

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM314998

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE AG		08/19/2014	BANK: SWITZERLAND
RECEIVING PARTY DATA			
Name:	ALCATEL-LUCENT USA INC.		
Street Address:	600 Mountain Avenue		
City:	Murray Hill		
State/Country:	NEW JERSEY		
Postal Code:	07947		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4571774	KINDSIGHT	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<i>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.</i>			
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	Susan Zablocki		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	36261-60		
NAME OF SUBMITTER:	Susan Zablocki		
SIGNATURE:	/susan zablocki/		
DATE SIGNED:	08/22/2014		
Total Attachments: 3			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in U.S. Trademark (this "Release") is made as of August 19, 2014 ("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 February 6, 2014 (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 all of such Grantor's right, title and interest in, to and under 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 United States trademark 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 (collectively, the "Trademark Collateral");

WHEREAS, the U.S. Trademark Security Agreement was recorded in the USPTO on February 7, 2014 at reel/frame number 5212/0049;

WHEREAS, Grantor has (a) satisfied the terms of the Security Agreement and (b) requested that the Collateral Agent execute and deliver this Release pursuant to Section 9.08 of the Credit Agreement.

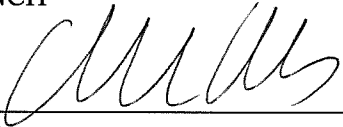
NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby irrevocably releases, relinquishes and discharges, with respect to Grantor, all of its continuing security interest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

The Collateral Agent hereby authorizes Grantor, Grantor's authorized representatives or a subsequent owner of any of the United States trademark registrations or applications listed on Schedule A to: (a) record this Release with the USPTO and/or any other applicable governmental office or agency, and (b) file, at the Grantor's sole cost and expense, UCC financing statement amendments in form and substance reasonably satisfactory to the Collateral Agent with the applicable filing offices in order to memorialize the release of the security interest of the Collateral Agent in the Trademark Collateral.

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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:

Title:

ROBERT HETU
AUTHORIZED SIGNATORY

By: 

Name:

Title:

Lingzi Huang
Authorized Signatory

SCHEDULE A

Trademark	Country	Classes	Legal Owner	Filing date	Filing Number	Registration date	Registration Number	Status
KINDSIGHT	United States of America	09	ALCATEL-LUCENT USA INC.	16 December 2013	86144511			Pending