Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

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):

ALCATEL-LUCENT USA INC.

☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☒ Corporation- State: DELAWARE
☐ Other

Citizenship (see guidelines)

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

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

Name: CREDIT SUISSE AG
Street Address: ELEVEN MADISON AVENUE
City: NEW YORK
State: NY
Country: USA Zip: 10010

☐ Individual(s) Citizenship
☐ Association Citizenship
☐ Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☒ Other BANK Citizenship SWITZERLAND

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)

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

Execution Date(s) JANUARY 30, 2013

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

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

A. Trademark Application No.(s) Text

SEE ATTACHED SCHEDULE A

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULE A

Additional sheet(s) attached? ☒ Yes ☐ No

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

SEE ATTACHED SCHEDULE A

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

Name: DANIEL ST. ONGE, ESQ.
Internal Address:
Street Address: KIRKLAND & ELLIS LLP
601 LEXINGTON AVENUE
City: NEW YORK
State: NY Zip: 10022
Phone Number: 212-446-5926
Docket Number:
Email Address: dstonge@kirkland.com

6. Total number of applications and registrations involved: 37

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $940.00

☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number 220440
Authorized User Name DANIEL ST. ONGE

9. Signature:

[signature] 11/31/13
Signature Date

DANIEL ST. ONGE
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 11

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

CH $940.00 220440 1461715

SCHEDULE A

Trademark	Country	Classes	Legal owner	Filing Number	Registration Number	Prosecution Step
5ESS	United States of America	09	ALCATEL-LUCENT USA INC.	73616543	1461715	Registered
ACTIVEWEB	United States of America	09	ALCATEL-LUCENT USA INC.	77 750 637	3 909 754	Registered
ACTIVIEW	United States of America	09	ALCATEL-LUCENT USA INC.	74/493343	1956802	Registered
ALLVIEW	United States of America	09;42	ALCATEL-LUCENT USA INC.	77 693 381	3 776 936	Registered
ANYMEDIA	United States of America	09	ALCATEL-LUCENT USA INC.	75117518	2243073	Registered
BDJ	United States of America	09	ALCATEL-LUCENT USA INC.	74229656	1 809 940	Abandon Decision
BDK	United States of America	09	ALCATEL-LUCENT USA INC.	74229657	1 809 941	Abandon Decision
CELLPIPE	United States of America	09	ALCATEL-LUCENT USA INC.	77641107	3713265	Registered
DATABLITZ	United States of America	09	ALCATEL-LUCENT USA INC.	77/657 429	3 654 715	Registered
DATAKIT	United States of America	09	ALCATEL-LUCENT USA INC.	73422880	1278793	Registered
GX 550	United States of America	09	ALCATEL-LUCENT USA INC.	78064470	2625111	Registered
LAMBDAUNITE	United States of America	09	ALCATEL-LUCENT USA INC.	78046046	2673265	Registered (renewal in progress)

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LUCENT	United States of America	35;37;42	ALCATEL-LUCENT USA INC.	75025705	2559008	Registered (renewal in progress)
M LOGO	United States of America	09;35;38;42	ALCATEL-LUCENT USA INC.	77100468	4 056 544	Registered
M LOGO	United States of America	09;42	ALCATEL-LUCENT USA INC.	75366343	2231713	Registered
M LOGO	United States of America	09;42	ALCATEL-LUCENT USA INC.	76114360	2921895	Registered
MILIFE	United States of America	09	ALCATEL-LUCENT USA INC.	78052760	2870374	Registered
MOTIVE	United States of America	09	ALCATEL-LUCENT USA INC.	75284280	2210304	Registered
MOTIVE	United States of America	09;35;38;42	ALCATEL-LUCENT USA INC.	77100531	4 056 545	Registered
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OMNIACCESS	United States of America	09	ALCATEL-LUCENT USA INC.	78/112 657	2 736 678	Registered
OMNISTACK	United States of America	09	ALCATEL-LUCENT USA INC.	75/336 613	2 229 642	Registered

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PLAN 9	United States of America	09	ALCATEL-LUCENT USA INC.	74647569	2065577	Registered
PROGRAMMABLEWEB	United States of America		ALCATEL-LUCENT USA INC.	77057765	3300956	Registered
SLC	United States of America	09	ALCATEL-LUCENT USA INC.	73373914	1265621	Abandon Decision
SPQ	United States of America	09	ALCATEL-LUCENT USA INC.	74230337	1811455	Abandon Decision
STINGER	United States of America	09	ALCATEL-LUCENT USA INC.	75749441	2441999	Registered
SUREPAY	United States of America	09	ALCATEL-LUCENT USA INC.	75877512	2534730	Registered
VITALQIP	United States of America	09	ALCATEL-LUCENT USA INC.	78056497	2872473	Registered
VITALSUITE	United States of America	09	ALCATEL-LUCENT USA INC.	78087406	2635436	Registered
VPN FIREWALL BRICK	United States of America	09	ALCATEL-LUCENT USA INC.	78091241	2615577	Registered
WESTERN ELECTRIC (FANCY WRITING)	United States of America	09	ALCATEL-LUCENT USA INC.	72227201	834269	Abandon Decision
WIRELESSREALITY	United States of America	42	ALCATEL-LUCENT USA INC.	78046100	2618292	Registered

U.S. TRADEMARK SECURITY AGREEMENT

This U.S. TRADEMARK SECURITY AGREEMENT, dated as of January 30, 2013 (this "Agreement"), is made by ALCATEL-LUCENT USA INC. (the "Grantor") in favor of Credit Suisse AG, as collateral agent for the Secured Parties (in such capacity, including any successor thereto in such capacity, the "Collateral Agent").

WHEREAS, the Grantor entered into a Pledge and Security Agreement dated as of January 30, 2013 (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor and each of the other grantors from time to time party thereto and the Collateral Agent, pursuant to which the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and a continuing lien on the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Collateral Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement.

SECTION 2. Grant of Security Interest

SECTION 2.1 Grant of Security. The Grantor grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all of the following property of such Grantor, in each case, whether now or hereafter existing or in which any such Grantor now has or hereafter acquires an interest (collectively, the "Trademark Collateral") as collateral security for the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. § 362(a) (and any successor provision thereof)), of all Obligations (as defined in the Credit Agreement):

> All United States trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, whether or not registered, and with respect to each of the foregoing: (a) all registrations and applications therefor including, without limitation, the registrations and applications listed on Schedule A attached hereto, (b) all extensions or renewals of any of the foregoing, (c) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (d) the right to sue or otherwise recover for any past,

present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (e) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (f) all other rights corresponding thereto under applicable law.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a trademark or service mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would void or impair the validity or enforceability of such intent-to-use application or any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agr eement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Gove rning Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION, WHETHER SOUNDING IN CONTRACT LAW OR TORT LAW OR OTHERWISE, BASED UPON, ARISING OUT OF OR RELATING TO THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed

an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed signature page to this Agreement by facsimile transmission or in electronic (*e.g.*, "pdf" or "tif") format shall be as effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of page intentionally left blank]

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

ALCATEL-LUCENT USA INC.

By: _____

Name: Paul Tufano

Title: Authorized Signatory

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