

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cluster File Systems, Inc.		09/27/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Sun Microsystems, Inc.		
Street Address:	4150 Network Circle		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3006525	LUSTRE	
Registration Number:	3016199	LUSTRE	
Registration Number:	3007863	LUSTRE	
CORRESPONDENCE DATA			
Fax Number:	(650)786-6118		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-352-5315		
Email:	olga.rapoport@sun.com		
Correspondent Name:	Marilyn Tiki Dare		
Address Line 1:	10 Network Circle		
Address Line 2:	MS UMPK10-146		
Address Line 4:	Menlo Park, CALIFORNIA 94025		
NAME OF SUBMITTER:	Marilyn Tiki Dare		
Signature:	/Marilyn Tiki Dare/		

OP \$90.00 3006525

Date:

02/07/2008

Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS, dated October 1, 2007 (this "**Agreement**"), is entered into by Cluster File Systems, Inc., a Delaware corporation ("**Assignor**"), for the benefit of Sun Microsystems, Inc., a Delaware corporation ("**Purchaser**"), and Sun Microsystems Technology Ltd., a company organized and existing under the laws of Bermuda and a wholly-owned subsidiary of Purchaser ("**Purchaser Sub**", and together with Purchaser, the "**Assignees**").

WHEREAS, Purchaser, Purchaser Sub, Assignor, Peter Braam and U.S. Bank, National Association as escrow agent, have entered into that certain Asset Purchase Agreement dated as of September 7, 2007 (the "**Purchase Agreement**").

WHEREAS, Assignor has agreed to sell, transfer, assign and deliver, and the Assignees have agreed to acquire all of Assignor's right, title and interest in, to and under the trademarks set forth in Attachment A attached hereto (the "**Assigned Trademarks**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to the Assignee and its successors, assigns and other legal representatives, all rights, title and interests worldwide, including common law rights, in and to the Assigned Trademarks, together with the goodwill of the business symbolized by the Assigned Trademarks, and any applications or registrations therefor in the U.S. and throughout the world. This assignment includes the right to sue and recover damages for past and future infringements of Assignor's rights in the Assigned Trademarks and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition or other proceeding in connection with the Assigned Trademarks.

Assignor further agrees that, should additional or further documentation of the assignment be required for whatever reason, Assignor will, without further consideration, provide or execute such other information or documents as may be necessary upon the Assignees' reasonable request

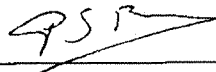
This Agreement shall be binding on and shall inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement will be governed by, and construed in accordance with, the internal laws of the State of California applicable to contracts executed and performed entirely therein, without regard to the principles of choice of law or conflicts or law of any jurisdiction. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts,

each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS ON NEXT PAGE]

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks to be executed by its duly authorized representatives effective as of the date first written above.

CLUSTER FILE SYSTEMS, INC.

By: 
Name: Peter Braam
Title: President and Chief Executive Officer

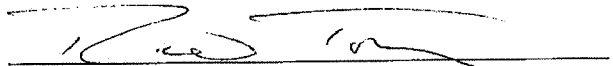
STATE OF Colorado
COUNTY OF Boulder

On this 27th day of September, 2007, before me, a Notary Public in and for said State, personally appeared Peter Braam personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS, my hand and official seal.



My Commission Expires 05/16/2011


Notary Public

ATTACHMENT A

ASSIGNED TRADEMARKS

Trademark	Jurisdiction	App. No.	File Date	Publication Date	Reg. No.
"LUSTRE" (in Class 42)	U.S.	78/318,557	10/24/2003	01/11/2005	3,006,525
"LUSTRE" (in Class 9)	U.S.	78/318,555	10/24/2003	01/11/2005	3,016,199
"LUSTRE" (in Class 41)	U.S.	78/318,553	10/24/2003	12/28/2004	3,007,863

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