

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4209357

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>			<b>Execution Date</b>
CORIANT EMEA HOLDINGS LIMITED			01/01/2017
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CERBERUS BUSINESS FINANCE, LLC, AS THE COLLATERAL AGENT		
<b>Street Address:</b>	875 THIRD AVENUE		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>		
<b>Patent Number:</b>	7974274		
<b>Patent Number:</b>	8761177		
<b>Patent Number:</b>	6389470		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)863-7806		
<i>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.</i>			
<b>Phone:</b>	312-863-7198		
<b>Email:</b>	nancy.brougher@goldbergkohn.com		
<b>Correspondent Name:</b>	NANCY BROUGHER, PARALEGAL		
<b>Address Line 1:</b>	GOLDBERG KOHN LTD.		
<b>Address Line 2:</b>	55 EAST MONROE STREET, SUITE 3300		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	7124.003		
<b>NAME OF SUBMITTER:</b>	NANCY BROUGHER		
<b>SIGNATURE:</b>	/njb/		
<b>DATE SIGNED:</b>	01/04/2017		
<b>Total Attachments: 4</b>			
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## ASSIGNMENT FOR SECURITY - - PATENTS

THIS ASSIGNMENT FOR SECURITY - - PATENTS, effective as of January 1, 2017, by Coriant EMEA Holdings Limited, a company organized under the laws of Ireland formerly known as Tellabs Holdings Limited ("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");

### W I T N E S S E T H

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 May 15, 2014, 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.

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.

*[Remainder of page intentionally left blank]*

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.

CORIANTEMEA HOLDINGS LIMITED

By:   
Name: Kathleen Wood  
Title: Director & Assistant Company Secretary

**SCHEDULE A TO ASSIGNMENT FOR SECURITY**

**Coriant EMEA Holdings Limited  
U.S. Patent Filings**

<b>App. No.</b>	<b>Pat No.</b>	<b>Filing Date</b>	<b>Issue Date</b>	<b>Title</b>
10/983893	7974274	09-Nov-2004	05-Jul-2011	Telecommunication systems
13/067621	8761177	15-Jun-2011	24-Jun-2014	Telecommunication systems AN2100 general architecture TDM/ATM converter
09/615066	6389470	15-Dec-1998	14-May-2002	A telecommunications controller messaging system middleware