design	4/7/2000	T00/05863A	4/7/2000	T00/05863A	9
South Africa	STRATUS	10/12/1984	84/9153	10/12/1984	84/9153	9
South Africa	ftServer	3/20/2000	2000/04956	11/10/2003	2000/04956	9
South Africa	ftc server	6/19/2000	2000/12345			9
South Africa	24x7 with design	6/20/2000	2000/12548	2/27/2004	2000/12548	9
South Africa	Stratus 24x7 with design	4/5/2000	2000/06357	5/8/2004	2000/06357	9
Spain	* STRATUS	6/16/1983	1.040.212	1/27/1986	1040.212/8	9
Spain	* STRATUS	4/12/2000	2.308.211	4/12/2000	2.308.211	37
Sweden	STRATUS	3/8/1983	83-1492	9/7/1984	192778	9
Sweden	* STRATUS	4/8/1992	92-03434	12/30/1992	244945	37,42
Switzerland	STRATUS	4/15/1983	2218	4/15/1983	327238	9
Switzerland	STRATUS	4/1/1993	5502/1993.0	4/1/1993	409908	37

Stratus Technologies Bermuda Ltd. TRADEMARKS

Country	Trademark/Service Mark	Date Filed	Application Number	Date Registered	Registration Number	Class
Switzerland	24x7 with design	6/19/2000	07232/2000	6/19/2000	480255	9,37,42
Switzerland	Stratus 24x7 with design	4/5/2000	04096/2000	2/20/2001	480853	9,37,42
Taiwan	* STRATUS	5/13/1985	(74)19603	5/16/1986	326750	94
Taiwan	* STRATUS	10/13/1984	(73)49769	12/1/1985	307589	80
Taiwan	* STRATUS	9/3/1991	80040041	5/16/1992	57195	6
Thailand	* STRATUS	1/22/1992	223801	9/22/1992	TM164678	9
Thailand	* STRATUS	7/8/1992	230508	7/25/1995	SM3211	37
Tunisia	* STRATUS	7/8/1994	EE 94.0755	7/8/1994	EE94.0755	9,37
Turkey	* STRATUS	8/14/1989	5765/89	8/14/1989	114220	9
United Arab Emirates	STRATUS	2/28/1995	9429	1/29/1997	8230	9
United Arab Emirates	STRATUS	2/28/1995	9430	1/29/1997	8231	37
United Kingdom	STRATUS	9/28/1991	1,478,200	9/28/1991	1478200	37
United Kingdom	STRATUS	10/30/1992	1,517,430	10/30/1992	1517430	9
United Kingdom	STRATUS	10/30/1992	1,517,431	10/30/1992	1517431	16
United Kingdom	STRATUS - Stylized	10/3/1985	1,251,467	10/3/1985	1251467	9
United Kingdom	Stratus 24x7 with design	4/6/2000	2,228,539	4/6/2000	2228539	9
United States	** STRATUS	4/28/1982	73-361,973	11/20/1984	1305730	9
United States	** STRATUS - Stylized	4/28/1982	73-361,952	2/21/1984	1267767	9
United States	** Continuous Processing	1/3/1983	73-407,989	2/19/1985	1321477 (Supp Reg)	9
United States	** Stratalink	6/4/1987	73-664,617	11/22/1988	1513375	9
United States	** Stratanet	6/4/1987	73-664,616	1/26/1988	1474016	9
United States	** SINAP	5/18/2001	78/064464	2/24/2004	2,816,979	9
United States	** Continuum	7/14/1994	74/549/048	9/17/1996	2,001,821	9
United States	** The Availability Company	12/1/1998	75/598,920	12/4/2001	2515844 (Supp Reg)	37, 42

Stratus Technologies Bermuda Ltd. TRADEMARKS

Country	Trademark/Service Mark	Date Filed	Application Number	Date Registered	Registration Number	Class
United States	** Stratus 24x7 with design	4/24/2000	76/032,971			9,16,37,38,41,42
United States	fServer with design	4/13/2000	76/024,555	6/17/2003	2,727,568	9,16,37,38,41,42
United States	** fServer	2/11/2000	75/917,156	4/23/2002	2,564,766 (Supp Reg)	16,37,38,41,42
United States	** FTCSERVER	09/18/2000	76/129,868			9,16,37,38,41,42
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Venezuela	STRATUS	1/12/1993	260-1993	7/10/1995	S001098-S	37, 42
Venezuela	STRATUS	12/2/1991	25132-91	8/19/1994	167557	50
Venezuela	STRATUS	12/2/1991	25131-91	8/19/1994	167556	26
Venezuela	STRATUS	12/2/1991	25130-91	8/19/1994	167555	21
Vietnam	STRATUS	3/12/1993	11135	6/15/1998	27254	9,37

\* Trademarks in process of being assigned to Stratus Technologies Bermuda, Ltd. and/or having assignments recorded with appropriate trademark office.

\*\* Recordation of change of name document from Stratus Computer Systems, S.a.r.l. to Stratus Technologies International S.a.r.l. in process of being corrected at U.S. Patent and Trademark Office.