TRADEMARK ASSIGNMENT

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Silicon Graphics, Inc.		10/17/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	100 California Street
Internal Address:	10th Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Registration Number:	2803777	ALTIX
Serial Number:	75634597	COBALT
Registration Number:	1439837	
Registration Number:	2743739	FAILSAFE
Registration Number:	1441075	GEOMETRY ENGINE
Registration Number:	1798517	IMAGEVISION LIBRARY
Registration Number:	1783257	INDIGO
Registration Number:	2095910	INFINITE REALITY
Registration Number:	0929992	IRIS
Registration Number:	2787974	IRIS FAILSAFE
Registration Number:	2127113	IRIX
Registration Number:	2579277	SGI
Serial Number:	78781227	

Serial Number:	76110858	NUMAFLEX
Registration Number:	3093486	NUMALINK
Registration Number:	2231093	O2
Registration Number:	2168514	OCTANE
Registration Number:	1935775	ONYX
Serial Number:	78489817	OPEN INVENTOR
Registration Number:	1861701	OPENGL
Registration Number:	2756592	OPENGL
Registration Number:	2576637	OPENML
Serial Number:	76350340	OPENMP
Registration Number:	2498533	ORIGIN
Registration Number:	2425413	ORIGIN200
Registration Number:	2923548	REALITY CENTER
Registration Number:	2815943	REALITY CENTER
Registration Number:	2621592	REALITY CENTER
Registration Number:	2517897	SGI
Registration Number:	2517956	SGI
Serial Number:	78411146	SGIUG
Registration Number:	1519576	SILICON GRAPHICS
Registration Number:	1505659	SILICONGRAPHICS
Registration Number:	2759937	SILICON GRAPHICS FUEL
Registration Number:	3146570	SILICON GRAPHICS PRISM
Registration Number:	1455094	SUPERSERVER
Registration Number:	2821359	TEZRO
Registration Number:	2663825	UPSAFE
Serial Number:	78705573	VIZSERVER
Registration Number:	2391558	VIZUAL WORKSTATION
Registration Number:	2005201	WEBFORCE
Registration Number:	2709544	XFS

CORRESPONDENCE DATA

Fax Number: (202)293-6330

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

Phone: 202-956-7685

Email: carrierr@sullcrom.com

Correspondent Name: Rita M. Carrier

Address Line 1:	1701 Pennsylvania Avenue, N.W.
Address Line 2:	Suite 800
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006-5805

NAME OF SUBMITTER:	David W. Falk
Signature:	/David W. Falk/
Date:	10/23/2006

Total Attachments: 6
source=SGIassign#page1.tif
source=SGIassign#page2.tif
source=SGIassign#page3.tif
source=SGIassign#page4.tif
source=SGIassign#page5.tif
source=SGIassign#page6.tif

TRADEMARK SECURITY AGREEMENT

This GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as amended, modified, restated and/or supplemented from time to time, the "Grant") dated October 17, 2006, is made by Silicon Graphics, Inc., a corporation formed under the laws of Delaware, (the "Grantor") in favor of General Electric Capital Corporation, as Collateral Agent, a corporation formed under the laws of Delaware, (the "Grantee") for the benefit of the Secured Creditors. Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Security Agreement among the Grantor, the other Grantors from time to time party thereto and the Grantee, dated as of October 17, 2006 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1.   The Grantor hereby grants to Grantee, for the benefit of the Secured Creditors, which grant is and shall be deemed to be one and the same grant as the grant set forth in the Security Agreement, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following: (i) the United States trademarks and service marks, and registrations and applications therefor, set forth on Schedule A attached hereto (provided, that no security interest shall be granted in United States intent-to-use trademark or service mark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use applications under Applicable Law), together with all common-law rights thereto and the goodwill of the businesses symbolized thereby or associated therewith (the "Marks"), (ii) all rights in the Marks provided by international treaties or conventions, and all other rights associated therewith, (iii) all rights to sue, recover and retain damages, costs and fees for past, present and future

infringement, dilution or other violation of or conflict with (including unfair competition regarding) any of the foregoing, and (iv) all Proceeds and products of the foregoing.

2. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Grant.

3. This Grant may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

4. This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are more fully set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

5. This Grant shall be construed in accordance with and be governed by the laws of the State of New York.

[Remainder of page left blank intentionally]

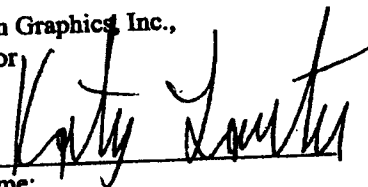IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

17th day of October 2006.

Silicon Graphics Inc.,
Grantor

By _____

Name:

Title:

General Electric Capital Corporation,
as Collateral Agent and Grantee

By _Wafa Shalabi_
Name: Wafa Shalabi
Title: Its Duly Authorized Signatory

SCHEDULE A

SILICON GRAPHICS, INC. UNITED STATES TRADEMARKS

Trademark Name	Country/Name	Owner	Application No.	Filing Date	Registration No.	Reg. Date
ALTIX	United States of America	SGI	78/182640	7-Nov-2002	2803777	6-Jan-2004
COBALT	United States of America	SGI	75/634597	3-Feb-1999		
DESIGN	United States of America	SGI	73/587923	14-Mar-1986	1439837	19-May-1987
FAILSAFE	United States of America	SGI	76/279586	3-Jul-2001	2743739	29-Jul-2003
GEOMETRY ENGINE	United States of America	SGI	73/587920	14-Mar-1986	1441075	2-Jun-1987
IMAGEVISION LIBRARY	United States of America	SGI	74/168496	17-May-1991	1798517	12-Oct-1993
INDIGO	United States of America	SGI	74/136537	5-Feb-1991	1783257	20-Jul-1993
INFINITE REALITY	United States of America	SGI	75/049218	19-Jan-1996	2095910	9-Sep-1997
IRIS	United States of America	SGI	72/352782	2-Mar-1970	929992	29-Feb-1972
IRIS FAILSAFE	United States of America	SGI	76/279589	3-Jul-2001	2787974	2-Dec-2003
IRIX	United States of America	SGI	75/212191	13-Dec-1996	2127113	6-Jan-1998
MISC. DESIGN	United States of America	SGI	75/702640	4-May-1999	2579277	11-Jun-2002
MOIRE PATTERN DESIGN	United States of America	SGI	78/781227	27-Dec-2005		
NUMAFLEX	United States of America	SGI	76/110858	15-Aug-2000		
NUMALINK	United States of America	SGI	76/110851	15-Aug-2000	3093486	16-May-2006
O2	United States of America	SGI	75/168580	19-Sep-1996	2231093	9-Mar-1999
OCTANE	United States of America	SGI	75/214146	13-Dec-1996	2168514	23-Jun-1998
ONYX	United States of America	SGI	74/352513	26-Jan-1993	1935775	14-Nov-1995
OPEN INVENTOR	United States of America	SGI	78/489817	27-Sep-2004		
OPENGL	United States of America	SGI	74/457527	12-Nov-1993	1861701	8-Nov-1994
OPENGL & DESIGN	United States of America	SGI	75/916455	11-Feb-2000	2756592	26-Aug-2003
OPENML	United States of America	SGI	76/037014	28-Apr-2000	2576637	4-Jun-2002
OPENMP	United States of America	SGI	76/350340	17-Dec-2001		
ORIGIN	United States of America	SGI	75/158865	30-Aug-1996	2498533	16-Oct-2001

Trademark Name	Country/Name	Owner	Application No.	Filing Date	Registration No.	Reg. Date
ORIGIN200	United States of America	SGI	75/161678	6-Sep-1996	2425413	30-Jan-2001
REALITY CENTER	United States of America	SGI	75/983314	13-May-1999	2923548	1-Feb-2005
REALITY CENTER	United States of America	SGI	75/706196	13-May-1999	2815943	24-Feb-2004
REALITY CENTER	United States of America	SGI	75/044756	17-Jan-1996	2621592	17-Sep-2002
SGI	United States of America	SGI	75/574897	22-Oct-1998	2517897	11-Dec-2001
SGI (STYLIZED)	United States of America	SGI	75/609926	18-Dec-1998	2517956	11-Dec-2001
SGIUG	United States of America	SGI	78/411146	30-Apr-2004		
SILICON GRAPHICS	United States of America	SGI	73/587922	14-Mar-1986	1519576	10-Jan-1989
SILICON GRAPHICS & DESIGN	United States of America	SGI	73/694562	9-Nov-1987	1505659	27-Sep-1988
SILICON GRAPHICS FUEL	United States of America	SGI	76/350213	17-Dec-2001	2759937	2-Sep-2003
SILICON GRAPHICS PRISM	United States of America	SGI	78/494679	5-Oct-2004	3146570	19-Sep-2006
SUPERSERVER	United States of America	SGI	73/643665	9-Feb-1987	1455094	1-Sep-1987
TEZRO	United States of America	SGI	78/240435	22-Apr-2003	2821359	9-Mar-2004
UPSAFE	United States of America	SGI	75/912147	7-Feb-2000	2663825	17-Dec-2002
VIZSERVER	United States of America	SGI	78/705573	1-Sep-2005		
VIZUAL WORKSTATION & DESIGN	United States of America	SGI	75/813510	1-Oct-1999	2391558	3-Oct-2000
WEBFORCE	United States of America	SGI	74/635831	17-Feb-1995	2005201	1-Oct-1996
XFS	United States of America	SGI	78/143151	11-Jul-2002	2709544	22-Apr-2003