

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334976

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Graphics International Corp.		01/27/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanely Senior Funding, Inc.		
Street Address:	1585 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	1729106	FILETEK	
Registration Number:	2095910	INFINITE REALITY	
Serial Number:	86304592	MINESET	
Serial Number:	86338646	SGI ICE	
Serial Number:	86338648	SGI UV	
Registration Number:	1439837		
Registration Number:	3931524	CLOUDRACK	
Registration Number:	4589688	CXFS	
Registration Number:	3032895	DISK AEROBICS	
Registration Number:	3861224	ENABLING THE ECOLOGICAL DATA CENTER	
Registration Number:	3854147	ICE CUBE	
Registration Number:	3451652		
Registration Number:	3485375	NUMAFLEX	
Registration Number:	3093486	NUMALINK	
Registration Number:	3917120	OCTANE	
Registration Number:	1935775	ONYX	
Registration Number:	2756592	OPENGL	
Registration Number:	2576637	OPENML	
Registration Number:	2498533	ORIGIN	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	2561285	RACKABLE
Registration Number:	2517897	SGI
Registration Number:	2517956	SGI
Registration Number:	3159951	SGIUG
Registration Number:	4252510	SHMEM
Registration Number:	1519576	SILICON GRAPHICS
Registration Number:	2071078	STORHOUSE
Registration Number:	2839861	TRUSTED EDGE
Registration Number:	3424248	VIZSERVER
Registration Number:	3790231	XFS
Registration Number:	2127113	IRIX

CORRESPONDENCE DATA

Fax Number: 2127352000
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 2127353000
Email: justin.selle@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 2: Oren Epstein, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	391000/1496
NAME OF SUBMITTER:	Oren Epstein
SIGNATURE:	/oe/
DATE SIGNED:	03/13/2015

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of January 27, 2015 (this "Agreement"), is made by the signatory hereto indicated as a "Grantor" (the "Grantor") in favor of MORGAN STANLEY SENIOR FUNDING, INC., as Collateral Agent (in such capacity and together with its successors and assigns in such capacity, the "Agent") for (i) the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of January 27, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among SILICON GRAPHICS INTERNATIONAL CORP., a Delaware corporation (the "Borrower"), the Lenders, MORGAN STANLEY SENIOR FUNDING, INC., as administrative agent, and the Agent, and (ii) the other Secured Parties.

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrower under the Credit Agreement, the Grantor entered into a Guarantee and Collateral Agreement dated as of January 27, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") between the Grantor, the Agent and the other persons party thereto, pursuant to which Grantor granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in the Collateral, including the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor agreed to execute this Agreement, in order to record the security interest granted to the Agent for the ratable benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Guarantee and Collateral Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest

Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of the following property (other than any Excluded Assets), in each case, wherever located and now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations:

All right, title and interest in and to all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious

business names, trade dress, trade styles, logos, Internet domain names and other indicia of origin or source identification, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extension and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto, and (vi) all other rights accruing thereunder or pertaining thereto throughout the world.

SECTION 3 Certain Limited Exclusions

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 4. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Guarantee and Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and 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 Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 5. Recordation

Grantor hereby authorizes and requests that the United States Patent and Trademark Office record this Agreement.

SECTION 6. Governing Law

THIS AGREEMENT AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES

THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS).

SECTION 7. Counterparts

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 or other electronic transmission (e.g., “.pdf” or “.tif” format) shall be effective as delivery of a manually executed counterpart hereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

**SILICON GRAPHICS
INTERNATIONAL CORP.,**
as Grantor

By: 

Name: Robert J. Nikl

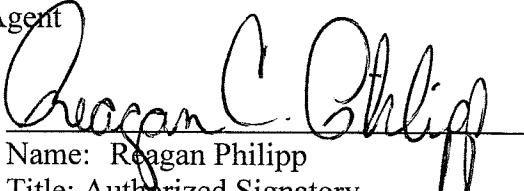
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement of Silicon Graphics International Corp.]

**TRADEMARK
REEL: 005477 FRAME: 0149**

Accepted and Agreed:

**MORGAN STANLEY SENIOR
FUNDING, INC.,**
as Agent

By: 
Name: Reagan Philipp
Title: Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

[See attached.]

Trademark	Filing Date	Application No.	Status	Registration Date	Registration No.	Owner Name	Next Renewal
FILETEK	18-Mar-1992	74256529	Registered - DNR	03-Nov-1992	1729106	Silicon Graphics International Corp.	03-Nov-2022
INFINITE REALITY	19-Jan-1996	75049218	Registered	09-Sep-1997	2095910	Silicon Graphics International Corp.	09-Sep-2017
MINESET	09-Jun-2014	86304592	Pending			Silicon Graphics International Corp.	
SGI ICE	16-Jul-2014	86338646	Pending			Silicon Graphics International Corp.	
SGI UV	16-Jul-2014	86338648	Pending			Silicon Graphics International Corp.	
3D CUBE Logo (old)	14-Mar-1986	73587923	Registered	19-May-1987	1439837	Silicon Graphics International Corp.	19-May-2017
CLOUDRACK	16-Oct-2008	77594607	Registered	15-Mar-2011	3931524	Silicon Graphics International Corp.	15-Mar-2021
CXFS	02-May-2013	85921137	Registered	19-Aug-2014	4589688	Silicon Graphics International Corp.	19-Aug-2024
DISK AEROBICS	10-Nov-2003	78325659	Registered	20-Dec-2005	3032895	Silicon Graphics International Corp.	20-Dec-2015
ENABLING THE ECOLOGICAL DATA CENTER	09-Jul-2007	77224796	Registered	12-Oct-2010	3861224	Silicon Graphics International Corp.	12-Oct-2020
ICE CUBE	20-Aug-2007	77259855	Registered	28-Sep-2010	3854147	Silicon Graphics International Corp.	28-Sep-2020
MOIRE PATTERN Design	27-Dec-2005	78781227	Registered	17-Jun-2008	3451652	Silicon Graphics International Corp.	17-Jun-2018
NUMAFLEX	15-Aug-2000	76110858	Registered	12-Aug-2008	3485375	Silicon Graphics International Corp.	12-Aug-2018
NUMALINK	15-Aug-2000	76110851	Registered	16-May-2006	3093486	Silicon Graphics International Corp.	16-May-2016
OCTANE	29-Jun-2010	85074083	Registered	08-Feb-2011	3917120	Silicon Graphics International Corp.	08-Feb-2021

ONYX	26-Jan-1993	74352513	Registered	14-Nov-1995	1935775	Silicon Graphics International Corp.	14-Nov-2015
OPENGL (and design)	11-Feb-2000	75916455	Registered	26-Aug-2003	2756592	Silicon Graphics International Corp.	26-Aug-2023
OPENML	28-Apr-2000	76037014	Registered	04-Jun-2002	2576637	Silicon Graphics International Corp.	04-Jun-2022
ORIGIN	30-Aug-1996	75158865	Registered	16-Oct-2001	2498533	Silicon Graphics International Corp.	16-Oct-2021
RACKABLE	05-Jul-2000	76083292	Registered	16-Apr-2002	2561285	Silicon Graphics International Corp.	16-Apr-2022
SGI	22-Oct-1998	75574897	Registered	11-Dec-2001	2517897	Silicon Graphics International Corp.	11-Dec-2021
SGI (stylized)	18-Dec-1998	75609926	Registered	11-Dec-2001	2517956	Silicon Graphics International Corp.	11-Dec-2021
SGIUG	30-Apr-2004	78411146	Registered	17-Oct-2006	3159951	Silicon Graphics International Corp.	17-Oct-2016
SHMEM	08-Sep-2011	85418174	Registered	04-Dec-2012	4252510	Silicon Graphics International Corp.	04-Dec-2022
SILICON GRAPHICS	14-Mar-1986	73587922	Registered	10-Jan-1989	1519576	Silicon Graphics International Corp.	10-Jan-2019
STORHOUSE	28-Jul-1995	74707759	Registered	17-Jun-1997	2071078	Silicon Graphics International Corp.	17-Jun-2017
TRUSTED EDGE	21-May-2003	76516122	Registered	11-May-2004	2839861	Silicon Graphics International Corp.	11-May-2024
VIZSERVER	01-Sep-2005	78705573	Registered	06-May-2008	3424248	Silicon Graphics International Corp.	06-May-2018
XFS	22-Oct-2009	77855150	Registered	18-May-2010	3790231	Silicon Graphics International Corp.	18-May-2020
IRIX	13-Dec-1996	75212191	Registered	06-Jan-1998	2127113	Silicon Graphics International Corp.	06-Jan-2018