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: 111

Property Type	Number
Patent Number:	5434970
Patent Number:	5367690
Patent Number:	5920714
Patent Number:	5390330
Patent Number:	5295260
Patent Number:	5196377
Patent Number:	5281026
Patent Number:	5258944
Patent Number:	5211567
Patent Number:	5321697
Patent Number:	5537498
Patent Number:	5226171
Patent Number:	5765181
Patent Number:	5533198

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Patent Number:	5689646
Patent Number:	5434995
Patent Number:	5343359
Patent Number:	5487074
Patent Number:	6282583
Patent Number:	5581705
Patent Number:	5197130
Patent Number:	5561784
Patent Number:	5251097
Patent Number:	5208914
Patent Number:	5175862
Patent Number:	5179702
Patent Number:	6195676
Patent Number:	5168547
Patent Number:	5253359
Patent Number:	5165038
Patent Number:	5524255
Patent Number:	5168570
Patent Number:	5239629
Patent Number:	5193187
Patent Number:	5055707
Patent Number:	5175856
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Patent Number:	5625831
Patent Number:	5293626
Patent Number:	5339415
Patent Number:	5202988
Patent Number:	5329188
Patent Number:	5355397
Patent Number:	5041903
Patent Number:	5418481

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Patent Number:	6119198
Patent Number:	5566321
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Patent Number:	5802341
Patent Number:	5586325
Patent Number:	6128639
Patent Number:	5900023
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Patent Number:	5841973
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Patent Number:	6085303
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Patent Number:	5970232
Patent Number:	6633958
Patent Number:	6216174
Patent Number:	6308250
Patent Number:	5946496
Patent Number:	6116915
Patent Number:	5913069
Patent Number:	6256677
Patent Number:	5987626
Patent Number:	6226330
Patent Number:	6101181
Patent Number:	6674720
Patent Number:	6167947

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

	001361-0010
NAME OF SUBMITTER:	Douglas J. Crisman

Total Attachments: 57
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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.
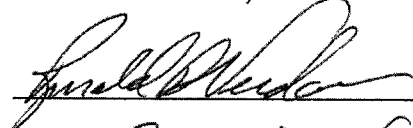
2.   ASSIGNOR HEREBY authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, 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.
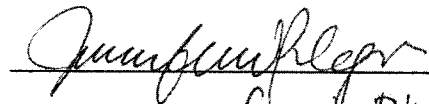
SGI INTERNATIONAL, INC.

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:
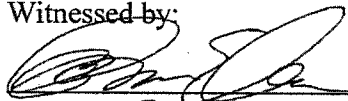
Name: _Bruce Elder_

Address: _46600 Landing Parkway_
Fremont, CA 94538

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

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

PATENT
REEL: 027727 FRAME: 0222

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]

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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: _____ Name: _____ 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: _____

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: _____
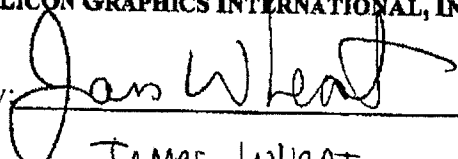
Signature Page to Bill of Sale and Assignment Agreement

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: _Jams Wheat_

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.

[This page has been redacted from this document.]

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ARTICLE II
PURCHASE AND SALE

Section 2.1   <u>Purchase and Sale of Assets</u>. 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 <u>Schedule 2.2</u> 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.]
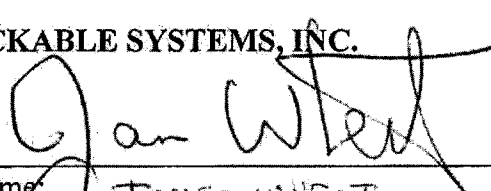
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written by their respective officers thereunto duly authorized.

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 FOR DISTRIBUTED MULTIPROCESSOR COMMUNICATION	5434970
US	MULTIPROCESSING SYSTEM USING INDIRECT ADDRESSING TO ACCESS RESPECTIVE LOCAL SEMAPHORE REGISTERS BITS FOR SETTING THE BIT OR BRANCHING IF THE BIT IS SET	5367690
US	SYSTEM AND METHOD FOR DISTRIBUTED MULTIPROCESSOR COMMUNICATIONS	5920714

Schedule 2.1(f)

REAL TIME I/O OPERATION IN
A VECTOR PROCESSING
COMPUTER SYSTEM BY
RUNNING DESIGNATED
PROCESSORS IN PRIVILEGED
MODE AND BYPASS THE
OPERATING SYSTEM

US

5390300

Schedule 2.1(f)

US	MEMORY RANGE MONITORING APPARATUS FOR A MULTIPROCESSOR COMPUTER SYSTEM	5295260
US	METHOD OF FABRICATING SILICON-BASED CARRIERS	5196377
US	PRINTED CIRCUIT BOARD WITH COOLING MONITORING SYSTEM	5281026
US	HIGH PERFORMANCE MANTISSA DIVIDER	5258944
US	METALLIZED CONNECTOR BLOCK	5211567
US	SOLID STATE STORAGE DEVICE	5321697

Schedule 2.1(f)

US	OPTICAL CLOCK DISTRIBUTION SYSTEM	5537498
US	PARALLEL VECTOR PROCESSING SYSTEM FOR INDIVIDUAL AND BROADCAST DISTRIBUTION OF OPERANDS AND CONTROL INFORMATION	5226171
US	SYSTEM AND METHOD OF ADDRESSING DISTRIBUTED MEMORY WITHIN A MASSIVELY PARALLEL PROCESSING SYSTEM	5765181
US	DIRECTION ORDER PRIORITY ROUTING OF PACKETS BETWEEN NODES IN A NETWORKED SYSTEM	5533198
US	CONFIGURING OF NETWORKED SYSTEM TO PERMIT REPLACEMENT OF FAILED MODES AND SELECTION OF ALTERNATE PATHS	5689646

Schedule 2.1(f)

US	BARRIER SYNCHRONIZATION FOR DISTRIBUTED MEMORY MASSIVELY PARALLEL PROCESSING SYSTEMS	5434995
US	APPARATUS FOR COOLING DAUGHTER BOARDS	5343359
US	BOUNDARY SCAN TESTING USING CLOCKED SIGNAL	5487074
US	MATRIX PROCESSOR SYSTEM	6282583
	MESSAGING FACILITY WITH HARDWARE TAIL POINTER AND SOFTWARE IMPLEMENTED HEAD POINTER MESSAGE QUEUE FOR DISTRIBUTED MEMORY MASSIVELY PARALLEL	
US	PROCESSING SYSTEM	5581705
US	CLUSTER ARCHITECTURE FOR A HIGHLY PARALLEL SCALAR/VECTOR MULTIPROCESSOR SYSTEM	5197130

Schedule 2.1(f)

US	INTERLEAVED MEMORY ACCESS SYSTEM HAVING VARIABLE-SIZED SEGMENTS LOGICAL ADDRESS SPACES AND MEANS FOR DIVIDING/MAPPING PHYSICAL ADDRESS INTO HIGHER AND LOWER ORDER ADDRESSES	5561784
US	PACKAGING ARCHITECTURE FOR A HIGHLY PARALLEL MULTIPROCESSOR SYSTEM	5251097
US	METHOD AND APPARATUS FOR MON-SEQUENTIAL RESOURCE ACCESS	5208914
US	METHOD & APPARATUS FOR A SPECIAL PURPOSE BOOLEAN UNIT	5175862
US	METHOD AND APPARATUS FOR USER SIDE SCHEDULING IN A MULTIPROCESSOR OPERATING SYSTEM PROGRAM THAT IMPLEMENTS DISTRIBUTIVE SCHEDULING OF PROCESSES	5179702
US	METHOD AND APPARATUS FOR USER SIDE SCHEDULING IN A MULTIPROCESSOR OPERATING SYSTEM PROGRAM THAT IMPLEMENTS DISTRIBUTIVE SCHEDULING OF PROCESSES	6195676
US	DISTRIBUTED ARCHITECTURE FOR INPUT/OUTPUT FOR A MULTI-PROCESSOR SYSTEM	5168547

Schedule 2.1(f)

US	CONTROL AND MAINTENANCE SUBSYSTEM FOR USE WITH A MULTIPROCESSOR COMPUTER SYSTEM	5253359
US	GLOBAL REGISTERS FOR A MULTIPROCESSOR SYSTEM	5165038
US	METHOD AND APPARATUS FOR ACCESSSING GLOBAL REGISTERS IN A MULTIPROCESSOR SYSTEM	5524255
US	METHOD AND APPARATUS FOR A MULTIPLE REQUEST TOGGLING PRIORITY SYSTEM	5168570
US	DEDICATED CENTRALIZED SIGNALING MECHANISM FOR SELECTIVELY SIGNALING DEVICES IN A MULTI-PROCESSOR SYSTEM	5239629
US	FAST INTERRUPT MECHANISM FOR INTERRUPTING PROCESSORS IN PARALLEL IN A MULTIPROCESSOR SYSTEM WHEREIN PROCESSORS ARE ASSIGNED PROCESS ID NUMBERS	5193187
US	METHOD AND APPARATUS FOR SINGLE STEP CLOCKING ON SIGNAL PATHS LONGER THAN A CLOCK CYCLE	5055707

Schedule 2.1(f)

COMPUTER WITH INTEGRATED
HIERARCHICAL
REPRESENTATION OF
PROGRAM WHEREIN IHR FILE
IS AVAILABLE FOR
DEBUGGING AND OPTIMIZING
DURING TARGET EXECUTION

US

5175856

Schedule 2.1(f)

	Title	Patent Number
US	MINIATURE CONTROLLED-IMPEDANCE TRANSMISSION LINE CABLE AND METHOD OF MANUFACTURE	5015800
US	METHOD FOR EFFICIENT NON-VIRTUAL MAIN MEMORY MANAGEMENT	5159678
US	MULTILAYER INTERCONNECT SYSTEM FOR AN AREA ARRAY INTERCONNECTION USING SOLID STATE DIFFUSION	5276955
US	TRANSMISSION LINE WITH FLUID PERMEABLE JACKET	5142100
US	METHOD AND APPARATUS FOR A UNIFIED PARALLEL PROCESSING ARCHITECTURE	5428803
US	EXTENDIBLE CLOCK MECHANISM	5625831
US	CLOCK DISTRIBUTION APPARATUS AND PROCESS PARTICULARLY USEFUL IN MULTIPROCESSOR SYSTEMS	5293626

Schedule 2.1(f)

DUAL LEVEL SCHEDULING OF
PROCESS TO MULTIPLE
PARALLEL REGIONS OF A
MULTITHREADED PROGRAM
ON A TIGHTLY COUPLED
MULTIPROCESSOR COMPUTER
SYSTEM

US

5339415

Schedule 2.1(f)

US	SYSTEM FOR COMMUNICATING AMONG PROCESSORS HAVING DIFFERENT SPEEDS	5202988
US	CLOCK PULSE MEASURING AND DESKEWING SYSTEM AND PROCESS	5329188
US	CLOCK STARTUP STABILIZATION FOR COMPUTER SYSTEMS	5355397
US	VERTICAL SEMICONDUCTOR INTERCONNECTION METHOD AND STRUCTURE	5041903
US	REPETITIVE SIGNAL DETECTOR FOR PREVENTING THERMAL RUNAWAY	5418481
US	VIRTUAL TO LOGICAL TO PHYSICAL ADDRESS TRANSLATION FOR DISTRIBUTED MEMORY MASSIVELY PARALLEL PROCESSING SYSTEMS	5784706
US	SYSTEM FOR ALLOCATING MESSAGES BETWEEN VIRTUAL CHANNELS TO AVOID DEADLOCK AND TO OPTIMIZE THE AMOUNT OF MESSAGE TRAFFIC ON EACH TYPE OF VIRTUAL CHANNEL	5583990

Schedule 2.1(f)

US	NETWORKED MULTIPROCESSOR SYSTEM WITH GLOBAL DISTRIBUTED MEMORY AND BLOCK TRANSFER ENGINE	5797035
US	MULTIPROCESSOR COMPUTER SYSTEM WITH INTERLEAVED PROCESSING ELEMENT NODES	5737628
US	APPARATUS AND METHOD FOR TESTING USING A CLOCKED TEST ACCESS PORT CONTROLLER FOR LEVEL SENSITIVE SCAN DESIGNS	6173428

Schedule 2.1(f)

US	CONFIGURABLE SPARE MEMORY CHIPS	5392292
US	RECURSIVE ADDRESS CENTRIFUGE FOR DISTRIBUTED MEMORY MASSIVELY PARALLEL PROCESSING SYSTEMS	5696922
US	RECURSIVE ADDRESS CENTRIFUGE FOR DISTRIBUTED MEMORY MASSIVELY PARALLEL PROCESSING SYSTEMS	6119198
US	METHOD OF MANAGING DISTRIBUTED MEMORY WITHIN A MASSIVELY PARALLEL PROCESSING SYSTEM	5566321
US	METHOD AND APPARATUS FOR LOCKING SHARED MEMORY LOCATIONS IN MULTIPROCESSING SYSTEMS	5535365
US	METHOD FOR THE DYNAMIC ALLOCATION OF PAGE SIZES IN VIRTUAL MEMORY	5802341
US	METHOD FOR THE DYNAMIC ALLOCATION OF ARRAY SIZES IN A MULTIPROCESSOR SYSTEM	5586325

Schedule 2.1(f)

US	ARRAY ADDRESS AND LOOP ALIGNMENT CALCULATIONS	6128639
US	METHOD AND APPARATUS FOR REMOVING POWER-OF-TWO RESTRICTIONS ON DISTRIBUTED ADDRESSING	5900023
US	BARRIER AND EUREKA SYNCHRONIZATION ARCHITECTURE FOR MULTIPROCESSORS	5721921
US	USING EXTERNAL REGISTERS TO EXTEND MEMORY REFERENCE CAPABILITIES OF A MICROPROCESSOR	5835925

Schedule 2.1(f)

US METHOD OF HANDLING
ARBITRARY SIZE MESSAGE
QUEUES IN WHICH A MESSAGE
IS WRITTEN INTO AN ALIGNED
BLOCK OF EXTERNAL
REGISTERS WITHIN A
PLURALITY OF EXTERNAL
REGISTERS   6029212

US STREAM BUFFERS FOR HIGH-
PERFORMANCE COMPUTER
MEMORY SYSTEMS   5761706

US ADAPTIVE ROUTING
MECHANISM FOR TORUS
INTERCONNECTION NETWORK   5701416

US SYSTEM FOR RANDOMLY
MODIFYING VIRTUAL
CHANNEL ALLOCATION AND
ACCEPTING THE RANDOM
MODIFICATION BASED ON THE
COST FUNCTION   5659796

Schedule 2.1(f)

US	TRANSPARENT RELOCATION OF REAL MEMORY ADDRESSES IN THE MAIN MEMORY OF A DATA PROCESSOR	5765198
US	SYSTEM AND METHOD FOR DENSITY TIME VECTOR CONDITIONAL OPERATIONS	5940625
US	SPATIAL DERIVATIVE BUS ENCODER AND DECODER	6480548
US	SPATIAL DERIVATIVE BUS ENCODER AND DECODER	7167523
US	DAUGHTER CARD ASSEMBLY	5761043
US	MESSAGING IN DISTRIBUTED MEMORY MULTIPROCESSING SYSTEM HAVING SHELL CIRCUITRY FOR ATOMIC CONTROL OF MESSAGE STORAGE QUEUE'S TAIL POINTER STRUCTURE IN LOCAL MEMORY	5841973
US	MASSIVELY PARALLEL PROCESSING SYSTEM USING TWO DATA PATHS: ONE CONNECTING ROUTER CIRCUIT TO THE INTERCONNECT NETWORK AND THE OTHER CONNECTING ROUTER CIRCUIT TO I/O CONTROLLER	5864738

Schedule 2.1(f)

US | VIRTUAL MAINTENANCE NETWORK IN MULTIPROCESSING SYSTEM HAVING A NON-FLOW CONTROLLED VIRTUAL MAINTENANCE CHANNEL | 6055618

Schedule 2.1(f)

US	SYSTEM FOR ARBITRATING PACKETIZED DATA FROM THE NETWORK TO THE PERIPHERAL RESOURCES AND PRIORITIZING THE DISPATCHING OF PACKETS ONTO THE NETWORK	5761534
US	COOLING APPROACH FOR HIGH POWER INTEGRATED CIRCUITS MOUNTED ON PRINTED CIRCUIT BOARDS	5768104
US	AIR OR LIQUID COOLED COMPUTER MODULE COLD PLATE	6305463
US	COOLING CAP METHOD AND APPARATUS FOR TAB PACKAGED INTEGRATED CIRCUITS	5805418
US	COOLING CAP METHOD AND APPARATUS FOR TAB PACKAGED INTEGRATED CIRCUITS	5963428
US	METHOD AND APPARATUS FOR ADJUSTING THE POWER SUPPLY VOLTAGE PROVIDED TO MICROPROCESSORS	5694028
US	RECONFIGURABLE RING-BASED NETWORK SYSTEM	6233704
US	ADAPTIVE CONGESTION CONTROL MECHANISM FOR MODULAR COMPUTER NETWORKS	5748900

Schedule 2.1(f)

	Title	Patent No.
US	ADAPTIVE CONGESTION CONTROL MECHANISM FOR MODULAR COMPUTER NETWORKS	5958017
US	METHOD AND APPARATUS FOR COOLING DAUGHTER CARD MODULES	5801924
US	RAID SYSTEM USING I/O BUFFER SEGMENT TO TEMPORARY STORE STRIPED AND PARITY DATA AND CONNECTING ALL DISK DRIVES VIA A SINGLE TIME MULTIPLEXED NETWORK	5862313
US	RAID-5 PARITY GENERATION AND DATA RECONSTRUCTION	5805788
US	DEMOUNTEABLE, COMPLIANT AREA ARRAY INTERCONNECT	6142789
US	DIAMOND-BASED TRANSFORMERS AND POWER CONVERTERS	6181231
US	LARGE AREA, MULTI-DEVICE HEAT PIPE FOR STACKED MCM-BASED SYSTEMS	6055157
US	ADAPTIVE BANDWIDTH SHARING	6205119
US	SYSTEM AND METHOD FOR STACKING OF INTEGRATED CIRCUIT PACKAGES	6172874
US	THE FABRICATION OF TEST LOGIC FOR LEVEL SENSITIVE SCAN ON A CIRCUIT	6092226

Schedule 2.1(f)

Country	Title	Number
US	POROUS METAL HEAT SINK	6018459
US	SERIALIZED RACE-FREE VIRTUAL BARRIER NETWORK	6085303
US	HYBRID HYPERCUBE/TORUS ARCHITECTURE	6230252
US	ROUTER TABLE LOOKUP MECHANISM	5970232
US	MULTIPROCESSOR COMPUTER SYSTEM AND METHOD FOR MAINTAINING CACHE COHERENCE UTILIZING A MULTI-DIMENSIONAL CACHE COHERENCE DIRECTORY STRUCTURE	6633958

Schedule 2.1(f)

SYSTEM AND METHOD FOR
FAST BARRIER
SYNCHRONIZATION

US

6216174

Schedule 2.1(f)

US	METHOD AND APPARATUS FOR PROCESSING A SET OF DATA VALUES WITH PLURAL PROCESSING UNITS MASK BITS GENERATED BY OTHER PROCESSING	6308250
US	DISTRIBUTED VECTOR ARCHITECTURE	5946496
US	STOP ALIGN LATERAL MODULE TO MODULE INTERCONNECT	6116915
US	INTERLEAVING MEMORY IN DISTRIBUTED VECTOR ARCHITECTURE MULTIPROCESSOR SYSTEM	5913069
US	MESSAGE BUFFERING FOR A COMPUTER-BASED NETWORK	6256677
US	PRECISE DETECTION OF ERRORS USING HARDWARE WATCHPOINT MECHANISM	5987626

Schedule 2.1(f)

US	EIGEN-MODE ENCODING OF SIGNALS IN A DATA GROUP	6226330
US	VIRTUAL CHANNEL ASSIGNMENT IN LARGE TORUS SYSTEMS	6101181
US	AGE-BASED NETWORK ARBITRATION SYSTEM AND METHOD	6674720
US	HIGH PERFORMANCE GAS COOLING SYSTEM AND METHOD	6167947