

04-23-2001



101682092

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies): **AGERE SYSTEMS INC.**

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

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Conditional Assignment Of And Security Interest In Trademark Rights

Execution Date: April 2, 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) **See Attached Schedule A**

B. Trademark Registration No.(s) **See Attached Schedule A**

Additional numbers attached? Yes No

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

Name: Alison Winick, 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: 13

7. Total fee (37 CFR 3.41): \$ 340.00
 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.

Alison Winick, Esq.  4-5-01
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 9

01 APR 2001 09:44 AM
 02 APR 2001 09:45 AM
 40.00 DP
 300.00 DP

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

SCHEDULE A**U.S. Trademarks Registrations**

Trademark Name:	Application No:	Filing Date:	Registration No:	Reg. Date:	Owner:
AGERE	75597610	01-Dec-1998			Agere Systems Inc.
AGERE	78032956	30-Oct-2000			Agere Systems Inc.
AGERE	78032959	30-Oct-2000			Agere Systems Inc.
AGERE	78037397	01-Dec-2000			Agere Systems Inc.
AGERE SYSTEMS	78037408	01-Dec-2000			Agere Systems Inc.
AGERE SYSTEMS LOGO	78037411	01-Dec-2000			Agere Systems Inc.
CELXPRES	78/006735	04-May-2000			Agere Systems Inc.
HOME WIRE	75571080	19-Oct-1998			Agere Systems Inc.
ORINOCO	75920029	03-Feb-2000			Agere Systems Inc.
STARPRO	75935391	17-Feb-2000			Agere Systems Inc.
WAVELAN AND DESIGN	75299586	28-May-1997	2204541	17-Nov-1998	Agere Systems Inc.
WILDWIRE	75420943	21-Jan-1998	2414352	19-Dec-2000	Agere Systems Inc.
WILDWIRE	75945113	23-Feb-2000			Agere Systems Inc.

**CONDITIONAL ASSIGNMENT OF AND
SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS ("Conditional Assignment"), dated as of April 2, 2001, is made by AGERE SYSTEMS INC., a Delaware corporation (the "Borrower"), in favor of The Chase Manhattan Bank, a New York banking corporation, as Administrative Agent (the "Administrative Agent") for the Secured Parties referred to in the Guarantee and Collateral Agreement, dated as of April 2, 2001 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), among the Borrower, certain of its Subsidiaries and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the 364-Day Revolving Credit and Term Loan Facility Agreement, dated as of February 22, 2001 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Lucent Technologies Inc. (solely to acknowledge its assignment of certain of its rights and obligations to the Borrower), the Lenders from time to time parties thereto and The Chase Manhattan Bank, as administrative agent, 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 in the Credit Agreement;

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its subsidiaries have executed and delivered the Guarantee and Collateral Agreement in favor of the Administrative Agent, for the benefit of the Administrative Agent and the Lenders;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the other Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Conditional Assignment;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement, the Borrower agrees, for the benefit of the Administrative Agent and the other Secured Parties, 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 Guarantee and Collateral Agreement.

SECTION 2. Conditional Assignment and Grant of Security Interest. The Borrower 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 listed on Schedule A hereto, to the Administrative Agent, for the benefit of the Administrative Agent and the other Secured Parties, to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by the Borrower 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 Administrative Agent, for the benefit of the Secured Parties, in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and 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.

AGERE SYSTEMS INC.

By: Paul Bantz
Name:
Title:

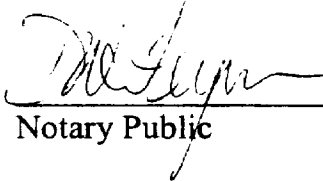
THE CHASE MANHATTAN BANK,
as Administrative Agent for the Secured Parties

By: _____
Name:
Title:

STATE OF New Jersey)
) ss
COUNTY OF Hunterdon)

On the 2nd day of April, 2001, before me personally came Paul Bento, who is personally known to me to be the Vice President of Agere Systems Inc., a Delaware corporation; who, being duly sworn, did depose and say that ~~she~~/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that ~~she~~/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that ~~she~~/he acknowledged said instrument to be the free act and deed of said corporation.

DEBORAH W. FERGUSON
Notary Public, State of New Jersey
No. 2219308
Qualified in Hunterdon County
Commission Expires 10/30/2003



Notary Public

(PLACE STAMP AND SEAL ABOVE)

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.

AGERE SYSTEMS INC.

By: _____
Name:
Title:

THE CHASE MANHATTAN BANK,
as Administrative Agent for the Secured Parties

By: THK
Name: Thomas H Kiehl
Title: vice president

STATE OF NEW YORK)
COUNTY OF New York) ss

On the ____ day of April, 2001, before me personally came Thomas H. Kozlars who is personally known to me to be the Vice President of The Chase Manhattan Bank, a New York banking corporation; who, being duly sworn, did depose and say that she/he is the vice president in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Sandra M. Reddy
Notary Public SANDRA M. REDDY
NOTARY PUBLIC, State of New York
No. 01RE6012762
Qualified in New York County
Commission Expires August 31, 2002

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademarks Registrations

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