

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
Ciena Luxembourg S.a.r.l.		03/19/2010	Societee a responsabilite limitee: LUXEMBOURG
RECEIVING PARTY DATA			
Name:	Ciena Corporation		
Street Address:	1201 Winterson Road		
City:	Linthicum		
State/Country:	MARYLAND		
Postal Code:	20190		
Entity Type:	CORPORATION: DELAWARE		
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		
NAME OF SUBMITTER:	Anna T Kwan		
Signature:	/Anna T Kwan/		

OP \$65.00 2659766

Date:

04/12/2010

Total Attachments: 4

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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 Ciena Luxembourg S.a.r.l., a Société à responsabilité limitée organized under the laws of the Grand Duchy of Luxembourg having a share capital of USD 20,000, having its registered office at 560 A, rue de Neudorf, L-220, Luxembourg, Grand-Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 150984 (“**Assignor**”), and Ciena Corporation, a corporation incorporated under the laws of the State of Delaware having its executive offices at 1201 Winterson Road, Linthicum, Maryland 20190 (“**Assignee**”).

WHEREAS, Nortel Networks Limited, a corporation incorporated under the laws of Canada (“**NNL**”) and certain of its affiliates, on the one hand, and Assignee and certain of its affiliates, including Assignor, on the other hand, entered into an amended and restated asset sale agreement dated as of November 24, 2009, as amended from time to time (the “**Asset Sale Agreement**”) and certain ancillary agreements pursuant to which, among other things, NNL assigned to Assignor, among other assets, NNL’s entire right, title and interest in and to the United States trademarks set forth on Schedule A attached hereto (collectively, the “**Registered Assigned Trademarks**”), as well as certain other trademarks issued by or registered with other countries and jurisdictions and certain unregistered names;

WHEREAS, Assignor and Assignee entered into an Intellectual Property Sale and Assignment Agreement as of the Effective Date pursuant to which Assignor sold, assigned, transferred and set over to Assignee, and Assignee assumed, all of Assignor’s right, title and interest in and to the Registered Assigned Trademarks and certain other intellectual property; and

WHEREAS, Assignor and Assignee wish to document such assignment of the Registered Assigned Trademarks in a form that is suitable for recordation with the United States Patent and Trademark Office.

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, 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 authorizes and requests the United States Patent and Trademark Office 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 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.

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SIGNATURE PAGE FOLLOWS]

Schedule A

Registered Assigned Trademarks

<i>Trademark</i>	<i>Country</i>	<i>Owner</i>	<i>Regn Number</i>	<i>Regn Date</i>
OPTERA	United States	Ciena Luxembourg S.a.r.l.	2659766	12/10/2002
S/DMS TRANSPORTNODE	United States	Ciena Luxembourg S.a.r.l.	1670754	12/31/1991