

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT																																													
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademark Rights																																													
<b>CONVEYING PARTY DATA</b>																																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>JPMorgan Chase Bank, N.A., as Administrative Agent</td> <td>FORMERLY The Chase Manhattan Bank</td> <td>11/30/2006</td> <td>National Banking Association:</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	JPMorgan Chase Bank, N.A., as Administrative Agent	FORMERLY The Chase Manhattan Bank	11/30/2006	National Banking Association:																																						
Name	Formerly	Execution Date	Entity Type																																											
JPMorgan Chase Bank, N.A., as Administrative Agent	FORMERLY The Chase Manhattan Bank	11/30/2006	National Banking Association:																																											
<b>RECEIVING PARTY DATA</b>																																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Lucent Technologies Inc.</td> </tr> <tr> <td>Street Address:</td> <td>600 Mountain Avenue</td> </tr> <tr> <td>City:</td> <td>Murray Hill</td> </tr> <tr> <td>State/Country:</td> <td>NEW JERSEY</td> </tr> <tr> <td>Postal Code:</td> <td>07974</td> </tr> <tr> <td>Entity Type:</td> <td>CORPORATION: DELAWARE</td> </tr> </table>	Name:	Lucent Technologies Inc.	Street Address:	600 Mountain Avenue	City:	Murray Hill	State/Country:	NEW JERSEY	Postal Code:	07974	Entity Type:	CORPORATION: DELAWARE																																		
Name:	Lucent Technologies Inc.																																													
Street Address:	600 Mountain Avenue																																													
City:	Murray Hill																																													
State/Country:	NEW JERSEY																																													
Postal Code:	07974																																													
Entity Type:	CORPORATION: DELAWARE																																													
<b>PROPERTY NUMBERS Total: 14</b>																																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 15%;">Number</th> <th style="width: 65%;">Word Mark</th> </tr> <tr><td>Registration Number:</td><td>2388016</td><td></td></tr> <tr><td>Registration Number:</td><td>2419358</td><td>LUCENT TECHNOLOGIES</td></tr> <tr><td>Registration Number:</td><td>2419360</td><td>LUCENT TECHNOLOGIES</td></tr> <tr><td>Registration Number:</td><td>2291839</td><td></td></tr> <tr><td>Registration Number:</td><td>2156127</td><td></td></tr> <tr><td>Registration Number:</td><td>2150197</td><td></td></tr> <tr><td>Registration Number:</td><td>2136727</td><td></td></tr> <tr><td>Registration Number:</td><td>2105052</td><td>LUCENT TECHNOLOGIES</td></tr> <tr><td>Registration Number:</td><td>2103064</td><td>LUCENT TECHNOLOGIES</td></tr> <tr><td>Registration Number:</td><td>2097317</td><td>LUCENT TECHNOLOGIES</td></tr> <tr><td>Registration Number:</td><td>2057584</td><td>LUCENT TECHNOLOGIES</td></tr> <tr><td>Registration Number:</td><td>2099158</td><td>LUCENT TECHNOLOGIES</td></tr> <tr><td>Registration Number:</td><td>2199261</td><td></td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>	Property Type	Number	Word Mark	Registration Number:	2388016		Registration Number:	2419358	LUCENT TECHNOLOGIES	Registration Number:	2419360	LUCENT TECHNOLOGIES	Registration Number:	2291839		Registration Number:	2156127		Registration Number:	2150197		Registration Number:	2136727		Registration Number:	2105052	LUCENT TECHNOLOGIES	Registration Number:	2103064	LUCENT TECHNOLOGIES	Registration Number:	2097317	LUCENT TECHNOLOGIES	Registration Number:	2057584	LUCENT TECHNOLOGIES	Registration Number:	2099158	LUCENT TECHNOLOGIES	Registration Number:	2199261					
Property Type	Number	Word Mark																																												
Registration Number:	2388016																																													
Registration Number:	2419358	LUCENT TECHNOLOGIES																																												
Registration Number:	2419360	LUCENT TECHNOLOGIES																																												
Registration Number:	2291839																																													
Registration Number:	2156127																																													
Registration Number:	2150197																																													
Registration Number:	2136727																																													
Registration Number:	2105052	LUCENT TECHNOLOGIES																																												
Registration Number:	2103064	LUCENT TECHNOLOGIES																																												
Registration Number:	2097317	LUCENT TECHNOLOGIES																																												
Registration Number:	2057584	LUCENT TECHNOLOGIES																																												
Registration Number:	2099158	LUCENT TECHNOLOGIES																																												
Registration Number:	2199261																																													

OP \$365.00 2388016

Registration Number:	2333896
----------------------	---------

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (212) 455-7609

Email: ksolomon@stblaw.com

Correspondent Name: Kirstie Howard, Esq.

Address Line 1: Simpson Thacher &amp; Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:

509265/0804

NAME OF SUBMITTER:

Kirstie Howard

Signature:

/kh/

Date:

12/07/2006

**Total Attachments: 4**

source=LucRT880#page1.tif

source=LucRT880#page2.tif

source=LucRT880#page3.tif

source=LucRT880#page4.tif

## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

TERMINATION AND RELEASE dated as of November ~~30~~<sup>th</sup>, 2006 from JPMorgan Chase Bank, N.A., a national banking association (formerly known as The Chase Manhattan Bank), as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Lucent Technologies Inc., a Delaware corporation (the "Borrower").

### WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreements, dated as of February 22, 2001 and May 28, 2003 and amended and restated on August 11, 2006, made by the Borrower in favor of the Agent (the "Collateral Agreements"), a security interest (the "Security Interest") was granted by the Borrower to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Conditional Assignment of and Grant of Security Interest in Trademark Rights dated as of February 22, 2001, among the Agent and the Borrower (the "Security Agreement"), the Borrower, by reference to the Collateral Agreements, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademarks, including the Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on April 5, 2001, at Reel 2276 and Frame 0880; and

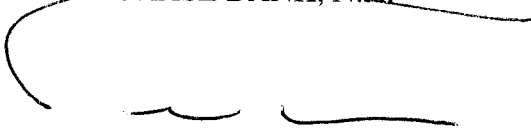
WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreements, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Borrower's right, title and interest of every kind and nature as of the date hereof in the Trademarks listed on Schedule A hereto. The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreements and the Security Agreement.
2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.
3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release  
by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A.

By: 

Name:

Title: **PETER M. LING**  
**MANAGING DIRECTOR**

STATE OF New York )  
COUNTY OF New York )

ss.:

On this 30<sup>th</sup> day of November, 2006, before me personally appeared Peter Ling to me known who, being by me duly sworn, did depose and say that he/she is Managing Director of JPMorgan Chase Bank, N.A., described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by JPMorgan Chase Bank, N.A.

Robin H. Kendall  
Notary Public

(Affix Seal Below)

ROBIN H. KENDALL  
Notary Public, State of New York  
No. 01KE5045434  
Qualified in Nassau County  
Commission Expires September 27, 2009

Certificate filed in New York County

**Schedule A**

<b>Trademark</b>	<b>Serial No.</b>	<b>Registration No.</b>
LUCENT DESIGN	75/039,695	2,388,016
LUCENT TECHNOLOGIES	75/045,157	2,419,358
LUCENT TECHNOLOGIES & DESIGN	75/055,458	2,419,360
LUCENT DESIGN	75/146,127	2,291,839
LUCENT DESIGN	75/146,128	2,156,127
LUCENT DESIGN	75/146,130	2,150,197
LUCENT DESIGN	75/146,132	2,136,727
LUCENT TECHNOLOGIES	75/146,133	2,105,052
LUCENT TECHNOLOGIES	75/146,134	2,103,064
LUCENT TECHNOLOGIES	75/146,135	2,097,317
LUCENT TECHNOLOGIES	75/146,136	2,057,584
LUCENT TECHNOLOGIES	75/146,137	2,099,158
LUCENT DESIGN	75/177,274	2,199,261
LUCENT DESIGN	75/978,873	2,333,896