

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TELCORDIA TECHNOLOGIES, INC.		04/30/2010	CORPORATION: DELAWARE
GRANITE SYSTEMS, INC.		04/30/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	WILMINGTON TRUST COMPANY, as Second Lien Agent
Street Address:	Rodney Square North, 1100 Market St.
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	Association: UNITED STATES

**PROPERTY NUMBERS Total: 27**

Property Type	Number	Word Mark
Registration Number:	1806078	COMMON LANGUAGE
Registration Number:	2666292	TT
Registration Number:	2124932	ISCP
Registration Number:	2252772	LOCATEIT
Registration Number:	1714632	MARCH
Registration Number:	2271753	NMA
Registration Number:	1692707	ORATOR
Registration Number:	2720486	SERVICEGATE
Registration Number:	1865181	SWITCH
Registration Number:	2635268	TELCORDIA
Registration Number:	2672146	TELCORDIA
Registration Number:	2631616	TELCORDIA
Registration Number:	2642849	TELCORDIA

OP \$690.00 1806078

Registration Number:	2631702	TELCORDIA TECHNOLOGIES
Registration Number:	2635234	TELCORDIA TECHNOLOGIES
Registration Number:	2635235	TELCORDIA TECHNOLOGIES
Registration Number:	2659229	TELCORDIA TECHNOLOGIES
Registration Number:	1436320	TIRKS
Registration Number:	2692864	TT
Registration Number:	2680764	TT
Registration Number:	2680763	TT
Registration Number:	3178892	ELEMENTIVE
Registration Number:	2821048	GATEWAYXNG
Registration Number:	2821047	WORXNG
Registration Number:	2821046	VIEWXNG
Registration Number:	2819482	IPEXNG
Registration Number:	2824817	WEBXNG

**CORRESPONDENCE DATA**

Fax Number: (866)826-5420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 301-638-0511  
Email: ipresearchplus@comcast.net  
Correspondent Name: IP Research Plus, Inc.  
Address Line 1: 21 Tadcaster Circle  
Address Line 2: attn: Penelope J.A. Agodoa  
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	35688
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	06/13/2010

Total Attachments: 9  
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## SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated as of April 30, 2010, is made by Telcordia Technologies, Inc., a Delaware corporation (“TTI”), and Granite Systems, Inc., a Delaware corporation (“GSI” and, together with TTI, the “Grantors”), in favor of Wilmington Trust Company, as Second Lien Agent (the “Second Lien Agent”). Capitalized terms not defined herein shall have the meanings ascribed to them in the Indenture or the Second Lien Security Agreement, as applicable.

WHEREAS, TTI has entered into the Indenture dated as of April 30, 2010 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “Indenture”), with the Guarantors named therein, The Bank of New York Mellon, as trustee, and Wilmington Trust Company, as second lien agent.

WHEREAS, as a condition precedent to the purchase of Notes by the Holders, each Grantor has executed and delivered that certain Second Lien Security Agreement dated as of April 30, 2010 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “Second Lien Security Agreement”), in favor of the Second Lien Agent.

WHEREAS, under the terms of the Second Lien Security Agreement, each Grantor has granted to the Second Lien Agent a security interest in, among other property, certain Trademarks of such Grantor, and has 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, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby pledges and grants to the Second Lien Agent 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 such 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 such 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.

Notwithstanding the foregoing, in no event shall the Trademark Collateral include any application for registration of a Trademark filed with the U.S Patent and Trademark Office on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the U.S Patent and Trademark Office, at which time such Trademark shall cease to be Excluded Property.

Section 2. No Transfer of Grantor's Rights. Except to the extent expressly permitted in the Indenture, each 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 each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor, now or hereafter existing under or in respect of the Indenture 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. Each 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 each 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 Second Lien Agent in connection with the Second Lien 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 Second Lien Security Agreement (and all rights and remedies of the Second Lien Agent thereunder) shall remain in full force and effect in accordance with its terms.

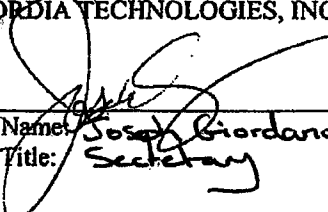
Section 7. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of page intentionally left blank]

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.

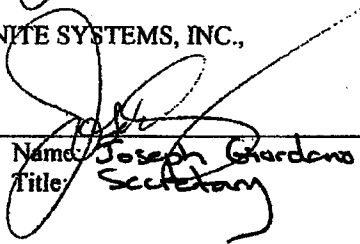
TELCORDIA TECHNOLOGIES, INC.,

by

  
Name: Joseph Giordano  
Title: Secretary

GRANITE SYSTEMS, INC.,

by

  
Name: Joseph Giordano  
Title: Secretary

[Signature Page to Telcordia Second Lien Trademark Security Agreement]  
[[NYCORP:3212676]]

TRADEMARK  
REEL: 004223 FRAME: 0697

WILMINGTON TRUST COMPANY, as  
Second Lien Agent,

by

  
\_\_\_\_\_  
Name:  
Title:

**James A. Hanley**  
**Vice President**



**TRADEMARKS**

<b>Owner</b>	<b>Mark</b>	<b>Jurisdiction</b>	<b>(App. No.)/Reg. No.</b>	<b>(App. Date)/Reg. Date</b>
Telcordia Technologies, Inc.	COMMON LANGUAGE	UNITED STATES	1,806,078	11/23/1993
Telcordia Technologies, Inc.	DOUBLE "T" DESIGN	UNITED STATES	2,666,292	12/24/2002
Telcordia Technologies, Inc.	ISCP	UNITED STATES	2,124,932	12/30/1997
Telcordia Technologies, Inc.	LOCATEIT	UNITED STATES	2,252,772	6/15/1999
Telcordia Technologies, Inc.	MARCH	UNITED STATES	1,714,632	9/8/1992
Telcordia Technologies, Inc.	NMA	UNITED STATES	2,271,753	8/24/1999
Telcordia Technologies, Inc.	ORATOR	UNITED STATES	1,692,707	6/9/1992
Telcordia Technologies, Inc.	SERVICEGATE	UNITED STATES	2,720,486	3/3/2003
Telcordia Technologies, Inc.	SWITCH	UNITED STATES	1,865,181	11/29/1994
Telcordia Technologies, Inc.	TELCORDIA	UNITED STATES	2,635,268	10/15/2002
Telcordia Technologies, Inc.	TELCORDIA	UNITED STATES	2,672,146	1/7/2003
Telcordia Technologies, Inc.	TELCORDIA	UNITED STATES	2,631,616	10/8/2002
Telcordia Technologies, Inc.	TELCORDIA	UNITED STATES	2,642,849	10/29/2002
Telcordia Technologies, Inc.	TELCORDIA TECHNOLOGIES	UNITED STATES	2,631,702	10/8/2002
Telcordia Technologies, Inc.	TELCORDIA TECHNOLOGIES	UNITED STATES	2,635,234	10/15/2002
Telcordia Technologies, Inc.	TELCORDIA TECHNOLOGIES	UNITED STATES	2,635,235	10/15/2002
Telcordia Technologies, Inc.	TELCORDIA TECHNOLOGIES	UNITED STATES	2,659,229	12/10/2002
Telcordia Technologies, Inc.	TIRKS	UNITED STATES	1,436,320	4/14/1987
Telcordia Technologies, Inc.	TT	UNITED STATES	2,692,864	3/4/2003

Telcordia Technologies, Inc.	TT	UNITED STATES	2,680,764	1/28/2003
Telcordia Technologies, Inc.	TT	UNITED STATES	2,680,763	1/28/2003
Telcordia Technologies, Inc.	ELEMENTIVE	UNITED STATES	3,178,892	12/5/2006
Granite Systems, Inc.	GATEWAYXNG	UNITED STATES	2,821,048	03/09/2004
Granite Systems, Inc.	WORXNG	UNITED STATES	2,821,047	03/09/2004
Granite Systems, Inc.	VIEWXNG	UNITED STATES	2,821,046	03/09/2004
Granite Systems, Inc.	IPEXNG	UNITED STATES	2,819,482	03/02/2004
Granite Systems, Inc.	WEBXNG	UNITED STATES	2,824,817	03/23/2004

Schedule 2  
to Second Lien Trademark  
Security Agreement

**TRADEMARK LICENSES**

**None.**

[[3212676]]

**RECORDED: 06/13/2010**

**TRADEMARK  
REEL: 004223 FRAME: 0701**