

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM652919

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STRATUS TECHNOLOGIES IRELAND LIMITED		06/08/2021	Company: IRELAND
RECEIVING PARTY DATA			
Name:	CERBERUS BUSINESS FINANCE AGENCY, LLC, as collateral agent		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	2001821	CONTINUUM	
Registration Number:	2727568	FTSERVER	
Registration Number:	2816979	SINAP	
Registration Number:	1305730	STRATUS	
Registration Number:	1267767	STRATUS	
Registration Number:	2515844	THE AVAILABILITY COMPANY	
Registration Number:	2564766	FTSERVER	
Registration Number:	4964899	STRATUS CLOUD	
Registration Number:	2055099	SPLITSITE	
Registration Number:	2642787	MARATHON	
Registration Number:	3374167	EVERRUN	
Registration Number:	4689868	EVERRUN ENTERPRISE	
Serial Number:	88481610	STRATUS ZTC	
Serial Number:	88481634	STRATUS ZTC	
Serial Number:	88481638	STRATUS ZTC EDGE	
Serial Number:	88481646	STRATUS ZTC EDGE	
CORRESPONDENCE DATA			
Fax Number:	2125935955		

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TRADEMARK

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: 212-756-2132
Email: scott.kareff@srz.com
Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP
Address Line 1: 919 Third Avenue
Address Line 2: 25th Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 014951-2058

NAME OF SUBMITTER: Scott Kareff (014951-2058)

SIGNATURE: /kc for sk/

DATE SIGNED: 06/09/2021

Total Attachments: 6

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of June 8, 2021, is made by STRATUS TECHNOLOGIES IRELAND LIMITED, a company incorporated in Ireland, (the “Grantor”), in favor of CERBERUS BUSINESS FINANCE AGENCY, LLC, as collateral agent (in such capacity, the “Agent”) in connection with that certain Credit Agreement, dated as of June 8, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among STORM PRIVATE HOLDINGS II LTD., a Cayman Islands exempted company (“Holdings”), STRATUS TECHNOLOGIES BERMUDA LTD., a Bermuda exempted company limited by shares (“Parent”), STRATUS TECHNOLOGIES, INC., a Delaware corporation (the “Borrower”), the lending institutions from time to time parties thereto (each a “Lender” and, collectively, the “Lenders”) and CERBERUS BUSINESS FINANCE AGENCY, LLC, as collateral agent (in such capacity, together with its successors and assigns, the “Collateral Agent”) for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Security Agreement, dated June 8, 2021 in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with Holdings and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, the Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

I. Grant of Security Interest. The Grantor hereby grants a lien on and security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks, the right to receive all Proceeds therefrom and the right to bring claims for infringement or other conflict with the foregoing (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of the Grantor’s “intent to use” such trademarks or service marks will not be

deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the lien and security interest granted herein and deemed to be included in the Collateral.

II. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

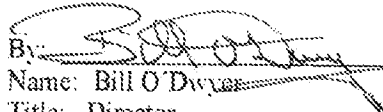
III. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

IV. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

V. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

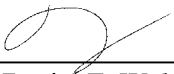
STRATUS TECHNOLOGIES IRELAND LIMITED,
as the Grantor

By: 
Name: Bill O'Dwyer
Title: Director

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 007321 FRAME: 0927

CERBERUS BUSINESS FINANCE AGENCY, LLC,
as the Collateral Agent

By: 
Name: Daniel E. Wolf
Title: Senior Managing Director

Schedule A

[Attached]

U.S. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark Registrations and Applications:

Trademark	Owner	Application Number (App. Date)	Registration Number (Reg. Date)	Status
Continuum	Stratus Technologies Ireland Limited	74/549,048 (07/14/1994)	2001821 (09/17/1996)	Registered
ftServer with design	Stratus Technologies Ireland Limited	76/024,555 (04/13/2000)	2727568 (06/17/2003)	Registered
SINAP	Stratus Technologies Ireland Limited	78/064,464 (05/18/2001)	2816979 (02/24/2004)	Registered
STRATUS	Stratus Technologies Ireland Limited	73/361,973 (04/28/1982)	1305730 (11/20/1984)	Registered
STRATUS - Stylized	Stratus Technologies Ireland Limited	73/361,952 (04/28/1982)	1267767 (02/21/1984)	Registered
The Availability Company	Stratus Technologies Ireland Limited	75/598,920 (12/02/1998)	2,515,844 (Supp Reg) (12/04/2001)	Registered
ftServer	Stratus Technologies Ireland Limited	75/917,156 (02/11/2000)	2,564,766 (Supp Reg) (04/23/2002)	Registered
Stratus Cloud	Stratus Technologies Ireland Limited	85/953,454 (06/07/2013)	4964899 (05/24/2016)	Registered
Splitsite	Stratus Technologies Ireland Limited	75104187 (05/14/1996)	2055099 (04/22/1997)	Registered
Marathon	Stratus Technologies Ireland Limited	76361392 (01/22/2002)	2642787 (10/29/2002)	Registered
everRun	Stratus Technologies Ireland Limited	78847101 (03/27/2006)	3374167 (01/22/2008)	Registered
everRun Enterprise	Stratus Technologies Ireland Limited	86/166269 (01/15/2014)	4689868 (02/17/2015)	Registered
Stratus ZTC	Stratus Technologies Ireland Limited	88/481,610 (06/20/2019)	N/A	Pending
Stratus ZTC	Stratus Technologies Ireland Limited	88/481,634 (06/20/2019)	N/A	Pending
Stratus ztC Edge	Stratus Technologies Ireland Limited	88/481,638 (06/20/2019)	N/A	Pending
Stratus ztC Edge	Stratus Technologies Ireland Limited	88/481,646 (06/20/2019)	N/A	Pending