

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT						
NATURE OF CONVEYANCE:	ASSIGNMENT						
CONVEYING PARTY DATA							
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Silicon Graphics, Inc. et al.</td> <td>05/08/2009</td> </tr> <tr> <td>SGI International, Inc.</td> <td>02/08/2012</td> </tr> </tbody> </table>		Name	Execution Date	Silicon Graphics, Inc. et al.	05/08/2009	SGI International, Inc.	02/08/2012
Name	Execution Date						
Silicon Graphics, Inc. et al.	05/08/2009						
SGI International, Inc.	02/08/2012						
RECEIVING PARTY DATA							
Name:	Silicon Graphics International, Corp.						
Street Address:	46600 Landing Parkway						
City:	Fremont						
State/Country:	CALIFORNIA						
Postal Code:	94538-6420						
PROPERTY NUMBERS Total: 1							
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>5193193</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	5193193		
Property Type	Number						
Patent Number:	5193193						
CORRESPONDENCE DATA							
Fax Number:	(650)843-4001						
Phone:	6508434000						
Email:	vskliba@morganlewis.com						
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>							
Correspondent Name:	Morgan Lewis & Bockius LLP						
Address Line 1:	3000 El Camino Real, Bldg 2, Suite 700						
Address Line 4:	Palo Alto, CALIFORNIA 94306						
ATTORNEY DOCKET NUMBER:	001361-0010						
NAME OF SUBMITTER:	Douglas J. Crisman						
<p>Total Attachments: 35 source=SGIC#page1.tif source=SGIC#page2.tif source=SGIC#page3.tif</p>							

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ASSIGNMENT

WHEREAS, SGI International, Inc., a Delaware corporation, having a place of business at 46600 Landing Parkway, Fremont California 94538 (ASSIGNOR), is the owner of the entire right, title and interest in and to the inventions, patents, and patent applications (hereinafter referred to as the "Patent Properties") listed in Exhibit A attached hereto; and

WHEREAS, ASSIGNOR has agreed to assign the Patent Properties to Silicon Graphics International, Corp., a Delaware corporation, (ASSIGNEE) having a principal place of business at 46600 Landing Parkway, Fremont, California 94538, and ASSIGNEE is desirous of obtaining the entire right, title and interest in and to the Patent Properties;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged ASSIGNOR assigns and transfers to ASSIGNEE its successors, legal representatives, and assigns, its entire right, title, and interest in, to, and under the Patent Properties in the U.S. and every foreign country and its entire right, title, and interest in, to, and under the Patent Properties and related applications (e.g., provisional applications, non-provisional applications, continuations, continuations-in-part, divisionals, reissues, reexaminations, National phase applications, including petty patent applications, utility model applications, and design applications) that may be filed in the United States and every foreign country on the Patent Properties, and extensions or derivations thereof, both foreign and domestic, that may issue thereon.

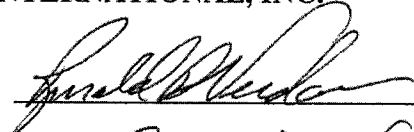
2. ASSIGNOR HEREBY authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

3. This Assignment includes an assignment for the entire right, title, and interest in, to, and under the Patent Properties, together with all claims for damages by reason of past infringement of the Patent Properties, with the right to sue for and collect for such damages, the same to be held and enjoyed by ASSIGNEE for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the terms for which the Patent Properties are granted as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this assignment had not been made.

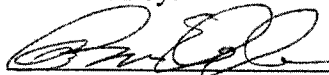
4. The terms, covenants, and conditions of this Assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNOR, its legal representatives and assigns.

IN WITNESS WHEREOF, Silicon Graphics International, Inc., and Silicon Graphics International, Corp., have executed this instrument on the dates indicated below.

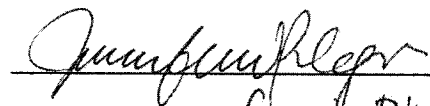
SGI INTERNATIONAL, INC.


Name: RONALD D. VERDOORN
Title: INTERIM CEO
Date: FEB 8, 2012

Witnessed by:


Name: Bruce Elder
Address: 46600 Landing Parkway
Fremont, CA 94538

SILICON GRAPHICS INTERNATIONAL, CORP.


Name: Jennifer W. Pileggi
Title: SVP, GC & Secretary
Date: February 8, 2012

Witnessed by:

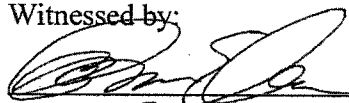

Name: Bruce Elder
Address: 46600 Landing Parkway
Fremont, CA 94538

Exhibit A

Patent Properties

Assigned by:
SGI International, Inc., (formerly Silicon Graphics International, Inc.)

to:
Silicon Graphics International, Corp.

As set out in the:

Bill of Sale dated May 8, 2009

referencing the:

Asset Purchase Agreement dated March 31, 2009

and

Amendment to Asset Purchase Agreement dated April 30, 2009

which includes the listing of the Patent Properties in:

Schedule 2.1(f)

Delaware

PAGE 1

The First State

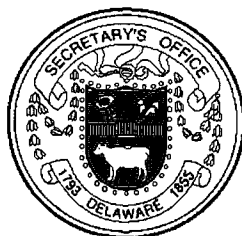
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "SILICON GRAPHICS INTERNATIONAL, INC.", CHANGING ITS NAME FROM "SILICON GRAPHICS INTERNATIONAL, INC." TO "SGI INTERNATIONAL, INC.", FILED IN THIS OFFICE ON THE THIRTEENTH DAY OF MAY, A.D. 2009, AT 3:04 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

4681325 8100

090468241

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7299773

DATE: 05-13-09

PATENT
REEL: 027681 FRAME: 0807

**CERTIFICATE OF AMENDMENT OF THE
CERTIFICATE OF INCORPORATION OF
SILICON GRAPHICS INTERNATIONAL, INC.**

SILICON GRAPHICS INTERNATIONAL, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), hereby certifies that:

FIRST: The name of the Corporation is **SILICON GRAPHICS INTERNATIONAL, INC.**

SECOND: The date on which the original Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Delaware is May 4, 2009.

THIRD: The Board of Directors of the Corporation, acting in accordance with the provisions of Sections 141 and 242 of the General Corporation Law of the State of Delaware, adopted resolutions amending its Certificate of Incorporation as follows:

Article I shall be amended and restated to read in its entirety as follows:

"The name of this corporation is SGI International, Inc."

FOURTH: Thereafter pursuant to a resolution of the Board of Directors, this Certificate of Amendment was submitted to the sole stockholder of the Corporation for its approval, and was duly adopted in accordance with the provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, **SILICON GRAPHICS INTERNATIONAL, INC.** has caused this Certificate of Amendment to be signed by its President and Chief Executive Officer on this 13th day of May, 2009.

SILICON GRAPHICS INTERNATIONAL, INC.

/s/ Mark Barrenechea

MARK BARRENECHEA,

PRESIDENT AND CHIEF EXECUTIVE OFFICER

BILL OF SALE AND ASSIGNMENT AGREEMENT

FOR VALUE RECEIVED, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged on this 8th day of May, 2009 ("Effective Date"), Silicon Graphics, Inc., Silicon Graphics Real Estate, Inc., Silicon Graphics World Trade Corporation, ParaGraph International, Inc., WTI Development, Inc., Silicon Studio, Inc., Silicon Graphics of Manhattan, Inc., Cray Research, L.L.C., Cray Financial Corp., Cray Research America Latina Ltd., Cray Research (Eastern Europe) Ltd., Cray Research (India) Ltd., Cray Asia/Pacific, Inc. and Cray Research International Inc. on the one hand (collectively, the "Selling Entities") do hereby sell, assign, transfer, convey and deliver to Silicon Graphics International, Inc., a Delaware corporation (the "Buyer") on the other hand, all of Selling Entities' right, title and interest in and to all of the Purchased Assets as defined in that certain Asset Purchase Agreement by and among the Selling Entities and the Buyer dated March 31, 2009, as amended on April 30, 2009 (the "Purchase Agreement") except as set forth in Exhibit A hereto. Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Purchase Agreement.

1. **Assignment of Purchased Assets.** In accordance with and subject to the terms and conditions set forth in the Purchase Agreement, the Selling Entities hereby sell, assign, convey, transfer and deliver unto Buyer all of their right, title and interest in and to the Purchased Assets, as described and other than as set forth in Exhibit A, free and clear of all Encumbrances (other than Permitted Encumbrances and subject to any order entered by the Bankruptcy Court as of the date hereof resolving any previously filed objection to the assumption and assignment of executory contracts and unexpired leases of nonresidential real property and/or proposed cure amount) as provided in the Purchase Agreement and the Sale Order; *provided* that the Selling Entities do not assume and assign unto Buyer any executory contract or unexpired lease of nonresidential property that is subject to any objections to the assumption and assignment thereof and/or proposed cure amount that have not been resolved as of the date hereof. Buyer hereby accepts such assignment. The parties acknowledge that title to and possession of such assets will pass in the jurisdiction where such assets are located, regardless of the jurisdiction in which this Bill of Sale and Assignment Agreement, or any other agreement, is executed.

2. **Assumed Agreements.** The Selling Entities, pursuant to the Asset Purchase Agreement and the Sale Order, hereby sell, assign, convey and transfer to Buyer all of their right, title and interest in and to the Assumed Agreements identified in Exhibit B to this Bill of Sale and Assignment Agreement free and clear of all Encumbrances (other than Permitted Encumbrances and subject to any order entered by the Bankruptcy Court as of the date hereof resolving any previously filed objection to the assumption and assignment of executory contracts and unexpired leases of nonresidential real property and/or proposed cure amount); *provided* that the Selling Entities do not assume and assign unto Buyer any executory contract or unexpired lease of nonresidential property that is subject to any objections to the assumption and assignment thereof and/or proposed cure amount that have not been resolved as of the date hereof. Buyer hereby accepts such assignment.

3. **No Liabilities Assumed.** Buyer does not assume and is not obligated to pay, perform or otherwise discharge any Liabilities of the Selling Entities or their Affiliates other than the Assumed Liabilities pursuant to the Purchase Agreement and the Assumption Agreement.

4. **Construction.** The terms "hereby," "hereto," "hereunder" and any similar terms as used in this Bill of Sale and Assignment Agreement, refer to this Bill of Sale and Assignment Agreement in its entirety and not only to the particular portion of this Bill of Sale and Assignment Agreement where the term is used. The term "including," when used herein without the qualifier, "without limitation," shall mean "including, without limitation." Wherever in this Bill of Sale and Assignment Agreement the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The word "or" shall not be construed to be exclusive. Provisions shall apply, when appropriate, to successive events and transactions. Unless otherwise indicated, references to Schedules and Exhibits refer to Schedules and Exhibits of and to this Bill of Sale and Assignment Agreement.

5. **Purchase Agreement Controls.** To the extent any terms and provisions of this Bill of Sale and Assignment Agreement are inconsistent with or in conflict with any term, condition or provision of the terms and provisions of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

6. **Governing Law.** This Bill of Sale and Assignment Agreement shall be governed by the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof.

7. **Counterparts.** This Bill of Sale and Assignment Agreement may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which, when executed and delivered, shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Bill of Sale and Assignment Agreement effective as of the Effective Date.

<p>Silicon Graphics, Inc. Debtor and Debtor In Possession By: <u>[Signature]</u> Name: _____ Its: _____</p>	
<p>Silicon Graphics Real Estate, Inc. Debtor and Debtor In Possession By: <u>[Signature]</u> Name: _____ Its: _____</p>	<p>ParaGraph International, Inc. Debtor and Debtor In Possession By: <u>[Signature]</u> Name: _____ Its: _____</p>
<p>Silicon Graphics World Trade Corporation Debtor and Debtor In Possession By: <u>[Signature]</u> Name: _____ Its: _____</p>	<p>WTI Development, Inc. Debtor and Debtor In Possession By: <u>[Signature]</u> Name: _____ Its: _____</p>
<p>Silicon Graphics of Manhattan, Inc. Debtor and Debtor In Possession By: _____ Name: _____ Its: _____</p>	<p>Silicon Studio, Inc. Debtor and Debtor In Possession By: <u>[Signature]</u> Name: _____ Its: _____</p>

<p>Cray Financial Corp. Debtor and Debtor In Possession By: <u>[Signature]</u> Name: _____ Its: _____</p>	<p>Cray Research, L.L.C. Debtor and Debtor In Possession By: <u>[Signature]</u> Name: _____ Its: _____</p>
<p>Cray Research (Eastern Europe) Ltd. Debtor and Debtor In Possession By: <u>[Signature]</u> Name: _____ Its: _____</p>	<p>Cray Research America Latina Ltd. Debtor and Debtor In Possession By: <u>[Signature]</u> Name: _____ Its: _____</p>
<p>Cray Asia/Pacific, Inc. Debtor and Debtor In Possession By: <u>[Signature]</u> Name: _____ Its: _____</p>	<p>Cray Research (India) Ltd. Debtor and Debtor In Possession By: <u>[Signature]</u> Name: _____ Its: _____</p>
	<p>Cray Research International Inc. Debtor and Debtor In Possession By: <u>[Signature]</u> Name: _____ Its: _____</p>

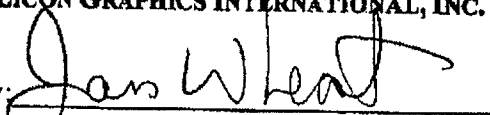
Signature Page to Bill of Sale and Assignment Agreement

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Bill of Sale and Assignment Agreement effective as of the Effective Date.

Agreed and Accepted

SILICON GRAPHICS INTERNATIONAL, INC.

By:



Name:

JAMES WHEAT

Its:

Chief financial officer

[Exhibits and Schedules have been redacted from this document.]

ASSET PURCHASE AGREEMENT

BY AND AMONG

SILICON GRAPHICS, INC.

**EACH OF THE SUBSIDIARIES OF SILICON GRAPHICS, INC.
LISTED ON SCHEDULE I**

AND

RACKABLE SYSTEMS, INC.

DATED AS OF MARCH 31, 2009

SCHEDULES

Schedule 2.1(f)

Specified IP

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is made and entered into as of this 31st day of March, 2009 by and among SILICON GRAPHICS, INC., a Delaware corporation (the "Seller") and each of the subsidiaries of the Seller listed on Schedule I (together with the Seller, the "Selling Entities"), and RACKABLE SYSTEMS, INC. a Delaware corporation (the "Buyer").

WHEREAS, the Selling Entities are preparing to file Chapter 11 bankruptcy petitions pursuant to Title 11 of the United States Code, 11 U.S.C. § 101, et seq. (collectively, the "Bankruptcy Case"); and

WHEREAS, the Buyer desires to purchase (directly and/or, in the Buyer's sole discretion, through an affiliate of the Buyer (a "Buyer Affiliate")) from the Selling Entities, and the Selling Entities desire to sell to the Buyer and/or (in the Buyer's sole discretion) a Buyer Affiliate, certain of the Selling Entities' assets free and clear of Encumbrances (as defined below) except for Permitted Encumbrances (as defined below), and to assume from the Selling Entities certain specified liabilities pursuant to the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

[This page has been redacted from this document.]

“Encumbrances” means any charge, lien (statutory or otherwise), mortgage, lease, hypothecation, encumbrance, pledge, security interest, option, right of use, first offer or first refusal, easement, servitude, restrictive covenant, encroachment, Claim, conditional or installment sale agreement, use or transfer limitation, equitable interest or similar restriction; *provided, however*, that Assumed Liabilities shall not constitute Encumbrances.

“Intellectual Property” means algorithms, APIs, apparatus, designs, net lists, databases, data collections, diagrams, inventions (whether or not patentable), know-how, logos, marks (including brand names, product names, logos, and slogans), circuit designed assemblies, semiconductor devices, net lists, IP cores, photo masks, test vectors, methods, network configurations and architectures, processes, proprietary information, protocols, schematics, specifications, software, software code (in any form, including source code and executable or object code), subroutines, techniques, user interfaces, URLs, web sites, works of authorship and other forms of technology (whether or not embodied in any tangible form and including all tangible embodiments of the foregoing, such as instruction manuals, laboratory notebooks, prototypes, samples, studies and summaries).

“Intellectual Property Rights” means all rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (i) rights associated with works of authorship, including exclusive exploitation rights, mask work rights, copyrights and moral rights; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patents and industrial property rights; (v) other proprietary rights in Intellectual Property; and (vi) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses “(i)” through “(v)” above.

“Licensed Intellectual Property” means all Intellectual Property and Intellectual Property Rights licensed to the Selling Entities pursuant to the Assumed Agreements.

“Permitted Encumbrances” means: (a) statutory liens for current Taxes, special assessments or other governmental charges not yet due and payable; (b) mechanics’, materialmens’, carriers’, workers’, repairers’ and similar statutory liens arising or incurred in the ordinary course of business which liens are not reasonably likely to materially interfere with the use or value of the Purchased Assets as a whole; (c)

zoning, entitlement, building and other land use by-laws, ordinances or regulations imposed by Governmental Authorities having jurisdiction over any Owned Real Property which are not violated in any material respect by the current occupancy, use and operation of the Owned Real Property; (d) covenants, conditions, restrictions, easements, title imperfections and other similar encumbrances affecting title to the Owned Real Property, other than contracts that secure monetary liens, that do not adversely affect the current occupancy, use, operation or value of the Owned Real Property in any material respect; (e) all matters that would be disclosed on an accurate current survey of the Owned Real Property that would not adversely affect the current occupancy, use, operation or value of the Owned Real Property in any material respect, (f) statutory liens creating a security interest in favor of landlords under leases which do not interfere with the Selling Entities' current use of, or affect the value of, any material Purchased Asset, in either case, in any material respect; (g) Encumbrances on any of the Purchased Assets which do not materially and adversely interfere with the Selling Entities' current use of, or materially and adversely affect the value of, the Purchased Assets, taken as a whole; (h) Encumbrances contained in the Assumed Agreements; (i) Encumbrances arising from applicable laws of general application which do not interfere with the Selling Entities' current use of, or affect the value of, any material Purchased Asset, in either case, in any material respect; and (j) the Encumbrances disclosed as items 1 through 5 in Schedule 5.3(a).

“Registered IP” means all Specified IP that, as of the date of this Agreement, is registered, filed or issued under the authority of, with or by any Governmental Authority in the United States of America, including all patents, registered copyrights, registered mask works and registered trademarks and all applications for any of the foregoing.

“Specified IP” means all Intellectual Property and Intellectual Property Rights (including the goodwill of the Selling Entities) owned by the Selling Entities as of the Closing (including the right to use the name Silicon Graphics, SGI and other trade names included in the Purchased Assets and including the Intellectual Property listed on Schedule 2.1(f) but excluding the Excluded Patents), and all right, title and interest of the Selling Entities in the Licensed Intellectual Property.

[This page has been redacted from this document.]

ARTICLE II
PURCHASE AND SALE

Section 2.1 Purchase and Sale of Assets. Upon the terms and subject to the satisfaction of the conditions contained in this Agreement, at the Closing, the Selling Entities shall sell, assign, convey, transfer and deliver to the Buyer and/or (in the Buyer's sole discretion) a Buyer Affiliate, and the Buyer and/or (in the Buyer's sole discretion) a Buyer Affiliate shall, by the Buyer's payment of the Purchase Price, purchase and acquire from the Selling Entities, all of the Selling Entities' right, title and interest, free and clear of all Encumbrances (other than Permitted Encumbrances), in and to all of the properties, rights, interests and other tangible and intangible assets of the Selling Entities (wherever located and whether or not required to be reflected on a balance sheet prepared in accordance with generally accepted accounting principles), including any assets acquired by the Selling Entities after the date hereof but prior to the Closing; *provided, however*, that: (A) the Purchased Assets shall not include any Excluded Assets; and (B) from and after the date hereof until Closing, the Buyer may designate, in its sole discretion, any asset or assets that would otherwise be Purchased Assets as Excluded Assets by providing written notice of such designation to the Seller, in which case Schedule 2.2 shall be deemed to be amended accordingly. Without limiting the generality of the foregoing, the Purchased Assets shall include the following (except to the extent listed or otherwise included as an Excluded Asset):

(f) all Specified IP;

[Pages 9 to 37 have been redacted from this document.]


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written by their respective officers thereunto duly authorized.

RACKABLE SYSTEMS, INC.

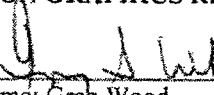
By: Mark Barrenechea
Name: Mark Barrenechea
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written by their respective officers thereunto duly authorized.

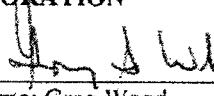
SILICON GRAPHICS, INC.

By: 
Name: Greg Wood
Title: Chief Financial Officer

SILICON GRAPHICS REAL ESTATE, INC.

By: 
Name: Greg Wood
Title: Chief Financial Officer

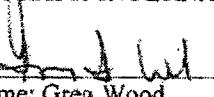
SILICON GRAPHICS WORLD TRADE CORPORATION

By: 
Name: Greg Wood
Title: Chief Financial Officer

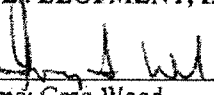
SILICON GRAPHICS FEDERAL, INC.

By: 
Name: Greg Wood
Title: Chief Financial Officer

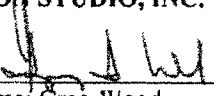
PARAGRAPH INTERNATIONAL, INC.

By: 
Name: Greg Wood
Title: Chief Financial Officer

WTI DEVELOPMENT, INC.

By: 
Name: Greg Wood
Title: Chief Financial Officer

SILICON STUDIO, INC.

By: 
Name: Greg Wood
Title: Chief Financial Officer

SILICON GRAPHICS OF MANHATTAN, INC.

By: [Signature]
Name: Diane Gibson
Title: President

CRAY RESEARCH, L.L.C.

By: [Signature]
Name: Greg Wood
Title: Chief Financial Officer

CRAY FINANCIAL CORP.

By: [Signature]
Name: Greg Wood
Title: Chief Financial Officer

CRAY RESEARCH AMERICA LATINA LTD.

By: [Signature]
Name: Greg Wood
Title: Chief Financial Officer

CRAY RESEARCH (EASTERN EUROPE) LTD.

By: [Signature]
Name: Greg Wood
Title: Chief Financial Officer

CRAY RESEARCH (INDIA) LTD.

By: [Signature]
Name: Greg Wood
Title: Chief Financial Officer

CRAY ASIA/PACIFIC, INC.

By: [Signature]
Name: Greg Wood
Title: Chief Financial Officer

CRAY RESEARCH INTERNATIONAL INC.

By: [Signature]
Name: Greg Wood
Title: Chief Financial Officer

[Exhibits have been redacted from this document.]

AMENDMENT TO ASSET PURCHASE AGREEMENT

This Amendment (this "Amendment") to the Asset Purchase Agreement (the "Asset Purchase Agreement") by and among SILICON GRAPHICS, INC., a Delaware corporation (the "Seller") and each of the subsidiaries of the Seller listed on Schedule I thereto (together with the Seller, the "Selling Entities"), and RACKABLE SYSTEMS, INC. a Delaware corporation (the "Buyer") dated as of March 31, 2009, is being entered into as of April 30, 2009, among the Seller, the Selling Entities and the Buyer in accordance with Section 10.1 of the Asset Purchase Agreement. All capitalized terms used but not otherwise defined in this Amendment have the meanings given to them in the Asset Purchase Agreement. The Asset Purchase Agreement is hereby amended as follows:

3. Schedule 2.1(f) to the Asset Purchase Agreement is amended and restated and is attached as Exhibit 1 to this Amendment.

[The following 5 pages of the Amendment to Asset Purchase Agreement have been redacted from this document.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written by their respective officers thereunto duly authorized.

RACKABLE SYSTEMS, INC.

By: _____


Name:

Title:


James Wheat
JAMES WHEAT
Senior Vice President and Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written by their respective officers thereunto duly authorized.


SILICON GRAPHICS, INC.

By: 
Name: Greg Wood
Title: Cfo

SILICON GRAPHICS REAL ESTATE, INC.

By: 
Name: Greg Wood
Title: Chief Financial Officer


SILICON GRAPHICS WORLD TRADE CORPORATION

By: 
Name: Greg Wood
Title: Director Chief Financial Officer


SILICON GRAPHICS FEDERAL, INC.

By: _____
Name:
Title:

PARAGRAPH INTERNATIONAL, INC.

By: 
Name: Greg Wood
Title: Chief Financial Officer

WTI DEVELOPMENT, INC.

By: 
Name: Greg Wood
Title: Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written by their respective officers thereunto duly authorized.

SILICON GRAPHICS, INC.

By: _____
Name:
Title:

SILICON GRAPHICS REAL ESTATE, INC.

By: _____
Name:
Title:

SILICON GRAPHICS WORLD TRADE CORPORATION

By: _____
Name:
Title:

SILICON GRAPHICS FEDERAL, INC.

By: Kent Randolph
Name: Kent Randolph
Title: Secretary

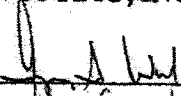
PARAGRAPH INTERNATIONAL, INC.

By: _____
Name:
Title:

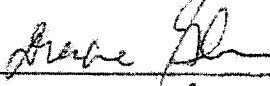
WTI DEVELOPMENT, INC.

By: _____
Name:
Title:

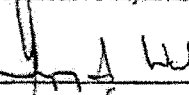
SILICON STUDIO, INC.

By: 
Name: Greg Wood
Title: Chief Financial officer

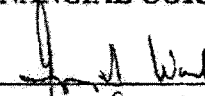
SILICON GRAPHICS OF MANHATTAN, INC.

By: 
Name: Diane Gibson
Title: President

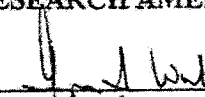
CRAY RESEARCH, L.L.C.

By: 
Name: Greg Wood
Title: Chief Financial officer

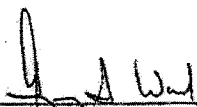
CRAY FINANCIAL CORP.

By: 
Name: Greg Wood
Title: Chief Financial officer

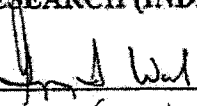
CRAY RESEARCH AMERICA LATINA LTD.

By: 
Name: Greg Wood
Title: Chief Financial officer

CRAY RESEARCH (EASTERN EUROPE)
LTD.

By: 
Name: Greg Wood
Title: Chief Financial officer

CRAY RESEARCH (INDIA) LTD.

By: 
Name: Greg Wood
Title: Chief Financial officer

CRAY ASIA/PACIFIC, INC.

By:

Name:

Greg Wood

Title:

Chief Financial Officer

CRAY RESEARCH INTERNATIONAL INC.

By:

Name:

Greg Wood

Title:

Chief Financial Officer

EXHIBIT 1

AMENDED AND RESTATED SCHEDULE 2.1(f)

SPECIFIED IP

See attached.

Schedule 2.1(f)

2.1(f)

US Patents and Patent Applications

Country	InvTitle	PatNumber
US	BUS CONTROL SYSTEM FOR ARBITRATING REQUESTS WITH PREDETERMINED ON/OFF TIME LIMITATIONS	5193193
US	SYNCHRONIZED DRAM CONTROL APPARATUS USING TWO DIFFERENT CLOCK RATES	5179667
US	COMPUTER THREE-WAY TRANSFER OPERATION	5261074
US	RACK AND PINION RETAINING AND RELEASE DEVICE FOR REMOVABLE COMPUTER COMPONENTS	5325263
US	AN IMPROVED METHOD AND APPARATUS FOR CLOCKING IN A COMPUTER SYSTEM	5495596
US	RETAINING AND RELEASE MECHANISM FOR COMPUTER STORAGE DEVICES INCLUDING A PAWL LATCH ASSEMBLY	5269698