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Form PTO-1595
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RE



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

1,02044622

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

NORTEL NETWORKS OPTICAL COMPONENTS INC.

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: JPMORGAN CHASE BANK

Internal Address: LIEN PERFECTION UNIT

P.O. BOX 2558

Street Address:

City: HOUSTON State: TX Zip: 77252

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: APRIL 4, 2002

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

4772086

B. Patent No.(s)

SEE ATTACHED SCHEDULE 1

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: JACKIE LEE

Internal Address: ACCESS INFORMATION SERVICES, INC.

Street Address: 1773 WESTERN AVENUE

City: ALBANY State: NY Zip: 12203

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 3.41).....\$ 160.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jackie Lee

Name of Person Signing

Jackie Lee

Signature

4-4-02

Date

Total number of pages including cover sheet, attachments, and documents: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

04/05/2002 6TOM11 00000120 4772006

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PATENT
REEL: 012735 FRAME: 0909

NORTEL NETWORKS OPTICAL COMPONENTS INC.

PATENTS AND DESIGN PATENTS

Patent No.	Issued	Country	Title
4,772,086	9/20/88	U.S.	OPTICAL FIBRE INTEGRATED OPTICAL DEVICE COUPLER
4,953,939	9/4/90	U.S.	OPTICAL TRANSMISSION SYSTEMS
5,574,811	11/12/96	U.S.	PROVIDING OPTICAL COUPLING BETWEEN OPTICAL COMPONENTS
5,930,439	7/27/99	U.S.	FABRICATION OF POLARIZATION INSENSITIVE PLANAR LIGHTWAVECIRCUITS

PATENT SECURITY AGREEMENT

(Patents)

WHEREAS, Nortel Networks Optical Components Inc., a Delaware corporation (herein referred to as the "**Lien Grantor**") owns the Patent Collateral (as defined below);

WHEREAS, pursuant to (i) a Guarantee and Security Agreement dated as of April 4, 2002 (as amended and/or supplemented from time to time, the "**Security Agreement**") among Nortel Networks Limited, Nortel Networks Inc., the Subsidiaries party thereto and JPMorgan Chase Bank, 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 Security Documents (including this Patent Security Agreement), the Lien Grantor has secured certain 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 Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Patent Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Lien 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 "**Patent Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Patent (as defined in the Security Agreement) owned by the Lien Grantor, including, without limitation, each Patent referred to in Schedule 1 hereto; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future infringement of any Patent owned by the Lien Grantor (including, without limitation, any Patent identified in Schedule 1 hereto).

The Lien 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 Lien Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Specified Event of Default shall have occurred and be continuing, to take with respect to the Patent Collateral any and all appropriate action which the Lien Grantor might take with respect to the Patent Collateral and to execute any and all

documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security Agreement. The Lien Grantor and the Grantee acknowledge and affirm that the rights and remedies of the Grantee and the Lien Grantor with respect to the security interest in the Patent 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 Lien Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 4th day of April, 2002.

NORTEL NETWORKS OPTICAL
COMPONENTS INC.

By: _____
Name:
Title:

Acknowledged:

JPMORGAN CHASE BANK,
as Collateral Agent

By: _____
Name:
Title:

NORTEL NETWORKS OPTICAL
COMPONENTS INC.

By: 
Name: Lynn C. Egak
Title: Assistant Secretary

Acknowledged:

JPMORGAN CHASE BANK,
as Collateral Agent

By: 

Name: **WILLIAM E. ROTTINO, CFA**

Title: **VICE PRESIDENT**

NORTEL NETWORKS OPTICAL COMPONENTS INC.

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