04-05-2002

4.5.02

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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):

NORTEL NETWORKS LIMITED

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

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

2. Name and address of receiving party(ies)

Name: JPMORGAN CHASE BANK

Internal Address: LIEN PERFECTION UNIT

Street Address: P.O. BOX 2558

City: HOUSTON State: TX Zip: 77252

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

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

Execution Date: APRIL 4, 2002

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

A. Trademark Application No.(s)

2456966

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULE 1

Additional number(s) attached ☒ Yes ☐ No

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

Name: JACKIE LEE

Internal Address: ACCESS INFORMATION SERVICES, INC.

Street Address: 1773 WESTERN AVENUE

City: ALBANY State: NY Zip: 12203

6. Total number of applications and registrations involved: 21

7. Total fee (37 CFR 3.41).....$ 540.00

- ☒ Enclosed
- ☐ Authorized to be charged to deposit account

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.

Jackie Lee	Jackie Lee	4-4-02
Name of Person Signing	Signature	Date

Total number of pages including cover sheet, attachments, and document: 9

04/05/2002 GTON11 00000121 2456966

01 FC:481 40.00 OP
02 FC:482 500.00 OP

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

Schedule 1
to Trademark
Security Agreement

NORTEL NETWORKS LIMITED

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE
BAYSTACK	2456966	6/5/2001
COMPANION	1933457	11/7/1995
CONTIVITY	2301696	12/21/1999
DMS (design)	1109917	12/26/1978
DPN	1432791	3/17/1987
GLOBE "O" ASTROLABE DESIGN	2360456	6/20/2000
MERIDIAN	1342255	6/18/1985
MERIDIAN 1	1651913	7/23/1991
MERIDIAN SL	1681819	4/7/1992
NORSTAR (design)	1509113	10/18/1988
NORTEL	1980303	6/11/1996
NORTEL	2001714	9/17/1996
NORTEL (with Astrolabe)	2184321	8/25/1998
NORTEL (with astrolabe) Northern Telecom (underneath) Design	2249955	6/1/1999
nt (electrica)	1946245	1/9/1996
nt (electrica)	1090024	4/25/1978

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nt northern telecom (electrica)	1946246	1/9/1996
nt northern telecom (electrica)	1090025	4/25/1978
OPTIVITY	1835262	5/10/1994
PASSPORT	1896819	5/30/1995
S/DMS TRANSPORTNODE	1670754	12/31/1991

TRADEMARK SECURITY AGREEMENT

(Trademark Registrations)

WHEREAS, Nortel Networks Limited, a Canadian corporation (herein referred to as the "**Lien Grantor**") owns the Trademark Collateral (as defined below);

WHEREAS, pursuant to (i) a Guarantee and Security Agreement dated as of April 4, 2002 (as amended and/or supplemented from time to time, the "**Security Agreement**") among Nortel Networks Limited, Nortel Networks Inc., the Subsidiaries party thereto and JPMorgan Chase Bank, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Lien Grantor has secured certain obligations (the "**Secured Obligations**") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Lien Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Lien Grantor, including, without limitation, each Trademark registration referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Lien Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto).

The Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or

in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Specified Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security Agreement. The Lien Grantor and the Grantee acknowledge and affirm that the rights and remedies of the Grantee and the Lien Grantor with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 4th day of April, 2002.

NORTEL NETWORKS LIMITED

By: _____
Name:
Title:

Acknowledged:

JPMORGAN CHASE BANK,
as Collateral Agent

By: _____
Name:
Title:

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NORTEL NETWORKS LIMITED

By: _____
Name: K.B. Stevenson
Title: Treasurer

By: _____
Name:
Title: BLAIR F. MORRISON
Assistant Secretary

Acknowledged:

JPMORGAN CHASE BANK,
as Collateral Agent

By: _____

Name: WILLIAM E. ROTTINO, CFA
Title: VICE PRESIDENT

Schedule 1
to Trademark
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NORTEL NETWORKS LIMITED

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