

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Telcordia Technologies, Inc.		03/15/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	1806078	COMMON LANGUAGE
Registration Number:	2356510	DCOS-2000
Registration Number:	2666292	TT
Registration Number:	2124932	ISCP
Registration Number:	2404454	ISCP
Registration Number:	2204204	LAURE
Registration Number:	2252772	LOCATEIT
Registration Number:	1714632	MARCH
Registration Number:	2178905	MEDIAVANTAGE
Registration Number:	2198776	MEDIAVANTAGE
Registration Number:	2295077	NETPILOT
Registration Number:	2219966	NETRISK
Registration Number:	2271753	NMA
Registration Number:	1692707	ORATOR

OP \$865.00 1806078

Registration Number:	2677780	PERFORMANCE FROM EXPERIENCE
Registration Number:	2662933	PERFORMANCE FROM EXPERIENCE
Registration Number:	2666293	PERFORMANCE FROM EXPERIENCE
Registration Number:	2720486	SERVICEGATE
Registration Number:	1865181	SWITCH
Registration Number:	2260317	TELARIS
Registration Number:	2635268	TELCORDIA
Registration Number:	2672146	TELCORDIA
Registration Number:	2631616	TELCORDIA
Registration Number:	2642849	TELCORDIA
Registration Number:	2631702	TELCORDIA TECHNOLOGIES
Registration Number:	2635234	TELCORDIA TECHNOLOGIES
Registration Number:	2635235	TELCORDIA TECHNOLOGIES
Registration Number:	2659229	TELCORDIA TECHNOLOGIES
Registration Number:	1541322	TELEGATE
Registration Number:	1436320	TIRKS
Registration Number:	2692864	TT
Registration Number:	2680764	TT
Registration Number:	2680763	TT
Serial Number:	76602166	ELEMENTIVE

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7698
Email: ksolomon@stblaw.com
Correspondent Name: Mark Solomon, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	Mark Solomon
Signature:	/ms/
Date:	04/05/2005

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") dated March 15, 2005, is made by Telcordia Technologies, Inc., a Delaware corporation (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., as administrative agent (the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, TTI Holding Corporation, a Delaware corporation (to be merged with and into Grantor), has entered into a Credit Agreement dated as of March 15, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with TTI Holding Corporation I, a Delaware corporation ("Holdings"), JPMorgan Chase Bank, N.A., as the L/C Issuer, the Swing Line Lender and the Administrative Agent, the other Agents named therein and the Lenders party thereto.

WHEREAS, as a condition precedent to the making of the Loans and the issuance of Letters of Credit by the Lenders under the Credit Agreement and entry into Secured Hedge Agreements by the Hedge Banks from time to time, Grantor has executed and delivered that certain Security Agreement dated as of March 15, 2005 made by Grantor to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Trademarks of Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

Section 1. Grant of Security. Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a continuing security interest in all of Grantor's right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark owned by Grantor, including, without limitation, each Trademark registration and application therefor, referred to in Schedule 1 hereto;
- (ii) each exclusive Trademark license to which Grantor is a party;
- (iii) all registrations and applications for registration for any of the foregoing;
- (iv) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto; and
- (v) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the foregoing, including, without limitation, all Proceeds of and revenues from any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, all proceeds and damages relating thereto.

Section 2. No Transfer of Grantor's Rights. Except to the extent expressly permitted in the Credit Agreement or Security Agreement, Grantor agrees not to sell, license, exchange, assign, or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

Section 3. Security for Obligations. The grant of continuing security interest in the Trademark Collateral by Grantor under this Trademark Security Agreement secures the payment of all Obligations of Grantor, now or hereafter existing under or in respect of the Finance Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

Section 4. Recordation. Grantor authorizes and requests that the United States Trademark and Trademark Office and any other applicable government office record this Trademark Security Agreement.

Section 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

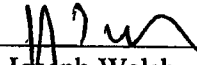
Section 6. Grants, Rights and Remedies. This Trademark Security Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the U.S. Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof and does not modify its terms or conditions or create any additional rights or obligations for any party thereto or hereto. The Security Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

Section 7. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

TELCORDIA TECHNOLOGIES, INC.

By: _____


Name: Joseph Walsh

Title: Chief Financial Officer

JPMORGAN CHASE BANK, N.A.

As Administrative Agent for Lenders

By: _____

Name:

Title:

TRADEMARK

REEL: 003060 FRAME: 0351

Section 7. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

TELCORDIA TECHNOLOGIES, INC.

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.
As Administrative Agent for Lenders

By: THK
Name:
Title: **Thomas H. Kozlark**
Vice President

STATE OF)
) ss
COUNTY OF)

On March __, 2005, before me personally came Joseph Walsh, who is personally known to me to be the Chief Financial Officer of Telcordia Technologies, Inc., a Delaware corporation; who, being duly sworn, did depose and say that he is the Chief Financial Officer in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

ROBERT KOONIN
Notary Public, State of New York
No. 01K08113974
Qualified in Rockland County
Certificate Filed in New York County
Commission Expires Aug. 8, 2008



Notary Public

(PLACE STAMP AND SEAL ABOVE)

STATE OF New York)
) ss
COUNTY OF New York)

On March 7th, 2005, before me personally came Thomas S Kozlak who is personally known to me to be the Vice President of JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Vice President in such association, the association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such association; and that she/he acknowledged said instrument to be the free act and deed of said association.

Edeline C. Adderley
Notary Public
EDELINE C. ADDERLEY
Notary Public, State of New York
No. 01AD079940 Qualified in Bronx County
Certificate Filed in New York County
Commission Expires September 3, 2008

(PLACE STAMP AND SEAL ABOVE)

**Schedule 1
To Trademark
Security Agreement**

Trademarks

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
COMMON LANGUAGE							
CANADA	TM4001	2/26/1987	579,002	10/27/1989	361,473	REGISTERE	
SPAIN	TM4003	12/22/1987	1,226,078	11/5/1990	1,226,078	REGISTERE	16
SPAIN	TM4002	1/29/1988	1,231,283	7/31/1991	1,231,283	REGISTERE	35
UNITED STATES	TM4010	2/25/1993	74/962,190	11/23/1993	1,806,078	REGISTERE	16,35
DCOS-2000							
UNITED STATES	TM4100	12/9/1997	75/402,767	6/13/2000	2,356,510	REGISTERE	9
DOUBLE "I" DESIGN							
UNITED STATES	TM4194	1/10/2002	76/370,452	12/24/2002	2,666,292	REGISTERE	16
ISCP							
UNITED STATES	TM4056	6/4/1996	75/113,865	12/30/1997	2,124,932	REGISTERE	9
ISCP (and Design)							
UNITED STATES	TM4059	6/4/1996	75/113,592	11/14/2000	2,404,454	REGISTERE	9
LAURE							
UNITED STATES	TM4044	12/12/1995	75/031,491	11/17/1998	2,204,204	REGISTERE	9
LOCATEIT							
UNITED STATES	TM4094	10/16/1997	75/374,021	6/15/1999	2,252,772	REGISTERE	9
MARCH							
UNITED STATES	TM4039	2/14/1991	74/138,984	9/8/1992	1,714,632	REGISTERE	9
*MEDIAVANTAGE							
UNITED STATES	TM4049-9	12/12/1995	75/031,497	8/4/1998	2,178,905	REGISTERE	9
UNITED STATES	TM4049-16	12/12/1995	75/031,498	10/20/1998	2,198,776	REGISTERE	16

*Registrations have been abandoned, but not yet reflected in the U.S. Patent and Trademark Office records

NetPilot													
UNITED STATES	TM4095	12/9/1997	75/402,581	11/30/1999	2,295,077	REGISTERE							9
NETRISK													
UNITED STATES	TM4081	2/27/1997	75/248,782	1/26/1999	2,219,966	REGISTERE							9
NMA													
UNITED STATES	TM4104	2/11/1998	75/432,723	8/24/1999	2,271,753	REGISTERE							9
ORATOR													
UNITED STATES	TM4014	1/16/1991	74/130,866	6/9/1992	1,692,707	REGISTERE							9
PERFORMANCE FROM EXPERIENCE													
UNITED STATES	TM4197	1/10/2002	76/393,930	1/21/2003	2,677,780	REGISTERE							9
UNITED STATES	TM4198	1/10/2002	76/370,456	12/17/2002	2,662,933	REGISTERE							16
UNITED STATES	TM4199	1/10/2002	76/370,455	12/24/2002	2,666,293	REGISTERE							42
SERVICEGATE													
UNITED STATES	TM4077	3/19/2001	76/228,459	6/3/2003	2,720,486	REGISTERE							9
Soliant													
AUSTRALIA	TM4067-AU	4/1/1997	731,025	4/1/1997	731025	REGISTERE							9
SWITCH													
UNITED STATES	TM4033	9/20/1991	74/205,181	11/29/1994	1,865,181	REGISTERE							9
Telaris													
UNITED STATES	TM4084	7/17/1997	75/325,845	7/13/1999	2,260,317	REGISTERE							9
TELCORDIA													
UNITED STATES	TM4186	1/10/2002	76/393,931	10/15/2002	2,635,268	REGISTERE							16
UNITED STATES	TM4187	1/10/2002	76/393,925	1/7/2003	2,672,146	REGISTERE							38
UNITED STATES	TM4188	1/14/2002	76/360,817	10/8/2002	2,631,616	REGISTERE							42,35
UNITED STATES	TM4185	1/10/2002	76/370,457	10/29/2002	2,642,849	REGISTERE							9
TELCORDIA TECHNOLOGIES													

UNITED STATES	TM4189	1/10/2002	76/393,929	10/8/2002	2,631,702	REGISTERE	9
UNITED STATES	TM4190	1/10/2002	76/370,453	10/15/2002	2,635,234	REGISTERE	16
UNITED STATES	TM4191	1/10/2002	76/370,454	10/15/2002	2,635,235	REGISTERE	38
UNITED STATES	TM4192	1/10/2002	76/370,458	12/10/2002	2,659,229	REGISTERE	42,35
TELEGATE							
CANADA	TM4079CA	11/1/1996	827,523	3/22/2000	525,420	REGISTERE	9
UNITED STATES	TM4041	6/23/1988	73/735,989	5/30/1989	1,541,322	REGISTERE	9
TIRKS							
UNITED STATES	TM4035	8/28/1986	73/617,140	4/14/1987	1,436,320	REGISTERE	9
TT							
UNITED STATES	TM4196	1/10/2002	76/393,927	3/4/2003	2,692,864	REGISTERE	42,35
UNITED STATES	TM4193	1/10/2002	76/393,932	1/28/2003	2,680,764	REGISTERE	9
UNITED STATES	TM4195	1/10/2002	76/393,928	1/28/2003	2,680,763	REGISTERE	38
ELEMENTIVE							
BRAZIL	TM 4205					MAILED	09,16,35
UNITED STATES	TM4204	7/13/2004	76/602,166			PENDING	09,16,35
TELCORDIA							
BRAZIL	4206					MAILED	09,16,35
TT							
BRAZIL	4207					MAILED	09,16,