

05-28-2002



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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Stratus Technologies Bermuda Ltd.

5-28-02

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other \_\_\_\_\_

Execution Date: February 22, 2002

## 2. Name and address of receiving party(ies):

Name: JPMorgan Chase Bank, as Administrative Agent

Internal Address: \_\_\_\_\_

Street Address: P.O. Box 2558

City: Houston State: TX ZIP: 77252

Additional name(s) & addresses attached? ☐ Yes ☒ No

## 4. Application number(s) or patents number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

## A. Patent Application No.(s)

See Attached Continuation of Item Four

## B. Patent No.(s)

09548528

Additional numbers attached? ☒ Yes ☐ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Alison Winick, Esq.

Internal Address: Simpson Thacher &amp; Bartlett

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

## 6. Total number of applications and patents involved: \_\_\_\_\_

33

## 7. Total fee (37 CFR 3.41): \_\_\_\_\_ \$1,320.00

☐ Enclosed☒ Authorized to be charged to credit card

## 8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

## 9. Signature.

Alison Winick, Esq.

Name of Person Signing

Signature

5-24-02

Date

Total number of pages including cover sheet, attachments, and documents: \_\_\_\_\_

9

05/29/2002 6TON11

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Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20231

01 FC:581

1320.00 DP

PATENT  
REEL: 012919 FRAME: 0001

**CONTINUATION OF ITEM FOUR FROM RECORDATION COVER SHEET****4.     Application number(s) or patent number(s):**

<b>App. No.</b>	<b>App. No.</b>	<b>App. No.</b>
09/548,528	09/550,004	09/871,180
09/548,529	09/550,243	09/799,478
09/548,527	09/549,508	09/819,328
09/548,200	09/664,483	09/832,466
09/796,155	09/665,887	09/832,467
09/550,230	09/666,254	09/961,130
09/548,536	09/731,451	09/790,750
09/548,530	09/742,989	09/797,100
09/550,108	09/748,596	09/833,835
09/548,202	09/785,607	09/882,874
09/549,733	09/789,051	09/961,608

GRANT OF  
SECURITY INTEREST IN PATENT RIGHTS

THIS GRANT OF SECURITY INTEREST IN PATENT RIGHTS

("Agreement"), dated as of February 22, 2002 is made by Stratus Technologies Bermuda, Ltd., a company organized under the laws of Bermuda (the "Additional Subsidiary"), in favor of JPMorgan Chase Bank (formerly known as The Chase Manhattan Bank), a New York banking corporation, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Amended and Restated Credit Agreement, dated as of December 21, 2000 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Stratus Technologies, Inc. (formerly known as Stratus Computer (DE), Inc.), a Delaware Corporation (the "Borrower"), Stratus Technologies International, S.a.r.l. (formerly known as Stratus Computer Systems, S.a.r.l.) ("HubCo"), the Lenders, the Agent and other parties named therein.

W I T N E S S E T H:

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

WHEREAS, in connection with the First Amendment to the Credit Agreement, dated as of February 15, 2002, the Additional Subsidiary has executed and delivered an Assumption Agreement, dated as of February 22, 2002, whereby the Additional Subsidiary becomes a party to the Collateral Agreement, dated as of February 26, 1999, in favor of Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, the Additional Subsidiary pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Patents (as defined in the Collateral Agreement);

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the parties hereto agree, for the benefit of the Agent and the Lenders, as follows:

SECTION 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 Collateral Agreement.

SECTION 2. Grant of Security Interest. The Additional Subsidiary hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective

upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Patents (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

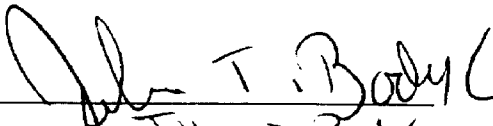
SECTION 3. Purpose. This Agreement has been executed and delivered by the Additional Subsidiary for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Additional Subsidiary does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Patents granted hereby are more fully set forth in the Credit Agreement and the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. 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.

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 BERMUDA LTD.

By:   
Name: John T. Belyk  
Title: Director

JPMORGAN CHASE BANK  
as Administrative Agent for the Lenders

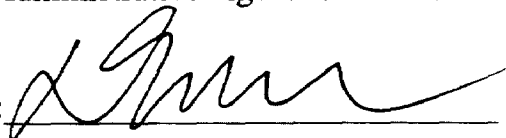
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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 BERMUDA, LTD.

By: \_\_\_\_\_  
Name:  
Title:

JPMORGAN CHASE BANK  
as Administrative Agent for the Lenders

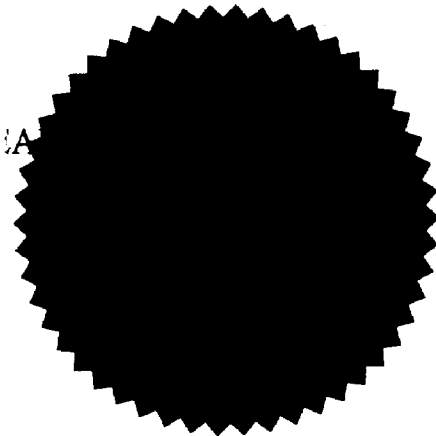
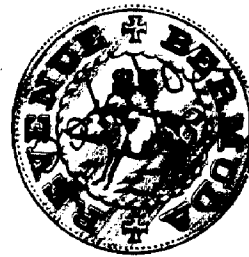
By:   
Name:  
Title: **David M. Mallett**  
**Vice President**

CITY OF HAMILTON        )  
                                      ) ss  
BERMUDA                    )

On the 22<sup>nd</sup> day of February, 2002, before me personally came John Bradley, who is personally known to me to be a Director of **Stratus Technologies Bermuda Ltd.**, a Bermuda company; who, being duly sworn, did depose and say that he is a Director in such company, the company described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such company; and that he acknowledged said instrument to be the free act and deed of said company.

[Signature]  
Notary Public

Loriano D'Amico, Officer of the Court  
Notary Public  
Minister of the Government  
of the Islands of Bermuda.



Patent Information

	PATENT APPLICATIONS FILED	FILING DATE	APPLICATION NUMBERS
	TITLE		
1	Fault-Tolerant Computer System With Voter Delay Buffer	April 13, 2000	09/548,528
2	Hot Plug Switch Mechanism	April 13, 2000	09/548,529
3	Method And System For Upgrading Fault-Tolerant Systems	April 13, 2000	09/548,527
4	System And Method For Operating A System With Redundant Peripheral Bus Controllers	April 13, 2000	09/548,200
5	Apparatus and Methods for Identifying Bus Protocol Violation	February 28, 2001	09/796,155
6	Dynamically Extendible Firewall	April 14, 2000	09/550,230
7	Fault-Tolerant Maintenance Bus Architecture	April 13, 2000	09/548,536
8	Fault-Tolerant Maintenance Bus Protocol And Method For Using The Same	April 13, 2000	09/548,530
9	Methods And Apparatus For Persistent Volatile Computer Memory	April 14, 2000	09/550,108
10	System And Method For Operating A SCSI Bus With Redundant SCSI Adaptors	April 13, 2000	09/548,202
11	Method And Apparatus For Deterministically Booting A Redundant Fault-Tolerant System	April 14, 2000	09/549,733
12	Method And Apparatus For Fault-Tolerant System Recovery	April 14, 2000	09/550,004
13	Secure Service Network	April 14, 2000	09/550,243
14	Robust Service Network	April 14, 2000	09/549,508
15	Maintenance Of Consistent, Redundant Mass Storage Images	September 18, 2000	09/664,483
16	Methods And Apparatus For Generating High-Frequency Clocks Deterministically From A Low-Frequency System Reference Clock	September 20, 2000	09/665,887
17	Method And Apparatus For Clock Management Based On Environmental Conditions	September 21, 2000	09/666,254
18	Apparatus And Methods For Boosting Power Supplied At A Remote Node	December 7, 2000	09/731,451
19	A Method And Apparatus For Efficiently Moving Portions Of A Memory Block	December 20, 2000	09/742,989
20	Apparatus And Methods For Limiting Electrical Current In Circuit Breaker Applications	December 22, 2000	09/748,596
21	Implementing Standards-Based File Operations In Proprietary Operating Systems	February 16, 2001	09/785,607
22	Electronic Circuit Design (filed simultaneously in Ireland as both short term and regular application and filed in European Patent Office)	August 8, 2000	N/A
23	Caching for I/O Virtual Address Translation and Validation Using Device Drivers	February 20, 2001	09/789,051
24	Methods And Apparatus for Computer Bug Error Termination	May 31, 2001	09/871,180
25	Coordinated Recalibration of High Bandwidth Memories in a Multiprocessor Computer	March 5, 2001	09/799,478



	<b>PATENT APPLICATIONS FILED</b>	<b>FILING DATE</b>	<b>APPLICATION NUMBERS</b>
26	Apparatus And Methods for Fault-Tolerant Computing Using a Switching Fabric	March 28, 2001	09/819,328
27	An Apparatus And Method for Two Computing Elements in a Fault-Tolerant Server to Execute Instructions in Lockstep	April 11, 2001	09/832,466
28	An Apparatus And Method for Accessing a Mass Storage Device in a Fault-Tolerant Server	April 11, 2001	09/832,467
29	Fault-Tolerant Power-Supply Current-Sharing Apparatus And Methods	September 21, 2001	09/961,130
30	A Method and Apparatus for Storing Transactional Information in Persistent Memory	February 22, 2001	09/790,750
31	System and Methods for Caching With File-Level Granularity	March 1, 2001	09/797,100
32	A Method and Apparatus for Managing Session Information	April 12, 2001	09/833,835
33	A Binary Object System for Automated Data Translation	June 15, 2001	09/882,874
34	A Method and Apparatus for Scanning Records	September 24, 2001	09/961,608