PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

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: 103

Property Type	Number
Patent Number:	6938128
Patent Number:	6718442
Patent Number:	6915387
Patent Number:	6859863
Patent Number:	6795900
Patent Number:	6915388
Patent Number:	6829683
Patent Number:	6726505
Patent Number:	6496048
Patent Number:	6512676
Patent Number:	6771517
Patent Number:	6779072
Patent Number:	7007097
Patent Number:	6483699

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Patent Number:	6434007
Patent Number:	6831834
Patent Number:	6839856
Patent Number:	6604185
Patent Number:	7069306
Patent Number:	7500068
Patent Number:	D444471
Patent Number:	D444474
Patent Number:	D444461
Patent Number:	6981101
Patent Number:	6839820
Patent Number:	6441666
Patent Number:	6643764
Patent Number:	7453878
Patent Number:	6487082
Patent Number:	6724669
Patent Number:	6621300
Patent Number:	7249357
Patent Number:	6791551
Patent Number:	D464056
Patent Number:	D473561
Patent Number:	6950833
Patent Number:	6799238
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Patent Number:	6672878
Patent Number:	7302027
Patent Number:	6714464
Patent Number:	7088581
Patent Number:	6882531
Patent Number:	6765795
Patent Number:	6986001
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Patent Number:	7447794
Patent Number:	6813151
Patent Number:	7451278

	7100018
Patent Number:	7089398
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Patent Number:	7174437
Patent Number:	7181589
Patent Number:	7398359
Patent Number:	7464115
Patent Number:	7425117
Patent Number:	7327167
Patent Number:	7466561
Patent Number:	7386680
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Patent Number:	7227751
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Patent Number:	6862187
Patent Number:	6906925
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Patent Number:	5258576
Patent Number:	5258660
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Patent Number:	5247637
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Patent Number:	5170370
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Patent Number:	5166775
Patent Number:	5390041
Patent Number:	5592487
Patent Number:	5206952
Patent Number:	5182420
Patent Number:	5358826
Patent Number:	5283791
Patent Number:	5481746
Patent Number:	5848286
Patent Number:	6098162
Patent Number:	5717895
Patent Number:	5283948
Patent Number:	5194710

CORRESPONDENCE DATA

Fax Number:	(650)843-4001
Phone:	6508434000
Email:	vskliba@morganlewis.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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

Total Attachments: 53
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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, Freemont, 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.
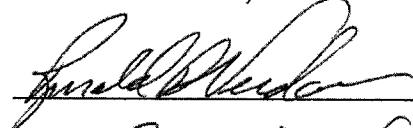
2.   ASSIGNOR HEREBY authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, 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.
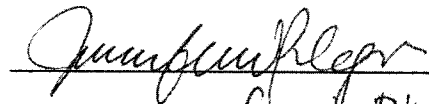
SGI INTERNATIONAL, INC.

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
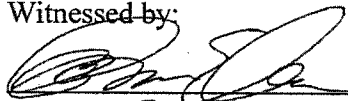
SGI International, Inc. to Silicon
Graphics International, Corp.   2   Patent Assignment

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

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

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:06 PM 05/13/2009
FILED 03:04 PM 05/13/2009
SRV 090468241 - 4681325 FILE

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

781788 v1/HN

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.

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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]

2

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

Silicon Graphics, Inc. Debtor and Debtor In Possession By: _____ Name: _____ Its: _____	
Silicon Graphics Real Estate, Inc. Debtor and Debtor In Possession By: _____ Name: _____ Its: _____	ParaGraph International, Inc. Debtor and Debtor In Possession By: _____ Name: _____ Its: _____
Silicon Graphics World Trade Corporation Debtor and Debtor In Possession By: _____ Name: _____ Its: _____	WTI Development, Inc. Debtor and Debtor In Possession By: _____ Names: _____ Its: _____
Silicon Graphics of Manhattan, Inc. Debtor and Debtor In Possession By: _____ Name: _____ Its: _____	Silicon Studio, Inc. Debtor and Debtor In Possession By: _____ Name: _____ Its: _____

Signature Page to Bill of Sale and Assignment Agreement

Cray Financial Corp.
Debtor and Debtor In Possession
By: _____
Name: _____
Its: _____

Cray Research, L.L.C.
Debtor and Debtor In Possession
By: _____
Name: _____
Its: _____

Cray Research (Eastern Europe) Ltd.
Debtor and Debtor In Possession
By: _____
Name: _____
Its: _____

Cray Research America Latina Ltd.
Debtor and Debtor In Possession
By: _____
Name: _____
Its: _____

Cray Asia/Pacific, Inc.
Debtor and Debtor In Possession
By: _____
Name: _____
Its: _____

Cray Research (India) Ltd.
Debtor and Debtor In Possession
By: _____
Name: _____
Its: _____

Cray Research International Inc.
Debtor and Debtor In Possession
By: _____
Name: _____
Its: _____
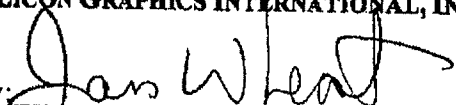
Signature Page to Bill of Sale and Assignment Agreement

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: _James Wheat_ (signature)

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)

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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.

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[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):

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(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: _____

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:_____
    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

[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: JAMES WHEAT

Title: 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)

US	SYSTEM AND METHOD FOR REDUCING MEMORY LATENCY DURING READ REQUESTS	6938128
US	METHOD AND SYSTEM FOR USING HIGH COUNT INVALIDATE ACKNOWLEDGEMENTS IN DISTRIBUTED SHARED MEMORY SYSTEMS	6718442
US	SYSTEM AND METHOD FOR HANDLING UPDATES TO MEMORY IN A DISTRIBUTED SHARED MEMORY SYSTEM	6915387B1
US	METHOD AND SYSTEM FOR MANAGING DATA AT AN INPUT/OUTPUT INTERFACE FOR A MULTIPROCESSOR SYSTEM	6859863B1
US	METHOD AND SYSTEM FOR STORING DATA AT INPUT/OUTPUT (I/O) INTERFACES FOR A MULTIPROCESSOR SYSTEM	6795900
US	METHOD AND SYSTEM FOR EFFICIENT USE OF A MULTI-DIMENSIONAL SHARING VECTOR IN A COMPUTER SYSTEM	6915388B1
US	SYSTEM AND METHOD FOR TRANSFERRING OWNERSHIP OF DATA IN A DISTRIBUTED SHARED MEMORY SYSTEM	6829683B1
US	MEMORY DAUGHTER CARD APPARATUS, CONFIGURATIONS, AND METHODS	6726505

Schedule 2.1(f)

US	SYSTEM AND METHOD FOR ACCURATE ADJUSTMENT OF DISCRETE INTEGRATED CIRCUIT DELAY LINES	6496048
US	PRINTED CIRCUIT BOARD STIFFENER	6512676
US	PRINTED CIRCUIT BOARD STIFFENER	6771517
US	METHOD AND APPARATUS FOR ACCESSING MMR REGISTERS DISTRIBUTED ACROSS A LARGE ASIC	6779072
US	METHOD AND SYSTEM FOR COVERING MULTIPLE RESOURCES WITH A SINGLE CREDIT IN A COMPUTER SYSTEM	7007097B1
US	BAFFLE SYSTEM FOR AIR COOLED COMPUTER ASSEMBLY	6483699
US	HEAT SINK ATTACHMENT CLIP ASSEMBLY PROCESS AND HEAT SINK DESIGN FOR HIGH POWERED PROCESSOR	6434007
US	METHOD AND CIRCUIT FOR RELIABLE DATA CAPTURE IN THE PRESENCE OF BUS-MASTER CHANGEOVERS	6831834
US	TRANSLATING WRITE COMMANDS TO INITIATE PURGE REQUESTS TO MULTIPLE PROCESSORS	6839856
US		6604185

Schedule 2.1(f)

US	METHOD AND SYSTEM FOR MANAGING MEMORY IN A MULTIPROCESSOR SYSTEM	7069306
US	METHOD AND SYSTEM FOR MANAGING MEMORY IN A MULTIPROCESSOR SYSTEM	7500068
US	DRIVE SLED HANDLE	D444471
US	DRIVE SLED COVER	D444474
US	SERVER COVER	D444461
US	METHOD AND SYSTEM FOR MAINTAINING DATA AT INPUT/OUTPUT (I/O) INTERFACES FOR A MULTIPROCESSOR SYSTEM	6981101
US	METHOD AND SYSTEM FOR CONTROLLING DATA ACCESS BETWEEN AT LEAST TWO MEMORY ARRANGEMENTS	6839820B1
US	SYSTEM AND METHOD FOR GENERATING CLOCK SIGNALS	6441666
US	MULTIPROCESSOR SYSTEM UTILIZING MULTIPLE LINKS TO IMPROVE POINT TO POINT BANDWIDTH	6643764
US	FLEXIBLE FAILOVER POLICIES IN HIGH AVAILABILITY COMPUTING SYSTEMS	

Schedule 2.1(f)

US	APPARATUS AND METHOD FOR CONTROLLING THE FLOW AND ORDERING OF DATA TRANSFERRED OVER MULTIPLE CHANNELS	7453878
US	APPARATUS AND METHOD FOR CONTROLLING THE FLOW AND ORDERING OF DATA TRANSFERRED OVER MULTIPLE CHANNELS	
US	PRINTED CIRCUIT BOARD COMPONENT PACKAGING	6487082
US	SYSTEM AND METHOD FOR REPAIRING A MEMORY COLUMN	6724669
US	SYSTEM AND METHOD FOR IMPROVING SPEED OF OPERATION OF INTEGRATED CIRCUITS	6621300
US	TRANSPARENT DISTRIBUTION AND EXECUTION OF DATA IN A MULTIPROCESSOR ENVIRONMENT	7249357
US	SYNCHRONIZATION OF VERTICAL RETRACE FOR MULTIPLE PARTICIPATING GRAPHICS COMPUTERS	6791551
US	SERVER PRODUCT FACEPLATE	D464056

Schedule 2.1(f)

US	MULTI-DEVICE FACEPLATES	D473561
US	CLUSTER FILE SYSTEM	6950833B2
US	MEMBERSHIP VERSION SUPPORT	
US	INTERRUPTIBLE TOKEN ACQUISITION	
US	RELOCATION OF METADATA SERVER WITH OUTSTANDING DMAPI REQUESTS	
US	RECOVERY AND RELOCATION OF A DISTRIBUTED NAME SERVICE IN A CLUSTERED FILE SYSTEM	
US	FAILURE HIERARCHY IN A CLUSTER FILESYSTEM	
US	MESSAGING BETWEEN HETEROGENEOUS CLIENTS OF A STORAGE AREA NETWORK	

Schedule 2.1(f)

US	CLUSTERED FILESYSTEM FOR MIX OF TRUSTED AND UNTRUSTED NODES	
US	MULTI-CLASS HETEROGENEOUS CLIENTS IN A CLUSTERED FILESYSTEM	
US	BUS SPEED CONTROLLER USING SWITCHES	6799238
US	METHOD AND SYSTEM FOR CACHE COHERENCE IN DSM MULTIPROCESSOR SYSTEM WITHOUT GROWTH OF THE SHARING VECTOR	6877030
US	ACTUATABLE CONNECTOR SYSTEM	6672878
US	SYNCHRONIZATION CIRCUITS FOR THE DISTRIBUTION OF UNIQUE DATA TO SCATTERED LOCATIONS	7302027

Schedule 2.1(f)

SYSTEM AND METHOD FOR
SELF-CALIBRATING SENSE
AMPLIFIER STROBE

6714464

US

SYSTEM, METHOD, AND
COMPUTER PROGRAM
PRODUCT FOR APPLYING
DIFFERENT TRANSPORT
MECHANISMS FOR USER
INTERFACE AND IMAGE
PORTIONS OF A REMOTELY
RENDERED IMAGE

US

Schedule 2.1(f)

US	SYSTEM AND METHOD FOR CONVEYING INFORMATION	
US	EXTERNAL FAN AND METHOD FOR EXCHANGING AIR WITH MODULAR BRICKS IN A COMPUTER SYSTEM	7088581B2
US	METHOD AND RACK FOR EXCHANGING AIR WITH MODULAR BRICKS IN A COMPUTER SYSTEM	6882531
US	MODULAR FAN BRICK AND METHOD FOR EXCHANGING AIR IN A BRICK-BASED COMPUTER SYSTEM	6765795
US	OPTIMIZING COMPUTATIONAL DENSITY IN HPC SYSTEMS	
US	SYSTEM AND METHOD FOR HIERARCHICAL APPROXIMATION OF LEAST RECENTLY USED REPLACEMENT ALGORITHMS	6986001B2
US	REAL-TIME STORAGE AREA NETWORK	

Schedule 2.1(f)

US	EMI CABLE BACKSHELL ASSEMBLY FOR HIGH-DENSITY INTERCONNECT	7485003
US	SYSTEM AND METHOD FOR CONVEYING INFORMATION	7447794
US	METHOD AND SYSTEM FOR CONVEYING INFORMATION	
US	COMPUTER ENCLOSURE AND METHOD FOR MANUFACTURE	6813151
US	GLOBAL POINTERS FOR SCALABLE PARALLEL APPLICATIONS	7451278
US	DETECTION AND CONTROL OF RESOURCE CONGESTION BY A NUMBER OF PROCESSORS	
US	SYSTEM AND METHOD FOR ENCODING PAGE SIZE INFORMATION	7100018
US	SYSTEM AND METHOD FOR RESOLVING VIRTUAL ADDRESSES USING A PAGE SIZE TAG	7089398
US	METHOD FOR EQUITABLE RESOURCE SHARING BETWEEN LOCAL AND NETWORK FILESYSTEMS	

Schedule 2.1(f)

US	NETWORK FILESYSTEM ASYNCHRONOUS I/O SCHEDULING	
US	A METHOD AND APPARATUS FOR MAINTAINING COHERENCE INFORMATION IN MULTI-CACHE SYSTEMS	7370154
US	MEMORY ACCESS MANAGEMENT IN A SHARED MEMORY MULTIPROCESSOR SYSTEM	7174437
US	METHOD FOR PERFORMING CACHE COHERENCY IN A COMPUTER SYSTEM	
US	SYSTEM AND METHOD FOR PERFORMING ADDRESS TRANSLATION IN A COMPUTER SYSTEM	7181589
US	SYSTEM AND METHOD FOR PERFORMING MEMORY OPERATIONS IN A COMPUTING SYSTEM	7398359

	Title	Number
US	SYSTEM AND METHOD FOR PERFORMING MEMORY OPERATIONS IN A COMPUTING SYSTEM	
US	BUS WIDE PCI HOT-PLUG DESIGN	
US	FAULT TOLERANT MEMORY SYSTEM	
US	METHOD AND SYSTEM FOR CONTROLLING UTILISATION OF A FILE SYSTEM	
US	CLUSTER FILESYSTEM	
US	SYSTEM AND METHOD FOR SYNCHRONIZING DISTRIBUTION OF TRANSACTION OPERATIONS IN A COMPUTER SYSTEM	
US	NODE SYNCHRONIZATION FOR A MULTI-PROCESSOR COMPUTER SYSTEMS	7464115
US	NODE SYNCHRONIZATION FOR A MULTI-PROCESSOR COMPUTER SYSTEMS	
US	SYSTEM AND METHOD FOR REDUCING BACK FLOW IMPROVED GTL+DRIVER	7425117
US	New title: Anticipatory Programmable Interface Pre-Driver	7327167

7466561

US	METHOD AND ASSEMBLY FOR INSERTION AND EXTRACTION OF AN ELECTRONIC MODULE
US	NEW SCALABLE DIRECTORY SCHEME FOR VERY LARGE SHARED MEMORY COMPUTER SYSTEMS
US	FAIL-SOFT CAPABILITY FOR MULTIPLE CPU SYSTEM
US	GENERATION AND USE OF SYSTEM LEVEL DEFECT TABLES FOR MAIN MEMORY
US	A MECHANISM FOR MAINTAINING ACCURATE GLOBAL REAL TIME CLOCK IN ANY ARBITRARY DISTRIBUTED SYSTEM WITH DYNAMIC PARTITIONS AND UNRELIABLE NETWORKS
US	LOAD BALANCING FOR PARALLEL TASKS

Schedule 2.1(f)

US	DIRECTORY DELEGATION AND UPDATE PUSHING IN SHARED MEMORY MICROPROCESSOR SYSTEMS	7386680
US	DIRECT MEMORY ACCESS (DMA) ENGINE FOR DATA TRANSFERS OF UNKNOWN LENGTH	
US	A Non-Saturating Fairness Protocol and Method for Nacking Systems	
US	VENTILATED HOUSING FOR ELECTRONIC COMPONENTS	6975510
US	VENTILATED HOUSING FOR ELECTRONIC COMPONENTS	7227751
US	SUB RACK BASED VERTICAL HOUSING FOR COMPUTER SYSTEMS	6487080
US	SUB RACK BASED VERTICAL HOUSING FOR COMPUTER SYSTEMS	6661667
US	SUB RACK BASED VERTICAL HOUSING FOR COMPUTER SYSTEMS	6847526
US	SUB RACK BASED VERTICAL HOUSING FOR COMPUTER SYSTEMS	7193857
US	SUB RACK BASED VERTICAL HOUSING FOR COMPUTER SYSTEMS	
US	APPARATUS AND METHOD FOR MAXIMIZING EQUIPMENT STORAGE DENSITY	6862187
US	APPARATUS AND METHOD FOR MAXIMIZING EQUIPMENT STORAGE DENSITY	6906925

Schedule 2.1(f)

US	SINGLE DISK EMULATION INTERFACE FOR AN ARRAY OF SYNCHRONOUS SPINDLE DISK DRIVES	5128810
US	COMPUTER SIGNAL INTERCONNECT APPARATUS	5144691
US	OPTICAL CLOCK DISTRIBUTION METHOD AND APPARATUS	5442475

Schedule 2.1(f)

APPARATUS FOR
CALCULATING DELAY WHEN
EXECUTING VECTOR
TAILGATING INSTRUCTIONS
AND USING DELAY TO
FACILITATE SIMULTANEOUS
READING OF OPERANDS FROM
AND WRITING OF RESULTS TO
SAME VECTOR REGISTER

US

5349677

Schedule 2.1(f)

US	INTEGRATED CIRCUIT CHIP CARRIER LID	5258576
US	SKEW-COMPENSATED CLOCK DISTRIBUTION SYSTEM	5258660
US	METHOD OF ADJUSTING FOR CLOCK SKEW	5414381
US	METHOD FOR ADJUSTING CLOCK SKEW	5467040
US	APPARATUS FOR SHARING MEMORY IN A MULTIPROCESSOR SYSTEM	5142638
US	METHOD FOR SHARING MEMORY IN A MULTIPROCESSOR SYSTEM	5202970
US	FLEXIBLE AUTOMATED BONDING METHOD AND APPARATUS	5127570
US	METHOD AND APPARATUS FOR SHARING MEMORY IN A MULTIPROCESSOR SYSTEM	5247637
US	MODULAR INPUT/OUTPUT SYSTEM FOR SUPERCOMPUTERS	5347637
US	DISTRIBUTING SYSTEM FOR MULTI-PROCESSOR INPUT AND OUTPUT USING CHANNEL ADAPTERS	5388217

Schedule 2.1(f)

US	SINGLE DISK EMULATION INTERFACE FOR AN ARRAY OF ASYNCHRONOUSLY OPERATING DISK DRIVES	5218689
US	REDUCED CAPACITANCE CHIP CARRIER	5134247
US	SYSTEM FOR MULTIPROCESSOR COMMUNICATION	5526487
US	HIGH POWER, HIGH DENSITY INTERCONNECT METHOD AND APPARATUS FOR INTEGRATED CIRCUITS	5127986
US	HIGH POWER, HIGH DENSITY INTERCONNECT METHOD AND APPARATUS FOR INTEGRATED CIRCUITS	5185502
US	DUAL CONTACT BEAM ASSEMBLY FOR AN IC TEST FIXTURE	5175496
US	A SCALABLE PARALLEL VECTOR COMPUTER SYSTEM	

Schedule 2.1(f)

US	VECTOR BIT-MATRIX MULTIPLY FUNCTIONAL UNIT	5170370
US	AIR JET IMPINGEMENT ON MINIATURE PIN-FIN HEAT SINKS FOR COOLING ELECTRONIC COMPONENTS	5083194
US	AIR MANIFOLD FOR COOLING ELECTRONIC DEVICES	5166775
US	FIBER OPTIC CHANNEL EXTENDER INTERFACE METHOD AND APPARATUS	5390041
US	COMMUNICATION PROTOCOL FOR TRANSFERRING INFORMATION ACROSS A SERIAL COMMUNICATION LINK	5592487
US	FAULT TOLERANT NETWORKING ARCHITECTURE	5206952
US	METHOD OF FABRICATING METALLIZED CHIP CARRIERS FROM WAFER-SHAPED SUBSTRATES	5182420
US	METHOD OF FABRICATING METALLIZED CHIP CARRIERS FROM WAFER-SHAPED SUBSTRATES	5358826
US	ERROR RECOVERY METHOD AND APPARATUS FOR HIGH PERFORMANCE DISK DRIVES	5283791

Schedule 2.1(f)

	Title	Number
US	VECTOR SHIFT FUNCTIONAL UNIT FOR SUCCESSIVELY SHIFTING OPERANDS STORED IN A VECTOR REGISTER BY CORRESPONDING SHIFT COUNTS STORED IN ANOTHER VECTOR REGISTER	5481746
US	VECTOR WORD SHIFT BY VO SHIFT COUNT IN VECTOR SUPERCOMPUTER PROCESSOR	5848286
US	VECTOR SHIFT FUNCTIONAL UNIT FOR SUCCESSIVELY SHIFTING OPERANDS STORED IN A VECTOR REGISTER BY CORRESPONDING SHIFT COUNTS STORED IN ANOTHER VECTOR REGISTER	6098162
US	ASSOCIATIVE SCALAR DATA CACHE WITH WRITE-THROUGH CAPABILITIES FOR A VECTOR PROCESSOR	5717895
US	METHOD OF MANUFACTURING INTERCONNECT BUMPS	5283948
US	METHOD AND APPARATUS FOR LASER MASKING OF LEAD BONDING	5194710