

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Penguin Computing, Inc.		04/05/2006	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Partners for Growth II, L.P.		
<b>Street Address:</b>	180 Pacific Avenue		
<b>City:</b>	Mill Valley		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94111		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	75794495	PENGUIN COMPUTING	
Serial Number:	78483600	BLADERUNNER	
Serial Number:	78495020	ALTUS	
Serial Number:	78495068	RELION	
Serial Number:	78495052	NIVEUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)358-4780		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	415-381-3283		
<b>Email:</b>	bg2@greenspan.org		
<b>Correspondent Name:</b>	Benjamin Greenspan		
<b>Address Line 1:</b>	620 Laguna Road		
<b>Address Line 4:</b>	Mill Valley, CALIFORNIA 94941		
<b>ATTORNEY DOCKET NUMBER:</b>	PFG-PENGUIN		

OP \$140.00 75794495

NAME OF SUBMITTER:	Benjamin Greenspan
Signature:	/bg2/
Date:	04/05/2006
Total Attachments: 2 source=Penguin Trademark Collateral Notiice USPTO#page1.tif source=Penguin Trademark Collateral Notiice USPTO#page2.tif	

TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of April 5, 2006, is between each of Penguin Computing, Inc., a California corporation and Scyld Computing Corporation, a Delaware corporation, each with its principal place of business at 300 California Street, Suite 600, San Francisco, CA 94104 ("Assignor") and Partners for Growth II, L.P., 180 Pacific Avenue, San Francisco, CA 94111 ("Assignee") pursuant to a Loan and Security Agreement dated April 5, 2006, by and among Assignor and Assignee and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee dated April 5, 2006, by and among Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

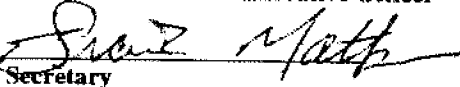
Assignor:

PENGUIN COMPUTING, INC.

By

  
Chairman and Chief Executive Officer

By

  
Secretary

Assignee:

PARTNERS FOR GROWTH II, L.P.

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: Manager, Partners for Growth II, LLC  
Its General Partner

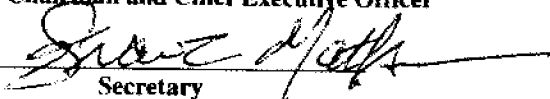
Assignor:

SCYLD COMPUTING CORPORATION

By

  
Chairman and Chief Executive Officer

By

  
Secretary

**EXHIBIT 1**  
**Penguin Computing, Inc.**  
**Scyld Computing Corporation**  
**Trademark Schedule - U.S. Trademarks**

Trademark	Country	Serial No.	Reg. No.	Status
Penguin Computing typed drawing	United States Canada	75794495	2596678 TMA601114	Live Live
Penguin Computing Logo	United States Canada	75794495	2596628 TMA601129	Live Live
BladeRunner	United States	78483600		Filed
Altus	United States	78495020		Filed
Relion	United States	78495068	3020647	Live
Niveus	United States	78495052	3045408	Live
Scyld Computing	United States	76103417	2555217	Live
Scyld Beowulf	United States	78071441 78547889	2995673	Abandoned - February 20, 2004
Scyld Software	United States	78553874 78553870		Live
Scyld Block Logo	United States	76103417 76103416	2555217 2555216	Live
Scyld typed drawing	United States	76103407 75943287	2539705 2535665	Live
Scyld TaskMaster	United States	78730260		Live
Scyld Policy Manager	United States	78730273		Live
Scyld TaskMaster Portal	United States	78730262		Live
Scyld BeoMaster	United States	78557096		Live
Scyld ClusterWare	United States	78832849		Live
Scyld BPROC	United States	78553867		Live
BEOPROC	United States	78553865		Live
BEOPXE	United States	78553864		Live
BEOMAP	United States	78553862		Live
BEOSTAT	United States	78553860		Live
BEOSTATUS	United States	78553856		Live