

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilmington Trust Company, as second lien agent		01/11/2012	Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Telcordia Technologies, Inc.
Street Address:	One Telcordia Drive
City:	Piscataway
State/Country:	NEW JERSEY
Postal Code:	08854
Entity Type:	CORPORATION: DELAWARE

Name:	Granite Systems, Inc.
Street Address:	One Telcordia Drive
City:	Piscataway
State/Country:	NEW JERSEY
Postal Code:	08854
Entity Type:	CORPORATION: DELAWARE

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

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Registration Number:	1865181	SWITCH
Registration Number:	2635268	TELCORDIA
Registration Number:	2672146	TELCORDIA
Registration Number:	2631616	TELCORDIA
Registration Number:	2642849	TELCORDIA
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

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 Correspondent Name: Paul, Weiss, Rifkind, Wharton & Garrison
 Address Line 1: 1285 Avenue of the Americas
 Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	18693-012
NAME OF SUBMITTER:	Menachem Kaplan
Signature:	/Menachem Kaplan/
Date:	01/19/2012

Total Attachments: 4
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

TERMINATION AND RELEASE dated as of January 11, 2012 from Wilmington Trust Company, as second lien agent (the "Agent"), to Telcordia Technologies, Inc., a Delaware corporation and Granite Systems, Inc., a Delaware corporation (together, the "Obligors").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Security Agreement, dated as of April 30, 2010, made by the Obligors and the other Grantors party thereto in favor of the Agent (the "Second Lien Security Agreement"), a security interest (the "Security Interest") was granted by the Obligors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Second Lien Trademark Security Agreement, dated as of April 30, 2010, made by the Obligors in favor of the Agent (the "Trademark Security Agreement"), the Obligors, by reference to the Second Lien Security Agreement, reaffirmed their intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on June 13, 2010, at Reel 4223 and Frame 0691; and

WHEREAS, the Obligors have requested that the Agent: (a) terminate and release the liens and interests of Agent in the Trademark Collateral; and (b) executed and deliver evidence of such termination and release for filing in the United States Patent and Trademark Office.

WHEREAS, the Obligors confirm that they have satisfied and fulfilled all of their obligations to release the Agent's security interest in the Trademark Collateral under the Second Lien Security Agreement, and the parties seek to make of record of Agent's release and reassignment to the Obligors of any and all of its security interests in the Trademark Collateral in accordance with Section 21 of the Second Lien Security Agreement.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Second Lien Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby agrees as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Obligors' right, title and interest of every kind and nature in the Trademarks listed on Schedule A hereto, including (a) all registrations and applications for registration for any of the foregoing, together with all goodwill of the business connected with the use of or symbolized by each Trademark; (b) each Trademark license to which any Obligor is a party, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed

thereto; (c) all rights in the foregoing provided by international treaties or conventions, rights corresponding thereto throughout the world and other rights of any kind of such Obligors accruing thereunder or pertaining thereto; and (d) 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 claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, all proceeds and damages relating thereto. The term "Trademarks" and any other capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Second Lien Security Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases, discharges and reassigns to the Obligors its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in and to such Trademark Collateral shall hereby cease and become void.

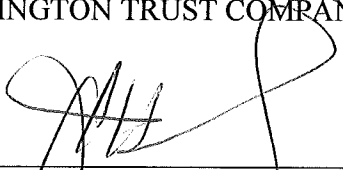
3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver, at the Obligors' expense, any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

4. Governing Law. This Termination and Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date Second above written.

WILMINGTON TRUST COMPANY

By: 
Name: _____
Title: **James A. Hanley**
Vice President

SCHEDULE A

U.S. Trademark Registrations and Applications

Owner	Mark	Jurisdiction	(App. No./Reg. No.)	(App. Date)/Reg. Date
Telecordia Technologies, Inc.	COMMON LANGUAGE	UNITED STATES	1,806,078	11/23/1993
Telecordia Technologies, Inc.	DOUBLE "T" DESIGN	UNITED STATES	2,666,292	12/24/2002
Telecordia Technologies, Inc.	ISCP	UNITED STATES	2,124,932	12/30/1997
Telecordia Technologies, Inc.	LOCATEIT	UNITED STATES	2,252,772	6/15/1999
Telecordia Technologies, Inc.	MARCH	UNITED STATES	1,714,632	9/8/1992
Telecordia Technologies, Inc.	MAESTRO	UNITED STATES	881,183	10/14/2005
Telecordia Technologies, Inc.	NMA	UNITED STATES	2,271,753	8/24/1999
Telecordia Technologies, Inc.	ORATOR	UNITED STATES	1,692,707	6/9/1992
Telecordia Technologies, Inc.	SERVICEDATE	UNITED STATES	2,720,486	3/3/2003
Telecordia Technologies, Inc.	SWITCH	UNITED STATES	1,865,181	11/29/1994
Telecordia Technologies, Inc.	TELCORDIA	UNITED STATES	2,635,268	10/15/2002
Telecordia Technologies, Inc.	TELCORDIA	UNITED STATES	2,672,146	1/7/2003
Telecordia Technologies, Inc.	TELCORDIA	UNITED STATES	2,631,616	10/8/2002
Telecordia Technologies, Inc.	TELCORDIA	UNITED STATES	2,642,849	10/29/2002
Telecordia Technologies, Inc.	TELCORDIA TECHNOLOGIES	UNITED STATES	2,631,702	10/8/2002
Telecordia Technologies, Inc.	TELCORDIA TECHNOLOGIES	UNITED STATES	2,635,234	10/15/2002
Telecordia Technologies, Inc.	TELCORDIA TECHNOLOGIES	UNITED STATES	2,635,235	10/15/2002
Telecordia Technologies, Inc.	TELCORDIA TECHNOLOGIES	UNITED STATES	2,659,229	12/10/2002
Telecordia Technologies, Inc.	TIRKS	UNITED STATES	1,436,320	4/14/1987
Telecordia Technologies, Inc.	TT	UNITED STATES	2,692,864	3/4/2003
Telecordia Technologies, Inc.	TT	UNITED STATES	2,680,764	1/28/2003
Telecordia Technologies, Inc.	TT	UNITED STATES	2,680,763	1/28/2003
Telecordia 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

TRADEMARK

RECORDED: 01/19/2012

REEL: 004701 FRAME: 0279