

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SCYLD COMPUTING CORPORATION		05/30/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	Bridge Bank, National Association
Street Address:	55 Almaden Blvd.
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	92121
Entity Type:	INC. ASSOCIATION:

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	78832849	SCYLD CLUSTERWARE
Serial Number:	78753554	HIGHLY SCYLD
Serial Number:	78730273	SCYLD POLICYMANAGER
Serial Number:	78730260	SCYLD TASKMASTER
Serial Number:	78553874	SCYLD SOFTWARE
Serial Number:	78553870	SCYLD SOFTWARE
Serial Number:	78547889	SCYLD BEOWULF
Serial Number:	78071441	SCYLD BEOWULF
Serial Number:	76103417	SCYLD COMPUTING CORPORATION
Serial Number:	76103416	SCYLD COMPUTING CORPORATION
Serial Number:	76103407	SCYLD COMPUTING CORPORATION
Serial Number:	75943287	SCYLD COMPUTING CORPORATION

CORRESPONDENCE DATA

900108187

**TRADEMARK
 REEL: 003789 FRAME: 0901**

CH \$315.00 78832849

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ATTORNEY DOCKET NUMBER:	355157-27
NAME OF SUBMITTER:	Troy Zander
Signature:	/Troy Zander/
Date:	06/04/2008

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 30, 2008, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and SCYLD COMPUTING CORPORATION ("Grantor"), is made with reference to the Loan and Security Agreement, dated as of May 30, 2008 (as amended from time to time, the "Loan Agreement"), between Lender, Grantor and PENGUIN COMPUTING, INC.. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and


(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:


SCYLD COMPUTING CORPORATION

By: 
Name: Eugene Matteo
Title: CEO

Address for Notices:
501 2d Street, Suite 310
San Francisco, CA 94107
Attn: Chief Financial Officer
FAX: (415) _____

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: 
Name: Michael Cederman
Title: VP

Address for Notices:
Attn: Mike Field, Executive Vice President
55 Almaden Blvd.
San Jose, CA 95113
Fax: (408) 423-8520

EXHIBIT A
COPYRIGHTS

Description	Registration/ Application Number	Registration/ Application Date
None.		

WEST121390231.1
355157-000027

EXHIBIT B
TRADEMARKS

Description	Serial Number	Registration/ Application Date
SCYLD CLUSTERWARE	78832849	3/8/06
HIGHLY SCYLD	78753554	11/14/05
SCYLD POLICYMANAGER	78730273	10/10/05
SCYLD TASKMASTER	78730260	10/10/05
SCYLD SOFTWARE	78553874	1/25/05
SCYLD SOFTWARE	78553870	1/25/05
SCYLD BEOWULF	78547889	1/14/05
SCYLD BEOWULF	78071441	6/28/01
SCYLD COMPUTING CORPORATION	76103417	8/2/00
SCYLD COMPUTING CORPORATION	76103416	8/2/00
SCYLD COMPUTING CORPORATION	76103407	8/2/00
SCYLD COMPUTING CORPORATION	75943287	3/13/00

EXHIBIT C

PATENTS

Description	Registration/Application Number	Registration/ Application Date
None.		

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355157-000027