

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Granite Systems, Inc.		06/29/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust Company, as Collateral Agent
Street Address:	Rodney Square North
Internal Address:	1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2676049	XPERWORX
Registration Number:	2514467	XPERCOM
Registration Number:	2615081	IPEX
Registration Number:	2544091	XPERWEB
Registration Number:	2605851	XNG
Registration Number:	2821048	GATEWAYXNG
Registration Number:	2821047	WORXNG
Registration Number:	2821046	VIEWXNG
Registration Number:	2819482	IPEXNG
Registration Number:	2824817	WEBXNG

CORRESPONDENCE DATA

Fax Number: (212)455-2502

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

OP \$265.00 2676049

Phone: (212) 455-7609  
Email: ksolomon@stblaw.com  
Correspondent Name: Kirstie Howard, Esq.  
Address Line 1: Simpson Thacher & Bartlett LLP  
Address Line 2: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509333/0021
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	07/17/2007

Total Attachments: 7  
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**TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") dated June 29, 2007 is made by Granite Systems, Inc., a Delaware corporation (the "Grantor") in favor of Wilmington Trust Company, as collateral agent (the "Collateral Agent") (on behalf of each of JPMorgan Chase Bank, N.A., as administrative agent (the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below and hereinafter referred to as the "Bank Secured Parties"), The Bank of New York, as trustee (the "Trustee") for the Secured Parties (as defined in the Indenture referred to below and hereinafter referred to as the "Bond Secured Parties") and the Additional Secured Parties (as defined in the Additional Loan Document referred to below) (if any), for the ratable benefit of the Additional Lenders (if any)). Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement and the Security Agreement.

WHEREAS, Telcordia Technologies, Inc., a Delaware corporation (the "Company"), has entered into a Credit Agreement dated as of June 29, 2007 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), with TTI Holding Corporation I, a Delaware corporation ("Holdings"), JPMorgan Chase Bank, N.A., as the L/C Issuer, the Swing Line Lender and the Administrative Agent, the other Agents named therein and the Lenders party thereto.

WHEREAS, the Company has entered into an Indenture dated as of June 29, 2007 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Indenture"), with Holdings, each subsidiary of Holdings identified therein and the Trustee.

WHEREAS, the Company may enter into Additional Loan Documents (as defined in the Secured Party Security Agreement Supplement).

WHEREAS, as a condition precedent to the making of the Loans and the issuance of Letters of Credit by the Lenders under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks from time to time, the performance of the Priority Cash Management Obligations, the purchase of Notes by the Holders, and the making of loans pursuant to the applicable Additional Loan Document (if any), each Grantor has executed and delivered that certain Security Agreement dated as of June 29, 2007 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent (on behalf of each of the Administrative Agent, the Trustee and the Additional Secured Parties (if any)).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent (on behalf of each of the Administrative Agent, for the ratable benefit of the Bank Secured Parties, the Trustee, for the ratable benefit of the Bond Secured Parties, and the Additional Secured Parties, and the Additional Secured

Parties (if any), for the ratable benefit of the Additional Lenders (if any)), a security interest in, among other property, certain Trademarks of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. Grant of Security. The Grantor hereby pledges and grants to the Collateral Agent (on behalf of each of the Administrative Agent, for the ratable benefit of the Bank Secured Parties, the Trustee, for the ratable benefit of the Bond Secured Parties, and the Additional Secured Parties, and the Additional Secured Parties (if any), for the ratable benefit of the Additional Lenders (if any)), a continuing security interest in all of such Grantor's right, title and interest in and to 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, including, without limitation:

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

(ii) each Trademark license to which the Grantor is a party, including, without limitation, each Trademark license referred to in Schedule 2 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto;

(iii) all registrations and applications for registration for any of the foregoing, together with all renewals thereof;

(iv) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(v) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the foregoing, including, without limitation, all Proceeds of and revenues from any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, all proceeds and damages relating thereto.

Section 2. No Transfer of Grantor's Rights. Except to the extent expressly permitted in the Credit Agreement, the Indenture and the Additional Loan Documents (if any), the Grantor agrees not to sell, license, exchange, assign, or otherwise

transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

Section 3. Security for Obligations. The grant of continuing security interest in the Trademark Collateral by the Grantor under this Trademark Security Agreement secures the payment of all Secured Obligations of such Grantor, now or hereafter existing under or in respect of the Finance Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

Section 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

Section 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 6. Grants, Rights and Remedies. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the U.S. Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent (on behalf of each of the Administrative Agent, the Trustee and the Additional Secured Parties (if any)) in connection with the Security Agreement and is expressly subject to the terms and conditions thereof and does not modify its terms or conditions or create any additional rights or obligations for any party thereto or hereto. The Security Agreement (and all rights and remedies of the Collateral Agent, the Administrative Agent, the Trustee and the Additional Secured Parties (if any) thereunder) shall remain in full force and effect in accordance with its terms.

Section 7. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

TELCORDIA TECHNOLOGIES, INC.

by 

\_\_\_\_\_  
Name: Joseph Giordano  
Title: Secretary

Address for Notices:  
One Telcordia Drive  
Piscataway, NJ 08854

GRANITE SYSTEMS, INC.

by 

\_\_\_\_\_  
Name: Joseph Giordano  
Title: Secretary

Address for Notices:  
One Telcordia Drive  
Piscataway, NJ 08854

**U.S. TRADEMARK REGISTRATIONS**

(See Attached)

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
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**U.S. TRADEMARK APPLICATIONS**

(See Attached)

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
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## Trademarks of Granite Systems, Inc.

### U.S. Registered Trademarks:

Xperworx	No. 2,676,049	Registered January 21, 2003
Xpercom	No. 2,514,467	Registered December 4, 2001
ipeX	No. 2,615,081	Registered September 3, 2002
Xperweb	No. 2,544,091	Registered March 5, 2002
Xng	No. 2,605,851	Registered August 6, 2002
gatewayXng	No. 2,821,048	Registered March 9, 2004
worXng	No. 2,821,047	Registered March 9, 2004
viewXng	No. 2,821,046	Registered March 9, 2004
ipeXng	No. 2,819,482	Registered March 2, 2004
webXng	No. 2,824,817	Registered March 23, 2004

### CTM Registered Trademarks:

Granite	No. 2,377,638	Registered March 31, 2003
Company logo design	No. 2,378,636	Registered January 20, 2003
Xpercom	No. 2,377,752	Registered October 15, 2002
Xng	No. 2,377,620	Registered April 6, 2004
Granite Systems	No. 2,377,935	Registered May 12, 2004



**TRADEMARK LICENSES**

(None)