

12-10-2001

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Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **STRATUS TECHNOLOGIES INTERNATIONAL, S.A.R.L.**
(f/k/a STRATUS COMPUTER SYSTEMS, S.A.R.L.)

- Individual(s)
 - General Partnership
 - Corporation-State
 - Other a company organized under the laws of Luxembourg
- Association
 - Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: July 19, 2001

2. Name and address of receiving party(ies):

Name: The Chase Manhattan Bank, as Administrative Agent

Internal Address: _____

Street Address: P.O. Box 2558

City: Houston State: TX ZIP: 77252

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 75/598,920 ; 76/032,971
76/024,555 ; 75/917,156 ; 76/129,868 ; 76/147,645

B. Trademark Registration No.(s) 1,305,730 ; 1,267,767 ; 2,001,821
1,321,477 ; 1,513,375 ; 1,474,016

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robyn Greenberg, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41): \$315.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robyn Greenberg, Esq.
Name of Person Signing

Robyn Greenberg
Signature

12/6/01
Date

12/11/2001 6TON11 00000030 75598920

Total number of pages comprising cover sheet: 6

01 FC:481
02 FC:482

40.00 DP
275.00 DP

Documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002405 FRAME: 0059

CONDITIONAL ASSIGNMENT OF AND
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS ("Conditional Assignment"), dated as of July 19, 2001 is made by Stratus Technologies International, S.a.r.l. (formerly known as Stratus Computer Systems, S.a.r.l.), a company organized under the laws of Luxembourg ("HubCo"), in favor of The Chase Manhattan Bank, a New York banking corporation, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of February 26, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Stratus Technologies, Inc. (formerly known as Stratus Computer (DE), Inc.), a Delaware Corporation (the "Borrower"), HubCo, the Lenders, the Agent and other parties named therein.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantors (including Borrower and HubCo) have executed and delivered a Collateral Agreement, dated as of February 26, 1999, in favor of Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, the Grantors pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Trademarks (as defined in the Collateral Agreement); and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Conditional Assignment, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Collateral Agreement.

SECTION 2. Conditional Assignment and Grant of Security Interest. HubCo hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those

items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

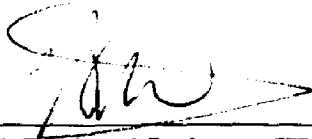
SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by HubCo for the purpose of recording the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been granted to the Lenders in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. HubCo does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Conditional Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Conditional Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

STRATUS TECHNOLOGIES INTERNATIONAL,
S.A.R.L

By: 
Name: H. Richard Lukens, III
Title: Officer

THE CHASE MANHATTAN BANK
as Administrative Agent for the Lenders

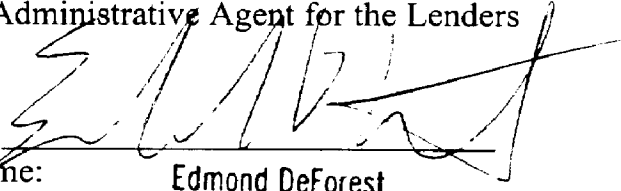
By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Conditional Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

STRATUS TECHNOLOGIES INTERNATIONAL,
S.A.R.L

By: _____
Name:
Title:

THE CHASE MANHATTAN BANK
as Administrative Agent for the Lenders

By: 
Name: Edmond DeForest
Title: Vice President

SCHEDULE A**Registered Trademarks (U.S.)**

TITLE	REGISTRATION NUMBER
STRATUS	1,305,730
STRATUS (stylized)	1,267,767
CONTINUOUS PROCESSING	1,321,477
STRATALINK	1,513,375
STRATANET	1,474,016
CONTINUUM	2,001,821

Trademark Applications (U.S.)

TITLE	APPLICATION NUMBER
THE AVAILABILITY COMPANY	75/598,920
STRATUS 24 7 AND DESIGN	76/032,971
FT SERVER AND DESIGN	76/024,555
FTSERVER	75/917,156
FTCSERVER	76/129,868
24 7 with design	76/147,645