

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT2787561

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	CREDIT SUISSE AG	12/23/2013
RECEIVING PARTY DATA		
Name:	ALCATEL-LUCENT N.V.	
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Internal Address:	2288 BH	
City:	RIJSWIJK-ZH	
State/Country:	NETHERLANDS	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Patent Number:	5606558	
Patent Number:	5537239	
CORRESPONDENCE DATA		
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ATTORNEY DOCKET NUMBER:	SVI-SECURITYRELEASE (MTP)	
NAME OF SUBMITTER:	GREGORY J. MURGIA	
SIGNATURE:	/Gregory J. Murgia/	
DATE SIGNED:	03/27/2014	
Total Attachments: 3		
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RELEASE OF SECURITY INTEREST IN PATENTS

This Release of Security Interest in U.S. Patent (this "Release") is made as of December 21, 2013 ("Effective Date") by Credit Suisse AG, as collateral agent for the Secured Parties (in such capacity, including any successor thereto in such capacity, the "Collateral Agent"), in favor of Alcatel-Lucent NV ("Grantor"). Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement (as defined below).

WHEREAS, 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"), among Grantor and each of the other grantors from time to time party thereto and the Collateral Agent;

WHEREAS, Grantor executed and delivered to the Collateral Agent that certain U.S. Patent Security Agreement, dated as of January 30, 2013 (the "U.S. Patent Security Agreement"), for recordation with the United States Patent and Trademark Office ("USPTO");

WHEREAS, pursuant to the terms and conditions of the Security Agreement and the U.S. Patent Security Agreement, Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on, among other things, (a) all of Grantor's right, title and interest in, to and under the United States patents 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 (collectively, the "Recorded Against Released Patent Collateral");

WHEREAS, the U.S. Patent Security Agreement was recorded in the USPTO on January 30, 2013 at reel/frame number 029737/0641;

WHEREAS, Grantor has (a) notified the Collateral Agent that a disposition of property or liquidation permitted under the Credit Agreement will be effectuated with respect to the Released Patent Collateral and (b) requested that the Collateral Agent execute and deliver this Release pursuant to Section 9.08 of the Credit Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby irrevocably releases, relinquishes and discharges, with respect to Grantor, all of its continuing security interest in all Grantor's right, title or interest in, to and under the Released Patent Collateral, and re-assigns to Grantor any and all right, title or interest it may have in such Released Patent Collateral, all without warranty and representation of any kind.

The Collateral Agent hereby authorizes Grantor, Grantor's authorized representatives or a subsequent owner of any of the United States patents listed on Schedule A to: (a) record this Release with the USPTO and/or any other applicable governmental office or agency, and (b) file UCC financing statement amendments with the applicable filing offices in order to memorialize the release of the security interest of the Collateral Agent in the Released Patent Collateral.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

CREDIT SUISSE AG. CAYMAN ISLANDS
BRANCH

By: 

Name: Vipul Dhadda

Title: Authorized Signatory

By: 

Name: Alex Verdone

Title: Authorized Signatory

Schedule A

Patent Number	Application Number	Issue Date	Title
US5606558	320744	25-Feb-1997	Atm Adaptation For B Service
US5537239	244624	16-Jul-1996	Optical Switch Matrix

NY6000374.1

RECORDED: 03/27/2014

PATENT
REEL: 032537 FRAME: 0534