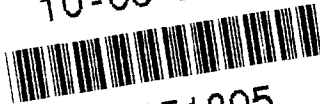




10-05-2004



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

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

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

2. Name and address of receiving party(ies)  
Name: **JP Morgan Chase Bank**  
Internal Address: \_\_\_\_\_

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
Execution Date: **30 April 2004**

Street Address: **270 Park Avenue**  
City: **New York** State: **NY** Zip: **10017**  
Additional name(s) & address(es) attached?  Yes  No

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) **none**  
B. Patent No.(s) **see Schedule 1**  
Additional numbers attached?  Yes  No

6. Total number of applications and patents involved: \_\_\_\_\_  
7. Total fee (37 CFR 3.41).....\$ **480.00**  
 Enclosed  
 Authorized to be charged to deposit account

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: **Thomas Song**  
Internal Address: \_\_\_\_\_  
**Davis Polk & Wardwell**  
Street Address: **450 Lexington Avenue**  
City: **New York** State: **NY** Zip: **10017**

8. Deposit account number: \_\_\_\_\_  
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9. Signature.  
**Mitchell L. Garrett** Name of Person Signing  
*Mitchell L. Garrett* Signature  
**26 August 2004** Date

Total number of pages including cover sheet, attachments, and documents: **6**

10/04/2004 670M11 00000155 5168492

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PATENT  
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PATENT SECURITY AGREEMENT

(Patents)

WHEREAS, Nortel Networks Limited, a Canadian 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.

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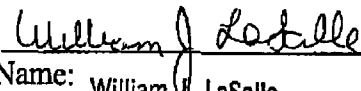
DIPE/JCWS

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 30th day of April, 2004.

NORTEL NETWORKS LIMITED

By:   
Name: **DEBORAH J. NOBLE**  
Title: **Corporate Secretary**

By:   
Name: **William J. LaSalle**  
Title: **Counsel**

Acknowledged:

JPMORGAN CHASE BANK,  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

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 30th day of April, 2004.

NORTEL NETWORKS LIMITED

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged:

JPMORGAN CHASE BANK  
as Collateral Agent

By: \_\_\_\_\_  
Name: Edmond DeForest  
Title: Vice President

**NORTEL NETWORKS LIMITED**

**PATENTS AND DESIGN PATENTS**

Patent No.	Issued	Country	Title
5,168,492	12/01/92	U.S.	ROTATING ACCESS ATM STM PACKET SWITCH
6,065,043	05/16/00	U.S.	SYSTEMS AND METHODS FOR EXECUTING APPLICATION PROGRAMS FROM A MEMORY DEVICE LINKED TO A SERVER
6,122,364	09/19/00	U.S.	INTERNET NETWORK CALL CENTER
6,084,956	07/04/00	U.S.	SS7 MEDIATION FOR DATA NETWORK CALL SETUP AND SERVICES INTERWORKING
6,591,301	07/08/03	U.S.	METHODS AND SYSTEMS FOR CONTROLLING NETWORK GATEKEEPER MESSAGE PROCESSING
6,473,097	10/29/02	U.S.	METHOD AND APPARATUS FOR PROVIDING A MOBILE SWITCHING CENTER INTRANET FUNCTION
6,240,449	05/29/01	U.S.	METHOD AND APPARATUS FOR AUTOMATIC CALL SETUP IN DIFFERENT NETWORK DOMAINS
6,611,533	08/26/03	U.S.	PUBLIC TELEPHONE NETWORK, INTELLIGENT NETWORK, AND INTERNET PROTOCOL NETWORKING SERVICES INTERWORKING
6,185,565	02/06/01	U.S.	SYSTEM AND METHOD FOR COMMUNICATION SESSION DISPOSITION RESPONSIVE TO EVENTS IN A TELECOMMUNICATIONS NETWORK AND THE INTERNET
6,529,524	03/04/04	U.S.	COMPUTER PROGRAM PRODUCTS, METHODS, AND PROTOCOL FOR INTERWORKING SERVICES BETWEEN A PUBLIC TELEPHONE NETWORK,

Patent No.	Issued	Country	Title
			INTELLIGENT NETWORK, AND INTERNET PROTOCOL NETWORK
6,466,556	10/15/02	U.S.	METHOD OF ACCOMPLISHING HANDOVER OF PACKET DATA FLOWS IN AIRLESS TELECOMMUNICATIONS SYSTEM
6,636,746	10/21/03	U.S.	METHOD AND APPARATUS IN A CDMA BASE STATION FOR CONTROLLING TRANSMIT POWER DURING SOFT HANDOF