

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Super Priority Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stratus Technologies Bermuda Ltd.		04/08/2010	COMPANY: BERMUDA
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, as administrative agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	1305730	STRATUS	
Registration Number:	1267767	STRATUS	
Registration Number:	1321477	CONTINUOUS PROCESSING	
Registration Number:	1513375	STRATALINK	
Registration Number:	2816979	SINAP	
Registration Number:	2001821	CONTINUUM	
Registration Number:	2515844	THE AVAILABILITY COMPANY	
Registration Number:	2727568	FTSERVER	
Registration Number:	2564766	FTSERVER	
Registration Number:	3667197	CALM	
Serial Number:	77744067	STRATUS AVANCE	
Serial Number:	77744065	STRATUS AVANCE	
Serial Number:	77190317	CONTINUOUS AVAILABILITY LIFECYCLE MANAGEMENT	
CORRESPONDENCE DATA			

900159282

TRADEMARK
 REEL: 004183 FRAME: 0112

OP \$340.00 1305730

Fax Number: (212)354-8113

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2128198200

Email: fcutajar@whitecase.com

Correspondent Name: White & Case LLP

Address Line 1: 1155 Avenue of the Americas

Address Line 2: Patents & Trademarks

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:

115732-0157

NAME OF SUBMITTER:

Frances B. Cutajar

Signature:

/Frances B. Cutajar/

Date:

04/09/2010

Total Attachments: 5

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SUPER PRIORITY TRADEMARK SECURITY AGREEMENT

SUPER PRIORITY TRADEMARK SECURITY AGREEMENT, dated as of April 8, 2010 (as amended, restated or otherwise modified from time to time, the "Agreement") between each of the signatories hereto (together with any other entity that may become a party hereto as provided in the Collateral Agreement (as defined below), the "Grantors") and Jefferies Finance LLC, in its capacity as administrative agent for the Secured Parties (together with any successors and assigns thereto, in such capacity, the "Administrative Agent").

W I T N E S S E T H

WHEREAS, Grantors are party to a Super Priority First Lien Collateral Agreement dated as of the date hereof (the "Collateral Agreement") between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders (as defined below) to enter into the Revolving Credit Agreement, dated as of the date hereof among Stratus Technologies Bermuda Holdings Ltd., Stratus Technologies Bermuda Ltd., Stratus Technologies, Inc., the lenders from time to time party thereto (the "Lenders") and the Administrative Agent, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meaning provided to such terms in the Collateral Agreement.

SECTION 2. Grant and Reaffirmation of Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(i) (a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, "Trademarks"); and

(ii) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses").

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Collateral Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. Applicable Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

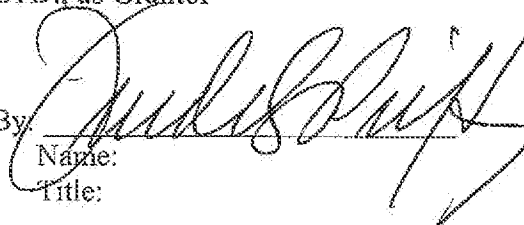
SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of this page intentionally left blank; signature page follows.]

* * *

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

STRATUS TECHNOLOGIES BERMUDA
LTD., as Grantor

By: 
Name:
Title:

Signature Page to Super Priority Trademark Security Agreement

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Administrative Agent

By: 

Name: Carl A. Toriello

Title: Chief Operating Officer

[Signature Page to Super Priority Trademark Security Agreement]

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark/ Service Mark</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>	<u>Class</u>
Stratus	1305730	11/20/1984	9
Stratus (Stylized)	1267767	02/21/1984	9
Continuous Processing	1321477 (Supp Reg)	02/19/1985	9
Stratalink	1513375	11/22/1988	9
Sinap	2816979	02/24/2004	9
Continuum	2001821	09/17/1996	9
The Availability Company	2515844 (Supp Reg)	12/04/2001	37, 42
Ftserver & Design	2727568	06/17/2003	9, 16, 37, 38, 41, 42
Ftserver	2564766 (Supp Reg)	04/23/2002	16, 37, 38, 41, 42
Calm	3667197	08/11/2009	9, 35, 37, 42

TRADEMARK APPLICATIONS

<u>Trademark/ Service Mark Application</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>	<u>Class</u>
Stratus Avance	77/744,067	05/26/2009	9, 42
Stratus Avance & Design	77/744,065	05/26/2009	9, 42
Continuous Availability Lifecycle Management	77/190,317	05/25/2007	37