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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM431039

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CORIANT OPERATIONS, INC.		06/13/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Cerberus Business Finance, LLC, as Collateral Agent
Street Address:	875 Third Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4679368	MTERA

CORRESPONDENCE DATA

Fax Number: 3128637806

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: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher, Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7124.003	
NAME OF SUBMITTER:	Nancy Brougher	
SIGNATURE:	/njb/	
DATE SIGNED:	06/13/2017	

Total Attachments: 4

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ASSIGNMENT FOR SECURITY - - TRADEMARKS

THIS ASSIGNMENT FOR SECURITY - - TRADEMARKS made as of this 13th day of June, 2017 and effective as of December 3, 2013, by CORIANT OPERATIONS, INC. (formerly known as Tellabs Operations, Inc.), a Delaware corporation ("Assignor"), in favor of Cerberus Business Finance, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"):

WITNESSETH

WHEREAS, Assignor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor has entered into a Pledge and Security Agreement, dated December 3, 2013 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Assignee; and

WHEREAS, pursuant to the Security Agreement, Assignor has pledged to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of such Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby pledge and grant to the Assignee for the benefit of the Assignee and the Lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event that any provision of this Assignment is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Assignor hereby authorizes Assignee unilaterally to modify this Assignment For Security - -Trademarks by amending Schedule A to include any new trademark rights (including, but not limited to, new trademarks, trademark applications or renewal or

TRADEMARK REEL: 006083 FRAME: 0170 extension of any trademark registration) of Assignor subject to this Assignment for Security - Trademarks. Notwithstanding the foregoing, no failure to so modify this Assignment For Security - - Trademarks or amend Schedule A shall in any way affect, invalidate or detract from Assignee's continuing security interest in all Collateral, whether or not listed on Schedule A.

This Assignment may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

CORIANT OPERATIONS, INC. (f/k/a Tellabs Operations, Inc.)

Name: Doug Bayerd

Title: Executive Vice President

SCHEDULE A

TO

ASSIGNMENT FOR SECURITY

Coriant Operations, Inc. (f/k/a Tellabs Operations, Inc.) Trademarks and Trademark Applications

RECORDED: 06/13/2017

MARK	EFFECTIVE DATE	REG NO.
MTERA®	1/27/15	4,679,368

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