

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Patent Rights
CONVEYING PARTY DATA	
Name	Execution Date
JPMorgan Chase Bank, N.A. (formerly known as The Chase Manhattan Bank), as Administrative Agent	11/30/2006
RECEIVING PARTY DATA	
Name:	Lucent Technologies Inc.
Street Address:	600 Mountain Avenue
City:	Murray Hill
State/Country:	NEW JERSEY
Postal Code:	07974
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	RE39080
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	509265/0804
NAME OF SUBMITTER:	Kirstie Howard
Total Attachments: 4 source=LucR873#page1.tif source=LucR873#page2.tif	

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## TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENT RIGHTS

TERMINATION AND RELEASE dated as of November 30<sup>th</sup>, 2006 from JPMorgan Chase Bank, N.A., a national banking association (formerly known as The Chase Manhattan Bank), as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Lucent Technologies Inc., a Delaware corporation (the "Borrower").

### WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreements, dated as of February 22, 2001 and May 28, 2003 and amended and restated on August 11, 2006, made by the Borrower in favor of the Agent (the "Collateral Agreements"), a security interest (the "Security Interest") was granted by the Borrower to the Agent in certain collateral, including the Patent Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Patent Rights dated as of May 28, 2003, among the Agent and the Borrower (the "Security Agreement"), the Borrower, by reference to the Collateral Agreements, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Patents, including the Patent Collateral;

WHEREAS, the Security Agreement was recorded in the Patent Division of the United States Patent and Trademark Office on August 27, 2003, at Reel 14416 and Frame 0873; and

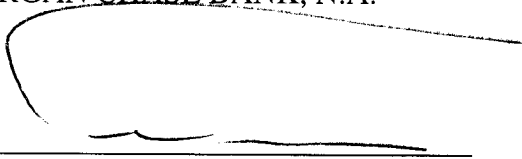
WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Patent Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Patent Collateral pursuant to the Collateral Agreements, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Patent Collateral," as used herein, shall mean all of the Borrower's right, title and interest of every kind and nature as of the date hereof in the Patents listed on Schedule A hereto. The term "Patents" shall have the meaning provided by reference in the Collateral Agreements and the Security Agreement.
2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Patent Collateral, and any right, title or interest of the Agent in such Patent Collateral shall hereby cease and become void.
3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A.

By: 

Name:

Title: **PETER M.  
MANAGING DIRECTOR**

STATE OF New York )  
COUNTY OF New York )

ss.:

On this 30<sup>th</sup> day of November, 2006, before me personally appeared Peter Ling to me known who, being by me duly sworn, did depose and say that he/she is a Managing Director of JPMorgan Chase Bank, N.A., described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by JPMorgan Chase Bank, N.A.

Robin H. Kendall  
Notary Public

(Affix Seal Below)

ROBIN H. KENDALL  
Notary Public, State of New York  
No. 01KE5045434  
Qualified in Nassau County  
Commission Expires September 27, 2009

Certificate Filed in New York County

**Schedule A**

<b>Patent</b>	<b>Patent Application No.</b>	<b>Patent No.</b>
RATE LOOP PROCESSOR FOR PERCEPTUAL ENCODER/DECODER	10/218,232	RE39080