

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT2718959

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ALCATEL-LUCENT CANADA INC.	02/06/2014
RECEIVING PARTY DATA	
Name:	CREDIT SUISSE AG
Street Address:	ELEVEN MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
PROPERTY NUMBERS Total: 7	
Property Type	Number
Application Number:	14056985
Application Number:	14133923
Application Number:	14043970
Application Number:	14143499
Application Number:	14143526
Application Number:	14132664
Application Number:	14133753
CORRESPONDENCE DATA	
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Correspondent Name:	KIRKLAND & ELLIS LLP
Address Line 1:	ATTN HAYLEY SMITH, SR. LEGAL ASSISTANT
Address Line 2:	601 LEXINGTON AVENUE
Address Line 4:	NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	ALU CANADA (Q4)
NAME OF SUBMITTER:	HAYLEY SMITH
Signature:	//Hayley Smith//
Date:	02/07/2014
Total Attachments: 4 source=Q4 Supplemental Patent Security Agreement - Alcatel-Lucent Canada#page1.tif source=Q4 Supplemental Patent Security Agreement - Alcatel-Lucent Canada#page2.tif source=Q4 Supplemental Patent Security Agreement - Alcatel-Lucent Canada#page3.tif source=Q4 Supplemental Patent Security Agreement - Alcatel-Lucent Canada#page4.tif	

SUPPLEMENTAL U.S. PATENT SECURITY AGREEMENT

THIS SUPPLEMENTAL PATENT SECURITY AGREEMENT, dated as of February 6, 2014 (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.

[Remainder of page intentionally left blank]

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 BELLOWE
Title: VP - TAXATION

SCHEDULE A
to
SUPPLEMENTAL U.S. PATENT SECURITY AGREEMENT

Jurisdiction	Status	Filing Number	Publication Number	Grant Number	Title	Filing Date	Current Record Owner or Title in the name of (CPA Data)	Beneficial Owner Jan 15 (or Current if new)
US	Pending	14/056985			Doherty Amplifiers With Peak Branch Rf Conditioning	10/18/2013	Alcatel-Lucent Canada Inc.	Alcatel-Lucent Canada Inc.
US	Pending	14/133923			Communication Network With Low Latency Call Signaling Functionality	12/19/2013		Alcatel-Lucent Canada Inc.
US	Pending	14/043970			Mounting Solution For Components On A Very Fine Pitch Array	10/02/2013	Alcatel-Lucent Canada Inc.	Alcatel-Lucent Canada Inc.
US	Pending	14/143499			Method And Apparatus For Distributed Multi-Level Stateless Load Balancing	12/30/2013		Alcatel-Lucent Canada Inc.
US	Pending	14/143526			Method And Apparatus For Content-Based Stateless Load Balancing	12/30/2013		Alcatel-Lucent Canada Inc.
US	Pending	14/132664			Minimizing Symmetrical Latency Impact By Jitter Buffer For Tdm Ccs	12/18/2013	Alcatel-Lucent Canada Inc.	Alcatel-Lucent Canada Inc.
US	Pending	14/133753			Flexible And Generalized Authentication	12/19/2013	Alcatel-Lucent Canada Inc.	Alcatel-Lucent Canada Inc.