

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

(Rev. 03/01)

OMB No. 0651-0027 (exp. 05/31/2002)

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Silicon Valley Bank
3003 Tasman Drive-HA155
Santa Clara, CA 95054

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware ☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name Penguin Computing Inc and
Scyld Computing CorporationStreet Address: 501 2nd Street STE 310

City: San Francisco State: CA ZIP: 94107

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other **Release**

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State
☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ NoAdditional name(s) & address(es) attached? ☐ Yes ☒ No

Execution Date: 6/5/2008

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

77077395	78553864	78862147
78483600	78553865	78933348
78553856	78553867	78933354
78553860	78557096	
78553862	78730262	

B. Trademark No.(s)

2596578	2555217	3119470	3190226
2596628	2995673	3207390	3295523
2535665	3191015	3207391	
2539705	3045408	3139081	
2555216	3020647	3178566	

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: UCC Direct Services

Internal Address: ATTN: 14080632

Street Address: 187 Wolf Rd, Suite 101

City: Albany State: NY ZIP: 12205

6. Total number of applications and registrations involved: 30

7. Total fee (37 CFR 3.41): \$ 765.00

☐ Enclosed☒ Authorized to be charged by credit card 5683

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name of Person Signing
Susan O'Brien

Signature


Date

**RELEASE OF SECURITY AGREEMENT COVERING
INTERESTS IN TRADEMARKS**

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Penguin Computing Inc & Scyld Computing Corporation** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, April 30, 2007, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on May 3, 2007, Reel 3534, Frame 0876.

Dated: **June 5, 2008**

SILICON VALLEY BANK

By: 
Name: Romil Randhawa
Title: Ops Department Manager

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 30, 2007 by and between SILICON VALLEY BANK ("Bank") and PENGUIN COMPUTING INC., a California corporation ("Penguin") and SCYLD COMPUTING CORPORATION, a Delaware corporation ("Scyld", together with Penguin, each a "Grantor" and collectively, the "Grantors").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantors (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantors dated December 23, 2005 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantors, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantors under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Bank a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, each Grantor grants and pledges to Bank a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C-1, C-2, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address: 300 CALIFORNIA ST, SUITE 600
SAN FRANCISCO, CA 94104

Attn: FRANK MATTSON

GRANTOR:

PENGUIN COMPUTING INC.

By: 

Title: COO & CFO

Address: 300 CALIFORNIA ST, SUITE 600
SAN FRANCISCO, CA 94104

Attn: FRANK MATTSON

GRANTOR:

SCYLD COMPUTING CORPORATION

By: 

Title: COO & CFO

Address of Bank:

BANK:

SILICON VALLEY BANK

By: _____

Attn: _____

Title: _____

Address: 300 CALIFORNIA ST, SUITE 600
SAN FRANCISCO, CA 94104

Attn: FRANK MATTSON

GRANTOR:

PENGUIN COMPUTING INC.

By: [Signature]
Title: COO & CFO

Address: 300 CALIFORNIA ST, SUITE 600
SAN FRANCISCO, CA 94104

Attn: FRANK MATTSON

GRANTOR:

SCYLD COMPUTING CORPORATION

By: [Signature]
Title: COO & CFO

Address of Bank:

Attn: Vincent Vallejos

BANK:

SILICON VALLEY BANK

By: [Signature]
Title: Relationship Manager

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

Penguin Computing Inc.

Description

Registration/
Application
Number

Registration/
Application
Date

BLADE SERVER ADAPTED FOR ALTERNATE FORM FACTORS
AND ENVIRONMENTS

60/733660

November 4,
2005/January
13, 2006

EXHIBIT C-1

Trademarks

Penguin Computing Inc.

Description

Registration/
Application
Number

Registration/
Application
Date

RELION (block letters)

3020647 (registration)

11/29/2005

NIVEUS (block letters)

3045408 (registration)

1/17/2006

ALTUS (block letters)

78-495020
(application)

10/5/2004

BLADERUNNER (block letters)

78-483600
(application)

9/14/2004

PENGUIN COMPUTING

2596578 (registration)

7/23/2002

PENGUIN COMPUTING (and Design)

2596628 (registration)

7/23/2002

EXHIBIT C-2

Trademarks

Scyld Computing Corporation

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
HIGHLY SCYLD (block letters)	3190226 (registration)	11/14/2005
SCYLD BEOWULF (block letters)	3119470 (registration)	1/14/2005
BEOSTATUS (block letters)	78-553856 (application)	1/25/2005
BEOSTAT (block letters)	78-553860 (application)	1/25/2005
BEOMAP (block letters)	78-553862 (application)	1/25/2005
BEOPXE (block letters)	78-553864 (application)	1/25/2005
BEOPROC (block letters)	78-553865 (application)	1/25/2005
SCYLD BPROC (block letters)	78-553867 (application)	1/25/2005
SCYLD SOFTWARE (block letters)	3207390 (registration)	1/25/2005
SCYLD SOFTWARE (and Design)	3207391 (registration)	1/25/2005
SCYLD BEOMASTER (block letters)	78-557096 (application)	1/31/2005
SCYLD TASKMASTER (block letters)	3139081 (registration)	10/10/2005
SCYLD TASKMASTER PORTAL (block letters)	78-730262 (application)	10/10/2005
SCYLD POLICYMANAGER (block letters)	3176565 (application)	10/10/2005
SCYLD BEOWULF	2995673 (registration)	9/13/2005
SCYLD COMPUTING CORPORATION (and Design)	2555217 (registration)	4/2/2002
SCYLD COMPUTING CORPORATION (and Design)	2555216 (registration)	4/2/2002
SCYLD COMPUTING CORPORATION	2539705 (registration)	1/19/2002
SCYLD COMPUTING CORPORATION	2535665 (registration)	2/5/2002
SCYLD CLUSTERWARE	78-832849 (application)	
HIGHLY SCYLD LOGO	78-862147 (application)	
SCYLD CLUSTERCONTROL	78-933364 (application)	

SCYLD CONTROLCENTER

78-933348
(application)

SCYLD WEBMASTER

77-077395
(application)

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

SF/21660665.3