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OMB No. 0651-0027 (exp 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103668822

PATENT

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

MRD 8/28/14

1. Name of conveying party(ies)

ECI Telecom Inc.; Telcom Investments (Finance) LLC
ECI Telecom Ltd.; ECI Holding (Hungary) Korlatolt Felelősségű
Társaság; Epsilon 1 Ltd.; and ECI Telecom (UK) Limited

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) August 13, 2014

- Assignment
- Security Agreement
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Name: Credit Suisse AG, Cayman Islands Branch, as collateral agent

Internal Address: _____

Street Address: 11 Madison Avenue

City: New York

State: New York

Country: US Zip: 10010

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

SEE ATTACHED SCHEDULE I

SEE ATTACHED SCHEDULE I

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Gary Abelev, Esq.

Internal Address: ANDREWS KURTH LLP

Street Address: 450 LEXINGTON AVENUE

City: New York

State: New York Zip: 10017

Phone Number: 212-850-2881

Docket Number: 18243-68182

Email Address: PTONY@andrewskurth.com

6. Total number of applications and patents involved: 132

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number: 50-2849

Authorized User Name: Gary Abelev

9. Signature:

Signature

August 28, 2014

Date

Gary Abelev, Esq.
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

Schedule I

I Issued Patents

<u>Registered Owner</u>	<u>Internal Reference No</u>	<u>Patent Number</u>	<u>Grant Date</u>
ECI Telecom Ltd.	ECIP/A003/US	6005873	12/21/1999
ECI Telecom Ltd.	ECIP/A004/US	6870810	3/22/2005
ECI Telecom Ltd.	ECIP/A012/US	6570984	5/27/2003
ECI Telecom Ltd.	ECIP/A013/US	6091338	7/18/2000
ECI Telecom Ltd.	ECIP/A026/US	6424626	7/23/2002
ECI Telecom Ltd.	ECIP/A028/US	7142549	11/28/2006
ECI Telecom Ltd.	ECIP/A033/US	6665404	12/16/2003
ECI Telecom Ltd.	ECIP/A034/US	7907620	3/15/2011
ECI Telecom Ltd.	ECIP/A036/US	7761094	7/20/2010
ECI Telecom Ltd.	ECIP/A037/US	8189574	5/29/2012
ECI Telecom Ltd.	ECIP/A041/US	7924835	4/12/2011
ECI Telecom Ltd.	ECIP/A045/US	8391299	3/5/2013
ECI Telecom Ltd.	ECIP/A048/US	7630386	12/8/2009
ECI Telecom Ltd.	ECIP/A052/US	8531974	9/10/2013
ECI Telecom Ltd.	ECIP/A053/US	8606109	12/10/2013
ECI Telecom Ltd.	ECIP/A054/US	8457488	6/4/2013
ECI Telecom Ltd.	ECIP/A056/US	8452003	5/28/2013
ECI Telecom Ltd.	ECIP/A058/US	8661122	2/25/2014
ECI Telecom Ltd.	ECIP/A064/US	8805184	8/12/2014
ECI Telecom Ltd.	ECIP/D003/US	6512790	1/28/2003
ECI Telecom Ltd.	ECIP/E002/US	6233261	5/15/2001
ECI Telecom Ltd.	ECIP/E006/US	6256431	7/3/2001

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ECI Telecom Ltd.	ECIP/E008/US	6583904	6/24/2003
ECI Telecom Ltd.	ECIP/E009/US	8385738	2/26/2013
ECI Telecom Ltd.	ECIP/E011/US	7254228	8/7/2007
ECI Telecom Ltd.	ECIP/F005/CIP	7139477	11/21/2006
ECI Telecom Ltd.	ECIP/F009/US	6735736	5/11/2004
ECI Telecom Ltd.	ECIP/F010/US	7058056	6/6/2006
ECI Telecom Ltd.	ECIP/F011/US	7023848	4/4/2006
ECI Telecom Ltd.	ECIP/F014/USA	6832052	12/14/2004
ECI Telecom Ltd.	ECIP/F021/US	7280768	10/9/2007
ECI Telecom Ltd.	ECIP/F022/US	7359964	4/15/2008
ECI Telecom Ltd.	ECIP/F023/CIP	7181139	2/20/2007
ECI Telecom Ltd.	ECIP/F023/US	6763191	7/13/2004
ECI Telecom Ltd.	ECIP/F025/US	7024116	4/4/2006
ECI Telecom Ltd.	ECIP/F026/US	6996125	2/7/2006
ECI Telecom Ltd.	ECIP/F027/CIP	7199921	4/3/2007
ECI Telecom Ltd.	ECIP/F027/US	7199920	4/3/2007
ECI Telecom Ltd.	ECIP/F028/US	6990067	1/24/2006
ECI Telecom Ltd.	ECIP/F030/US	7200341	4/3/2007
ECI Telecom Ltd.	ECIP/F031/US	7356052	4/8/2008
ECI Telecom Ltd.	ECIP/F032/US	6904438	6/7/2005
ECI Telecom Ltd.	ECIP/F034/US	7388827	6/17/2008
ECI Telecom Ltd.	ECIP/F035/US	7124158	10/17/2006
ECI Telecom Ltd.	ECIP/F036/US	8327021	12/4/2012
ECI Telecom Ltd.	ECIP/F037/US	6915350	7/5/2005
ECI Telecom Ltd.	ECIP/F040/US	7187862	3/6/2007

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PATENT
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ECI Telecom Ltd.	ECIP/F041/US	7305013	12/4/2007
ECI Telecom Ltd.	ECIP/F042/US	7346081	3/18/2008
ECI Telecom Ltd.	ECIP/F043/US	7064814	6/20/2006
ECI Telecom Ltd.	ECIP/F045/US	7046429	5/16/2006
ECI Telecom Ltd.	ECIP/F046/US	7339936	3/4/2008
ECI Telecom Ltd.	ECIP/F047/US	7619967	11/17/2009
ECI Telecom Ltd.	ECIP/F048/US	7242864	7/10/2007
ECI Telecom Ltd.	ECIP/F051/US	7551571	6/23/2009
ECI Telecom Ltd.	ECIP/F057/US	8160106	4/17/2012
ECI Telecom Ltd.	ECIP/F059/US	7751707	7/6/2010
ECI Telecom Ltd.	ECIP/F060/US	7840133	11/23/2010
ECI Telecom Ltd.	ECIP/F064/US	7864389	1/4/2011
ECI Telecom Ltd.	ECIP/F065/US	8036147	10/11/2011
ECI Telecom Ltd.	ECIP/F068/US	8050563	11/1/2011
ECI Telecom Ltd.	ECIP/F069/US	8045258	10/25/2011
ECI Telecom Ltd.	ECIP/F071/US	8412039	4/2/2013
ECI Telecom Ltd.	ECIP/F072/US	8116197	2/14/2012
ECI Telecom Ltd.	ECIP/F075/US	8218966	7/10/2012
ECI Telecom Ltd.	ECIP/F076/US	8588621	11/19/2013
ECI Telecom Ltd.	ECIP/F077/US	8543013	9/24/2013
ECI Telecom Ltd.	ECIP/F078/US	8611211	12/17/2013
ECI Telecom Ltd.	ECIP/F080/US	8655186	2/18/2014
ECI Telecom Ltd.	ECIP/F081/US	8184545	5/22/2012
ECI Telecom Ltd.	ECIP/F082/US	8660426	2/25/2014
ECI Telecom Ltd.	ECIP/F083/US	8724519	5/13/2014

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ECI Telecom Ltd.	ECIP/F091/US	8611255	12/17/2013
ECI Telecom Ltd.	ECIP/F094/US	8711870	4/29/2014
ECI Telecom Ltd.	ECIP/F095/US	8611749	12/17/2013
ECI Telecom Ltd.	ECIP/F096/US	8724452	5/13/2014
ECI Telecom Ltd.	ECIP/F099/US	8775597	7/8/2014
ECI Telecom Ltd.	ECIP/J004/US	6747988	6/8/2004
ECI Telecom Ltd.	ECIP/J011/US	6647416	11/11/2003
ECI Telecom Ltd.	ECIP/J013/US	6636915	10/21/2003
ECI Telecom Ltd.	ECIP/J014/US	6618816	9/9/2003
ECI Telecom Ltd.	ECIP/J015/US	6658607	12/2/2003
ECI Telecom Ltd.	ECIP/J016/US	6765933	7/20/2004
ECI Telecom Ltd.	ECIP/J017/US	6714538	3/30/2004
ECI Telecom Ltd.	ECIP/J019/US	6591383	7/8/2003
ECI Telecom Ltd.	ECIP/J020/US	6914941	7/5/2005
ECI Telecom Ltd.	ECIP/J022/US	6611930	8/26/2003
ECI Telecom Ltd.	ECIP/J024/US	6816585	11/9/2004
ECI Telecom Ltd.	ECIP/J025/US	7080377	7/18/2006
ECI Telecom Ltd.	ECIP/J030/US	6957265	10/18/2005
ECI Telecom Ltd.	ECIP/J032/US	6934301	8/23/2005
ECI Telecom Ltd.	ECIP/J033/US B	7386008	6/10/2008
ECI Telecom Ltd.	ECIP/A025/US	6466656	10/15/2002
ECI Telecom Ltd.	ECIP/A034/US	7907620	3/15/2011
ECI Telecom Ltd.	ECIP/D001/USR	RE35740	03/03/1998
ECI Telecom Ltd.	ECIP/D005/US	6424940	7/23/2002
ECI Telecom Ltd.	ECIP/E010/US	7127178	10/24/2006

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ECI Telecom Ltd.	ECIP/E012/US	7068947	06/27/2006
ECI Telecom Ltd.	ECIP/F002/US	6760137	07/06/2004
ECI Telecom Ltd.	ECIP/F004/US	6626587	09/30/2003
ECI Telecom Ltd.	ECIP/F014/USB	6466886	10/15/2002
ECI Telecom Ltd.	ECIP/F038/US	7184553	02/27/2007
ECI Telecom Ltd.	ECIP/F053/US	7457354	3/24/2005
ECI Telecom Ltd.	ECIP/F054/US	7388828	6/17/2008
ECI Telecom Ltd.	ECIP/F055/US	7460469	12/2/2008
ECI Telecom Ltd.	ECIP/J021/US	6667955	12/23/2003
ECI Telecom Ltd.	ECIP/D001/US	5117453	5/26/1992

II. Patent Applications

<u>Registered Owner</u>	<u>Internal Reference No.</u>	<u>Serial Number</u>	<u>Date Filed</u>
ECI Telecom Ltd.	ECIP/A065/US	13/338994	12/28/2011
ECI Telecom Ltd.	ECIP/A066/US	13/453313	4/23/2012
ECI Telecom Ltd.	ECIP/A067/US	13/959236	8/5/2013
ECI Telecom Ltd.	ECIP/A068/US	14/097453	12/5/2013
ECI Telecom Ltd.	ECIP/F084/US	13/391267	8/9/2010
ECI Telecom Ltd.	ECIP/F086/US	13/508315	10/28/2010
ECI Telecom Ltd.	ECIP/F087/US	13/504252	10/12/2010
ECI Telecom Ltd.	ECIP/F089/US	13/518792	12/16/2010
ECI Telecom Ltd.	ECIP/F092/US	13/169303	6/27/2011
ECI Telecom Ltd.	ECIP/F093/US	13/243781	9/23/2011
ECI Telecom Ltd.	ECIP/F101/US	13/564470	8/1/2012
ECI Telecom Ltd.	ECIP/F103/US	13/605147	9/6/2012

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ECI Telecom Ltd.	ECIP/F104/US	13/628721	9/27/2012
ECI Telecom Ltd.	ECIP/F105/US	13/597555	8/29/2012
ECI Telecom Ltd.	ECIP/F106/US	13/649210	10/11/2012
ECI Telecom Ltd.	ECIP/F107/US	13/749296	1/24/2013
ECI Telecom Ltd.	ECIP/F108/US	13/747878	1/23/2013
ECI Telecom Ltd.	ECIP/F109/US	13/728492	12/27/2012
ECI Telecom Ltd.	ECIP/F110/US	13/845517	3/18/2013
ECI Telecom Ltd.	ECIP/F111/US	13/869514	4/24/2013
ECI Telecom Ltd.	ECIP/F112/US	13/901160	5/23/2013
ECI Telecom Ltd.	ECIP/F113/US	13/959199	8/5/2013
ECI Telecom Ltd.	ECIP/F114/US	14/160826	1/22/2014
ECI Telecom Ltd.	ECIP/F059/US	13/139507	11/25/2009
ECI Telecom Ltd.	ECIP/F100/US	13/530944	6/22/2012

III. Patent Licenses

<u>Licensee</u>	<u>Licensor</u>	<u>Type</u>	<u>Registration Number</u>	<u>Expiration Date</u>

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EXECUTION COPY

PATENT SECURITY AGREEMENT dated as of August 13, 2014 (this "**Agreement**"), among ECI Telecom Inc. ("**ECI Inc.**"), Telecom Investments (Finance) LLC ("**Telecom**"), ECI Telecom Ltd. ("**ECI Ltd.**"), ECI Holding (Hungary) Korlátolt Felelősségű Társaság ("**Holdings**"), Epsilon I Ltd. ("**Epsilon**"), and ECI Telecom (UK) Limited ("**Telecom UK**") (each of ECI Inc., Telecom, ECI Ltd., Holdings, Epsilon and Telecom UK referred to herein individually as a "**Grantor**" and collectively as "**Grantors**") and Credit Suisse AG, Cayman Islands Branch, as collateral agent (in such capacity, the "**Collateral Agent**")

Reference is made to (a) the First Lien Pledge and Security Agreement (U.S.) dated as of September 28, 2007 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement US**"), among the Grantors from time to time party thereto and the Collateral Agent, (b) the First Lien Pledge and Security Agreement (Israel) dated as of September 23, 2007 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement Israel**" and collectively referred to herein with the Security Agreement US as the "**Security Agreements**"), among the Grantors from time to time party thereto and the Collateral Agent, (c) the First Lien Credit Agreement dated as of September 28, 2007 (as amended, supplemented or otherwise modified from time to time, the "**Original Credit Agreement**"), among Holdings and Telecom (collectively, the "**Original Borrowers**"), the lenders party thereto from time to time (the "**Original Lenders**") and Credit Suisse, as administrative agent and collateral agent, (d) the Revolving Loan Facility Agreement dated as of May 2, 2013 (as amended, supplemented or otherwise modified from time to time, the "**Revolving Facility Agreement**" and collectively referred to herein with the Original Credit Agreement as the "**Credit Agreements**") among ECI Ltd. (the "**Revolving Borrower**" and collectively with the Original Borrowers referred to herein as the "**Borrowers**"), the lenders party thereto from time to time (the "**Revolving Lenders**" and collectively with the "**Original Lenders**" referred herein as the "**Lenders**") and Credit Suisse AG, as successor administrative agent and successor collateral agent to Bank Leumi Le-Israel Ltd ("**Leumi**") and (e) the Memorandum of Understanding entered into on January 2, 2014 (as amended, supplemented or otherwise modified from time to time, the "**MOU**" and collectively referred to herein with the Credit Agreements and any ancillary document related thereto as the "**Loan Agreements**"), by and among Revolving Borrower, as borrower, Swarth Capital Limited, as the shareholder, the Revolving Lenders and Credit Suisse AG, as successor administrative agent and successor collateral agent to Leumi. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Loan Agreements. In consideration of the Lenders extending such credit, the Grantors hereto have agreed to execute the attached Agreement. Holdings and the Subsidiary Grantors are affiliates of the Borrowers and derive substantial benefits from the extension of credit to the Borrowers pursuant to the Loan Agreements and are willing to execute and deliver this Agreement in connection with the Lenders extending such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement US. The rules of construction specified in Section 1.01(b) of the Security Agreement US also apply to this Agreement.

SECTION 2 Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations and the Secured Obligations (as defined in the Revolving Facility Agreement), each Grantor, pursuant to the Security Agreements and the Security Documents (such term as used herein shall have the meaning as defined in the Revolving Facility Agreement), did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Patent Collateral**"):

[First Lien Patent Security U.S.]

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all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor or any similar offices in any other country), including those listed on Schedule I (the "*Patents*"), and all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

SECTION 3. Security Agreements. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreements and the Security Documents. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security Agreements and the Security Documents, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement, the Security Agreements and the Security Documents, the terms of the Security Agreements and Security Documents shall govern and control.

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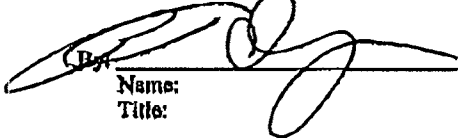
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTORS


ECI TELECOM LTD.

By: 
Name:
Title:


ECI TELECOM INC.

By: 
Name:
Title:


ECI HOLDING (HUNGARY) KORLATOLT FELELOSSEGUTARSASAG

By: 
Name:
Title:

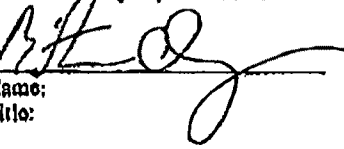
TELECOM INVESTMENTS (FINANCE) LLC

By: 
Name:
Title:

EPSILON 1 LTD.

By: 
Name:
Title:

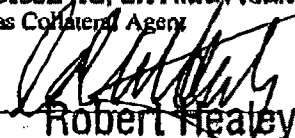
ECI TELECOM (UK) LIMITED

By: 
Name:
Title:

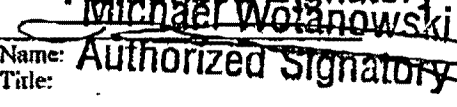
[First Lien Patent Security]

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CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent

By: 
Name: Robert Healey

Title: Authorized Signatory

By: 
Name: Michael Wotanowski
Title: Authorized Signatory

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[First Lien Patent Security U.S.]