

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
PENGUIN COMPUTING, INC.		11/23/2009	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BRIDGE BANK, NATIONAL ASSOCIATION		
Street Address:	55 Almaden Blvd., Suite 100		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77802424	POD	
Serial Number:	77802406	PENGUIN ON DEMAND	
Serial Number:	77750215	HPC AS A SERVICE	
CORRESPONDENCE DATA			
Fax Number:	(858)638-5033		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8586386733		
Email:	karen.johanson@dlapiper.com		
Correspondent Name:	DLA PIPER LLP (US)		
Address Line 1:	4365 EXECUTIVE DR., STE. 1100		
Address Line 2:	ATTN: KAREN JOHANSON		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	355157-27		
NAME OF SUBMITTER:	Troy Zander		

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**TRADEMARK
 REEL: 004126 FRAME: 0518**

Signature:	/Troy Zander/
Date:	01/07/2010
Total Attachments: 6 source=Penguin IPSA#page1.tif source=Penguin IPSA#page2.tif source=Penguin IPSA#page3.tif source=Penguin IPSA#page4.tif source=Penguin IPSA#page5.tif source=Penguin IPSA#page6.tif	

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 23, 2009, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and PENGUIN COMPUTING, INC., ("Grantor") is made with reference to the Business Financing Agreement dated as of November 23, 2009 (as amended from time to time, the "Business Financing Agreement"), between Lender, Grantor and SCYLD COMPUTING CORPORATION and amends and restates in its entirety that certain Intellectual Property Security Agreement executed by Grantor in favor of Lender dated as of May 30, 2008 (the "Original IP Agreement") Terms defined in the Business Financing 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 Business Financing 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.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any property to the extent (i) such property is nonassignable by its terms without the consent of the licensor thereof or another party (but only to the extent such prohibition on transfer is enforceable under applicable law, including, without limitation, Sections 9406 and 9408 of the Code), (ii) the granting of a security interest therein is contrary to applicable law, provided that upon the cessation of any such restriction or

prohibition, such property shall automatically become part of the Collateral, or (iii) such property constitutes "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Business Financing 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 Business Financing 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.

Except as otherwise set forth herein, this Agreement is intended to and does completely amend and restate, without novation, the Original IP Agreement. All security interests granted under the Original IP Agreement are hereby confirmed and ratified and shall continue to secure all obligations under this Agreement

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

GRANTOR:

PENGUIN COMPUTING, INC.

By: George Oliva
Name: George Oliva
Title: CFO

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

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: Lee A. Shodiss
Name: Lee A. Shodiss
Title: Senior Vice President & Manager

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.		

EXHIBIT B
TRADEMARKS

Description	Serial Number	Registration/ Application Date
RELION	78495068	10/5/04
NIVEUS	78495052	10/5/04
ALTUS	78495020	10/5/04
PENGUIN COMPUTING	75794495	9/8/99
PENGUIN COMPUTING	75729624	6/15/99
POD	77802424	8/11/09
Penguin on Demand	77802406	8/11/09
HPC as a Service	77750215	6/2/09

EXHIBIT C

PATENTS

Description

Registration/Application
Number

Registration/
Application
Date

None.