

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY AGREEMENT
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CONVEYING PARTY DATA	
Name	Execution Date
Egenera, Inc.	12/29/2008

RECEIVING PARTY DATA	
Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054

PROPERTY NUMBERS Total: 19	
Property Type	Number
Patent Number:	6971044
Patent Number:	6927974
Patent Number:	6953232
Patent Number:	7032108
Patent Number:	7231430
Patent Number:	7174390
Patent Number:	7178059
Patent Number:	7228265
Patent Number:	7296182
Patent Number:	7305581
Application Number:	10999118
Application Number:	11513877
Application Number:	11799294
Application Number:	11759076
Application Number:	11759077

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Application Number:	11759078
Application Number:	12112836
Application Number:	12126547
Application Number:	12190930

CORRESPONDENCE DATA

Fax Number: (703)415-1557

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

Phone: 703-415-1555

Email: mail@specializedpatent.com

Correspondent Name: Christopher E. Kondracki

Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007

Address Line 4: Arlington, VIRGINIA 22202

ATTORNEY DOCKET NUMBER:	8120808
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NAME OF SUBMITTER:	Christopher E. Kondracki
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Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 29, 2008 by and between SILICON VALLEY BANK ("Bank") and EGENERA, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated May 28, 2008, and as amended by that certain First Loan Modification Agreement dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those registered copyrights set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as a sealed instrument under the laws of the Commonwealth of Massachusetts by its officers thereunto duly authorized as of the first date written above.

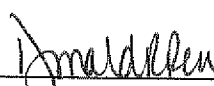
Address of Grantor:

165 Forest Street
Marlborough, Massachusetts 01752

Attn: CFO

GRANTOR:

EGERA, INC.

By: 

Title: CFO

Address of Bank:

One Newton Executive Park, Suite 200
2221 Washington Street
Newton, Massachusetts 02462

Attn: Ms. Kate Leland

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as a sealed instrument under the laws of the Commonwealth of Massachusetts by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

EGERA, INC.

165 Forest Street
Marlborough, Massachusetts 01752

By: _____

Attn: _____

Title: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

One Newton Executive Park, Suite 200
2221 Washington Street
Newton, Massachusetts 02462

By: Kate Leland

Attn: Ms. Kate Leland

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

Issuing Jurisdiction	Patent No.	Issue Date	Title and Description
United States	6,971,044	11/29/2005	Service Clusters and Method in a Processing System with Failover Capability
United States	6,927,974	8/9/2005	Simplified Power and Data Connector for Use with Chassis System that Houses Multiple Processors
United States	6,953,232	10/11/2005	Latching Mechanism for Securing a Computer Component into a Housing
United States	7,032,108	4/18/2006	System and Method for Virtualizing Basic Input/Output System (BIOS) Including Bios Run Time Services
United States	7,231,430	6/12/2007	Reconfigurable, Virtual Processing System, Cluster, Network and Method
China	02811128.1	12/13/2006	Virtual Networking System and Method in a Processing System
United States	7,174,390	2/6/2007	Address Resolution Protocol System and Method in a Virtual Network
United States	7,178,059	2/13/2007	Disaster Recovery for Processing Resources Using Configurable Deployment Platform
United States	7,228,265	6/5/2007	System and Method for Emulating Serial Port Communication
United States	7,296,182	11/13/2007	Disaster Recovery for Processing Resources Using Configurable Deployment Platform
United States	7,305,581	11/14/2007	Service Clusters and Method in a Processing System with Failover Capability
Japan	4041985	11/27/2007	Simplified Power and Data Connector for Use with Chassis System that Houses Multiple Processors

Patent applications:

US App. No.	Date Filed	Title and Description	
10/999,118	11/29/04	Distributed Multicast System and Method in a Network	
11/513,877	8/31/06	Providing Virtual Machine Technology as an Embedded Layer within a Processing Platform	
11/799,294	5/1/07	System and Method for Emulating Serial Port Communication (a continuation of portions of US patent no. 7,228,265)	
11/759,076	6/6/07	Reconfigurable, Virtual Processing System, Cluster, Network and Method (a continuation of portions of US patent no. 7,231,430)	
11/759,077	6/6/07	Reconfigurable, Virtual Processing System, Cluster, Network and Method (a continuation of portions of US patent no. 7,231,430)	
11/759,078	6/6/07	Reconfigurable, Virtual Processing System, Cluster, Network and Method (a continuation of portions of US patent no. 7,231,430)	
12/112,836	4/30/08	A System, Method, and Adapter for Creating Fault-Tolerant Communication Busses from Standard Components	
12/126,547	5/23/08	Method For Determining which of Two Redundant Servers Has Survived a Failure	
12/190,930	8/13/2008	System for Virtualizing NVRAM Settings	

EXHIBIT C

Trademarks

Mark Name	Country	Class	App. #	App. Date	Reg. #	Reg. Date
BLADEFRAME	Australia	9	955784	5/28/2003	955784	2/17/2004
BLADEFRAME	China P.R.	9	4158308	7/7/2004	4158308	11/21/2006
BLADEFRAME	Community Trademark	9	2,169,381	4/9/2001	2,169,381	4/9/2001
BLADEFRAME	Hong Kong	9	3000012013	4/29/2003	3000012013	4/29/2003
BLADEFRAME	Japan	9	2003-036824	5/7/2003	4724526	11/7/2003
BLADEFRAME	New Zealand	9	679126	5/26/2003	679126	1/5/2004
BLADEFRAME	South Korea	9	2003-19909	5/1/2003	585378	6/18/2004
BLADEFRAME	Thailand	9	520581	6/10/2003	Kor.192119	2/11/2004
BLADEFRAME	United States	9	76/227487	3/20/2001	2,748,042	8/5/2003
EGENERA	China P.R.	9	4158307	7/7/2004	4158307	10/14/2006
EGENERA	Community Trademark	9	3169422	5/15/2003	3169422	2/22/2005
EGENERA	Hong Kong	9	300012004	4/29/2003	300012004	4/29/2003
EGENERA	New Zealand	9	679124	5/26/2003	679124	1/5/2004
EGENERA	South Korea	9	2003-19910	5/1/2003	585379	6/18/2004
EGENERA	Thailand	9	520580	6/10/2003	Kor.192118	2/11/2004
EGENERA	United States	9	78/211752	2/6/2003	2,831,978	4/13/2004
MISCELLANEOUS DESIGN	United States	9	76/242788	4/18/2001	2,772,188	6/3/2003
PAN MANAGER (Opposition filed by Dylog Italia SPA; the parties have exchanged settlement proposals that would allow mark to register with a field of use limitation)	Community Trademark	9	5997937	6/13/2007		
PAN MANAGER	United States	9	77/196689	6/4/2007	3,465,735	7/15/2008

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None