

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4457679

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
XIEON NETWORKS S.A R.L.	06/13/2017
RECEIVING PARTY DATA	
Name:	CERBERUS BUSINESS FINANCE, LLC, AS COLLATERAL AGENT
Street Address:	875 THIRD AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 7	
Property Type	Number
Application Number:	15119072
Application Number:	15504203
Application Number:	15502709
Application Number:	15507120
Application Number:	15507928
Application Number:	15512728
Application Number:	15127049
CORRESPONDENCE DATA	
Fax Number:	(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>	
Phone:	312-863-7198
Email:	nancy.brougher@goldbergkohn.com
Correspondent Name:	NANCY BROUGHER, PARALEGAL
Address Line 1:	GOLDBERG KOHN LTD.
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:	06/13/2017

PATENT

Total Attachments: 4

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ASSIGNMENT FOR SECURITY - - PATENTS

THIS ASSIGNMENT FOR SECURITY - - PATENTS made as of this 13th day of June, 2017, and effective as of December 3, 2013, by Xieon Networks S.à r.l., a limited liability company organized under the laws of Luxembourg ("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, 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.

Assignor hereby authorizes Assignee unilaterally to modify this Assignment For Security - - Patents by amending Schedule A to include any new patent rights (including, but not limited to, any new patent application or issued patent or any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application) of Assignor subject to this Assignment for Security - - Patents. Notwithstanding the foregoing, no failure to so modify this Assignment For Security - - Patents or amend Schedule A shall in any way affect, invalidate or detract from Assignee's continuing security interest in all Collateral, whether or not listed on Schedule A.

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.

XIEON NETWORKS S.A R.L.

By: _____
Name: _____
Title: _____

Within Patent Secret

Signature Page to Assignment for Security - Patent

**SCHEDULE A
TO
ASSIGNMENT FOR SECURITY**

**Xieon Networks S.à r.l.
U.S. Patents**

Title	Ctry	Application #	Filing Date	Patent #
Dual parallel Mach-Zehnder-modulator device with pre-distorted driving voltages	USA	15/119,072	8/15/2016	
Reconfigurable add/drop multiplexing in optical networks	USA	15/504,203	2/15/2017	
A Connector Panel for Plug-in Units of a Telecommunication System and associated Shelf	USA	15/502,709	2/8/2017	
Data-aided chromatic dispersion estimation	USA	15/507,120	2/27/2017	
Method and System for Decoding a Modulated Signal	USA	15/507928	3/1/2017	
Pump power modulation in a feed-forward control for suppressing power transients	USA	15/512728	3/20/2017	
A cable clamp	USA	15/127049	9/19/2016	