

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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|----------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Egenera, Inc. | 09/24/2009 |
| RECEIVING PARTY DATA | |
| Name: | Pharos Capital Partners II-A, L.P., as collateral agent |
| Street Address: | One Burton Hills Boulevard |
| Internal Address: | Suite 180 |
| City: | Nashville |
| State/Country: | TENNESSEE |
| Postal Code: | 37215 |
| 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 |

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PATENT
REEL: 023792 FRAME: 0527

CH \$760.00 6971044

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| Application Number: | 11759077 |
| Application Number: | 11759078 |
| Application Number: | 12112836 |
| Application Number: | 12126547 |
| Application Number: | 12190930 |

CORRESPONDENCE DATA

Fax Number: (212)355-3333

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

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Correspondent Name: GOODWIN PROCTER LLP Attn Janis Nici

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Address Line 2: rm. 2928

Address Line 4: New York, NEW YORK 10018

| | |
|-------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 125137-194697 |
|-------------------------|---------------|

| | |
|--------------------|------------|
| NAME OF SUBMITTER: | Janis Nici |
|--------------------|------------|

Total Attachments: 9

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EXECUTION COPY

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 24, 2009 by and between PHAROS CAPITAL PARTNERS II-A, L.P., in its capacity as collateral agent for the Purchasers (as defined below) (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent") and EGENERA, INC., a Delaware corporation ("Grantor").

RECITALS

A. The Grantor, the Collateral Agent and the purchasers identified on the signature pages thereto (together with their successors and permitted assigned and any additional Purchasers added pursuant to Section 2.4 thereof, collectively, the "Purchasers") have entered into that certain Securities Purchase Agreement, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Purchase Agreement"; capitalized terms used herein are used as defined in the Purchase Agreement), pursuant to which the Grantor has agreed, among other things, to issue and sell to the Purchasers, and the Purchasers have agreed, among other things, to purchase, certain of the Grantor's senior subordinated notes (collectively, the "Notes") upon the terms and subject to the conditions set forth therein.

B. The Purchasers shall purchase the Notes only upon the condition, among others, that Grantor shall grant to the Collateral Agent a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is defined below) to secure the Obligations of Grantor under the Purchase Agreement.

C. Pursuant to the terms of the Purchase Agreement, Grantor has granted to Collateral Agent 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 Purchase Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, Grantor grants and pledges to Collateral Agent 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 Collateral Agent under the Purchase Agreement. The rights and remedies of Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Purchase Agreement and the other Purchase Documents, and those which are now or hereafter available to Collateral Agent as a matter of law or equity. Each right, power and remedy of Collateral Agent provided for herein or in the Purchase Agreement or any of the Purchase 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 Collateral Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Purchase Agreement or any of the other Purchase Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Collateral Agent, of any or all other rights, powers or remedies.

[Signature page follows.]

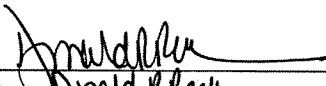
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed under the laws of the Commonwealth of Massachusetts by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

EGENERA, INC.

165 Forest Street
Marlborough, Massachusetts 01752

By: 
Name: Donald Kech
Title: CFO

COLLATERAL AGENT:

Address of Collateral Agent:

PHAROS CAPITAL PARTNERS II-A, L.P.
By: Pharos Capital Group II-A, LLC, its General Partner

One Burton Hills Boulevard
Suite 180
Nashville, Tennessee 37215

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed 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:

EGENERA, INC.

165 Forest Street
Marlborough, Massachusetts 01752

By: _____
Name: _____
Title: _____

COLLATERAL AGENT:

Address of Collateral Agent:

PHAROS CAPITAL PARTNERS II-A, L.P.
By: Pharos Capital Group II-A, LLC, its General
Partner

One Burton Hills Boulevard
Suite 180
Nashville, Tennessee 37215

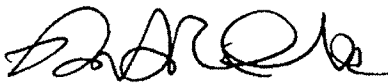
By: 
Name: D. Robert Grants, III
Title: v.p.

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents:

| Issuing Jurisdiction | Patent No. | Issue Date | Title and Description | Other Countries Filed In |
|-----------------------------|-------------------|-------------------|--|---|
| United States | 6,971,044 | 11/29/2005 | Service Clusters and Method in a Processing System with Failover Capability | Canada, European Regional Patent Group, Germany, Japan, China |
| United States | 6,927,974 | 8/9/2005 | Simplified Power and Data Connector for Use with Chassis System that Houses Multiple Processors | Japan |
| 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 | Canada, European Regional Patent Group, Germany, Japan, China |
| China | 02811128.1 | 12/13/2006 | Virtual Networking System and Method in a Processing System | Canada, European Regional Patent Group, Germany, Japan |
| United States | 7,174,390 | 2/6/2007 | Address Resolution Protocol System and Method in a Virtual Network | European Regional Patent Group, Japan |
| United States | 7,178,059 | 2/13/2007 | Disaster Recovery for Processing Resources Using Configurable Deployment Platform | Canada, European Regional Patent Group, Germany, Japan, China |
| 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 | Canada, European Regional Patent Group, Germany, Japan, China |
| United States | 7,305,581 | 11/14/2007 | Service Clusters and Method in a Processing System with Failover Capability | Canada, European Regional Patent Group, Germany, Japan, China |
| 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 | Other Countries Filed In |
|--------------------|-------------------|--|---|
| 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 | European Regional Patent Group |
| 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) | Canada, European Regional Patent Group, Germany, Japan, China |
| 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) | Canada, European Regional Patent Group, Germany, Japan, China |
| 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) | Canada, European Regional Patent Group, Germany, Japan, China |
| 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 | 2,722,188 | 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