

08-27-2003

Form PTO-1595 (Rev. 10-02) OMB No. 0651-0027 (exp. 6/30/2005)

8-27-03

REC



ET

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

102535367

Tab settings -> -> ->

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

1. Name of conveying party(ies):

Lucent Technologies Inc.

(Delaware Corporation)

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

2. Name and address of receiving party(ies):

Name: JPMorgan Chase Bank, as Collateral Agent

Internal Address:

Street Address: P.O. Box 2558

City: Houston State: TX ZIP: 77252

Additional name(s) & addresses attached? Yes No

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other

Execution Date: May 28, 2003

4. Application number(s) or patents 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)

09/932,703

B. Patent No.(s)

Additional number(s) attached? Yes No

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

Name: Jason A. Cohen, Esq.

Internal Address: Simpson Thacher & Bartlett LLP

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed

Authorized to be charged to deposit account credit card

8. Deposit account number:

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

DO NOT USE THIS SPACE

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.

Jason A. Cohen, Esq.

Name of Person Signing

Signature

8/20/03

Date

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

7

08/27/2003 ECDPER 00000211 09932703

01 FC:0021

40.00 UP

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

PATENT

REC-11419 FRAME: 0684

GRANT OF
SECURITY INTEREST IN PATENT RIGHTS

THIS GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), dated as of May 28, 2003 is made by Lucent Technologies Inc., a Delaware corporation (the "Borrower"), in favor of JPMorgan Chase Bank, a New York banking corporation, as Collateral Agent (the "Collateral Agent") for the Secured Parties referred to in the Amended and Restated Guarantee and Collateral Agreement, dated as of May 28, 2003 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), among the Borrower, certain of its Subsidiaries and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to (i) the Letter of Credit Issuance and Reimbursement Agreement, dated as of May 28, 2003 (as amended, supplemented or otherwise modified from time to time, the "L/C Agreement"), among the Borrower, the banks and other financial institutions from time to time parties thereto (the "L/C Banks") and JPMorgan Chase Bank, as administrative agent and (ii) the External Sharing Debt Agreement, dated as of May 28, 2003 (as amended, supplemented or otherwise modified from time to time, the "ESD Agreement" and together with the L/C Agreement, the "Credit Agreements"), among the Borrower, the banks and other financial institutions from time to time parties thereto (the "ESD Banks" and together with the L/C Banks, the "Banks") and JPMorgan Chase Bank, as administrative agent, the Banks have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreements, the Borrower and certain of its Subsidiaries have executed and delivered the Guarantee and Collateral Agreement in favor of the Collateral Agent for the benefit of the Administrative Agent, the Banks and the holders of the External Sharing Debt Obligations;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the other Secured Parties a continuing security interest in all Intellectual Property, including the Patents; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Banks to make their respective extensions of credit to the Borrower pursuant to the Credit Agreements and to induce the holders of External Sharing Debt to maintain such Indebtedness, the Borrower agrees, for the benefit of the Collateral Agent and the other Secured Parties, as follows:

PATENT

RE 014419 FRAME: 0685

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, for the benefit of the Collateral Agent and the other Secured Parties, a security interest in all Patents now owned or at any time hereafter acquired by the Borrower or in which the Borrower now has or at any time in the future may acquire any right, title or interest (including, without limitation, those items listed on Schedule A hereto) and, to the extent not otherwise included, in all Proceeds and products of any and all of the Patents, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Borrower's Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Banks with respect to the security interest in the Patents granted hereby are more fully set forth in the Credit Agreements, the Guarantee and Collateral Agreement and the Collateral Sharing 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 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LUCENT TECHNOLOGIES INC.

By: Bernard Zucker
Name: Bernard Zucker
Title: Managing Corporate Counsel

JPMORGAN CHASE BANK,
as Collateral Agent for the Secured Parties

By: _____
Name:
Title:

PATENT

RE 014419 FRAME: 0687

STATE OF New Jersey)
) ss
COUNTY OF Union)

On the 21st day of August, 2003, before me personally came Bernard Zucker, who is personally known to me to be the Managing Corporate Counsel of Lucent Technologies Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Managing Corporate Counsel of such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Susan A. Schuchard
Notary Public SUSAN A. SCHUCHARD
NOTARY PUBLIC

STATE OF NEW JERSEY
MY COMMISSION EXPIRES JUNE 5, 2008

(PLACE STAMP AND SEAL ABOVE)

PATENT

REF 014419 FRAME: 0688

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LUCENT TECHNOLOGIES INC.

By: _____
Name:
Title:

JPMORGAN CHASE BANK,
as Collateral Agent for the Secured Parties

By: 
Name: David Mallett
Title: Vice President

PATENT

014419 FRAME: 0689

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On the 21st day of August, 2003, before me personally came David Mallett, who is personally known to me to be a Vice President of JPMorgan Chase Bank, a New York banking corporation; who, being duly sworn, did depose and say that he is a Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

Edeline C. Adderley
Notary Public
EDELINE C. ADDERLEY
Notary Public, State of New York
No. 01AD6079948
Qualified in Bronx County
Commission Expires September 03, 2006
(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Patents and Applications

<u>Patent or Application Number</u>
09/932703