

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
Egenera, Inc.		09/24/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Pharos Capital Partners II-A, L.P., as collateral agent		
Street Address:	One Burton Hills Boulevard		
Internal Address:	Suite 180		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37215		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2748042	BLADEFRAME	
Registration Number:	2831978	EGENERA	
Registration Number:	3465735	PAN MANAGER	
Registration Number:	2722188		
CORRESPONDENCE DATA			
Fax Number:	(212)355-3333		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-813-8800		
Email:	jnici@goodwinprocter.com, NY-TM-Admin@goodwinprocter.com		
Correspondent Name:	GOODWIN PROCTER LLP/Attn: Janis Nici		
Address Line 1:	620 Eighth Avenue		
Address Line 2:	rm. 2928		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	125137-194697		

CH \$115.00 2748042

900152240

**TRADEMARK
 REEL: 004132 FRAME: 0511**

NAME OF SUBMITTER:	Janis Nici
Signature:	/janis nici/
Date:	01/15/2010
Total Attachments: 9 source=IP Security Agreement (September 24 2009)#page1.tif source=IP Security Agreement (September 24 2009)#page2.tif source=IP Security Agreement (September 24 2009)#page3.tif source=IP Security Agreement (September 24 2009)#page4.tif source=IP Security Agreement (September 24 2009)#page5.tif source=IP Security Agreement (September 24 2009)#page6.tif source=IP Security Agreement (September 24 2009)#page7.tif source=IP Security Agreement (September 24 2009)#page8.tif source=IP Security Agreement (September 24 2009)#page9.tif	

EXECUTION COPY

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 24, 2009 by and between PHAROS CAPITAL PARTNERS II-A, L.P., in its capacity as collateral agent for the Purchasers (as defined below) (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent") and EGENERA, INC., a Delaware corporation ("Grantor").

RECITALS

A. The Grantor, the Collateral Agent and the purchasers identified on the signature pages thereto (together with their successors and permitted assigned and any additional Purchasers added pursuant to Section 2.4 thereof, collectively, the "Purchasers") have entered into that certain Securities Purchase Agreement, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Purchase Agreement"; capitalized terms used herein are used as defined in the Purchase Agreement), pursuant to which the Grantor has agreed, among other things, to issue and sell to the Purchasers, and the Purchasers have agreed, among other things, to purchase, certain of the Grantor's senior subordinated notes (collectively, the "Notes") upon the terms and subject to the conditions set forth therein.

B. The Purchasers shall purchase the Notes only upon the condition, among others, that Grantor shall grant to the Collateral Agent a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is defined below) to secure the Obligations of Grantor under the Purchase Agreement.

C. Pursuant to the terms of the Purchase Agreement, Grantor has granted to Collateral Agent a security interest in all of 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 Purchase Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, Grantor grants and pledges to Collateral Agent a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all 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, including without limitation those registered copyrights set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements 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) All 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) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All 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.

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

[Signature page follows.]

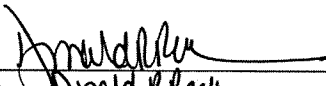
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed under the laws of the Commonwealth of Massachusetts by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

EGERA, INC.

165 Forest Street
Marlborough, Massachusetts 01752

By: 
Name: Donald Kech
Title: CFO

COLLATERAL AGENT:

Address of Collateral Agent:

PHAROS CAPITAL PARTNERS II-A, L.P.
By: Pharos Capital Group II-A, LLC, its General Partner

One Burton Hills Boulevard
Suite 180
Nashville, Tennessee 37215

By: _____
Name: _____
Title: _____

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

GRANTOR:

Address of Grantor:

EGERA, INC.

165 Forest Street
Marlborough, Massachusetts 01752

By: _____
Name: _____
Title: _____

COLLATERAL AGENT:

Address of Collateral Agent:

PHAROS CAPITAL PARTNERS II-A, L.P.
By: Pharos Capital Group II-A, LLC, its General Partner

One Burton Hills Boulevard
Suite 180
Nashville, Tennessee 37215

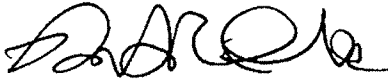
By: 
Name: D. Robert Grant, III
Title: v.p.

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents:

Issuing Jurisdiction	Patent No.	Issue Date	Title and Description	Other Countries Filed In
United States	6,971,044	11/29/2005	Service Clusters and Method in a Processing System with Failover Capability	Canada, European Regional Patent Group, Germany, Japan, China
United States	6,927,974	8/9/2005	Simplified Power and Data Connector for Use with Chassis System that Houses Multiple Processors	Japan
United States	6,953,232	10/11/2005	Latching Mechanism for Securing a Computer Component into a Housing	
United States	7,032,108	4/18/2006	System and Method for Virtualizing Basic Input/Output System (BIOS) Including Bios Run Time Services	
United States	7,231,430	6/12/2007	Reconfigurable, Virtual Processing System, Cluster, Network and Method	Canada, European Regional Patent Group, Germany, Japan, China
China	02811128.1	12/13/2006	Virtual Networking System and Method in a Processing System	Canada, European Regional Patent Group, Germany, Japan
United States	7,174,390	2/6/2007	Address Resolution Protocol System and Method in a Virtual Network	European Regional Patent Group, Japan
United States	7,178,059	2/13/2007	Disaster Recovery for Processing Resources Using Configurable Deployment Platform	Canada, European Regional Patent Group, Germany, Japan, China
United States	7,228,265	6/5/2007	System and Method for Emulating Serial Port Communication	
United States	7,296,182	11/13/2007	Disaster Recovery for Processing Resources Using Configurable Deployment Platform	Canada, European Regional Patent Group, Germany, Japan, China
United States	7,305,581	11/14/2007	Service Clusters and Method in a Processing System with Failover Capability	Canada, European Regional Patent Group, Germany, Japan, China
Japan	4041985	11/27/2007	Simplified Power and Data Connector for Use with Chassis System that Houses Multiple Processors	

Patent Applications:

US App. No.	Date Filed	Title and Description	Other Countries Filed In
10/999,118	11/29/04	Distributed Multicast System and Method in a Network	
11/513,877	8/31/06	Providing Virtual Machine Technology as an Embedded Layer within a Processing Platform	European Regional Patent Group
11/799,294	5/1/07	System and Method for Emulating Serial Port Communication (a continuation of portions of US patent no. 7,228,265)	
11/759,076	6/6/07	Reconfigurable, Virtual Processing System, Cluster, Network and Method (a continuation of portions of US patent no. 7,231,430)	Canada, European Regional Patent Group, Germany, Japan, China
11/759,077	6/6/07	Reconfigurable, Virtual Processing System, Cluster, Network and Method (a continuation of portions of US patent no. 7,231,430)	Canada, European Regional Patent Group, Germany, Japan, China
11/759,078	6/6/07	Reconfigurable, Virtual Processing System, Cluster, Network and Method (a continuation of portions of US patent no. 7,231,430)	Canada, European Regional Patent Group, Germany, Japan, China
12/112,836	4/30/08	A System, Method, and Adapter for Creating Fault-Tolerant Communication Busses from Standard Components	
12/126,547	5/23/08	Method For Determining which of Two Redundant Servers Has Survived a Failure	
12/190,930	8/13/2008	System for Virtualizing NVRAM Settings	

EXHIBIT C

Trademarks

Mark Name	Country	Class	App. #	App. Date	Reg. #	Reg. Date
BLADEFRAME	Australia	9	955784	5/28/2003	955784	2/17/2004
BLADEFRAME	China P.R.	9	4158308	7/7/2004	4158308	11/21/2006
BLADEFRAME	Community Trademark	9	2,169,381	4/9/2001	2,169,381	4/9/2001
BLADEFRAME	Hong Kong	9	3000012013	4/29/2003	3000012013	4/29/2003
BLADEFRAME	Japan	9	2003-036824	5/7/2003	4724526	11/7/2003
BLADEFRAME	New Zealand	9	679126	5/26/2003	679126	1/5/2004
BLADEFRAME	South Korea	9	2003-19909	5/1/2003	585378	6/18/2004
BLADEFRAME	Thailand	9	520581	6/10/2003	Kor.192119	2/11/2004
BLADEFRAME	United States	9	76/227487	3/20/2001	2,748,042	8/5/2003
EGENERA	China P.R.	9	4158307	7/7/2004	4158307	10/14/2006
EGENERA	Community Trademark	9	3169422	5/15/2003	3169422	2/22/2005
EGENERA	Hong Kong	9	300012004	4/29/2003	300012004	4/29/2003
EGENERA	New Zealand	9	679124	5/26/2003	679124	1/5/2004
EGENERA	South Korea	9	2003-19910	5/1/2003	585379	6/18/2004
EGENERA	Thailand	9	520580	6/10/2003	Kor.192118	2/11/2004
EGENERA	United States	9	78/211752	2/6/2003	2,831,978	4/13/2004
MISCELLANEOUS DESIGN	United States	9	76/242788	4/18/2001	2,722,188	6/3/2003
PAN MANAGER (Opposition filed by Dylog Italia SPA; the parties have exchanged settlement proposals that would allow mark to register with a field of use limitation)	Community Trademark	9	5997937	6/13/2007		
PAN MANAGER	United States	9	77/196689	6/4/2007	3,465,735	7/15/2008

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None