

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
Silicon Graphics, Inc.		12/04/2008	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: 4			
Property Type	Number	Word Mark	
Registration Number:	2568116	CLUSTERWORX	
Registration Number:	2714075	EVOLOCITY	
Registration Number:	2896522	LINUX NETWORK	
Registration Number:	3011701	ICEBOX	
CORRESPONDENCE DATA			
Fax Number:	(202)293-6330		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(202) 956-7685		
Email:	carrier@sullcrom.com		
Correspondent Name:	Rita M. Carrier		
Address Line 1:	1701 Pennsylvania Avenue, N.W.		
Address Line 2:	Sullivan & Cromwell LLP		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
NAME OF SUBMITTER:	Rita M. Carrier		

OP \$115.00 2568116

Signature:	/Rita M. Carrier/
Date:	12/16/2008
Total Attachments: 6 source=SGI Trademark Security Agreement#page1.tif source=SGI Trademark Security Agreement#page2.tif source=SGI Trademark Security Agreement#page3.tif source=SGI Trademark Security Agreement#page4.tif source=SGI Trademark Security Agreement#page5.tif source=SGI Trademark Security Agreement#page6.tif	

ANNEX 4 TO SECURITY AGREEMENT

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 December 4, 2008, is made by Silicon Graphics, Inc., a corporation formed under the laws of Delaware, (the "Grantor") in favor of Morgan Stanley & Co., Incorporated, 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.

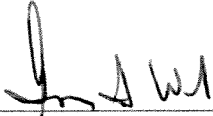
4. This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are more fully set forth in the Security Agreement, all terms and provisions of which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

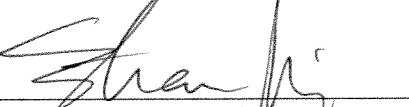
[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 4th day of December, 2008.

Silicon Graphics, Inc., Grantor

By 
Name: Gregory S. Wood
Title: SVP, Chief Financial Officer

Morgan Stanley & Co., Incorporated,
as Collateral Agent and Grantee

By 
Name: STEPHEN B. KING
Title: Executive Director

STATE OF California)
) ss.:
COUNTY OF Santa Clara)

On this 4th day of December, 2008, before me personally came Gregory S. Wood who, being by me duly sworn, did state as follows: that he is Sr. Vice-President and Chief Financial Officer of Silicon Graphics, Inc., that he is authorized to execute the foregoing Grant on behalf of said Silicon Graphics, Inc.



Notary Public

Schedule A to Trademark Security Agreement

Trademark Registrations

Trademark	Registration Number
CLUSTERWORX	2,568,116
EVOLOCITY	2,714,075
LINUX NETWORKX	2,896,522
ICEBOX	3,011,701

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara }

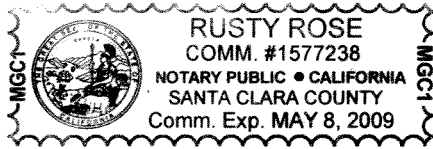
On Dec. 04 2008 before me, Rusty Rose
Date Here Insert Name and Title of the Officer

personally appeared Gregory S. Wood
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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 the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Rusty Rose
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

