

Form PTO-1595
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings → → →

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.

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: December 16, 2003

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. Parent No.(s)

See Attached Continuation of Item Four

Additional number(s) attached? ☒ Yes ☐ No

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

Name: Alison J. Winick, Esq.

Internal Address: Simpson Thacher & Bartlett LLP

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and patents involved: 30

7. Total fee (37 CFR 3.41): \$ 1,200.00

- ☐ Enclosed
☒ Authorized to be charged to ~~deposit account~~ credit card

8. Deposit account number: _____

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Alison J. Winick, Esq.

Name of Person Signing


Signature

1-8-04
Date

Total number of pages including cover sheet, attachments, and documents: 9

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

PATENT

REEL: 014242 FRAME: 0225

700059695

OP \$1200.00 09548528

CONTINUATION OF ITEM FOUR FROM RECORDATION COVER SHEET

4. Application number(s) or patent number(s):

Patent Application Number	Patent Number
09/548,528	6,355,991
09/548,527	6,633,996
09/548,200	
09/548,530	
09/548,202	
09/550,230	
09/550,108	
09/549,733	
09/550,243	
09/549,508	
09/664,483	
09/665,887	
09/666,254	
09/742,989	
09/785,607	
09/789,051	
09/790,750	
09/796,155	
09/797,100	
09/799,478	
09/819,883	
09/832,466	
09/832,467	
09/833,835	
09/871,180	
09/882,874	
09/961,130	
09/961,608	

**GRANT OF
SECURITY INTEREST IN PATENT RIGHTS**

THIS GRANT OF SECURITY INTEREST IN PATENT RIGHTS (the "**Agreement**"), dated as of December 16, 2003 is made by Stratus Technologies Bermuda Ltd., a company organized under the laws of Bermuda (the "**Additional Subsidiary**"), in favor of JPMorgan Chase Bank, a New York banking corporation, as Administrative Agent (the "**Agent**") for the several banks and other financial institutions (the "**Lenders**") party to the Revolving Credit Agreement, dated as of November 18, 2003 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Stratus Technologies, Inc. (formerly known as Stratus Computer (DE), Inc.), a Delaware Corporation (the "**Borrower**"), Stratus Technologies International, S.à r.l. (formerly known as Stratus Computer Systems, S.à r.l.) ("**HubCo**"), the Lenders, the Agent and the 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 Credit Agreement, dated as of November 18, 2003, the Additional Subsidiary has executed and delivered a Collateral Agreement, dated as of November 18, 2003, in favor of the 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.

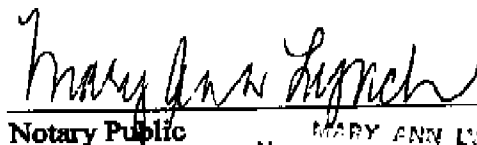
By: 
Name: ZAHID ZAKIRUDDIN
Title:

JPMORGAN CHASE BANK
as Administrative Agent for the Lenders

By: _____
Name:
Title:

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss

On the 11th day of December, 2003, before me personally came Zahid Zakiuddin, who is personally known to me to be the Authorized Signatory of Stratus Technologies Bermuda Ltd., a Bermuda corporation; who, being duly sworn, did depose and say that she/he is the Authorized Signatory in such company, the company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

MARY ANN LYNCH
Notary Public, State of New York
No. 015033
Qualified in Nassau County
Commission Expires May 31, 2006

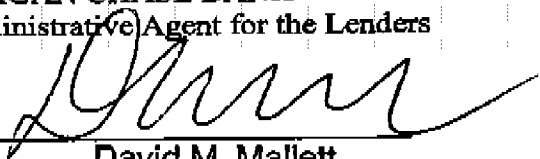
(PLACE STAMP AND SEAL ABOVE)

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: David M. Mallett
Title: Vice President

SCHEDULE A**U.S. Patents**

<u>Patent</u>	<u>Patent Number</u>
Hot Plug Switch Mechanism	6,355,991
Fault-Tolerant Maintenance Bus Architecture	6,633,996

U.S. Patent Applications

PATENT APPLICATIONS FILED	FILING DATE	APPLICATION NUMBER
TITLE		
Fault-Tolerant Computer System With Voter Delay Buffer	April 13, 2000	09/548,528
Method And System For Upgrading Fault-Tolerant Systems	April 13, 2000	09/548,527
System And Method For Operating A System With Redundant Peripheral Bus Controllers	April 13, 2000	09/548,200
Fault-Tolerant Maintenance Bus Protocol And Method For Using The Same	April 13, 2000	09/548,530
System And Method For Operating A SCSI Bus With Redundant SCSI Adaptors	April 13, 2000	09/548,202
Dynamically Extendible Firewall	April 14, 2000	09/550,230
Methods And Apparatus For Persistent Volatile Computer Memory	April 14, 2000	09/550,108
Method And Apparatus For Deterministically Booting A Redundant Fault-Tolerant System	April 14, 2000	09/549,733
Secure Service Network	April 14, 2000	09/550,243
Robust Service Network	April 14, 2000	09/549,508
Maintenance Of Consistent, Redundant Mass Storage Images	September 18, 2000	09/664,483

Methods And Apparatus For Generating High-Frequency Clocks Deterministically From A Low-Frequency System Reference Clock	September 20, 2000	09/665,887
Method And Apparatus For Clock Management Based On Environmental Conditions	September 21, 2000	09/666,254
A Method And Apparatus For Efficiently Moving Portions Of A Memory Block	December 20, 2000	09/742,989
Implementing Standards-Based File Operations In Proprietary Operating Systems	February 16, 2001	09/785,607
Caching for I/O Virtual Address Translation and Validation Using Device Drivers	February 20, 2001	09/789,051
A Method and Apparatus for Storing Transactional Information in Persistent Memory	February 22, 2001	09/790,750
Apparatus and Methods for Identifying Bus Protocol Violation	February 28, 2001	09/796,155
System and Methods for Caching With File-Level Granularity	March 1, 2001	09/797,100
Coordinated Recalibration of High Bandwidth Memories in a Multiprocessor Computer	March 5, 2001	09/799,478
Apparatus And Methods for Fault-Tolerant Computing Using a Switching Fabric	March 28, 2001	09/819,883
An Apparatus And Method for Two Computing Elements in a Fault-Tolerant Server to Execute Instructions in Lockstep	April 11, 2001	09/832,466
An Apparatus And Method for Accessing a Mass Storage Device in a Fault-Tolerant Server	April 11, 2001	09/832,467
A Method and Apparatus for Managing Session Information	April 12, 2001	09/833,835
Methods And Apparatus for Computer Bug Error Termination	May 31, 2001	09/871,180
A Binary Object System for Automated Data Translation	June 15, 2001	09/882,874
Fault-Tolerant Power-Supply Current-Sharing Apparatus And Methods	September 21, 2001	09/961,130
A Method and Apparatus for Scanning Records	September 24, 2001	09/961,608