

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nortel Networks Limited		03/19/2010	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Ciena Luxembourg S.a.r.l.		
Street Address:	560 A, rue de Neudorf, L-2220		
City:	Luxembourg, Grand-Duchy of Luxembourg		
State/Country:	LUXEMBOURG		
Entity Type:	a Societee a responsabilite limitee: LUXEMBOURG		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2659766	OPTERA	
Registration Number:	1670754	S/DMS TRANSPORTNODE	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	043607-0002		
DOMESTIC REPRESENTATIVE			
Name:	Perry J. Viscounty		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		

OP \$65.00 2659766

900159326

**TRADEMARK
 REEL: 004183 FRAME: 0499**

NAME OF SUBMITTER:	Anna T Kwan
Signature:	/Anna T Kwan/
Date:	04/09/2010
Total Attachments: 7 source=TM Assignment from Nortel Networks Limited to Ciena#page1.tif source=TM Assignment from Nortel Networks Limited to Ciena#page2.tif source=TM Assignment from Nortel Networks Limited to Ciena#page3.tif source=TM Assignment from Nortel Networks Limited to Ciena#page4.tif source=TM Assignment from Nortel Networks Limited to Ciena#page5.tif source=TM Assignment from Nortel Networks Limited to Ciena#page6.tif source=TM Assignment from Nortel Networks Limited to Ciena#page7.tif	

ASSIGNMENT OF TRADEMARK RIGHTS

THIS TRADEMARK ASSIGNMENT (this “**Trademark Assignment**”) is made and entered into as of March 19, 2010 (“**Effective Date**”) by and between Nortel Networks Limited, a corporation incorporated under the laws of Canada (“**Assignor**”) and Ciena Luxembourg S.a.r.l., a Société à responsabilité limitée organized under the laws of the Grand Duchy of Luxembourg (“**Assignee**”).

WHEREAS, pursuant to that certain Amended and Restated Asset Sale Agreement dated November 24, 2009, as amended from time to time, by and between Nortel Networks Corporation, a corporation organized under the laws of Canada (“**NNC**”), Assignor, Nortel Networks Inc., a corporation organized under the laws of Delaware (“**NNI**” and, together with NNC and Assignor, the “**Main Sellers**”), the affiliates of the Main Sellers listed in Exhibit A of the Amended and Restated Asset Sale Agreement (the “**Other Sellers**” and, together with the Main Sellers, the “**Sellers**”) and Ciena Corporation, a corporation incorporated under the law of the State of Delaware (“**Ciena**”) and certain of their affiliates (the “**Asset Sale Agreement**”), the Sellers agreed to assign to Assignee their entire right, title and interest in and to the trademarks set forth on Schedule A attached hereto (the “**Registered Assigned Trademarks**”);

WHEREAS, Assignor owns all right, title and interest in and to the Registered Assigned Trademarks.

WHEREAS, pursuant to the Asset Sale Agreement, Ciena designated Assignee as a Designated Purchaser (as defined therein) with respect to, among other things, the Registered Assigned Trademarks and the unregistered names set forth on Schedule B (collectively the “**Assigned Trademarks**”), permitting Assignee to purchase, be assigned and assume the Sellers’ respective right, title and interest to the Assigned Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, Assignor’s entire right, title and interest in and to the Registered Assigned Trademarks, for the United States and for all foreign countries, including, but not limited to, all benefits, privileges, causes of action, and remedies relating to such Registered Assigned Trademarks, including, without limitation, the exclusive rights to (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) bring actions and recover damages for past and future infringement or other unauthorized use thereof, (c) grant licenses or other interests therein and (d) otherwise fully and entirely stand in the place of Assignor in all matters related thereto. The foregoing includes, and Assignor hereby sells, assigns, transfers and conveys to Assignee, all goodwill symbolized by the Registered Assigned Trademarks.

Assignor does hereby sell, assign, transfer and set over to Assignee, Assignor’s entire right, title and interest in and to the unregistered names set forth on Schedule B (and any goodwill, if any, symbolized by such names), to the extent that Assignor owns any proprietary rights to such names and provided that they are not used in any of the Nortel Retained Businesses, as that term is defined in the Intellectual Property License Agreement entered into by Assignor and Assignee in accordance with the terms of the Asset Sale Agreement.

Assignor authorizes and requests the appropriate government authority to record Assignee as owner of the Registered Assigned Trademarks.

Assignor shall take all actions and execute and deliver such other documents that Assignee may reasonably request at Assignee's cost, to effect the terms of this Trademark Assignment and to perfect Assignee's title in and to those Registered Assigned Trademarks assigned to it hereunder.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed by its duly authorized representatives as of the Effective Date.

NORTEL NETWORKS LIMITED	
By: <u>P&B</u>	Witnessed by: <u>[Signature]</u>
Name: Paviter S. Binning	Name: <u>Taneia Wogker</u>
Title: Executive Vice President, Chief Financial Officer and Chief Restructuring Officer	Title: <u>Board Services</u>
Date: <u>17 March 2010</u>	
At: <u>City of Mississauga, Ontario</u>	
By: <u>[Signature]</u>	Witnessed by: <u>[Signature]</u>
Name: Anna Ventresca	Name: <u>Taneia Wogker</u>
Title: General Counsel – Corporate and Corporate Secretary	Title: <u>Board Services</u>
Date: <u>17 March 2010</u>	
At: <u>City of Mississauga, Ontario</u>	

Province of Ontario
 City of Mississauga

On this 17th day of March 2010, before me personally appeared PAVITER S. BINNING and ANNA VENTRESCA, both known to me, who being duly sworn, did depose and say that the foregoing Trademark Assignment was made for the purposes and considerations so stated, and that they were authorized to act on behalf of Nortel Networks Limited in entering into such Trademark Assignment.

Robert Karl Timberg
 Notary Public: ROBERT KARL TIMBERG
 My commission expires: _____
My commission is for life

[Signature page to Trademark Assignment]

ACKNOWLEDGED BY:

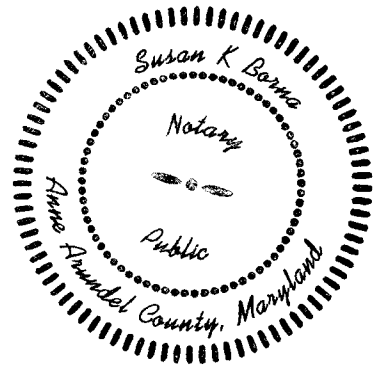
CIENA LUXEMBOURG S.A.R.L.

By: *David M. Rothenstein*
Name: David M. Rothenstein
Title: Type A Member

State of Maryland)
City of: Linthicum) ss.

On this 18th day of March 2010, before me personally appeared David M. Rothenstein, known to me, who being duly sworn, did depose and say that the foregoing Trademark Assignment was made for the purposes and considerations so stated, and that they were authorized to act on behalf of Ciena Luxembourg S.a.r.l. in acknowledging such Trademark Assignment.

Susan K Barba
Notary Public: *Susan Barba*
My commission expires: 9/23/2012



[Signature page to Trademark Assignment]

Schedule A

Registered Assigned Trademarks

<i>Trademark</i>	<i>Country</i>	<i>Owner</i>	<i>Regn Number</i>	<i>Regn Date</i>
OPTERA	Australia	Nortel Networks Limited	911289	3/29/2004
OPTERA	Canada	Nortel Networks Limited	599743	1/16/2004
OPTERA	Chile	Nortel Networks Limited	634867	7/2/2002
OPTERA	Chile	Nortel Networks Limited	634851	7/2/2002
OPTERA	Chile	Nortel Networks Limited	637257	7/25/2002
OPTERA	Chile	Nortel Networks Limited	634852	7/2/2002
OPTERA	Japan	Nortel Networks Limited	4382746	5/12/2000
OPTERA	Mexico	Nortel Networks Limited	752740	6/27/2002
OPTERA	Mexico	Nortel Networks Limited	747104	5/16/2002
OPTERA	Mexico	Nortel Networks Limited	747103	5/16/2002
OPTERA	Mexico	Nortel Networks Limited	747102	5/16/2002
OPTERA	Peru	Nortel Networks Limited	33512 [00033512]	8/28/2003
OPTERA	Peru	Nortel Networks Limited	29498 [00029498]	6/7/2002
OPTERA	United States	Nortel Networks Limited	2659766	12/10/2002

<i>Trademark</i>	<i>Country</i>	<i>Owner</i>	<i>Regn Number</i>	<i>Regn Date</i>
PRESIDE	Argentina	Nortel Networks Limited	1866665	4/22/2002
PRESIDE	Argentina	Nortel Networks Limited	1819234	2/19/2001
PRESIDE	Australia	Nortel Networks Limited	807214	9/15/1999
PRESIDE	Brazil	Nortel Networks Limited	822007592	12/28/2004
PRESIDE	Brazil	Nortel Networks Limited	822007584	10/14/2003
PRESIDE	Canada	Nortel Networks Limited	558886	3/6/2002
PRESIDE	Chile	Nortel Networks Limited	633782	6/24/2002
PRESIDE	Colombia	Nortel Networks Limited	226575	3/30/2000
PRESIDE	Colombia	Nortel Networks Limited	229815	3/23/2000
PRESIDE	CTM	Nortel Networks Limited	001307321	10/20/2000
S/DMS TRANSPORTNODE	Austria	Nortel Networks Limited	131 622	7/24/1990
S/DMS TRANSPORTNODE	France	Nortel Networks Limited	1581148	3/20/1990
S/DMS TRANSPORTNODE	Germany	Nortel Networks Limited	1177142	6/3/1991
S/DMS TRANSPORTNODE	Italy	Nortel Networks Limited	889081	12/9/1992
S/DMS TRANSPORTNODE	Sweden	Nortel Networks Limited	249319	5/28/1993
S/DMS TRANSPORTNODE	Turkey	Nortel Networks Limited	131432	5/13/1991
S/DMS TRANSPORTNODE	United States	Nortel Networks Limited	1670754	12/31/1991
S/DMS TRANSPORTNODE	Korea	Nortel Networks Limited	577315	3/13/2004

Schedule B

Unregistered Names

Adaptive Optical Engine
Common Photonic Layer
Ethernet Access Business Unit
Ethernet Access Residential Unit
Ethernet Access Service Terminal
Metro Ethernet Management
Metro Ethernet Service Unit
Optical Cross Connect
Optical Long Haul
Optical Metro (OM)
Optical Multiservice Edge (OME)
Optical Network Manager
Optical Network Security Management
Optical Packet Edge System
Optical TN
Provider Backbone Bridges (PBB)
Provider Backbone Transport (PBT)
Wavelength Passive Unit