

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302840

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stratus Technologies Bermuda Ltd.		04/28/2014	LIMITED LIABILITY COMPANY: BERMUDA
RECEIVING PARTY DATA			
Name:	SunTrust Bank		
Street Address:	303 Peachtree Street, N.E.		
Internal Address:	25th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	3667197	CALM	
Registration Number:	3802062	STRATUS AVANCE	
Registration Number:	3802061	STRATUS AVANCE	
Registration Number:	1305730	STRATUS	
Registration Number:	1267767	STRATUS	
Registration Number:	1321477	CONTINUOUS PROCESSING	
Registration Number:	2816979	SINAP	
Registration Number:	2001821	CONTINUUM	
Registration Number:	2515844	THE AVAILABILITY COMPANY	
Registration Number:	2727568	FTSERVER	
Registration Number:	2564766	FTSERVER	
Registration Number:	3374167	EVERRUN	
Registration Number:	3851873	THE APPLICATION AVAILABILITY EXPERTS	
Registration Number:	2642787	MARATHON	
Registration Number:	3993590	EVERRUN MX	
Registration Number:	2055099	SPLITSITE	
Registration Number:	3993595	EVERRUN MX EXTEND	
Registration Number:	3345958	RUN TO INFINITY	
TRADEMARK			

OP \$490.00 3667197

Property Type	Number	Word Mark
Registration Number:	2430405	COMPUTETHRU
CORRESPONDENCE DATA		
Fax Number:	4048817777	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	404-881-7000	
Email:	betsy.perkins@alston.com	
Correspondent Name:	Laura Kees	
Address Line 1:	1201 W. Peachtree Street	
Address Line 2:	c/o Alston & Bird LLP	
Address Line 4:	Atlanta, GEORGIA 30309-3424	
ATTORNEY DOCKET NUMBER:	001833/443634	
NAME OF SUBMITTER:	Laura Kees	
SIGNATURE:	/Laura Kees/	
DATE SIGNED:	04/28/2014	
Total Attachments: 5		
source=Stratus - Trademark Security Agreement#page1.tif		
source=Stratus - Trademark Security Agreement#page2.tif		
source=Stratus - Trademark Security Agreement#page3.tif		
source=Stratus - Trademark Security Agreement#page4.tif		
source=Stratus - Trademark Security Agreement#page5.tif		

GRANT OF SECURITY INTEREST
TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, STRATUS TECHNOLOGIES BERMUDA LTD., a a Bermuda exempted company limited by shares (the "Grantor"), with principal offices at Cannon's Court, 22 Victoria Street, Hamilton, HM 12, Bermuda, on this 28th day of April, 2014, hereby pledges and grants to SUNTRUST BANK, as Administrative Agent (the "Grantee") with principal offices at 303 Peachtree Street, N.E., 25th Floor, Atlanta, Georgia 30308, a security interest in (A) (i) all United States and foreign trademarks, trade names, corporate names, company names, business names, domain names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or otherwise, all common-law rights related thereto, including, without limitation, any registrations and applications for registrations in respect of the foregoing, and all goodwill of the business connected with the use of or symbolized by any of the foregoing, (ii) the right to obtain all renewals thereof and (iii) the right to sue for past, present or future infringement and dilutions thereof (the "Trademarks"), each as set forth on Schedule A attached hereto and all reissues, extensions or renewals thereof, (B) all written agreements providing for the grant by or to any Grantor of any right to use any Trademark (the "Trademark Licenses"), each as set forth on Schedule A attached hereto and all reissues, extensions or renewals thereof, together with all Proceeds (as such term is defined in the Guarantee and Collateral Agreement referred to below) of the Trademarks, the goodwill of the businesses with which the Trademarks are associated, and all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST (this "Grant"), is made to secure the satisfactory performance and payment of all the "Obligations" of the Grantor, as such term is defined in the Guarantee and Collateral Agreement made by the Grantor and the other grantors from time to time party thereto in favor of the Grantee, dated as of April 14, 2014 (as the same may be amended, restated, modified and/or supplemented from time to time, the "Guarantee and Collateral Agreement").

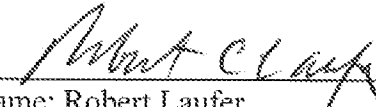
This Grant has been granted in conjunction with the security interest granted to the Grantee under the Guarantee and Collateral Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are more fully set forth in the Guarantee and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern. This Grant may be executed in counterparts and by the different parties hereto on separate counterparts, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally effective as delivery of an original executed counterpart.

This Grant shall be governed by the laws of the State of New York.

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission or by electronic mail in "portable document format" shall be effective as delivery of a manually executed counterpart hereof.

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date referenced above.

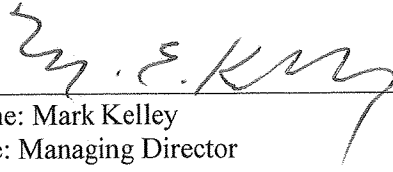
STRATUS TECHNOLOGIES BERMUDA LTD.,
as Grantor

By: 
Name: Robert Laufer
Title: Vice President and Treasurer

SUNTRUST BANK
as Collateral Agent, as Grantee

By: _____
Name:
Title:

SUNTRUST BANK,
as Collateral Agent, as Grantee

By: 
Name: Mark Kelley
Title: Managing Director

SCHEDULE A

Trademarks:

Country	Trademark	Class	Status	Date Registered	Renewal Date	Application/Serial Number	Registration Number	Owner
United States	CALM	9; 35; 37; 42	Active	8/11/2009	8/11/2019	77/190,288	3,667,197	Stratus Technologies Bermuda Ltd.
United States	Stratus Avance	9; 42	Active	6/15/2010	6/15/2020	77/744,067	3,802,062	Stratus Technologies Bermuda Ltd.
United States	Stratus Avance LOGO	9; 42	Active	6/15/2010	6/15/2020	77/744,065	3,802,061	Stratus Technologies Bermuda Ltd.
United States	STRATUS	9	Active	11/20/1984	11/20/2014	73/361,973	1,305,730	Stratus Technologies Bermuda Ltd.
United States	STRATUS - Stylized	9	Active	2/21/1984	2/21/2014	73/361,952	1,267,767	Stratus Technologies Bermuda Ltd.
United States	Continuous Processing	9	Active	2/19/1985	2/19/2015	73/407,989	1,321,477 (Supp Reg)	Stratus Technologies Bermuda Ltd.
United States	SINAP	9	Active	2/24/2004	2/24/2014	78/064,464	2,816,979	Stratus Technologies Bermuda Ltd.
United States	Continuum	9	Active	9/17/1996	9/17/2016	74/549,048	2,001,821	Stratus Technologies Bermuda Ltd.
United States	The Availability Company	37; 42	Active	12/4/2001	12/4/2021	75/598,920	2,515,844 (Supp Reg)	Stratus Technologies Bermuda Ltd.
United States	ftServer with design	9; 16; 37; 38; 41; 42	Active	6/17/2003	6/17/2023	76/024,555	2,727,568	Stratus Technologies Bermuda Ltd.
United States	ftServer	16; 37; 38; 41; 42	Active	4/23/2002	4/23/2022	75/917,156	2,564,766 (Supp Reg)	Stratus Technologies Bermuda Ltd.
United States	everRun	1	Active	1/22/2008	-	78847101	3374167	Stratus Technologies Bermuda Ltd.
United States	The Application Availability Experts	1	Active	9/21/2010	-	77936322	3851873	Stratus Technologies Bermuda Ltd.

Country	Trademark	Class	Status	Date Registered	Renewal Date	Application/Serial Number	Registration Number	Owner
United States	Marathon	1	Active	10/29/2002	-	76361392	2642787	Stratus Technologies Bermuda Ltd.
United States	everRun Mx	1	Active	7/12/2011	-	85196231	3993590	Stratus Technologies Bermuda Ltd.
United States	Splitsite	1	Active	4/22/1997	-	75104187	2055099	Stratus Technologies Bermuda Ltd.
United States	everRun Mx Extend	1	Active	10/29/2002	-	85196252	3,993,595	Stratus Technologies Bermuda Ltd.
United States	Run To Infinity	9; 42	Active	11/27/2007	-	78858999	3,345,958	Stratus Technologies Bermuda Ltd.
United States	Computethru	1	Active	2/20/2001	-	75666300	2430405	Stratus Technologies Bermuda Ltd.
United States	Stratus Cloud	9; 42	Pending	-	-	85/953,454	-	Stratus Technologies Bermuda Ltd.
United States	EVERRUN ENTERPRISE	9	Pending	-	-	86166269	-	Stratus Technologies Bermuda Ltd.