

Form PTO-1594 (Rev. 03-11)
OMB Collection 0651-0027 (exp. 03/31/2012)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

TEKELEC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: California
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☒ Yes ☐ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 1/27/2012

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: WILMINGTON TRUST, NATIONAL ASSOCIATION

Internal _____

Address: _____

Street Address: 50 South Sixth Street, Suite 1290

City: Minneapolis

State: Minnesota

Country: US Zip: 55402

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other N.A. Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Attached

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Ted Mulligan

Internal Address: CT Corporation, Suite 125

Street Address: 4400 Easton Commons Way

City: Columbus

State: OH Zip: 43219

Phone Number: 614-280-3562

Fax Number: 800-516-6304

Email Address: ted.mulligan@wolterskluwer.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Ted Mulligan
Signature

03/05/2012

Date

Ted Mulligan

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY


CONTINUATION PAGE

ADDITIONAL ASSIGNOR: CAMIANT, INC.

A CORPORATION INCORPORATED IN THE STATE OF DELAWARE

List of Applications and Registrations for United States Trademarks, Service Marks, Brand Names,

Certification Marks and Trade Dress

MARK	COUNTRY	OWNER	APP. NO.	DATE FILED	REG. NO.	REG. DATE	STATUS	NEXT ACTION DUE & DUE DATE
CAMIAANT	United States of America	Camiant, Inc.	78309186	3-Oct-03	3136490	29-Aug-06	Registered	Affidavit of Use Due - 8/29/2012
EAGLE	United States of America	Tekelec	74201963	9-Sep-91	1844141	12-Jul-94	Registered	Sec 8/9 Renewal Due - 7/12/2014
EAGLE (Stylized)	United States of America	Tekelec	74457691	12-Nov-93	2093947	9-Sep-97	Registered	Sec 8/9 Renewal Due - 9/9/2017
G-PORT	United States of America	Tekelec	75705796	13-May-99	2472163	24-Jul-01	Registered	Sec 8/9 Renewal Due - 7/24/2021
TEKELEC	United States of America	Tekelec	76217874	1-Mar-01	2612098	27-Aug-02	Registered	Sec 8/9 Renewal Due - 8/27/2012
 TEKELEC Logo	United States of America	Tekelec	74266666	17-Apr-92	1785294	3-Aug-93	Registered	Sec 8/9 Renewal Due - 8/3/2013
TEKSERVER	United States of America	Tekelec	78149667	1-Aug-02	3291436	11-Sep-07	Registered	Affidavit of Use Due - 3/11/2013

TRADEMARK

REEL: 004734 FRAME: 0547

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 27, 2012, is made by TEKELEC and CAMIANT, INC. (each, a "**Grantor**", and collectively, "**Grantors**"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as administrative agent (in such capacity, "**Administrative Agent**") for the Lenders and as collateral agent (in such capacity, "**Collateral Agent**") for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of January 27, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Grantors, Collateral Agent and the other parties thereto, the Lenders have agreed to make extensions of credit to Titan Private Acquisition Corp. (the "**Initial Borrower**") upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to Section 4.01(j)(ii) of the Credit Agreement, Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and to induce the Lenders and the Secured Parties to enter into the Credit Agreement, Grantors hereby agree with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, to secure payment and performance of all Obligations, subject to Section 11.03 of the Credit Agreement, hereby grants to the Collateral Agent, for itself and the benefit of the Secured Parties, a continuing security interest in, a lien upon, and a right of set off against, all of its right, title and interest in, to and under the Trademarks (including without limitation those listed on Schedule 1 hereto) (collectively, the "Trademark Collateral").

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any Trademark applications filed in the United States Patent and Trademark Office on the basis of such Grantor's "intent-to-use" such trademark, unless and until acceptable evidence of use of such Trademark application has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), if and to the extent that granting a Lien in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application or any registration that issues therefrom.

Section 3. Guaranty and Security Agreement. 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 United States Patent and Trademark Office. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Credit Agreement and Grantors hereby acknowledge and agree that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth

in the Credit Agreement. In the event of a conflict between the provisions of this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall control.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

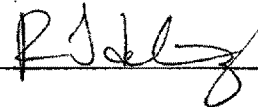
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Tekelec, as Grantor

By: _____

Name: _____

Title: _____

A handwritten signature in black ink, appearing to be "R. J. Kelly", is written over a horizontal line.

[Trademark Security Agreement]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Camiant, Inc., as Grantor

By: 

Name:

Title:

[Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

WILMINGTON TRUST, NATIONAL ASSOCIATION
as Collateral Agent

By: 
Name: **Joshua G. James**
Title: **Banking Officer**

[Trademark Security Agreement]

TRADEMARK
REEL: 004734 FRAME: 0552

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT