

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark OfficeRECORDATION 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

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other SOCIETE ANONYME

Citizenship (see guidelines) FRANCE

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) JANUARY 30, 2013

- ☐ 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: 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)

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.com3

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 120.00

- ☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number 220440

Authorized User Name DANIEL ST. ONGE

9. Signature: Daniel St. Onge

Signature

Date

DANIEL ST. ONGE

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 Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

220440

SCHEDULE A

Trademark	Country	Classes	Legal owner	Filing Number	Registration Number	Prosecution Step
ALCATEL	United States of America	07,09,11	ALCATEL LUCENT	72382179	996963	Registered
OMNIVISTA	United States of America	09	ALCATEL LUCENT	77864477	3852598	Registered
OPENTOUCH	United States of America	09	ALCATEL LUCENT	78906613	3478220	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 (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 Agreement

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. Governing 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

By: 

Name: Paul Tufano

Title: Chief Financial Officer

SCHEDULE A

Trademark	Country	Classes	Legal owner	Filing Number	Registration Number	Prosecution Step
ALCATEL	United States of America	07;09;11	ALCATEL LUCENT	72382179	996 963	Registered
APPGlide	United States of America	09;38	ALCATEL LUCENT	1 022 139	1 022 139	Abandon Decision
ASSOCIAID	United States of America	35;36;38;41	ALCATEL LUCENT	967 249	967 249	Abandon Decision
AT THE SPEED OF IDEAS	United States of America	09;42	ALCATEL LUCENT	1 085 823	1 085 823	Registered
CloudBand	United States of America	09;38;42	ALCATEL LUCENT	1 119 945		Pending (examination in progress)
DEKAPS'	United States of America	09	ALCATEL LUCENT	1 051 148	1 051 148	Registered
DEKAPS' LOGO	United States of America	09	ALCATEL LUCENT	1 056 820	1 056 820	Registered
ENRICHING COMMUNICATIONS	United States of America	09;16;38	ALCATEL LUCENT	946 302	946 302	Abandon Decision
FP2	United States of America	09	ALCATEL LUCENT	982 219	982 219	Registered
FP3	United States of America	09	ALCATEL LUCENT	1 104 998		Pending (examination in progress)
GEOPEPPER	United States of America	38	ALCATEL LUCENT	955 853	955 853	Registered
GEOPEPPER (OLD DEVICE)	United States of America	38	ALCATEL LUCENT	977 930	977 930	Abandon Decision
HIGH LEVERAGE NETWORK	United States of America	09;38;42	ALCATEL LUCENT	1 024 964	1 024 964	Registered
HUMANITO	United States of America	36;38;41	ALCATEL LUCENT	967 250	967 250	Abandon Decision
IP TOUCH	United States of America	09	ALCATEL LUCENT	823 534	823 534	Registered
KABANTI	United States of America	16;35;36;38;41	ALCATEL LUCENT	967 248	967 248	Abandon Decision
LIGHT RADIO	United States of America	09	ALCATEL LUCENT	1 087 293	1 087 293	Registered
LIGHTVIDEO	United States of America	09;38;42	ALCATEL LUCENT	1 103 710		Abandon Decision
LOGO 'AUGMENTED REALITY'	United States of America	38	ALCATEL LUCENT	996 976	996 976	Registered

Trademark	Country	Classes	Legal owner	Filing Number	Registration Number	Prosecution Step
LOGO ALCATEL LUCENT (BLACK AND WHITE)	United States of America	07;09;11;16;35;37;38;41;42	ALCATEL LUCENT	940 840	940 840	Registered
LOGO ALCATEL LUCENT (COLOR)	United States of America	07;09;11;16;35;37;38;41;42	ALCATEL LUCENT	940 839	940 839	Registered
LOGO DYNAMIC APP MANAGER (BLACK & WHITE)	United States of America	09	ALCATEL LUCENT	1 115 210		Pending (examination in progress)
LOGO NG CONNECT PROGRAM	United States of America	09;16;37;38;42	ALCATEL LUCENT	1 020 566	1 020 566	Registered
LOGO TOUCHATAG	United States of America	09;42	ALCATEL LUCENT	1 020 400	1 020 400	Abandon Decision
LOGO TOUCHATAG	United States of America	38	ALCATEL LUCENT	1 009 075	1 009 075	Abandon Decision
MECADO	United States of America	16;35;36;38;41	ALCATEL LUCENT	967 219	967 219	Abandon Decision
MOSAMI	United States of America	09;38;42	ALCATEL LUCENT	1 134 704		Pending
MY IC PHONE	United States of America	09	ALCATEL LUCENT	1 054 626	1 054 626	Registered
MY OWN TV	United States of America	09;38;42	ALCATEL LUCENT	893 125	893 125	Abandon Decision
MY TEAMWORK	United States of America	09	ALCATEL LUCENT	922 356	922 356	Registered
NEW BUSINESS GENERATION	United States of America	09	ALCATEL LUCENT	942 007	942 007	Abandon Decision
NUAGE NETWORKS	United States of America	09;38;42	ALCATEL LUCENT	1129888		Pending (examination in progress)
OMNIMESSENGER	United States of America	09	ALCATEL LUCENT	843 999	843 999	Abandon Decision
OMNIPCX	United States of America	09;38;42	ALCATEL LUCENT	1 030 830	1 030 830	Registered
OMNITOUCH	United States of America	09	ALCATEL LUCENT	1 078 719	1 078 719	Registered
OMNIVISTA	United States of America	09	ALCATEL LUCENT	77 / 864 477	3 852 598	Registered
OPENTOUCH	United States of America	09	ALCATEL LUCENT	1 071 902	1 071 902	Registered
OPENTOUCH	United States of America	09	ALCATEL LUCENT	78/906613	3 478 220	Registered

Trademark	Country	Classes	Legal owner	Filing Number	Registration Number	Prosecution Step
OPTISM	United States of America	09;38;42	ALCATEL LUCENT	1 047 648	1 047 648	Registered
OTTASEE	United States of America	09;38	ALCATEL LUCENT	1 115 404		Abandon Decision
PROFIUGO	United States of America	16;35;36;38;41	ALCATEL LUCENT	967 247	967 247	Abandon Decision
QIP	United States of America	09	ALCATEL LUCENT	1 125 596		Abandon Decision
TECHZINE	United States of America	16;41	ALCATEL LUCENT	1 072 868	1 072 868	Registered
TOUCHATAG	United States of America	09;38;42	ALCATEL LUCENT	1 024 156	1 024 156	Abandon Decision
TRANSFORMATION ADVANTAGE	United States of America	09;16;38;41;42	ALCATEL LUCENT	978 398	978 398	Abandon Decision
TRANSFORMING COMMUNICATIONS	United States of America	09;16;35;37;38;41;42	ALCATEL LUCENT	1 035 416	1 035 416	Abandon Decision
TRANSFORMING COMMUNICATIONS FOR A WORLD THAT'S ALWAYS ON	United States of America	09;38;42	ALCATEL LUCENT	1 001 124	1 001 124	Abandon Decision
WE MADE IT!	United States of America	41	ALCATEL LUCENT	1 026 012	1 026 012	Abandon Decision