

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT3445194

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
CORIAN T OY (FORMERLY KNOWN AS TELLABS OY)	04/27/2015

RECEIVING PARTY DATA

Name:	CERBERUS BUSINESS FINANCE, LLC, AS THE COLLATERAL AGENT
Street Address:	875 THIRD AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022

PROPERTY NUMBERS Total: 102

Property Type	Number
Application Number:	14601265
Application Number:	14596681
Application Number:	14570389
Application Number:	14554506
Application Number:	14546102
Application Number:	14514789
Application Number:	14505621
Application Number:	14504650
Application Number:	14453653
Application Number:	14277129
Application Number:	14268084
Application Number:	14259287
Application Number:	14258425
Application Number:	14196553
Application Number:	14173091
Application Number:	14172039
Application Number:	14157943
Application Number:	14147994
Application Number:	14147704
Application Number:	14146132

PATENT

Property Type	Number
Application Number:	14095170
Application Number:	14093730
Application Number:	14088692
Application Number:	14068069
Application Number:	14064644
Application Number:	14061796
Application Number:	14035171
Application Number:	13930584
Application Number:	13928768
Application Number:	13928680
Application Number:	13919243
Application Number:	13915644
Application Number:	13902211
Application Number:	13886451
Application Number:	13861437
Application Number:	13851544
Application Number:	13783896
Application Number:	13771176
Application Number:	13757936
Application Number:	13486976
Patent Number:	8611485
Application Number:	13422333
Application Number:	13419478
Application Number:	13300728
Application Number:	13198121
Patent Number:	8724514
Patent Number:	8656051
Patent Number:	8139499
Patent Number:	8462733
Patent Number:	8373426
Patent Number:	8731003
Application Number:	12687403
Application Number:	12611949
Patent Number:	8536960
Patent Number:	7864813
Patent Number:	8139481
Patent Number:	8164907
Patent Number:	8027269

Property Type	Number
Application Number:	12303437
Application Number:	12254361
Patent Number:	7969885
Patent Number:	8095711
Patent Number:	8279859
Patent Number:	7995623
Patent Number:	8189475
Application Number:	11907810
Patent Number:	7756165
Patent Number:	8081664
Application Number:	11884253
Patent Number:	8073003
Patent Number:	7822047
Application Number:	11797265
Patent Number:	7864776
Patent Number:	7649891
Patent Number:	7826354
Patent Number:	7285731
Patent Number:	7277635
Patent Number:	8125893
Patent Number:	7426184
Patent Number:	7296177
Patent Number:	7839863
Patent Number:	7573818
Patent Number:	8194542
Patent Number:	7126801
Patent Number:	6940435
Patent Number:	7512191
Patent Number:	7039128
Patent Number:	7254592
Patent Number:	6739504
Patent Number:	6433926
Patent Number:	6546615
Patent Number:	7167556
Patent Number:	6724995
Patent Number:	6243195
Patent Number:	6422461
Patent Number:	6421340

Property Type	Number
Patent Number:	6529476
Patent Number:	5870183
Patent Number:	6009133
Patent Number:	5930263
Patent Number:	5898887
Patent Number:	5768328

CORRESPONDENCE DATA

Fax Number: (312)863-7806

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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Email: nancy.brougher@goldbergkohn.com

Correspondent Name: NANCY BROUGHER, PARALEGAL

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Address Line 2: 55 EAST MONROE STREET, SUITE 3300

Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 7124.003

NAME OF SUBMITTER: NANCY BROUGHER

SIGNATURE: /njb/

DATE SIGNED: 07/20/2015

Total Attachments: 6

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ASSIGNMENT FOR SECURITY -- PATENTS

THIS ASSIGNMENT FOR SECURITY - - PATENTS made as of this 27th day of April, 2015, and effective as of October 6, 2014, by CORIANT OY (formerly known as Tellabs Oy), a company organized under the laws of Finland ("Assignor"), in favor of Cerberus Business Finance, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee");

WITNESSETH

WHEREAS, Assignor holds all right, title and interest in the letter patents, design patents and utility patents listed on the attached Schedule A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents");

WHEREAS, Assignor has entered into a Joinder Agreement, dated October 6, 2014 (the "Agreement"), to the Financing Agreement referred to below, by and among Tellabs, Inc., a Delaware corporation, as successor by merger with Blackhawk Merger Sub Inc. and as administrative borrower on behalf of the Borrowers ("Administrative Borrower"), in favor of the Assignee;

WHEREAS, Coriant International Group LLC (f/k/a Blackhawk Holding Vehicle LLC), a Delaware limited liability company ("Parent"), Administrative Borrower, each direct or indirect subsidiary of Parent listed as a "Borrower" on the signature pages thereto (together with each other Person that executes a joinder agreement and becomes a "Borrower" thereunder, each a "Borrower" and collectively, the "Borrowers"), each direct or indirect subsidiary of Parent listed as a "Guarantor" on the signature pages thereto (together with each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder or otherwise guarantees all or any part of the Obligations, each a "Guarantor" and collectively, the "Guarantors"), Collateral Agent, Cerberus, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent," and together with the Collateral Agent, each an "Agent" and collectively, the "Agents"), and the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders") have entered into that certain Financing Agreement dated as of December 3, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Financing Agreement"; capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Financing Agreement); and

WHEREAS, pursuant to a separate Foreign IP Security Agreement, Assignor has pledged to the Assignee and granted to the Assignee for the benefit of the Secured Parties a continuing security interest in all right, title and interest of such Assignor in, to and under its patents and the applications and registrations thereof, including those set forth on Schedule A attached hereto, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby pledge and grant to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the applicable Foreign IP Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event that any provision of this Assignment is deemed to conflict with the Foreign IP Security Agreement, the provisions of the Foreign IP Security Agreement shall control.

The obligations of the Assignor under this Assignment shall be subject to and limited if, and to the extent required by the application of the mandatory provisions of the Finnish Companies Act (624/2006, as amended, the "Finnish Companies Act"), regulating (i) unlawful financial assistance, as provided in chapter 13, section 10 of the Finnish Companies Act or (ii) distribution of assets, as provided for in chapter 13, section 1 of the Finnish Companies Act, or (iii) any other applicable mandatory provisions of the Finnish Companies Act. It is agreed that the liability of the Assignor under this Assignment in respect of such obligations only applies to the extent permitted by the above mentioned provisions of the Finnish Companies Act.

Without limiting the generality of the paragraph above, the liability of the Assignor under this Assignment shall always be limited to the highest of:

- (a) the aggregate amount of funds lent to it by the Secured Parties under the Finance Documents and/or lent to it by the other Borrowers pursuant to the Finance Documents; or
- (b) its distributable equity (*vapaa oma pääoma*).

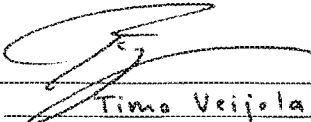
The provisions of this Assignment shall be subject to the mandatory provisions of Finnish law concerning business mortgages (Act on Business Mortgages 634/1984, as amended).

This Assignment may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

CORIAN OY (f/k/a Tellabs Oy)

By: 
Name: Timo Veijola
Title: Board member

Signature Page to Assignment for Security - Patent

PATENT 
REEL: 036132 FRAME: 0368

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Coriant Oy (f/k/a Tellabs Oy)

U.S. Patent Filings

Application No.	Filing Date	Int. Filing Date	Patent No.	Issued
14/601265		01/21/2015		
14/596681		01/14/2015		
14/570389		12/15/2014		
14/554506		11/26/2014		
14/546102		11/18/2014		
14/514789		10/16/2014		
14/505621		10/03/2014		
14/504650		10/02/2014		
14/453653		08/07/2014		
14/277129	05/14/2014	05/14/2014		
14/268084		05/05/2014		
14/259287		04/22/2014		
14/258425		04/22/2014		
14/196553		03/04/2014		
14/173091		02/05/2014		
14/172039		02/04/2014		
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14/147994		01/06/2014		
14/147704		01/06/2014		
14/146132		01/02/2014		
14/095170		12/03/2013		
14/093730		12/02/2013		
14/088692		11/25/2013		
14/068069		10/31/2013		
14/064644		10/28/2013		
14/061796		10/24/2013		
14/035171		09/24/2013		
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13/928768		06/27/2013		

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13/919243		06/17/2013		
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