

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Trademark Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		09/26/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Morgan Stanley & Co., Incorporated
Street Address:	One Pierrepont Plaza
Internal Address:	Floor 7
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11201
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Registration Number:	2803777	ALTIX
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:	929992	IRIS
Registration Number:	2787974	IRIS FAILSAFE
Registration Number:	2127113	IRIX
Registration Number:	2579277	SGI
Registration Number:	3093486	NUMALINK
Registration Number:	2231093	O2

OP \$1065.00 2803777

Registration Number:	2168514	OCTANE
Registration Number:	1935775	ONYX
Registration Number:	1861701	OPENGL
Registration Number:	2756592	OPENGL
Registration Number:	2576637	OPENML
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
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
Registration Number:	2391558	VIZUAL WORKSTATION
Registration Number:	2005201	WEBFORCE
Registration Number:	2709544	XFS
Serial Number:	75634597	COBALT
Serial Number:	78781227	
Serial Number:	76110858	NUMAFLEX
Serial Number:	78489817	OPEN INVENTOR
Serial Number:	76350340	OPENMP
Serial Number:	78411146	SGIUG
Serial Number:	78705573	VIZSERVER

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, NW
Address Line 2: Sullivan & Cromwell LLP
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

NAME OF SUBMITTER:	Rita M. Carrier
Signature:	/Rita M. Carrier/
Date:	10/12/2007

Total Attachments: 7

source=Assignment of Trademark Security Interest#page1.tif
source=Assignment of Trademark Security Interest#page2.tif
source=Assignment of Trademark Security Interest#page3.tif
source=Assignment of Trademark Security Interest#page4.tif
source=Assignment of Trademark Security Interest#page5.tif
source=Assignment of Trademark Security Interest#page6.tif
source=Assignment of Trademark Security Interest#page7.tif

ASSIGNMENT OF TRADEMARK SECURITY INTEREST

This Assignment of Trademark Security Interest (this "Assignment"), dated as of September 26, 2007, is made by General Electric Capital Corporation, a corporation formed under the laws of Delaware (the "Grantor") as former Collateral Agent, in favor of MORGAN STANLEY & CO., INCORPORATED a Delaware corporation, located at One Pierrepont Plaza, Floor 7, Brooklyn, NY 11201 (the "Grantee"), as current Collateral Agent for the benefit of the Secured Creditors under the Security Agreement among the Grantor, Silicon Graphics, Inc., Silicon Graphics Federal, Inc. and Silicon Graphics World Trade Corporation, the other Grantors from time to time party thereto and the Morgan Stanley Senior Funding, Inc., dated as of October 17, 2006, (as amended, modified, restated, and/or supplemented from time to time, the "Security Agreement").

WHEREAS, pursuant to that certain Side Letter, dated as of September 11, 2007 (the "Side Letter"), the Grantee has succeeded Grantor as Collateral Agent under the Security Agreement;

WHEREAS, pursuant to the Trademark Security Agreement dated October 17, 2006, Silicon Graphics Inc., pledged and granted to Grantor as the then Collateral Agent, for the benefit of the Secured Creditors, a continuing security interest in all collateral set forth in Paragraph 1 of such Trademark Security Agreement, including the trademarks set forth on Schedule A attached hereto (all such collateral together, the "Trademark Collateral"); and

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on October 23, 2006 at Reel 3413 and Frame 0966;

WHEREAS, the Grantor now desires to assign the entirety of its security interest in, to and under the Trademark Collateral to the Grantee, as current Collateral Agent for the benefit of the Secured Creditors.

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

1. The Grantor hereby irrevocably assigns, transfers and conveys, without representation or warranty of any kind by such Grantor and without recourse to such Grantor, all of its right, title and interest in, to and under such Grantor's continuing security interest in the Trademark Collateral to the Grantee, as Collateral Agent for the benefit of the Secured Creditors.

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

3. This Assignment 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 which together shall constitute one and the same instrument.

4. This Assignment has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement and the Side Letter. The rights and remedies of the Grantee with respect to the security interest granted herein are more fully set forth in the Security Agreement and the Side Letter, all terms and provisions of which are incorporated herein by reference.

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

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of
the 26 day of September, 2007.

GENERAL ELECTRIC CAPITAL
CORPORATION, as Grantor

By: Ali Mirza
Name: ALI MIRZA
Title: Duty Authorized Signatory

MORGAN STANLEY & CO.,
INCORPORATED, as Grantee

By: _____
Name:
Title:

[Assignment of Trademark Security Agreement]

STATE OF CALIFORNIA)

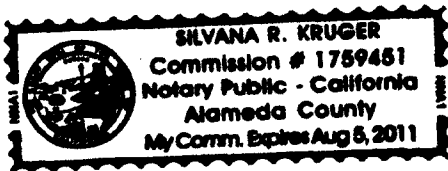
) ss.:

COUNTY OF SAN FRANCISCO)

On this 26th day of September, 2007, before me, Silvana R. Kruger, the undersigned, a notary public in and for said state and county, personally appeared Ali Imran Mirza, proved to me on the basis of satisfactory evidence, to be the individual who executed the foregoing instrument on behalf of General Electric Capital Corporation, a Delaware corporation, as the duly authorized signatory of such corporation and acknowledged to me that the execution and delivery of said instrument was duly authorized by said corporation.


Notary Public

(Affix Seal Below)




IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the ___ day of September, 2007.

GENERAL ELECTRIC CAPITAL
CORPORATION, as Grantor

By: _____
Name:
Title:

MORGAN STANLEY & CO.,
INCORPORATED, as Grantee

By: 
Name: _____
Title: Gavin Baiera
Authorized Signatory

[Assignment of Trademark Security Agreement]

NY12529:415731

TRADEMARK
REEL: 003639 FRAME: 0234

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

SCHEDULE A

SILICON GRAPHICS, INC. UNITED STATES TRADEMARKS

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