

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Affidavit of Foreclosure		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PathScale, LLC		07/24/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Cray Inc.		
Street Address:	901 Fifth Avenue		
Internal Address:	Suite 1000		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98164		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3021747	PATHSCALE	
Registration Number:	3024409	PATHSCALE	
CORRESPONDENCE DATA			
Fax Number:	(503)220-2480		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(503) 294-9656		
Email:	pphartigan@stoel.com		
Correspondent Name:	Gary W. Glisson/Stoel Rives LLP		
Address Line 1:	900 SW Fifth Avenue		
Address Line 2:	Suite 2600		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	73543-1		
NAME OF SUBMITTER:	Patrick P. Hartigan/SR Paralegal		

OP \$65.00 3021747

Signature:	/Patrick P. Hartigan/
Date:	08/05/2009
Total Attachments: 3 source=Affidavit of Foreclosure dtd 7-24-09#page1.tif source=Affidavit of Foreclosure dtd 7-24-09#page2.tif source=Affidavit of Foreclosure dtd 7-24-09#page3.tif	

Affidavit of Foreclosure

The undersigned first being duly sworn, deposes and says:

1. Hercules Technology II, L.P., 400 Hamilton Avenue, Suite 310, Palo Alto, CA 94301 ("Secured Party"), and PathScale, LLC, Three Clock Tower Place, Suite 210, Maynard, MA 01754 ("Debtor"), are parties to that certain Loan and Security Agreement, dated as of June 29, 2007 (as amended, the "Security Agreement") and that certain Joinder Agreement dated (as amended, the "Joinder Agreement"). The Loan Agreement, the Joinder Agreement, and all other documents, financing statements, or instruments executed in connection therewith shall each be referred to generically as a "Credit Document" or collectively as the "Credit Documents".

2. To secure performance of all obligations owing to Secured Party under the Security Credit Documents, Debtor granted to Secured Party a security interest in and to all of its personal property, including, without limitation, the trademarks set forth in the attached Schedule 1 hereto (the "Trademark Collateral").

2. Pursuant to terms of the Credit Documents, in the event of a default by Debtor thereunder, Secured Party had the right to exercise all rights of a secured party upon default under the Uniform Commercial Code as adopted in California (the "UCC"), including the right to sell the Trademark Collateral, by public and/or private sale under Section 9-610 of the UCC.

3. Pursuant to that certain Waiver dated as of June 26, 2009, by and between Secured Party and Debtor, Debtor acknowledges that it has defaulted under the Credit Documents. Debtor further consents to a sale of the Collateral, including the Trademark Collateral, by Secured Party to Cray, Inc., 901 Fifth Avenue, Suite 1000, Seattle, WA 98164 ("Transferee"), in a private sale and waives any right or entitlement to any written notice thereof, including, without limitation, any right to notice of default or acceleration, notice of sale or other disposition of the Trademark Collateral, or any notice required under the UCC as the same may, from time to time, be enacted and in effect in the State of California.

4. Secured Party conducted a private sale of the Trademark Collateral on July 24, 2009. At the private sale, Secured Party thereby irrevocably and unconditionally sold, conveyed, transferred, assigned, and delivered to Transferee, among other things, all legal, beneficial, and other right, title, and interest of Debtor in and to the Trademark Collateral to have and to hold the same unto Transferee, its successors and assigns, to or for its and their use forever, and Transferee accepted such right, title, and interest in and to the Trademark Collateral, and by reason of such sale Transferee has acquired all rights of Debtor in the Trademark Collateral.

IN WITNESS WHEREOF, the Secured Party has executed this Affidavit of Foreclosure,
effective as of July 24, 2009.

HERCULES TECHNOLOGY II, L.P.,
a Delaware limited partnership

By: Hercules Technology SBIC Management,
LLC, its General Partner

By: Hercules Technology Growth Capital, Inc.,
its Manager

By: 

Name: **K. Nicholas Maritsch**

Its: **Associate General Counsel**

Schedule 1 to Affidavit of Foreclosure

<u>Trademark</u>	<u>Country/Registry</u>	<u>Registration No.</u>	<u>Registration Date</u>
PATHSCALE	USA	3,021,747	November 29, 2005
PATHSCALE	USA	3,024,409	December 6, 2005
PATHSCALE	European Union	3630531	April 25, 2005