

TO: WOLF, GREENFIELD & SACKS, P.C. COMPANY: 600 ATLANTIC AVENUE

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.103/03/2010
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCALEMP, INC.		02/01/2010	CORPORATION:
RECEIVING PARTY DATA			
Name:	EASTWARD CAPITAL PARTNERS IV, L.P.		
Street Address:	432 Cherry Street		
City:	West Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02465		
Entity Type:	LIMITED PARTNERSHIP:	Citizenship:	DELAWARE
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3432816	VSMPOWERED	
CORRESPONDENCE DATA			
Fax Number:	(617)846-8646		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-846-8000		
Email:	pmarchetti@wolfgreenfield.com		
Correspondent Name:	Wolf, Greenfield & Sacks, P.C.		
Address Line 1:	600 Atlantic Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	E0472,90001US00		
NAME OF SUBMITTER:	Robert A. Jensen		
Signature:	/Robert A. Jensen/		
Date:	03/03/2010		

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S40.00

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TRADEMARK
REEL: 004173 FRAME: 0297

TO:WOLF, GREENFIELD & SACKS, P.C. COMPANY:800 ATLANTIC AVENUE

Total Attachments: 4

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02/26/2010 13:39 4083424472

SCALEMP INC

PAGE 01/04

**THIRD AMENDMENT TO
MASTER LEASE AGREEMENT NO. 127**

This **THIRD AMENDMENT** (this "**Amendment**"), dated as of February 1, 2010, by and between SCALEMP, INC. ("**Lessee**"), a Delaware corporation having its principal place of business at 20863 Stevens Creek Blvd., Suite 275, Cupertino, CA 95014 and EASTWARD CAPITAL PARTNERS IV, L.P. ("**Lessor**"), a Delaware limited partnership having its principal place of business at 432 Cherry Street, West Newton, MA 02461, amends that certain Master Lease Agreement dated as of July 9, 2007 (as amended pursuant to that certain First Amendment to Master Lease Agreement No. 127, that certain Second Amendment to Master Lease Agreement No. 127, and as further amended and in effect from time to time, "**the Lease**") between Lessor and Lessee. Each capitalized term used but not defined herein shall have the meaning given to such term in the Lease.

WHEREAS, Lessor and Lessee desire to amend certain provisions of the Lease upon the terms and subject to the conditions hereof;

NOW, THEREFORE, Lessor and Lessee hereby agree as follows:

1. Section 4(b). Section 4(e) is hereby deleted in its entirety and the following is hereby inserted in its place:

"(a). Lessee hereby grants to Lessor a security interest in the collateral as set forth on Exhibit 3 attached hereto (the "**Collateral**"), which security interest shall remain in full force and effect until all of the Lessee's obligations are fully paid and satisfied. Lessee represents and warrants that the security interest granted herein shall be a first priority security interest in the Collateral (exclusive of Permitted Liens and existing equipment operating leases secured only by the equipment leased). The Lessee hereby irrevocably authorizes the Lessor at any time and from time to time to file in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto and to take any such other actions as Lessor deems reasonably necessary to perfect Lessor's security interest in the Collateral."

2. Section 20. Section 20 is hereby deleted in its entirety and the following is hereby inserted in its place:

"20. **CHANGE IN OWNERSHIP.** If Lessee shall, (a) consolidate with or merge into any other corporation, person or entity (other than a wholly-owned subsidiary of Lessee) in which Lessee is not the surviving entity; or (b) convey, sell, transfer, lease or dispose of all or substantially all of its assets to any corporation, person or entity, unless the corporation, person or entity with which Lessee is consolidated or into which Lessee is merged or who acquires all or substantially all of Lessee's assets agrees in writing to assume all of Lessee's obligations under this Lease; (c) engage in any other transaction or series of related transactions in which more than fifty percent (50%) of the voting power of Lessee is disposed of; or (d) issue securities in connection with an initial public offering, then Lessor shall have the right but not the obligation to demand the Lessee to terminate all Rental Schedule(s) hereto by paying to Lessor the sum of (i) the Present Value of all amounts remaining due to Lessor under the Lease and all Rental Schedules hereto plus (ii) the Additional Final Payment."

3. Exhibit 3. Exhibit 3 is hereby deleted in its entirety and the attached Exhibit 3 is hereby inserted in its place.

02/26/2010 13:39 4083424472

SCALEMP INC

PAGE 02/04

4. Exhibit 4. Exhibit 4 is hereby deleted in its entirety and the attached Exhibit 4 is hereby inserted in its place.


IN WITNESS WHEREOF, the parties herein have executed this Amendment as an instrument under seal.


Eastward Capital Partners IV, L.P.

ScaleMP, Inc.

By: Eastward Capital Partners IV GP, L.P.,
its General Partner

By: ECP IV GP, LLC, its General Partner

By: 
Title: Managing Member

By: 
Title: C.E.O.

Master Lease 127
Third Amendment

Schedule A - Collateral

Collateral means all of its right, title and interest in and to and upon all Lessee's tangible and intangible assets, now owned or hereafter acquired and where ever located, including, without limitation, all of the following property and interests in property of Lessee:

(a) all of Lessee's tangible personal property, including without limitation all present and future goods, inventory and equipment (including items of equipment which are or become fixtures), computer hardware and software, now owned or hereafter acquired and all of Lessee's real property, including leasehold interests, now owned or hereafter acquired:

(b) all of Lessee's intangible personal property, including, without limitation, all present and future accounts, securities, contract rights, permits, general intangibles, chattel paper, investment property, documents, instruments, deposit accounts, letter-of-credit rights, rights to the payment of money or other forms of consideration of any kind, tax refunds, insurance proceeds (including, without limitation, proceeds of any life insurance policy), now owned or hereafter acquired, and all intangible and tangible personal property relating to or arising out of any of the foregoing, in each case, including any Intellectual Property (as defined below):

(c) all of Lessee's present and future government contracts and rights thereunder and the related government accounts and proceeds thereof, now or hereafter owned or acquired by Lessee; provided, however, that Lessor shall not have a security interest in any rights under any government contract of Lessee or in the related government account where the taking of such security interest would be a violation of an express prohibition contained in such government contract (for purposes of this limitation, the fact that a government contract is subject to, or otherwise refers to, Title 31, § 203 or Title 41, § 15 of the United States Code shall not be deemed an express prohibition against assignment thereof) or is prohibited by applicable law; and

(d) any and all additions to any of the foregoing, and any and all replacements, products and proceeds (including insurance proceeds) of any of the foregoing.

"Intellectual Property" means at least:

(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, including source code and object code, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"):

(b) Any and all trade secrets, know-how, and any and all intellectual property rights in computer software and computer software, including source code and object code, in development or embodied in products, now or hereafter existing, created, acquired or held:

(c) Any and all design rights which may be available to Lessee 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 (collectively, the "Patents"), and all inventions and innovation, regardless of whether patentable or unpatentable, including U.S. Patent Application serial number 10/828,465, entitled

Master Lease 127
Third Amendment

"Cluster-Based Operating System-Agnostic Virtual Computing System," filed on April 21, 2004, having publication number 2005/0039180:

(e) Any trademark and service mark rights, slogans, trade dress, and tradenames, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of the Lessee connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the U.S. trademarks having registration numbers 3098902 (SCALEMP) and 3432816 (VSMPOWERED);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired (collectively, the "Mask Works"); and

(g) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works.

The Collateral is located at: 20863 Stevens Creek Blvd., Suite 275, Cupertino, CA 95014