

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM340431

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice of Grant of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
IKANOS COMMUNICATIONS, INC.		04/30/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ALCATEL-LUCENT USA, INC.		
<b>Street Address:</b>	7B-505 600-700 MOUNTAIN AVE.		
<b>City:</b>	MURRAY HILL		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07974		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4601748	IKANOS NODESCALE	
<b>Registration Number:</b>	2778190	IKANOS	
<b>Registration Number:</b>	2958426	FUSIV	
<b>Registration Number:</b>	4012664		
<b>Registration Number:</b>	4012665	IKANOS	
<b>Registration Number:</b>	4015534	IKANOS VELOCITY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125585700		
<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>			
<b>Phone:</b>	312 558-6352		
<b>Email:</b>	lkonrath@winston.com		
<b>Correspondent Name:</b>	Laura Konrath		
<b>Address Line 1:</b>	35 W Wacker Drive		
<b>Address Line 2:</b>	Winston & Strawn LLP, Suite 4200		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	86390-6		
<b>NAME OF SUBMITTER:</b>	Laura L. Konrath		
<b>SIGNATURE:</b>	/Laura L. Konrath/		

CH \$165.00 4601748

<b>DATE SIGNED:</b>	05/06/2015
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**Total Attachments: 8**

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**NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS**

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of April 30, 2015 (this "Notice"), by IKANOS COMMUNICATIONS, INC. (the "Grantor"), in favor of ALCATEL-LUCENT USA, INC. (the "Lender").

**WITNESSETH:**

**WHEREAS**, by operation of a Loan and Security Agreement dated as of September 29, 2014 (as amended, modified and supplemented from time to time, the "Loan Agreement"), the Grantor has granted a security interest to the Lender in the Trademarks listed on Schedule I attached hereto;

**WHEREAS**, pursuant to the Loan Agreement, the Lender has agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

**NOW, THEREFORE**, in consideration of the premises and to induce the Lender to perform its obligations under the Loan Agreement, the Grantor hereby agrees with the Lender as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein have the meaning given to them in the Loan Agreement.

SECTION 2. Confirmation of Security Interest. The Grantor hereby confirms that pursuant to the Loan Agreement, it granted to the Lender a security interest in all of the Grantor's Trademarks (including, without limitation, those items listed on Schedule I attached hereto) and to the extent not otherwise included, all goodwill associated with any and all of the Trademarks and all proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Grantor.

SECTION 3. Purpose. This Notice has been executed and delivered by the Grantor for the purpose of recording the security interest granted pursuant to the Loan Agreement with the United States Patent and Trademark Office and any applicable foreign trademark recording office. This Notice is expressly subject to the terms and conditions of the Loan Agreement. The Loan Agreement remains in full force and effect in accordance with its terms. Grantor further acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademarks are fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein

SECTION 4. Counterparts. This Notice may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Notice by signing and delivering one or more counterparts. Delivery of an executed signature page to this Notice by facsimile or electronic

transmission shall be as effective as delivery of a manually signed counterpart of this Notice.

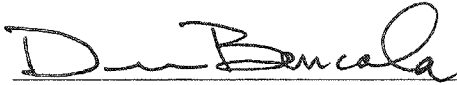
SECTION 5. Applicable Law. THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature pages follow]

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

Very truly yours,

IKANOS COMMUNICATIONS, INC.

By:   
Name: Dennis Bencala  
Title: Chief Financial Officer

*[Signature page to Notice of Grant of Security Interest in Trademark]*

**TRADEMARK**  
**REEL: 005510 FRAME: 0694**

Accepted and Agreed:

ALCATEL-LUCENT USA, INC.

By Fred Ludtke  
Name: FRED LUDTKE  
Title: VP, M+A

*[Signature page to Notice of Grant of Security Interest in Trademark]*

**TRADEMARK**  
**REEL: 005510 FRAME: 0695**

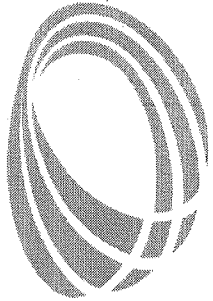
Schedule I

See attached.

**TRADEMARK STATUS FOR IKANOS COMMUNICATIONS, INC.**

October 31, 2014

**U.S. Registrations**

<b>Our Ref.</b>	<b>Title</b>	<b>Reg. No.</b>	<b>Date Issued</b>	<b>Status</b>
079142-0399867	IKANOS NODESCALE	4,601,748	09/09/2014	Registered. First renewal due 09/09/2020. End of grace period 03/09/2021.
079142-0399858	IKANOS (originally registered as IKANOS COMMUNICATIONS, amended when renewed to delete COMMUNICATIONS)	2,778,190	10/28/2003	Registered. Next renewal due 10/28/2023. End of grace period 04/28/2024.
079142-0399856	FUSIV	2,958,426	05/31/2005	Registered. First renewal due 05/31/2015. End of grace period 11/31/2015.
079142-0399871	LOGO Only Design 	4,012,664	08/16/2011	Registered. Affidavit of Use (6yr.) due 08/16/2017. End of grace period 02/16/2018. First renewal due 08/16/2021. End of grace period 02/16/2022.




**TRADEMARK STATUS FOR IKANOS COMMUNICATIONS, INC.**

October 31, 2014

*Continued*

U.S. Registrations (Cont'd)

<b>Our Ref.</b>	<b>Title</b>	<b>Reg. No.</b>	<b>Date Issued</b>	<b>Status</b>
079142-0399857	IKANOS and Design  	4,012,665	08/16/2011	Registered.  Affidavit of Use (6 yr.) due 08/16/2017. End of grace period 02/16/2018.  First renewal due 08/16/2021. End of grace period 02/16/2022.
079142-0399870	IKANOS VELOCITY	4,015,534	08/23/2011	Registered.  Affidavit of Use (6 yr.) due 08/23/2017. End of grace period 02/23/2018.  First renewal due 08/23/2021. End of grace period 02/23/2022.

**TRADEMARK STATUS FOR IKANOS COMMUNICATIONS, INC.**

October 31, 2014

*Continued*

**Foreign Registrations**

<b>Our Ref.</b>	<b>Country</b>	<b>Title</b>	<b>Reg. No.</b>	<b>Date Issued</b>	<b>Status</b>
079142-0399864	China	IKANOS COMMUNICATIONS	5113458	03/21/2009	Registered. First renewal due 03/21/2019.
079142-0399860	European Community	IKANOS COMMUNICATIONS	004819975	01/24/2007	Registered. First renewal due 01/08/2016.
079142-0399862	India	IKANOS COMMUNICATIONS	1412992	02/22/2008	Registered. First renewal due 01/10/2016.
079142-0399863	Japan	IKANOS COMMUNICATIONS	4980752	08/18/2006	Registered. First renewal due 08/18/2016.
079142-0399865	Korea	IKANOS COMMUNICATIONS	40685551	11/14/2006	Registered. First renewal due 11/14/2016.
079142-0399861	Taiwan	IKANOS COMMUNICATIONS	01225652	09/01/2006	Registered. First renewal due 08/31/2016.