

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Nortel Networks Limited	04/28/2006

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank N.A., as collateral agent
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017

PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	6169740
Patent Number:	6681012
Patent Number:	6282170

CORRESPONDENCE DATA

Fax Number: (202)728-0744

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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NAME OF SUBMITTER:

Christine Wilson

Total Attachments: 3

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PATENT

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PATENT SECURITY AGREEMENT

(Patents, Patent Applications)

WHEREAS, Nortel Networks Limited, a corporation formed under the laws of Canada (herein referred to as the "Lien Grantor") owns the Patent Collateral (as defined below);

WHEREAS, pursuant to (i) a Canadian Security Agreement dated as of February 14, 2006 (as amended and/or supplemented from time to time, the "Security Agreement") among Nortel Networks Limited, Nortel Networks Corporation, the Subsidiaries party thereto, JPMorgan Chase Bank, N.A., as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "Grantee"), and the other parties named therein 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 is 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 officers thereto duly authorized on the 28th day of April, 2006.

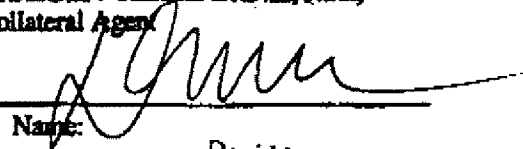
NORTEL NETWORKS LIMITED

By: 
Name: Katharine B. Stevenson
Title: Treasurer

By: 
Name: Peter W. Currie
Title: Executive Vice-President and
Chief Financial Officer

Acknowledged:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name:
Title: David M. Mallett
Vice President

Schedule 1 **PATENTS**

Item	Assignee	Application Filed Date	Full Disclosure Number	Patent Issue Date	Application/Patent Title	Patent Number	Application Serial Number
1	Nortel Networks Limited	30-Oct.-97	RO3543	2-Jan.-01	METHOD OF AND APPARATUS FOR VIRTUAL LINK MANAGEMENT	6,169,740	08/961,138
2	Nortel Networks Limited	17-Dec.-99	110S2RO	20-Jan.-04	DIRECTIONAL RECEIVER COUPLING ARRANGEMENT WITH FREQUENCY SELECTIVITY AND GAIN CONTROL FOR DSL	6,681,012	09/466,663
3	Nortel Networks Limited	29-May-97	ID0604	28-Aug.-01	NETWORK RESTORATION ROUTING OPTIMISATION	6,282,170	08/864,789

PATENT

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RECORDED: 05/25/2006