

PATENT ASSIGNMENT

Electronic Version v1.1
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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Super Priority Patent Security Agreement |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Stratus Technologies Bermuda Ltd. | 04/08/2010 |
| RECEIVING PARTY DATA | |
| Name: | Jefferies Finance LLC, as administrative agent |
| Street Address: | 520 Madison Avenue |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10022 |
| PROPERTY NUMBERS Total: 35 | |
| Property Type | Number |
| Patent Number: | 6842823 |
| Patent Number: | 6691225 |
| Patent Number: | 6813721 |
| Patent Number: | 6948010 |
| Patent Number: | 6802022 |
| Patent Number: | 6886171 |
| Patent Number: | 6766479 |
| Patent Number: | 6718474 |
| Patent Number: | 6970892 |
| Patent Number: | 6996750 |
| Patent Number: | 6776413 |
| Patent Number: | 6874102 |
| Patent Number: | 6901481 |
| Patent Number: | 7065672 |
| Patent Number: | 6862689 |

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PATENT
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| Patent Number: | 6971043 |
| Patent Number: | 6928583 |
| Patent Number: | 6735715 |
| Patent Number: | 6708283 |
| Patent Number: | 6355991 |
| Patent Number: | 6820213 |
| Patent Number: | 6633996 |
| Patent Number: | 6687851 |
| Patent Number: | 6691257 |
| Patent Number: | 7496787 |
| Patent Number: | 7496786 |
| Patent Number: | 7669073 |
| Application Number: | 11337697 |
| Application Number: | 10997409 |
| Application Number: | 11895048 |
| Application Number: | 11986792 |
| Application Number: | 11998581 |
| Application Number: | 12242043 |
| Application Number: | 12241723 |
| Application Number: | 12189843 |

CORRESPONDENCE DATA

Fax Number: (212)354-8113
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2128198200
Email: fcutajar@whitecase.com
Correspondent Name: White & Case LLP
Address Line 1: 1155 Avenue of the Americas
Address Line 2: Patents & Trademarks
Address Line 4: New York, NEW YORK 10036

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|-------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 1155732-0157 |
| NAME OF SUBMITTER: | Frances B. Cutajar |

Total Attachments: 7
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SUPER PRIORITY PATENT SECURITY AGREEMENT

SUPER PRIORITY PATENT SECURITY AGREEMENT dated as of April 8, 2010 (as amended, restated or otherwise modified from time to time, the "Agreement") between each of the signatories hereto (together with any other entity that may become a party hereto as provided in the Collateral Agreement (as defined below), the "Grantors"), and Jefferies Finance LLC, in its capacity as administrative agent for the Secured Parties (together with any successors and assigns thereto, in such capacity, the "Administrative Agent").

WITNESSETH

WHEREAS, Grantors are party to a Super Priority First Lien Collateral Agreement dated as of the date hereof (the "Collateral Agreement") between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders (as defined below) to enter into the Revolving Credit Agreement, dated as of the date hereof among Stratus Technologies Bermuda Holdings Ltd., Stratus Technologies Bermuda Ltd., Stratus Technologies, Inc., the lenders from time to time party thereto (the "Lenders") and the Administrative Agent, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meaning provided to such terms in the Collateral Agreement.

SECTION 2. Grant and Reaffirmation of Grant of Security Interest in Patent Collateral. Each Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing (collectively, "Patents"), including, but not limited to: (i) each patent and patent application referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements thereof, (vi) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit; and

(b) all agreements providing for the granting of any right in or to Patents (whether such Grantor is licensee or licensor thereunder) including those referred to in Schedule I hereto (collectively, "Patent Licenses").

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Collateral Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. Applicable Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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* * *

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

STRATUS TECHNOLOGIES BERMUDA LTD.,
as Grantor

By: 

Name:

Title:

Signature page to Super Priority Patent Security Agreement

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Administrative Agent

By: 

Name: Carl A. Toriello

Title: Chief Operating Officer

[Signature page to Super Priority Patent Security Agreement]

SCHEDULE 1

PATENTS

| <u>Patent Description</u> | <u>U.S. Patent No.</u> | <u>Patent Issue Date</u> | <u>Patent Owner</u> |
|--|------------------------|--------------------------|-----------------------------------|
| Methods and apparatus for persistent volatile computer memory | 6,842,823 | 11-Jan-2005 | Stratus Technologies Bermuda Ltd. |
| Method and apparatus for deterministically booting a computer system having redundant components | 6,691,225 | 10-Feb-2004 | Stratus Technologies Bermuda Ltd. |
| Methods and apparatus for generating high frequency clocks deterministically from a low-frequency system reference clock | 6,813,721 | 02-Nov-2004 | Stratus Technologies Bermuda Ltd. |
| Method and apparatus for efficiently moving portions of a memory block | 6,948,010 | 20-Sept-2005 | Stratus Technologies Bermuda Ltd. |
| Maintenance of consistent, redundant mass storage images | 6,802,022 | 05-Oct-2004 | Stratus Technologies Bermuda Ltd. |
| Caching for I/O virtual address translation and validation using device drivers | 6,886,171 | 26-Apr-2005 | Stratus Technologies Bermuda Ltd. |
| Apparatus and methods for identifying bus protocol violations | 6,766,479 | 20-Jul-2004 | Stratus Technologies Bermuda Ltd. |
| Methods and apparatus for clock management based on environmental conditions | 6,718,474 | 06-Apr-2004 | Stratus Technologies Bermuda Ltd. |
| Implementing standards-based file operations in proprietary operating systems | 6,970,892 | 29-Nov-2005 | Stratus Technologies Bermuda Ltd. |
| Methods and apparatus for computer bus error termination | 6,996,750 | 07-Feb-2006 | Stratus Technologies Bermuda Ltd. |
| Systems and methods for caching with file-level granularity | 6,776,413 | 20-Jul-2004 | Stratus Technologies Bermuda Ltd. |

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| Coordinated and recalibration of high bandwidth memories in a multiprocessor computer | 6,874,102 | 29-Mar-2005 | Stratus Technologies Bermuda Ltd. |
| Method and apparatus for storing transactional information in persistent memory | 6,901,481 | 31-May-2005 | Stratus Technologies Bermuda Ltd. |
| Apparatus and methods for fault-tolerant computing using a switching fabric | 7,065,672 | 20-Jun-2006 | Stratus Technologies Bermuda Ltd. |
| Method and apparatus for managing session information | 6,862,689 | 01-Mar-2005 | Stratus Technologies Bermuda Ltd. |
| Method and apparatus for accessing a mass storage device in a fault-tolerant server | 6,971,043 | 29-Nov-2005 | Stratus Technologies Bermuda Ltd. |
| Apparatus and method for two computing elements in a fault-tolerant server to execute instructions in lockstep | 6,928,583 | 09-Aug-2005 | Stratus Technologies Bermuda Ltd. |
| System and method for operating a SCSI bus with redundant SCSI adaptors | 6,735,715 | 11-May-2004 | Stratus Technologies Bermuda Ltd. |
| System and method for operating a system with redundant peripheral bus controllers | 6,708,283 | 16-Mar-2004 | Stratus Technologies Bermuda Ltd. |
| Hot plug switch mechanism | 6,355,991 | 12-Mar-2002 | Stratus Technologies Bermuda Ltd. |
| Fault-tolerant computer system with voter delay buffer | 6,820,213 | 16-Nov-2004 | Stratus Technologies Bermuda Ltd. |
| Fault-tolerant maintenance bus architecture | 6,633,996 | 14-Oct-2003 | Stratus Technologies Bermuda Ltd. |
| Method and system for upgrading fault-tolerant systems | 6,687,851 | 03-Feb-2004 | Stratus Technologies Bermuda Ltd. |
| Fault-tolerant maintenance bus protocol and method for using the same | 6,691,257 | 10-Feb-2004 | Stratus Technologies Bermuda Ltd. |
| Systems and methods for checkpointing | 7,496,787 | 24-Feb-2009 | Stratus Technologies Bermuda Ltd. |
| Systems and methods for | 7,496,786 | 24-Feb-2009 | Stratus Technologies |

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| maintaining lock step operation | | | Bermuda Ltd. |
| Systems and methods for split mode operation of fault-tolerant computer systems | 7,669,073 | 23-Feb-2010 | Stratus Technologies Bermuda Ltd. |

PATENT APPLICATIONS

| <u>Patent Application Description</u> | <u>U.S. Patent Application No.</u> | <u>Date Applied</u> | <u>Patent Owner</u> |
|--|------------------------------------|---------------------|--------------------------------------|
| Apparatus and method for high performance checkpointing and rollback of network operations | 11/337,697 | 23-Jan-2006 | Stratus Technologies Bermuda Ltd. |
| Tracking Modified Pages on a Computer System | 10/997,409 | 23-Nov-2004 | Stratus Technologies Bermuda Ltd. |
| Apparatus and method for redundant and spread spectrum clocking | 11/895,048 | 23-Aug-2007 | Stratus Technologies Bermuda Ltd. |
| Systems and methods of high availability cluster environment failover protection | 11/986,792 | 23-Nov-2007 | Stratus Technologies Bermuda Ltd. |
| System and methods for managing rules | 11/998,581 | 30-Nov-2007 | Stratus Technologies Bermuda Ltd. |
| Systems and methods for maintaining lock step operation | 12/242,043 | 30-Sept-2008 | Stratus Technologies Bermuda Ltd. |
| Systems and methods for managing multi-component systems in an infrastructure | 12/241,723 | 30-Sept-2008 | Stratus Technologies Bermuda Ltd. |
| Method for dynamically determining a predetermined previous condition of a rule-based system | 12/189,843 | 12-Aug-2008 | Stratus Technologies Bermuda Ltd. |