

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NORTEL NETWORKS LIMITED		05/27/2010	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GENBAND US LLC		
<b>Street Address:</b>	3605 E. PLANO PARKWAY, SUITE 100		
<b>City:</b>	PLANO		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75074		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1109917	D M S	
Registration Number:	2750927	SUCCESSION	
Registration Number:	1613373	SUPERNODE	
Registration Number:	1037809	TOPS	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(214)661-4691		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214.953.6691		
Email:	b.k.drinkwater@bakerbotts.com		
Correspondent Name:	B.K. Drinkwater, c/o Baker Botts L.L.P.		
Address Line 1:	2001 Ross Avenue, Suite 600		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	066303.0275		
NAME OF SUBMITTER:	B.K. Drinkwater		

CH \$115.00 1109917

Signature:	/B.K. Drinkwater/
Date:	08/25/2010
Total Attachments: 7 source=Namia TM Nortel#page1.tif source=Namia TM Nortel#page2.tif source=Namia TM Nortel#page3.tif source=Namia TM Nortel#page4.tif source=Namia TM Nortel#page5.tif source=Namia TM Nortel#page6.tif source=Namia TM Nortel#page7.tif	

**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT ("Assignment") is entered into as of May 28, 2010, between NORTEL NETWORKS LIMITED, a corporation duly incorporated under the laws of Canada, having its executive offices at 195 The West Mall, Toronto, Ontario, Canada ("NNL," the "Assignor") and GENBAND US LLC, a limited liability company organized under the laws of Delaware ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement.

WHEREAS, Assignor and GENBAND Inc., a Delaware corporation ("GENBAND"), are parties to the Asset Sale Agreement, dated December 22, 2009 (the "Purchase Agreement") pursuant to which Assignor has sold, and GENBAND has purchased, certain assets of Assignor, including, without limitation, the trademark registrations and applications for registration therefor identified and set forth on Schedule A attached hereto (such trademark registrations and applications, the "Marks");

WHEREAS, GENBAND has assigned its rights and obligations under the Purchase Agreement to certain Designated Purchasers, including Assignee; and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor's right, title and interest in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Assignor and the Assignee each hereby agree as follows:

1. Assignor hereby assigns to Assignee, and Assignee hereby accepts the assignment of, all of Assignor's right, title and interest in, to and under the Marks, including the registrations and registration applications therefor and all common law rights therein, together with the goodwill associated therewith, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with (A) all income, royalties, damages and payments due or payable after the date hereof relating to the Marks, except for (x) any income, royalties, damages and payments from claims asserted prior to the date hereof or payment obligations accrued for periods prior to the date hereof, whether or not due or payable after the date hereof, and (y) any income or royalties payable under any contract, arrangement or agreement other than the Assigned Contracts; (B) the right, if any, to register, prosecute, maintain and defend the Marks before any public or private agency or registrar; and (C) the right to sue and recover damages or other compensation for past, present or future infringements, dilutions, misappropriations, or other violations thereof, the right to sue and obtain equitable relief in respect of such infringements, dilutions, misappropriations and other violations, and the right to fully and entirely stand in the place of the Assignor in all matters related thereto.

**EXECUTION VERSION**  
**confidential**

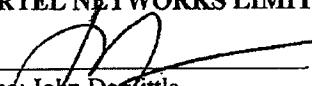
2. Assignor hereby requests the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Marks.
3. At Assignee's expense, Assignor shall execute and deliver to Assignee, its successors and assigns, and their legal representatives such documents and provide such assistance as Assignee or any such other person or entity may reasonably request in connection with effectuating this Assignment and perfecting Assignee's title in, to and under the Marks.
4. Except as expressly provided in the Purchase Agreement, Assignor makes no warranties, express or implied, with respect to the Marks.
5. This Assignment shall be governed by the governing law provision of the Purchase Agreement. In the event of conflict between the provisions herein and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern. Notwithstanding any other provision of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, merge with, modify, replace, amend change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions set forth in the Purchase Agreement nor shall this Assignment reduce, expand or enlarge any remedies under the Purchase Agreement. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by the Parties hereto. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

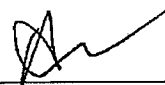
END OF PAGE  
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, this Assignment has been executed by the duly authorized representatives of the Parties the day and year first above written.

**ASSIGNOR**

**NORTEL NETWORKS LIMITED**

By:   
Name: John Doonittle  
Title: SVP, Corporate Services and  
Chief Financial Officer  
Address: 5945 Airport Road, Suite 360  
Mississauga, Ontario, Canada L4V 1R9


By:   
Name: Anna Ventresca  
Title: General Counsel-Corporate and  
Corporate Secretary  
Address: 5945 Airport Road, Suite 360  
Mississauga, Ontario, Canada L4V 1R9

Signature Page  
Short Form Mark Assignment

IN WITNESS WHEREOF, this Assignment has been executed by the duly authorized representatives of the Parties the day and year first above written.

**ASSIGNEE**

**GENBAND US LLC**

By:   
Name: Shauna Martin  
Title: Executive Vice-President and  
General Counsel  
Address: 3605 E. Plano Pkwy, Suite 100  
Plano, Texas 75074

[Trademark Assignment - GENBAND US LLC]

**TRADEMARK**  
**REEL: 004266 FRAME: 0969**



STATE OF Texas }

COUNTY OF Collin }

Before me, the undersigned, a notary public in and for said County and State, personally appeared Shawna Martin, an authorized representative of GENBAND US LLC, a Delaware limited liability company, who acknowledged the execution of the foregoing Patent Assignment to be ~~his~~ <sup>her</sup> voluntary act and deed on behalf of said company.

WITNESS MY HAND AND SEAL THIS 24 day of may, 2010.

Karen Eves  
Notary Public

Printed: Karen Eves

My Commission Expires: 7-9-13



[Trademark Assignment - GENBAND US LLC]

TRADEMARK  
REEL: 004266 FRAME: 0971



**Schedule A  
to Trademark Assignment**

<i>Trademark</i>	<i>Country</i>	<i>Owner<sup>1</sup></i>	<i>Appln #</i>	<i>Appln Filing Date</i>	<i>Regn #</i>	<i>Regn Issued Date</i>	<i>Current Status</i>
DMS	Bahamas	Nortel Networks Ltd.	26105	8/13/2003	26105	10/25/2007	Registration
DMS (design mark)	United States	Nortel Networks Ltd	73132389	6/30/1977	1109917	12/26/1978	Registration
SUCCESSION*	United States	Nortel Networks Ltd.	76203980	2/2/2001	2750927	8/12/2003	Registration
SUPERNODE*	United States	Nortel Networks Ltd.	73687267	10/1/1987	1613373	9/11/1990	Registration
TOPS	United States	Nortel Networks Ltd.	73041757	1/15/1975	1037809	4/13/1976	Registration

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<sup>1</sup> *Nortel to confirm ownership for all marks*