

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Execution Date
JPMorgan Chase Bank, N.A.	01/14/2011

**RECEIVING PARTY DATA**

Name:	Telcordia Technologies, Inc.
Street Address:	One Telcordia Drive
City:	Piscataway
State/Country:	NEW JERSEY
Postal Code:	08854

**PROPERTY NUMBERS Total: 10**

Property Type	Number
Application Number:	12634842
Application Number:	12647597
Application Number:	12691052
Application Number:	12695661
Application Number:	11978763
Application Number:	11048410
Application Number:	12788418
Application Number:	12617844
Application Number:	12539286
Application Number:	12408221

**CORRESPONDENCE DATA**

Fax Number: (212)728-8111  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (212) 728-8000  
 Email: ipdept@willkie.com, mnieves@willkie.com

**CH \$400.00 12634842**

Correspondent Name: Michael Nieves c/o Willkie Farr & Gallag  
Address Line 1: 787 Seventh Avenue  
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	115617.00009
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NAME OF SUBMITTER:	Michael Nieves
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**Total Attachments: 6**  
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**RELEASE AGREEMENT**

THIS RELEASE AGREEMENT, dated as of January 14, 2011, between JPMorgan Chase Bank, N.A., in its capacities as administrative agent and collateral agent (the "Administrative Agent"), and Telcordia Technologies, Inc., a Delaware corporation (the "Borrower"). Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Credit Agreement (hereinafter defined) or the First Lien Security Agreement (hereinafter defined), as applicable.

WITNESSETH:

WHEREAS, the Borrower entered into that certain Credit Agreement dated as of April 30, 2010 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, TTI Holding Corporation I, a Delaware corporation ("Holdings"), the Lenders from time to time party thereto and the Administrative Agent;

WHEREAS, pursuant to the Credit Agreement, the Borrower entered into that certain First Lien Security Agreement dated as of April 30, 2010 (the "First Lien Security Agreement") among the Borrower, Holdings, the other Persons listed on the signature pages thereto (collectively with the Borrower, Holdings and the Additional Grantors, the "Grantors") and the Administrative Agent;

WHEREAS, pursuant to the First Lien Security Agreement, a security interest was granted by the Grantors to the Administrative Agent in the Collateral which includes (among other things) the security interest granted by the Borrower in the Release Collateral (hereinafter defined);

WHEREAS, pursuant to the First Lien Security Agreement, a financing statement (the "Financing Statement") was filed against the Borrower in the Delaware Secretary of State Office on April 30, 2010, with initial filing number 2010 1517436 to perfect the Administrative Agent's security interest in (among other things) the Release Collateral;

WHEREAS, pursuant to the First Lien Security Agreement, that certain First Lien Patent Security Agreement dated April 30, 2010 (the "First Lien Patent Security Agreement") by and between the Borrower and the Administrative Agent was recorded in the United States Patent and Trademark Office ("PTO"), at Reel 24523/Frame 0734; and

WHEREAS, pursuant to (a) that certain Patent Purchase Agreement (FPA-1) dated as of December 30, 2010, between Borrower and TTI Inventions D LLC and (b) that certain Patent Purchase Agreement (FPA-2) dated as of December 30, 2010, between Borrower and TTI Inventions D LLC, the Borrower sold (the "Transaction") the Release Collateral to TTI Inventions D LLC; and

WHEREAS, in connection with the Transaction, the Borrower has requested that the Administrative Agent terminate and release the entirety of the Administrative Agent's security interest in the Release Collateral;

NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release Agreement, the Administrative Agent hereby agrees as follows:

1. Release of Security Interest. In reliance on the Officer's Certificate of the Borrower dated as of the date hereof and delivered to the Administrative Agent in connection with this Release Agreement, the Administrative Agent hereby terminates, releases and discharges its security interest in the Release Collateral and agrees, upon request of the Borrower, (i) to file any necessary amendment to the Financing Statement and (ii) to duly execute any necessary amendment to the First Lien Patent Security Agreement to be duly filed with the PTO, in each case to confirm and evidence such termination, release and discharge. As used herein "Release Collateral" means, any and all right, title and interest of the Administrative Agent in and to the following: (i) each Patent referred to in Exhibit 1 hereto; (ii) all issuances and applications for registration for any of the foregoing, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof; (iii) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Borrower accruing thereunder or pertaining thereto; and (iv) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the foregoing, including, without limitation, all Proceeds of and revenues from any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, all proceeds and damages relating thereto.

Nothing in this Release Agreement shall be construed to act as a release of, or prejudice the rights of the Administrative Agent (or any successor) in or to, any liens, security interests, charges and other encumbrances granted by any Grantor other than as expressly set forth herein with respect to the Release Collateral.

2. Further Assurances. The Administrative 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 in the Release Collateral contemplated hereby.

3. Expenses. Nothing in this Release Agreement shall be construed to prejudice the rights of the Administrative Agent (or any successor) to charge and be reimbursed for any reasonable and documented out-of-pocket expenses it may incur in connection herewith.

4. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS RELEASE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD

NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS RELEASE AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS PARAGRAPH.

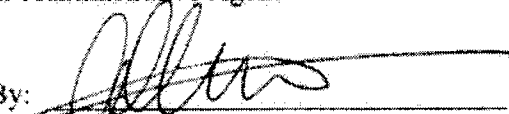
5. Governing Law. This Release Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[Remainder of page intentionally left blank.]

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

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent

By:



Name: ALEX KHAVIN

Title: EXECUTIVE DIRECTOR

ACKNOWLEDGED AND AGREED TO  
as of the date first above written:

TELCORDIA TECHNOLOGIES, INC.

By: \_\_\_\_\_  
Name: Joseph Giordano  
Title: Secretary

*Release Agreement – Signature Page (First Lien)*

**PATENT**  
**REEL: 025685 FRAME: 0281**

# EXHIBIT 1

## Release Collateral

Patent Number	Filing Date	Title
12/634,842	12/10/2009	Pre-registration/Pre-authentication in E-UTRAN and eHRPD Interworking
12/647,597	12/28/2009	Non-Blocking Admission Control
12/691,052	01/21/2010	System for MIMO spatial adaptivity in dynamic environments
12/695,661	01/28/2010	System and Method for Resource Allocation of a LTE Network Integrated with Femtocells
11/978,763	10/30/2007	Method and system to support scalable application level communication between mobile device and a centralized application server
11/048,410	01/31/2005	Proactive location based routing in a wireless ad-hoc network
12/788,418	05/27/2010	Mobile ad-hoc re-routing method
12/617,844	11/13/2009	System and Method for Privacy-Enabled Mobile Locator Services with Dynamic Encounter Horizon
12/539,286	08/11/2009	System and Method for Using Networked Mobile Devices in Vehicles
12/408,221	03/20/2009	Distributed Method to Minimize End-to-End Latency in Vehicle Networks