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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM302837

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon Trust Company, N.A.		04/28/2014	National Banking Association:

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	
Entity Type:	LIMITED LIABILITY COMPANY: BERMUDA	

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3667197	CALM
Serial Number:	77190317	CONTINUOUS AVAILABILITY LIFECYCLE MANAGE
Registration Number:	1321477	CONTINUOUS PROCESSING
Registration Number:	2001821	CONTINUUM
Registration Number:	2564766	FTSERVER
Registration Number:	2727568	FTSERVER
Registration Number:	2816979	SINAP
Registration Number:	1513375	STRATALINK
Registration Number:	1267767	STRATUS
Registration Number:	3802061	STRATUS AVANCE
Registration Number:	1305730	STRATUS
Registration Number:	3802062	STRATUS AVANCE
Registration Number:	2515844	THE AVAILABILITY COMPANY

CORRESPONDENCE DATA

Fax Number: 4048817777

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

US Mail.

Phone: 404-881-7000

TRADEMARK

900287554 REEL: 005269 FRAME: 0465

Email: betsy.perkins@alston.com

Correspondent Name: Laura Kees

Address Line 1: 1201 W. Peachtree Street c/o Alston & Bird LLP

Address Line 4: Atlanta, GEORGIA 30309-3424

ATTORNEY DOCKET NUMBER:	001833/443634
NAME OF SUBMITTER:	Laura Kees
SIGNATURE:	/Laura Kees/
DATE SIGNED:	04/28/2014

Total Attachments: 4

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TRADEMARK REEL: 005269 FRAME: 0466

RELEASE OF INDENTURE TRADEMARK SECURITY AGREEMENT

This Release of Indenture Trademark Security Agreement (this "Release") is made as of April 28, 2014, by The Bank of New York Mellon Trust Company, N.A., a national banking association, located at 525 William Penn Place, Pittsburgh, Pennsylvania 15259, in its capacity as Collateral Agent under (and as defined in) the Trademark 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 Trademark Security Agreement.

WITNESSETH:

WHEREAS, the Grantor and the Agent are parties to that certain Indenture Trademark Security Agreement dated as of April 8, 2010 (as amended, restated or otherwise modified through the date hereof, the "<u>Trademark Security Agreement</u>"), pursuant to which the Grantor has granted to the Agent for the benefit of the Indenture Claimholders a security interest in, among other things, certain Trademarks and Trademark Licenses, including the Trademarks set forth on <u>Schedule I</u> hereto;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office at Reel 4183 and Frame 0159 on April 9, 2010; and

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

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 without recourse, representation or warranty 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 Trademark Security Agreement to the following assets (the "Trademark Collateral"):
 - (a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on <u>Schedule I</u> hereto, (ii) all extension and renewals of any of the foregoing, (iii) all the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties,

TRADEMARK REEL: 005269 FRAME: 0467

- income, payments, claims, damages, and proceeds of suit (collectively, "Trademarks"); and
- (b) any and all agreements providing for the granting of any right in or to Trademarks (whether the Grantor is licensee or licensor thereunder) including those referred to in Schedule I hereto.
- 2. Any right, title or interest of the Agent in such Trademark Collateral shall hereby terminate, cease and become void. The Agent hereby assigns, transfers and conveys any and all right, title or interest of the Agent in such Trademark Collateral to the Grantor.
- 3. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, at the Grantor's sole cost and expense, as may be reasonably necessary to affect the release of the Trademark Collateral contemplated hereby.
- 4. 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.
- 5. 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 Indenture Trademark Security Agreement to be executed and delivered as of the date first written above.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as the Agent

Authorized Signatory

SCHEDULE I

Trademark Registrations and Applications

	Trademark Registrations and Applications						
Mark	Serial/Registration Number	Filing/Registration Date	Country				
CALM	3,667,197	8/11/2009	US				
CONTINUOUS AVAILABILITY LIFECYCLE MANAGEMENT	77/190,317	5/25/2007	US				
CONTINUOUS PROCESSING	1,321,477	2/19/1985	US				
CONTINUUM	2,001,821	9/17/1996	US				
FTSERVER	2,564,766	4/23/2002	US				
FTSERVER & Design	2,727,568	6/17/2003	US				
SINAP	2,816,979	2/24/2004	US				
STRATALINK	1,513,375	11/22/1988	US				
STRATUS (Stylized)	1,267,767	2/21/1984	US				
STRATUS	1,305,730	11/20/1984	US				
STRATUS AVANCE & Design	3,802,061	6/15/2010	US				
STRATUS AVANCE	3,802,062	6/15/2010	US				
THE AVAILABILITY COMPANY	2,515,844	12/4/2001	US				

RECORDED: 04/28/2014

TRADEMARK REEL: 005269 FRAME: 0470