

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cray Inc.		05/31/2005	CORPORATION: WASHINGTON

RECEIVING PARTY DATA	
Name:	Wells Fargo Foothill, Inc.
Street Address:	2450 Colorado Avenue
Internal Address:	Suite 3000 W
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	78065592	UNICOS/LX
Serial Number:	78065580	CRAY T3X
Registration Number:	2270916	GIGARING
Registration Number:	1978484	HEXAR
Registration Number:	2149629	UNICOS/MK
Registration Number:	1921698	LIBSCI
Registration Number:	1848142	
Registration Number:	1874529	MPP APPRENTICE
Registration Number:	1852899	CRAYSOFT
Registration Number:	1746251	CRINFORM
Registration Number:	1910704	SUPERCLUSTER
Registration Number:	1622950	CRAY ACADEMY
Registration Number:	1644996	AUTOTASKING

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Registration Number:	1524333	CRAY Y-MP
Registration Number:	1417328	UNICOS
Registration Number:	1404893	CRAY CHANNELS
Registration Number:	1307788	CRAY
Registration Number:	1273387	SSD

CORRESPONDENCE DATA

Fax Number: (202)728-0744

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

Phone: 2027216405

Email: christine.wilson@t-t.com

Correspondent Name: Thomson & Thomson

Address Line 1: 1750 K Street, NW

Address Line 2: Suite 200

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

NAME OF SUBMITTER:	CHRISTINE WILSON
Signature:	/CHRISTINE WILSON/
Date:	06/09/2005

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31st day of May 2005, between CRAY INC., a Washington corporation ("Grantor") and WELLS FARGO FOOTHILL, INC., a California corporation ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Senior Secured Credit Agreement dated as of May 31, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Cray Inc., a Washington corporation ("Parent"), and each of Parent's Affiliates and Subsidiaries identified on the signature pages thereof (such Affiliates and Subsidiaries, together with Parent are referred to hereinafter individually as a "Borrower" and collectively, jointly and severally, as the "Borrowers"), and Lender, Lender is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, Lender is willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender, that certain Security Agreement dated as of May 31, 2005 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Lender this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender a continuing first priority security interest in all of 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 of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all modifications, reissues, continuations, extensions, and renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the

Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes Lender unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender 's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]


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

CRAY INC.,
a Washington corporation

By: 
Name: Kenneth W. Johnson
Title: Senior Vice President

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC.

By: 
Name: Thomas E. Lane
Title: Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks

No.	Owner	Trademark	Reg. No./ Serial No.	Reg. Date/ File Date
1.	Owner: Cray Inc.	UNICOS/LX	78-065,592	May 24, 2001
2.	Owner: Cray Inc.	CRAY T3X	78-065,580	May 24, 2001
3.	Owner: Cray Inc.	GIGARING	2,270,916 75-017,277	August 17, 1999 November 9, 1995
4.	Owner: Cray Inc.	HEXAR	1,978,484 74-703,535	June 4, 1996 July 20, 1995
5.	Owner: Cray Inc.	UNICOS/MK	2,149,629 74-703,534	April 7, 1998 July 20, 1995
6.	Owner: Cray Inc.	LIBSCI	1,921,698 74-563,146	September 26, 1995 August 19, 1994
7.	Owner: Cray Inc.	DESIGN ONLY	1,848,142 74-364,703	August 2, 1994 March 3, 1993
8.	Owner: Cray Inc.	MPP APPRENTICE	1,874,529 74-277,600	January 17, 1995 May 20, 1992
9.	Owner: Cray Inc.	CRAYSOFT	1,852,899 74-207,625	September 6, 1994 September 27, 1991
10.	Owner: Cray Inc.	CRIFORM	1,746,251 74-179,731	January 12, 1993 June 24, 1991
11.	Owner: Cray Inc.	SUPERCLUSTER	1,910,704 74-160,488	August 8, 1995 April 24, 1991
12.	Owner: Cray Inc.	CRAY ACADEMY	1,622,950 73-818,972	November 13, 1990 August 14, 1989
13.	Owner: Cray Inc.	AUTOTASKING	1,644,996 73-786,427	May 21, 1991 March 13, 1989
14.	Owner: Cray Inc.	CRAY Y-MP	1,524,333 73-737,800	February 14, 1989 July 1, 1988
15.	Owner: Cray Inc.	UNICOS	1,417,328 73-596,658	November 18, 1986 May 5, 1986
16.	Owner: Cray Inc.	CRAY CHANNELS	1,404,893 73-574,567	August 12, 1986 December 23, 1985

No.	Owner	Trademark	Reg. No./ Serial No.	Reg. Date/ File Date
17.	Owner: Cray Inc.	CRAY	1,307,788 73-444,803	December 4, 1984 September 22, 1983
18.	Owner: Cray Inc.	SSD	1,273,387 73-440,538	April 10, 1984 January 24, 1983

Trade Names

None

Common Law Trademarks

None

Trademarks Not Currently In Use

None

Trademark Licenses

None