

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Indenture 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:	The Bank of New York Mellon Trust Company, N.A., as collateral agent
Street Address:	525 William Penn Place
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15259
Entity Type:	COMPANY: CALIFORNIA

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

900159287

**TRADEMARK
 REEL: 004183 FRAME: 0159**

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:	1155732-0157
NAME OF SUBMITTER:	Frances B. Cutajar
Signature:	/Frances B. Cutajar/
Date:	04/09/2010

Total Attachments: 5
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INDENTURE TRADEMARK SECURITY AGREEMENT

THIS INDENTURE TRADEMARK SECURITY AGREEMENT dated as of April 8, 2010 (as amended, restated or otherwise modified from time to time, this "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 The Bank of New York Mellon Trust Company, N.A. (the "Grantee"), in its capacity as collateral agent for the Indenture Claimholders (together with any successors and assigns thereto, in such capacity, the "Collateral Agent").

W I T N E S S E T H

WHEREAS, Grantors are party to an Indenture Collateral Agreement dated as of the date hereof (the "Collateral Agreement") between each of the Grantors and the other grantors party thereto and the Collateral 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 Noteholders to purchase the Notes authenticated and delivered pursuant to the Indenture, dated as of the date hereof, among Stratus Technologies, Inc., Stratus Technologies Bermuda Ltd., the Collateral Agent and the Trustee, the Grantors hereby agree with the Collateral Agent as follows:

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.

2. Grant and Reaffirmation of Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Indenture Claimholders, 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"):

(a) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications 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

(b) 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").

3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Indenture Claimholders pursuant to the Collateral Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral 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.

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).

5. Incorporation by Reference. In connection with its execution and acting hereunder the Collateral Agent is entitled to all rights, privileges, protections, immunities and benefits provided to it under the Indenture.

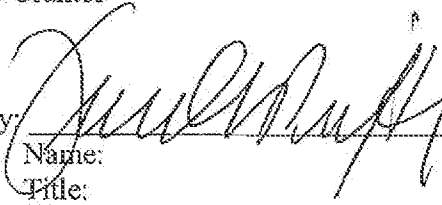
6. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[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.

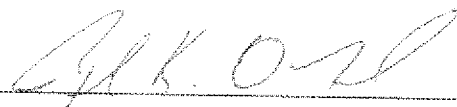
STRATUS TECHNOLOGIES BERMUDA LTD.,
as Grantor

By: 
Name:
Title:

Signature Page to the Indenture Trademark Security Agreement

Accepted and Agreed:

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,
as Collateral Agent and Grantee

By: 
Name:
Title:

Raymond K. O'Neil
Senior Associate

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