

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SUPER PRIORITY PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
JEFFERIES FINANCE LLC	04/28/2014
RECEIVING PARTY DATA	
Name:	STRATUS TECHNOLOGIES BERMUDA LTD.
Street Address:	3 REID STREET
Internal Address:	REIDHALL
City:	HAMILTON
State/Country:	BERMUDA
Postal Code:	HM 11
PROPERTY NUMBERS Total: 35	
Property Type	Number
Patent Number:	6355991
Patent Number:	6633996
Patent Number:	6687851
Patent Number:	6691225
Patent Number:	6691257
Patent Number:	6708283
Patent Number:	6718474
Patent Number:	6735715
Patent Number:	6766413
Patent Number:	6766479
Patent Number:	6802022
Patent Number:	6813721
Patent Number:	6820213
Patent Number:	6842823
Patent Number:	6862689
Patent Number:	6874102
Patent Number:	6886171
Patent Number:	6901481
Patent Number:	6928583
Patent Number:	6948010
PATENT	

Property Type	Number
Patent Number:	6970892
Patent Number:	6971043
Patent Number:	6996750
Patent Number:	7065672
Patent Number:	7496786
Patent Number:	7496787
Patent Number:	7669073
Patent Number:	7904906
Patent Number:	7958076
Patent Number:	8117495
Patent Number:	8161311
Patent Number:	8234521
Patent Number:	8271416
Application Number:	11337697
Application Number:	12241723

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NAME OF SUBMITTER:	DANIEL J. O'CONNOR
SIGNATURE:	/Daniel J. O'Connor/
DATE SIGNED:	04/28/2014

Total Attachments: 6

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RELEASE OF SUPER PRIORITY PATENT SECURITY AGREEMENT

This Release of Super Priority Patent Security Agreement (this “Release”) is made as of April 28, 2014, by Jefferies Finance LLC, a Delaware limited liability company, located at 520 Madison Avenue, New York, New York 10022, in its capacity as Administrative Agent under (and as defined in) the Patent Security Agreement referred to below (in such capacity, the “Agent”) for the benefit of Stratus Technologies Bermuda Ltd., an exempted limited liability company formed under the laws of Bermuda, with an address of Reidhall, 3 Reid Street, Hamilton HM 11, Bermuda (the “Grantor”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Patent Security Agreement.

W I T N E S S E T H:

WHEREAS, the Grantor and the Agent are parties to that certain Super Priority Patent Security Agreement, dated as of April 8, 2010 (as amended, restated or otherwise modified through the date hereof, the “Patent Security Agreement”), pursuant to which the Grantor has granted to the Agent for the benefit of the Secured Parties a security interest in, among other things, certain Patents and Patent Licenses, including the Patents set forth on Schedule I hereto;

WHEREAS, the Patent Security Agreement was recorded in the United States Patent and Trademark Office at Reel 024202 and Frame 0736 on April 9, 2010; and

WHEREAS, the Grantor has requested that the Agent release, and the Agent is willing to release, the entirety of its security interest and claims of security interest in the Patent Collateral, subject to the terms hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. The Agent does hereby terminate, release and discharge the entirety of any and all security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Patent Security Agreement to the following assets (the “Patent Collateral”):

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

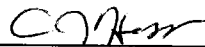
- b. any and all agreements providing for the granting of any right in or to Patents (whether the Grantor is licensee or licensor thereunder) including those referred to in Schedule I hereto.

2. This Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

3. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the undersigned has caused this Release of Super Priority Patent Security Agreement to be executed and delivered as of the date first written above.

JEFFERIES FINANCE LLC, as the Agent

By: 
Authorized Signatory

SCHEDULE I

Patent Registrations and Applications

Title	Application/ Registration Number	Filing/Issue Date	Country
Apparatus and Method for High Performance Checkpointing and Rollback of Network Operations	11/337,697	1/23/2006	US
Systems and Methods for Managing Multi-Component Systems in an Infrastructure	12/241,723	9/30/2008	US
Hot Plug Switch Mechanism	6,355,991	3/12/2002	US
Fault-Tolerant Maintenance Bus Architecture	6,633,996	10/14/2003	US
Method and System for Upgrading Fault-Tolerant Systems	6,687,851	2/3/2004	US
Method and Apparatus for Deterministically Booting a Computer System Having Redundant Components	6,691,225	2/10/2004	US
Fault-Tolerant Maintenance Bus Protocol and Method for Using the Same	6,691,257	2/10/2004	US
System and Method for Operating a System with Redundant Peripheral Bus Controllers	6,708,283	3/16/2004	US
Methods and Apparatus for Clock Management Based on Environmental Conditions	6,718,474	4/6/2004	US
System and Method for Operating a SCSI Bus with Redundant SCSI Adaptors	6,735,715	5/11/2004	US
Systems and Methods for Caching with File-Level Granularity	6,766,413 (incorrectly recorded as 6,776,413)	7/20/2004	US
Apparatus and Methods for Identifying Bus Protocol Violations	6,766,479	7/20/2004	US
Maintenance of Consistent, Redundant Mass Storage Images	6,802,022	10/5/2004	US
Methods and Apparatus for Generating High-Frequency Clocks Deterministically From a Low-Frequency System Reference Clock	6,813,721	11/2/2004	US
Fault-Tolerant Computer System with Voter Delay Buffer	6,820,213	11/16/2004	US
Methods and Apparatus for Persistent Volatile Computer Memory	6,842,823	1/11/2005	US

Title	Application/ Registration Number	Filing/Issue Date	Country
Method and Apparatus for Managing Session Information	6,862,689	3/1/2005	US
Coordinated Recalibration of High Bandwidth Memories in a Multiprocessor Computer	6,874,102	3/29/2005	US
Caching for I/O Virtual Address Translation and Validation Using Device Drivers	6,886,171	4/26/2005	US
Method and Apparatus for Storing Transactional Information in Persistent Memory	6,901,481	5/31/2005	US
Apparatus and Method for Two Computing Elements in a Fault-Tolerant Server to Execute Instructions in Lockstep	6,928,583	8/9/2005	US
Method and Apparatus for Efficiently Moving Portions of a Memory Block	6,948,010	9/20/2005	US
Implementing Standards-Based File Operations in Proprietary Operating Systems	6,970,892	11/29/2005	US
Apparatus and Method for Accessing a Mass Storage Device in a Fault-Tolerant Server	6,971,043	11/29/2005	US
Methods and Apparatus for Computer Bus Error Termination	6,996,750	2/7/2006	US
Apparatus and Methods for Fault-Tolerant Computing Using a Switching Fabric	7,065,672	6/20/2006	US
Systems and Methods for Maintaining Lock Step Operation	7,496,786	2/24/2009	US
Systems and Methods for Checkpointing	7,496,787	2/24/2009	US
Systems and Methods for Split Mode Operation of Fault-Tolerant Computer Systems	7,669,073	2/23/2010	US
Tracking Modified Pages on a Computer System	7,904,906	3/8/2011	US
System and Methods for Managing Rules and Detecting Reciprocal Dependencies	7,958,076	6/7/2011	US
Systems and Methods of High Availability Cluster Environment Failover Protection	8,117,495	2/14/2012	US
Apparatus and Method for Redundant	8,161,311	4/17/2012	US

Title	Application/ Registration Number	Filing/Issue Date	Country
and Spread Spectrum Clocking			
Systems and Methods for Maintaining Lock Step Operation	8,234,521	7/31/2012	US
Method for Dynamically Determining a Predetermined Previous Condition of a Rule-Based System	8,271,416	9/18/2012	US