

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

(Rev. 03/01)

GMB No. 0651-0027 (exp. 05/31/2002)

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

1. Name of conveying party(ies):

Silicon Valley Bank
3003 Tasman Drive-HA155
Santa Clara, CA 95054

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware Other

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

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

Name Penguin Computing Inc and
Scyld Computing Corporation

Street Address: 501 2nd Street STE 310

City: San Francisco State: CA ZIP: 94107

3. Nature of conveyance:

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

- Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 Additional name(s) & address(es) attached? Yes No

Execution Date: 6/5/2008

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

A. Trademark Application No.(s)

B. Trademark No.(s)

77077395 78553864 78862147
 78483600 78553865 78933348
 78553856 78553867 78933354
 78553860 78557096
 78553862 78730262

2596578 2555217 3119470 3180226
 2596628 2985673 3207390 3295523
 2535665 3191015 3207391
 2539705 3045408 3139081
 2555216 3020847 3176565

Additional numbers attached? Yes No

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

Name: UCC Direct Services

Internal Address: ATTN: 14080632

Street Address: 187 Wolf Rd, Suite 101

City: Albany State: NY ZIP: 12205

6. Total number of applications and registrations Involved: 30

7. Total fee (37 CFR 3.41): \$ 765.00

- Enclosed
 Authorized to be charged by credit card

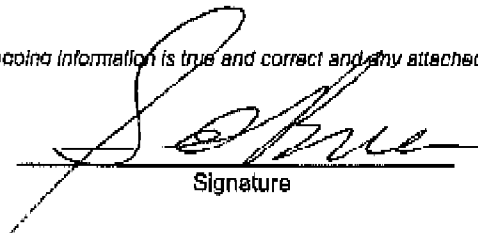
8. Deposit account number:
 (Attach duplicate copy of this page if paying by deposit account)

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.

Name of Person Signing
Susan O'Brien



Signature

6-10-08
Date

OP \$765.00 77077395

RELEASE OF SECURITY AGREEMENT COVERING
INTERESTS IN TRADEMARKS

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Penguin Computing Inc & Scyld Computing Corporation** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, April 30, 2007, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on May 3, 2007, Reel 3534, Frame 0876.

Dated: **June 5, 2008**

SILICON VALLEY BANK

By: *Randhawa*
Name: Romil Randhawa
Title: Ops Department Manager

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 30, 2007 by and between SILICON VALLEY BANK ("Bank") and PENGUIN COMPUTING INC., a California corporation ("Penguin") and SCYLD COMPUTING CORPORATION, a Delaware corporation ("Scyld", together with Penguin, each a "Grantor" and collectively, the "Grantors").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantors (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantors dated December 23, 2005 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantors, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantors under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Bank a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, each Grantor grants and pledges to Bank a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C-1, C-2, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address: 300 CALIFORNIA ST, SUITE 600
SAN FRANCISCO, CA 94104

Attn: FRANK MATTSON

GRANTOR:

PENGUIN COMPUTING INC.

By: 

Title: COO & CFO

Address: 300 CALIFORNIA ST, SUITE 600
SAN FRANCISCO, CA 94104

Attn: FRANK MATTSON

GRANTOR:

SCYLD COMPUTING CORPORATION

By: 

Title: COO & CFO

Address of Bank:

Attn: _____

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

GRANTOR:

Address: 300 CALIFORNIA ST, SUITE 600
SAN FRANCISCO, CA 94104

PENGUIN COMPUTING INC.

By: 

Title:

COO & CFO

Attn: FRANK MATTSON

GRANTOR:

Address: 300 CALIFORNIA ST, SUITE 600
SAN FRANCISCO, CA 94104

SCYLD COMPUTING CORPORATION

By: 

Title:

COO & CFO

Attn: FRANK MATTSON

BANK:

Address of Bank:

SILICON VALLEY BANK

By: 

Title:

Relationship Manager

Attn: Vincent Vallejos

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

Penguin Computing Inc.

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|---|---|---|
| BLADE SERVER ADAPTED FOR ALTERNATE FORM FACTORS AND ENVIRONMENTS | 60/733660 | November 4, 2005/January 13, 2006 |

EXHIBIT C-1

Trademarks

Penguin Computing Inc.

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|--------------------------------|---|---|
| RELION (block letters) | 3020647 (registration) | 11/29/2005 |
| NIVEUS (block letters) | 3045408 (registration) | 1/17/2006 |
| ALTUS (block letters) | 78-495020 (application) | 10/5/2004 |
| BLADERUNNER (block letters) | 78-483600 (application) | 9/14/2004 |
| PENGUIN COMPUTING | 2596578 (registration) | 7/23/2002 |
| PENGUIN COMPUTING (and Design) | 2596628 (registration) | 7/23/2002 |

EXHIBIT C-2

Trademarks

Scyld Computing Corporation

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|--|---|---|
| HIGHLY SCYLD (block letters) | 3190226 (registration) | 11/14/2005 |
| SCYLD BEOWULF (block letters) | 3119470 (registration) | 1/14/2005 |
| BEOSTATUS (block letters) | 78-553856 (application) | 1/25/2005 |
| BEOSTAT (block letters) | 78-553860 (application) | 1/25/2005 |
| BEOMAP (block letters) | 78-553862 (application) | 1/25/2005 |
| BEOPXE (block letters) | 78-553864 (application) | 1/25/2005 |
| BEOPROC (block letters) | 78-553865 (application) | 1/25/2005 |
| SCYLD BPROC (block letters) | 78-553867 (application) | 1/25/2005 |
| SCYLD SOFTWARE (block letters) | 3207390 (registration) | 1/25/2005 |
| SCYLD SOFTWARE (and Design) | 3207391 (registration) | 1/25/2005 |
| SCYLD BEOMASTER (block letters) | 78-557096 (application) | 1/31/2005 |
| SCYLD TASKMASTER (block letters) | 3139081 (registration) | 10/10/2005 |
| SCYLD TASKMASTER PORTAL (block letters) | 78-730262 (application) | 10/10/2005 |
| SCYLD POLICYMANAGER (block letters) | 3176565 (application) | 10/10/2005 |
| SCYLD BEOWULF | 2995673 (registration) | 9/13/2005 |
| SCYLD COMPUTING CORPORATION (and Design) | 2555217 (registration) | 4/2/2002 |
| SCYLD COMPUTING CORPORATION (and Design) | 2555216 (registration) | 4/2/2002 |
| SCYLD COMPUTING CORPORATION | 2539705 (registration) | 1/19/2002 |
| SCYLD COMPUTING CORPORATION | 2535665 (registration) | 2/5/2002 |
| SCYLD CLUSTERWARE | 78-832849 (application) | |
| HIGHLY SCYLD LOGO | 78-862147 (application) | |
| SCYLD CLUSTERCONTROL | 78-933354 (application) | |

SCYLD CONTROLCENTER

78-933348
(application)

SCYLD WEBMASTER

77-077395
(application)

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

SF/21660665.3