

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG		04/18/2013	CORPORATION: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Alcatel-Lucent USA, Inc.		
Street Address:	600 Mountain Avenue		
City:	Murray Hill		
State/Country:	NEW JERSEY		
Postal Code:	07974		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3300956	PROGRAMMABLEWEB	
CORRESPONDENCE DATA			
Fax Number:	2032615676		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	203-261-1234		
Email:	aaf@warefressola.com		
Correspondent Name:	Alfred Fressola		
Address Line 1:	755 Main Street		
Address Line 2:	Bradford Green, Bldg. 5		
Address Line 4:	Monroe, CONNECTICUT 06468		
ATTORNEY DOCKET NUMBER:	957.259		
NAME OF SUBMITTER:	Alfred A. Fressola		
Signature:	/Alfred A. Fressola/		

Date:

04/22/2013

Total Attachments: 3

source=Release of Security Interest#page1.tif

source=Release of Security Interest#page2.tif

source=Release of Security Interest#page3.tif

RELEASE OF SECURITY INTEREST IN U.S. TRADEMARK

This Release of Security Interest in U.S. Trademark (this "Release") is made as of April 18, 2013 ("Effective Date") by Credit Suisse AG, as collateral agent for the Secured Parties (in such capacity, including any successor thereto in such capacity, the "Collateral Agent"), in favor of Alcatel-Lucent USA Inc. ("Grantor"). Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement (as defined below).

WHEREAS, 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 Grantor and each of the other grantors from time to time party thereto and the Collateral Agent;

WHEREAS, Grantor executed and delivered to the Collateral Agent that certain U.S. Trademark Security Agreement, dated as of January 30, 2013 (the "U.S. Trademark Security Agreement"), for recordation with the United States Patent and Trademark Office ("USPTO");

WHEREAS, pursuant to the terms and conditions of the Security Agreement and the U.S. Trademark Security Agreement, Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on, among other things, all of Grantor's right, title and interest in, to and under the United States service mark registration listed on Schedule A attached hereto, and all extensions or renewals thereof, together with (a) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (b) 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, (c) 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 (d) all other rights corresponding thereto under applicable law (collectively, the "Released Trademark Collateral");

WHEREAS, the U.S. Trademark Security Agreement was recorded in the USPTO on January 30, 2013 at Trademark Reel 4954, Frame No. 0664; and

WHEREAS, Grantor has (a) notified the Collateral Agent that a disposition of property or liquidation permitted under the Credit Agreement will be effectuated with respect to the Released Trademark Collateral and (b) requested that the Collateral Agent execute and deliver this Release pursuant to Section 9.08 of the Credit Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby releases, relinquishes and discharges, with respect to Grantor, all of its continuing security interest in all Grantor's right, title or interest in, to and under the Released Trademark Collateral, and re-assigns to Grantor any and all right, title or interest it may have in such Released Trademark Collateral, all without warranty and representation of any kind.

The Collateral Agent hereby authorizes Grantor, or Grantor's authorized representatives to: (a) record this Release with the USPTO and/or any other applicable governmental office or agency, and (b) file UCC financing statement amendments with the applicable filing offices in order to memorialize the release of the security interest of the Collateral Agent in the Released Trademark Collateral.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH

By: 
Name: Kevin Buddhew
Title: Vice President

By: 
Name: Alex Verdone
Title: Associate

Schedule A

Trademark	Registration Number	Registration Date
PROGRAMMABLEWEB	3,300,956	October 2, 2007

NY5721675.3