

## 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
Alcatel Lucent Canada Inc.	07/19/2013
RECEIVING PARTY DATA	
Name:	Credit Suisse AG
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
PROPERTY NUMBERS Total: 22	
Property Type	Number
Application Number:	13929873
Application Number:	13928516
Application Number:	13924716
Application Number:	13922973
Application Number:	13921652
Application Number:	13912709
Application Number:	13911625
Application Number:	13899703
Application Number:	13899720
Application Number:	13893897
Application Number:	13893723
Application Number:	13892491
Application Number:	13892672
Application Number:	13892494
Application Number:	13891358

Application Number:	13891587
Application Number:	13891446
Application Number:	13890325
Application Number:	13890304
Application Number:	13887523
Application Number:	13887746
Application Number:	13860848

# CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	36261-60 ALC PATENT (HS)
NAME OF SUBMITTER:	Daniel St. Onge
Signature:	//Daniel St. Onge//
Date:	07/22/2013

# Total Attachments: 6

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## SUPPLEMENTAL U.S. PATENT SECURITY AGREEMENT

THIS SUPPLEMENTAL PATENT SECURITY AGREEMENT, dated as of July 19, 2013 (this "Agreement"), is made by Alcatel Lucent Canada Inc. (the "Grantor"), in favor of Credit Suisse AG, as collateral agent for the Secured Parties (in such capacity, including any successor thereto in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, the Grantor entered into a Pledge and Security Agreement dated as of January 30, 2013 (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Grantor and each of the other grantors from time to time party thereto and the Collateral Agent, pursuant to which the Grantor, among others, agreed to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower;

WHEREAS, pursuant to the Security Agreement, the Grantor, among other things, granted a lien on and security interest in the Collateral, which includes, without limitation, certain Intellectual Property of the Grantor acquired after January 15, 2013 (the "After-Acquired IP"); and

WHEREAS, pursuant to the Security Agreement, the Grantor agreed to execute and deliver this Agreement in order to record the security interest granted to the Collateral Agent in certain After-Acquired IP for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement.

Section 2. Grant of Security Interest. The Grantor grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all of the following property of such Grantor, in each case, whether now or hereafter existing or in which any such Grantor now has or hereafter acquires an interest (collectively, the "Patent Collateral") as collateral security for the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. § 362(a) (and any successor provision thereof)), of all Obligations (as defined in the Credit Agreement):

all United States patents and certificates of invention, and applications for any of the foregoing, including, without limitation: (a) each patent and patent application listed on Schedule A attached hereto, (b) all reissues, divisionals, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (c) the right to sue or otherwise

recover for any past, present and future infringement or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (e) all other rights corresponding thereto under applicable law.

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and 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 the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION, WHETHER SOUNDING IN CONTRACT LAW OR TORT LAW OR OTHERWISE, BASED UPON, ARISING OUT OF OR RELATING TO THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

Section 5. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed signature page to this Agreement by facsimile transmission or in electronic (e.g., "pdf" or "tif") format shall be as effective as delivery of a manually signed counterpart of this Agreement.

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IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ALCATEL-LUCENT CANADA INC.

By: \_\_\_\_\_

Name:

*Kenneth Bellows*

Title:

*VP - TAXATION*

**SCHEDULE A**  
to  
**SUPPLEMENTAL U.S. PATENT SECURITY AGREEMENT**

Juris-diction	Status	Filing Number	Filing Date	Grant Number	Title	Beneficial Owner Jan 15 (or Current if new)
US	Pending	13/929873	28-Jun-2013		Traffic Detection Function Based On Usage Based Thresholds	Alcatel-Lucent Canada Inc.
US	Pending	13/928516	27-Jun-2013		Digital Serializer Based Pulsewidth Modulator Controller	Alcatel-Lucent Canada Inc.
US	Pending	13/924716	24-Jun-2013		Radius Session Limit Per Service Type	Alcatel-Lucent Canada Inc.
US	Pending	13/922973	20-Jun-2013		Event-Driven Application Systems And Methods	Alcatel-Lucent Canada Inc.
US	Pending	13/921652	19-Jun-2013		Handling Of Auxiliary Nas	Alcatel-Lucent Canada Inc.
US	Pending	13/912709	7-Jun-2013		Method And Apparatus For Software Defined Network Flow Distribution	Alcatel-Lucent Canada Inc.
US	Pending	13/911625	6-Jun-2013		Netconf Snmp Gateway	Alcatel-Lucent Canada Inc.

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Juris-diction	Status	Filing Number	Filing Date	Grant Number	Title	Beneficial Owner Jan 15 (or Current if new)
US	Pending	13/899703	22-May-2013		Diameter Message Mirroring And Spoofing	Alcatel-Lucent Canada Inc.
US	Pending	13/899720	22-May-2013		Using Multiple Oscillators Across A Sub-Network For Improved Holdover	Alcatel-Lucent Canada Inc.
US	Pending	13/893897	14-May-2013		Sd Peer Selection And Routing	Alcatel-Lucent Canada Inc.
US	Pending	13/893723	14-May-2013		Binding Of Sd Messages With Radius Messages	Alcatel-Lucent Canada Inc.
US	Pending	13/892491	13-May-2013		Customizable Task Execution Flow	Alcatel-Lucent Canada Inc.
US	Pending	13/892672	13-May-2013		Diameter Routing Agent Load Balancing	Alcatel-Lucent Canada Inc.
US	Pending	13/892494	13-May-2013		Method And Apparatus For Manipulating Avps In A Diameter Routing Agent	Alcatel-Lucent Canada Inc.
US	Pending	13/891358	10-May-2013		PCC Qos Authorization Based On Rule Split And Flow Direction	Alcatel-Lucent Canada Inc.

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Juris-diction	Status	Filing Number	Filing Date	Grant Number	Title	Beneficial Owner Jan 15 (or Current if new)
US	Pending	13/891587	10-May-2013		Custom Diameter Attribute Implementers	Alcatel-Lucent Canada Inc.
US	Pending	13/891446	10-May-2013		System And Method For Inline Http Notification	Alcatel-Lucent Canada Inc.
US	Pending	13/890325	9-May-2013		Framework For Managing Failures In Outbound Messages	Alcatel-Lucent Canada Inc.
US	Pending	13/890304	9-May-2013		Symmetrical Latency With Tdm Circuit Emulated Service	Alcatel-Lucent Canada Inc.
US	Pending	13/887523	6-May-2013		Stateless Load Balancing Of Connections	Alcatel-Lucent Canada Inc.
US	Pending	13/887746	6-May-2013		Stateless Recognition Of Keep-Alive Packets	Alcatel-Lucent Canada Inc.
US	Pending	13/860848	11-Apr-2013		Monitoring Resource Congestion In A Network Processor	Alcatel-Lucent Canada Inc.

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