502714249 03/10/2014

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT2760856

SUBMISSION TYPE:		NEW ASSIGNMENT	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		ASSIGNMENT	ASSIGNMENT			
CONVEYING PARTY	DATA					
		Name		Execution Date		
SILICON GRAPHICS,	INC.			05/08/2009		
RECEIVING PARTY D	ΑΤΑ					
Name:	SILICON	CON GRAPHICS INTERNATIONAL, INC.				
Street Address:	46600 LA	600 LANDING PARKWAY				
City:	FREMON	EMONT				
State/Country:	CALIFOR	FORNIA				
Postal Code:	94538-62	538-6240				
	I					
PROPERTY NUMBER	S Total: 2					
Property Type		Number	Number			
		438304				
Application Number:	14	14042438				
CORRESPONDENCE Fax Number:		50)391-1395				
Correspondence will US Mail.	be sent to t	he e-mail address first;	if that is unsuccessful	, it will be sent via		
Phone: 650-		0-391-1380	391-1380			
•		ockets@lrrlaw.com				
		'40 W. EL CAMINO REA 'H FLOOR	W. EL CAMINO REAL			
			NTAIN VIEW, CALIFORNIA 94040			
		,				
		· · · ·	SGI-039COC, SGI-039COD			
			/Nicole Villanueva/			
DATE SIGNED:		03/10/2014	03/10/2014			
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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 <u>Exhibit A</u>, 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. <u>Assumed Agreements</u>. 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 <u>Exhibit B</u> 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 Bankruptoy 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. <u>No Liabilities Assumed</u>. 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. <u>Construction</u>. 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 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. <u>Purchase Agreement Controls</u>. 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. <u>Governing Law</u>. 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. <u>Counterparts</u>. 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 herete have executed and entered into this Bill of Sale and Assignment Agreement offective as of the Effective Date.

:

Silicon Graphics, Inc. Debtor and Debter In Presension By:	
Silicon Ciraphics Real Estate, Inc.	ParaCiraph International, Inc.
Délitor and Délitor In Possession	Debtor and Delitor In Possession.
By:	By:
Name:	Nator:
Its;	Rai
Sillisom Graphics: World Trade: Componention Debtor and Debtor in Possession Byn Name: Its:	WIT Developmiens, Jus. Debtor and Debtor In Possession Byr <u>A</u> Neme: Itst
Silison Charifficardi Manimitan, jiji	Silicon Studio, Inc.
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By:	By: <u>L. U.I.</u>
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Signisture Page to Bill of Sale and Suspensent Agroundent

Cray Financial Corp.	Cray Research, L.L.C.
Debtor and Debtor In Possession	Debtor and Debtor In Possession
By:	Byr J. U.J.
Name:	Name:
Its:	Its:
Cray, Research (Eastern Europa) Lid. Debtor and Debtor In Possession By:	Cray Brscaruli Amerika Lating Lift. Debtor and Debtor In Possession By: Names hs:
Cray-Asiz/Facific, Inc.	Cray-Roscarch (India): Ltd.
Debtor and Debtor In Possession.	Debter and Debter in Pessession:
By:	By:
	Cray Ressarch International Inc. Debter and Debter In Presentation By:

Signature Daga to Will of Sala 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 Han Whend?
Name JAMES WHEAT
is: <u>Chief financial officer</u>

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

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.]

-2- .

"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.

> PATENT REEL: 032395 FRAME: 0443

-3-

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

"<u>Permitted Encumbrances</u>" 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)

.4. .

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 (i) the Encumbrances disclosed as items 1 through 5 in Schedule 5.3(a).

"<u>Registered IP</u>" 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 <u>Schedule 2.1(f)</u> but excluding the Excluded Patents), and all right, title and interest of the Selling Entities in the Licensed Intellectual Property.

-5-

[This page has been redacted from this document.]

PATENT REEL: 032395 FRAME: 0446

-6-

ARTICLE II PURCHASE AND SALE

Purchase and Sale of Assets. Upon the terms and subject to the satisfaction of Section 2.1 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):

-7-

PATENT REEL: 032395 FRAME: 0448

-8-

(f) all Specified IP;

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

PATENT REEL: 032395 FRAME: 0449

-9-

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: 16 673

Name: Title:

Mark Barrenechea 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.

F Leeb By: Name: Diane Gibson **Title: President**

CRAY RESEARCH, L.L.C.

By: Name: Greg Wood Title: Chief Financial Officer

CRAY FINANCIAL CORP.

By: Name:'Gre'g 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 Pinancial Officer

CRAY RESEARCH (INDIA) LTD.

By: Name: Greg'Wood

Title: Chief Financial Officer

CRAY AŞIA/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 "<u>Amendment</u>") to the Asset Purchase Agreement (the "<u>Asset Purchase</u> <u>Agreement</u>") by and among SILICON GRAPHICS, INC., a Delaware corporation (the "<u>Seller</u>") and each of the subsidiaries of the Seller listed on Schedule I thereto (together with the Seller, the "<u>Selling Entities</u>"), and RACKABLE SYSTEMS, INC. a Delaware corporation (the "<u>Buyer</u>") 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. <u>Schedule 2.1(f)</u> 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: TAMES WHEAT Service VICE PASSARAT AND CHIEF FINANCIAL OFFICE

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: CFs SILICON GRAPHICS REAL ESTATE, INC. By: Name: Greg Wood Tide: Afficer Chief Financial SILICON GRAPHICS WORLD TRADE CORPORATION By: Greg Wood Name: Wrange Chief Firensial Officer Title: SILICON GRAPHICS FEDERAL, INC. By: Name: Title: PARAGRAPH INTERNATIONAL, INC. By: Namo: Gree Linos Title: Chief Financial altren WTI DEVELOPMENT, INC. Bvr Grey Wood F Finch Cicl Officer Name: Title: Ch:ef

IN WITNESS WHEREOF, the partics 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 ORAPHICS REAL ESTATE, INC.

By:_____ Name: Title:

SILICON GRAPPLICS WORLD TRADE CORPORATION

By: Name: Title:

SELICON GRAPHICS FEDERAL, INC.

By: <u>/)ker</u> Name: Koar Kand Title: Sour stary

PARAGRAPH INTERNATIONAL, INC.

By: Name: Title:

WTI DEVELOPMENT, INC.

By:_____ Name: Title:



CRAY ASJA/PACIFIC, INC.

By: Name: Greg Wood Rille: Chief Financial Officer

CRAY RESEARCH INTERNATIONAL INC.

By: Name: He; $\left\{ \right\}$ Grey Wood Chief Financial Officer Title:

EXHIBIT 1

Amended and Restated Schedule 2.1(f)

SPECIFIED IP

See attached.

EXHIBIT 1

AMENDED AND RESTATED SCHEDULE 2.1(f)

SPECIFIED IP

See attached.

779615 v7/HN

Schedule 2.1(f)

. 2.1(f)

US Patents and Patent Applications

PatNumber

Country InvTitle

[The following 18 pages of Schedule 2.1f have been redacted from this document.]

Schedule 2.1(f)

CAMABLE, BLIND MATE/DEMATE OPTICAL EDGE CONNECTOR

SO

09/549,980
MULTIPROCESSOR SYSTEM AND METHOD OF ACCESSING DATA THEREIN

SO

10/696, 146

[The following 2 pages of Schedule 2.1f have been redacted from this document.]

PATENT REEL: 032395 FRAME: 0468

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POR 12/21

SYSTEM AND METHOD FOR ADAPTIVELY DESKEWING PARALLEL DATA SIGNALS RELATIVE TO A CLOCK

SD

-cer 'Lhe/ EI

[The following 2 pages of Schedule 2.1f have been redacted from this document.] ,

MULTIPROCESSOR NODE CONTROLLER CIRCUIT AND METHOD

SO

12/181,202

NETWORK TOPOLOGY FOR A SCALABLE MULTIPROCESSOR SYSTEM

SO

12/121,941

[The following 2 pages of Schedule 2.1f have been redacted from this document.]

SYSTEM, METHOD, AND COMPUTER PROGRAM PRODUCT FOR REMOTE GRAPHICS PROCESSING

SD

11 893,627

MAINTAINING MEMBERSHIP IN HIGH AVAILABILITY COMPUTING SYSTEMS

US

09/811,158

SYSTEM AND METHOD FOR RETROFITTING A PROCESSOR INTO A SYSTEM DESIGNED FOR ANOTHER PROCESSOR

US FOR ANOTHER PROCESSOR ADDRESS-SELECTED ATTRIBUTE ENCODING AND

US BYTE-SWAPPING

09/648,150

09/648,903

SO

SYSTEM AND METHOD FOR REMOVING DATA FROM PROCESSOR CACHES IN A DISTRIBUTED MULTIPROCESSOR COMPUTER SYSTEM

002'606/60

[The following 2 pages of Schedule 2.1f have been redacted from this document.]

PATENT REEL: 032395 FRAME: 0477

404,799,404

FLEXIBLE FAILOVER POLICIES IN HIGH AVAILABILITY COMPUTING SYSTEMS

SD

APPARATUS AND METHOD FOR CONTROLLING THE FLOW AND ORDERING OF DATA TRANSFERRED OVER MULTIPLE CHANNELS

S

/273, 453 d d

10/414, 245 10/345,357 10/620,387 10/345,371 11 785,256 11/785,255 SERVICE IN A CLUSTERED FILE MESSAGING BETWEEN HETEROGENEOUS CLIENTS OF RECOVERY AND RELOCATION RELOCATION OF METADATA SERVER WITH OUTSTANDING A STORAGE AREA NETWORK FAILURE HIERARCHY IN A OF A DISTRIBUTED NAME INTERRUPTIBLE TOKEN MEMBERSHIP VERSION CLUSTER FILESYSTEM DMAPI REQUESTS ACQUISITION SUPPORT SYSTEM SD S SD SD S SO

••••

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CLUSTERED FILESYSTEM FOR MIX OF TRUSTED AND UNTRUSTED NODES

SO

MULTI-CLASS HETEROGENEOUS CLIENTS IN A CLUSTERED FILESYSTEM SD

10 (4 i4, 239

10 414,236

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

a

SD

10/426,003

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