

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310871

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CIENA CORPORATION		07/15/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	900 W. Trade Street		
Internal Address:	Mailing Code: NC1-026-06-03		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	Bank: NORTH CAROLINA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	86057222	THE MUX	
Serial Number:	86057246	PACKETWAVE	
Serial Number:	86300161	AGILITY	
Registration Number:	2070330	CIENA	
Registration Number:	2610130	COREDIRECTOR	
Registration Number:	3080638	ON-CENTER	
Registration Number:	3505281	FLEXSELECT	
Registration Number:	2911314	CORESTREAM	
Registration Number:	3026860	CIENA	
Registration Number:	4522190	OPTERA	
Registration Number:	4251724	CARRIER ETHERNET CERTIFIED ASSOCIATE	
Registration Number:	4251726	CARRIER ETHERNET CERTIFIED PROFESSIONAL	
Registration Number:	4251725	CARRIER ETHERNET CERTIFIED CONSULTANT	
Registration Number:	4259388	CARRIER ETHERNET CERTIFIED EXPERT	
Registration Number:	4225115	FASTMESH	
Registration Number:	4515295	OPN	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
TRADEMARK			

OP \$415.00 86057222

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-370-4750
Email: ipteam@nationalcorp.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F150793
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NAME OF SUBMITTER:	Bina Nayee
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SIGNATURE:	/Bina Nayee/
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DATE SIGNED:	07/16/2014
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Total Attachments: 6

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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, CIENA CORPORATION, a Delaware corporation (herein referred to as the "**Grantor**") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, the Grantor, the Lenders party thereto and BANK OF AMERICA, N.A., as Administrative Agent, are parties to that certain Credit Agreement dated as July 15, 2014 (as amended from time to time, the "**Credit Agreement**");

WHEREAS, pursuant to (i) a Term Loan Security Agreement dated as of July 15, 2014 (as amended and/or supplemented from time to time, the "**Security Agreement**") among the Grantor, the other Grantors party thereto and Bank of America, N.A., as collateral agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**") and (ii) certain other Collateral Documents (including this Trademark Security Agreement), the Grantor has secured certain of its obligations (the "**Secured Obligations**") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Security Agreement (or whose definitions are incorporated by reference in the recitals thereto) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising, but subject to Section 1.1(b) of the Security Agreement:

(i) each Trademark (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto and all of the goodwill of the business connected with the use of, or symbolized by each Trademark;

(i) each License (as defined in the Security Agreement), related to any Trademark (each, a "**Trademark License**") to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto and all of the goodwill of the business connected with the use of, or symbolized by each Trademark licensed pursuant thereto; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing;

provided that no security interest shall be granted in any United States intent-to-use Trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications under applicable federal law.

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Security Agreement or the Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral 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 WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first listed above.

GRANTOR:
CIENA CORPORATION

By: Elizabeth A. Dolce
Name: Elizabeth A. Dolce
Title: Vice President and Treasurer

Acknowledged:

BANK OF AMERICA, N.A.,
as Collateral Agent,

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005328 FRAME: 0223

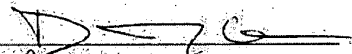
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer, thereunto duly authorized as of the date first listed above.

GRANTOR:
CIENA CORPORATION

By: _____
Name:
Title:

Acknowledged:

BANK OF AMERICA, N.A.,
as Collateral Agent,

By: 
Name: Dan Kelly
Title: Managing Director

[Signature Page to Trademark Security Agreement]

Schedule 1
to Trademark
Security Agreement

Ciena Corporation

TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
See attached.		

TRADEMARK APPLICATIONS

<u>TRADEMARK</u>	<u>APP. NO.</u>	<u>APP. DATE</u>
See attached.		

TRADEMARK LICENSES

Name of Agreement	Parties Licensor/Licensee	Date of Agreement	Subject Matter
See attached.			

U.S. Trademark Registrations / Applications
 OWNER: CIENA CORPORATION

TM No.	App. No.	Date Filed	Date Issued	Status	TM	Country
	86/057,222	9/5/2013		Pending	THE MUX	US
	86/057,246	9/5/2013		Pending	PACKETWAVE	US
	86/300,161	6/4/2014		Pending	AGILITY	US
2,070,330	74/641,237	3/2/1995	6/10/1997	Registered	CIENA	US
2,610,130	75/703,302	5/12/1999	8/20/2002	Registered	COREDIRECTOR	US
3,080,638	78/428,393	3/30/2000	4/11/2006	Registered	ON-CENTER	US
3,505,281	78/628,837	5/12/2005	9/23/2008	Registered	FLEXSELECT	US
2,911,314	75/720,971	6/3/1999	12/14/2004	Registered	CORESTREAM	US
3,026,860	78/394,001	3/31/2004	12/13/2005	Registered	CIENA	US
4,522,190	85/041,546	5/18/2010	4/29/2014	Registered	OPTERA	US
4,251,724	85/332,002	5/27/2011	11/27/2012	Registered	CARRIER ETHERNET CERTIFIED ASSOCIATE	US
4,251,726	85/332,076	5/27/2011	11/27/2012	Registered	CARRIER ETHERNET CERTIFIED PROFESSIONAL	US
4,251,725	85/332,069	5/27/2011	11/27/2012	Registered	CARRIER ETHERNET CERTIFIED CONSULTANT	US
4,259,388	85/332,066	5/27/2011	12/11/2012	Registered	CARRIER ETHERNET CERTIFIED EXPERT	US
4,225,115	85/550,476	2/23/2012	10/16/2012	Registered	FASTMESH	US
4,515,295	85/634,200	5/24/2012	4/15/2014	Registered	OPN	US