## 502837447 06/04/2014

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT2884043

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date
CREDIT SUISSE AG	04/29/2014

### **RECEIVING PARTY DATA**

Name:	ALCATEL-LUCENT	
Street Address:	54, RUE LA BOETIE	
City:	PARIS	
State/Country:	FRANCE	
Postal Code:	75008	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	
Patent Number:	8396945	

### **CORRESPONDENCE DATA**

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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NAME OF SUBMITTER:	GRAHAME PLAUNT	
SIGNATURE:	//GRAHAME PLAUNT//	
DATE SIGNED:	06/04/2014	

**Total Attachments: 3** 

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PATENT 502837447 REEL: 033084 FRAME: 0814

#### RELEASE OF SECURITY INTEREST IN PATENTS

This Release of Security Interest in Patents (this "Release") is made as of April [2], 2014 ("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 ("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 "Released Patent Collateral");

WHEREAS, the U.S. Patent Security Agreement was recorded in the USPTO on January 30, 2013 at reel/frame number 029821/0001;

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 reassigns to Grantor any and all right, title or interest it may have in such Released Patent Collateral, all without warranty, representation or recourse 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, at Grantor's sole cost and expense, UCC financing statement amendments in a form and substance reasonably satisfactory to the Collateral Agent 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: \_\_\_\_

Title:

MICHAEL SPAIGHT

Ву: \_\_\_

Ryan Long

Name: Title:

**Authorized Signatory** 

[Signature Page to Patent Release]

# Schedule A

CASE REFERENCE	OWNER	GRANT NUMBER	APPL NUMBER	ISSUE DATE	APPL DATE	TITLE
139530-US- NP	Alcatel Lucent	US8396945	11/530531	12- Mar- 2013	11-Sep-2006	Network Management System With Adaptive Sampled Proactive Diagnostic Capabilities

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PATENT REEL: 033084 FRAME: 0817

RECORDED: 06/04/2014