

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Trademark Assignment	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Nortel Networks Limited	FORMERLY Northern Telecom Limited	03/11/2011	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Telefonaktiebolaget L M Ericsson (publ)		
<b>Street Address:</b>	Torshamnsgatan 23, Kista		
<b>City:</b>	Stockholm		
<b>State/Country:</b>	SWEDEN		
<b>Entity Type:</b>	CORPORATION: SWEDEN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1896819	PASSPORT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)492-0364		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	mcarbullido@paulweiss.com, aashville@paulweiss.com		
<b>Correspondent Name:</b>	Mitchel R. Carbullido		
<b>Address Line 1:</b>	1285 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6064		
<b>ATTORNEY DOCKET NUMBER:</b>	18693-007		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			
<b>Address Line 2:</b>			
<b>Address Line 3:</b>			
<b>Address Line 4:</b>			

CH \$40.00 1896819

NAME OF SUBMITTER:	Mitchel R. Carbullido
Signature:	/Mitchel R. Carbullido/
Date:	03/18/2011
<b>Total Attachments: 7</b> source=Ericsson Nortel Trademark Assignment#page1.tif source=Ericsson Nortel Trademark Assignment#page2.tif source=Ericsson Nortel Trademark Assignment#page3.tif source=Ericsson Nortel Trademark Assignment#page4.tif source=Ericsson Nortel Trademark Assignment#page5.tif source=Ericsson Nortel Trademark Assignment#page6.tif source=Ericsson Nortel Trademark Assignment#page7.tif	

**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT ("Assignment") is entered into as of the 11th day of March, 2011, by Nortel Networks Limited, formerly known as Northern Telecom Limited, a corporation organized under the laws of Canada ("Assignor") in favor of Telefonaktiebolaget L M Ericsson (publ), a corporation organized under the laws of Sweden ("Assignee") (collectively, the "Parties" and each a "Party").

WHEREAS, Assignor and Assignee are parties to the Asset Sale Agreement, dated September 24, 2010 (the "Purchase Agreement") pursuant to which Assignor has agreed to assign to Assignee and Assignee has agreed to acquire certain assets of Assignor, including, without limitation, the trademark registrations and applications for registration therefor identified and set forth on Schedule A attached hereto, and all goodwill associated therewith (such trademark registrations and applications, the "Marks"); and

WHEREAS, the Assignor has additional or former offices at 2351 Boulevard Alfred-Nobel, St. Laurent, Quebec, Canada; World Trade Center of Montreal, 380 St. Antoine Street West, 8<sup>th</sup> Floor, Montreal, Quebec, Canada; and 195 The West Mall, Toronto Ontario Canada; and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest in and to the Marks and all goodwill associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby agrees:

1. All capitalized terms not defined herein shall have their respective meanings defined in the Purchase Agreement.
2. Assignment. Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, and its successors and assigns, and Assignee hereby acquires from Assignor and accepts the sale, assignment, conveyance, transfer and delivery of, all of Assignor's right, title and interest in, to and under the Marks, together with the goodwill associated therewith, together with all claims against Third Parties for infringements, misappropriations or other violation of any Law with respect to any of the Marks whether for any past, present or future infringement, misappropriation or other violation of the Marks and together with all rights as opponent in any opposition proceedings.
3. Ownership. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor's right, title and interest in, to and under the Marks.
4. Further Assurances. Assignor shall take all actions and execute and deliver such other documents that Assignee may reasonably request to effect the terms of this Assignment and to perfect Assignee's title in, to and under the Marks, including, without limitation,

entering into individual trademark assignment agreements for the purposes of evidencing and recording Assignee's rights in the Marks.

5. No Warranties. Except as expressly provided in the Purchase Agreement, Assignor makes no warranties, express or implied, with respect to the Marks.
  
6. Recordation. The Parties agree that Assignee may record this Assignment in the United States Patent and Trademark Office or any similar office or agency anywhere in the world.
  
7. Miscellaneous. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of New York applicable hereto. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by the Parties hereto. The failure of any Party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. In the event of a conflict between the provisions herein and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern. This Assignment shall bind and inure to the benefit of the respective Parties and their assigns, transferees and successors. This Assignment and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

END OF PAGE  
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

**NORTEL NETWORKS LIMITED, f/k/a  
Northern Telecom Limited**

By:   
Name: John M. Doolittle

Title: Senior Vice President, Corporate  
Services and Chief Financial Officer

By:   
Name: Anna Ventresca

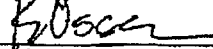
Title: General Counsel-Corporate and  
Corporate Secretary

*[Signature Page to Trademark Assignment]*

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Accepted and Agreed as of the date first above written.

TELEFONAKTIEBOLAGET L M  
ERICSSON (publ)

By:   
Name: PER OLINSSON  
Title: HEAD OF MERCH. & ACQUIS. DIV.

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

[Signature Page to Trademark Assignment]

**Schedule A**

<i>Trademark</i>	<i>Country</i>	<i>Owner</i>	<i>Appln Filing Date</i>	<i>Appln #</i>	<i>Regn Granted Date</i>	<i>Regn #</i>
CONCORDE	Canada	Nortel Networks Limited	11/26/1993	742275	10/25/1996	464815
DPN	Canada	Nortel Networks Limited	01/22/1986	555974	11/21/1986	320993
DPN	Czech Republic	Nortel Networks Limited	04/02/1992	67706	07/22/1994	178430
DPN	New Zealand	Nortel Networks Limited	07/28/1992	220237	08/27/1996	220237
DPN	Portugal	Nortel Networks Limited	02/21/1989	253485	08/02/1991	253485
DPN	Slovak Republic	Nortel Networks Limited	04/02/1992	67706	11/21/1995	176176
DPN (design mark)	New Zealand	Nortel Networks Limited	06/19/1989	194049	08/28/1995	194049
MAGELLAN	Hong Kong	Nortel Networks Limited	02/12/1993	199503723	05/09/1995	199503723
MAGELLAN	Switzerland	Nortel Networks Limited	02/17/1993	1496/1993	09/20/1993	405554
MAGELLAN	United Kingdom	Nortel Networks Limited	02/11/1993	1526651	08/29/1995	1526651
MAGELLAN DPN	Japan	Nortel Networks Limited	07/16/1998	10-60934	04/20/2001	4468307
MAGELLAN PASSPORT	Hong Kong	Nortel Networks Limited	06/14/1996	199804205	05/05/1998	199804205
MAGELLAN PASSPORT	Japan	Nortel Networks Limited	02/29/1996	08-021038	12/05/1997	4088049
PASSPORT	Australia	Nortel Networks Limited	02/25/1993	596858	02/25/1993	596858
PASSPORT	Benelux	Nortel Networks Limited	03/03/1993	75109	03/03/1993	532301
PASSPORT	Brunei Darussalam	Nortel Networks Limited	12/02/1997	28751	04/01/1999	24055
PASSPORT	Canada	Nortel Networks Limited	02/25/1993	723314	03/15/1996	455162
PASSPORT	China, People's Republic of (PRC)	Nortel Networks Limited	09/24/2001	2001179218	02/07/2003	1980996

[Schedule to Trademark Assignment]

PASSPORT	Colombia	Nortel Networks Limited	04/05/2005	05029396	12/29/2005	308915
PASSPORT	Colombia	Nortel Networks Limited	05/23/1996	96026334	02/18/1997	194261
PASSPORT	CTM	Nortel Networks Limited	09/21/2001	2384311	11/20/2002	2384311
PASSPORT	Ecuador	Nortel Networks Limited	01/26/1998	84800	10/15/1999	2553
PASSPORT	France	Nortel Networks Limited	03/03/1993	93/457861	08/13/1993	93457861
PASSPORT	Germany	Nortel Networks Ltd	03/11/1993	N 25 529	03/30/1994	DE2061205
PASSPORT	Hong Kong	Nortel Networks Limited	03/19/2003	200407550	08/24/2004	200407550
PASSPORT	India	Nortel Networks Limited	02/10/2003	1174040	05/18/2005	372388
PASSPORT	Israel	Nortel Networks Limited	09/10/1997	114768	11/12/2001	114768
PASSPORT	Israel	Nortel Networks Limited	09/11/1997	114769	08/05/1998	114769
PASSPORT	Italy	Nortel Networks Limited	10/08/2002	MI2002C009 685	05/23/2006	0001008998
PASSPORT	Jamaica	Nortel Networks Limited	05/16/2003	43909	10/14/2004	43909
PASSPORT	Japan	Nortel Networks Limited	11/13/1984	1984118715	07/31/1991	2323269-2
PASSPORT	Netherlands Antilles	Nortel Networks Limited	06/22/2004	D-400309	07/12/2004	10655
PASSPORT	Norway	Nortel Networks Ltd	03/20/2003	200302642	01/06/2006	230341
PASSPORT	Singapore	Nortel Networks Limited	03/17/2003	T03/03486E	03/17/2003	T03/03486E
PASSPORT	Switzerland	Nortel Networks Limited	02/26/1993	1865/1993	10/06/1993	405885
PASSPORT	United Kingdom	Nortel Networks Limited	02/25/1993	1528120	06/24/1994	1528120
PASSPORT	United States	Nortel Networks Limited	03/11/1993	74367129	05/30/1995	1896819
SHASTA (Retired)	Canada	Nortel Networks Limited	1/12/1999	1001802-00	1/22/2002	TMA556723
SHASTA (Retired)	Chile	Nortel Networks Limited	1/24/2002	556412	6/24/2002	633783
SHASTA (Expired)	Australia	Nortel Networks Limited	1/12/1999	782848	1/12/1999	782848

[Schedule to Trademark Assignment]

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**TRADEMARK**  
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SHASTA (Expired)	CTM	Nortel Networks Limited	1/12/1999	1039858	3/15/2000	1039858
VECTOR	Canada	Nortel Networks Limited	06/08/1995	784572-00	10/29/1997	TMA484865

*[Schedule to Trademark Assignment]*

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**RECORDED: 03/18/2011**

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