

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent	FORMERLY The Chase Manhattan Bank	11/30/2006	National Banking Association:

RECEIVING PARTY DATA

Name:	Lucent Technologies Inc.
Street Address:	600 Mountain Avenue
City:	Murray Hill
State/Country:	NEW JERSEY
Postal Code:	07974
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2388016	
Registration Number:	2419358	LUCENT TECHNOLOGIES
Registration Number:	2419360	LUCENT TECHNOLOGIES
Registration Number:	2291839	
Registration Number:	2156127	
Registration Number:	2150197	
Registration Number:	2136727	
Registration Number:	2105052	LUCENT TECHNOLOGIES
Registration Number:	2103064	LUCENT TECHNOLOGIES
Registration Number:	2097317	LUCENT TECHNOLOGIES
Registration Number:	2057584	LUCENT TECHNOLOGIES
Registration Number:	2099158	LUCENT TECHNOLOGIES
Registration Number:	2199261	

OP \$365.00 2388016

Registration Number: 2333896

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER: 509265/0804

NAME OF SUBMITTER: Kirstie Howard

Signature: /kh/

Date: 12/07/2006

Total Attachments: 4

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of November ~~30~~th, 2006 from JPMorgan Chase Bank, N.A., a national banking association (formerly known as The Chase Manhattan Bank), as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Lucent Technologies Inc., a Delaware corporation (the "Borrower").

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreements, dated as of February 22, 2001 and May 28, 2003 and amended and restated on August 11, 2006, made by the Borrower in favor of the Agent (the "Collateral Agreements"), a security interest (the "Security Interest") was granted by the Borrower to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Conditional Assignment of and Grant of Security Interest in Trademark Rights dated as of February 22, 2001, among the Agent and the Borrower (the "Security Agreement"), the Borrower, by reference to the Collateral Agreements, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademarks, including the Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on April 5, 2001, at Reel 2276 and Frame 0880; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreements, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Borrower's right, title and interest of every kind and nature as of the date hereof in the Trademarks listed on Schedule A hereto. The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreements and the Security Agreement.
2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.
3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A.

By: _____

Name:

Title: **PETER M. LING**
MANAGING DIRECTOR

STATE OF New York)
COUNTY OF New York)

ss.:

On this 30th day of November, 2006, before me personally appeared Peter Ling to me known who, being by me duly sworn, did depose and say that he/she is Managing Director of JPMorgan Chase Bank, N.A., described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by JPMorgan Chase Bank, N.A.

Robin H. Kendall
Notary Public

(Affix Seal Below)

ROBIN H. KENDALL
Notary Public, State of New York
No. 01KE5045434
Qualified in Nassau County
Commission Expires September 27, 2009

Certificate filed in New York County

Schedule A

Trademark	Serial No.	Registration No.
LUCENT DESIGN	75/039,695	2,388,016
LUCENT TECHNOLOGIES	75/045,157	2,419,358
LUCENT TECHNOLOGIES & DESIGN	75/055,458	2,419,360
LUCENT DESIGN	75/146,127	2,291,839
LUCENT DESIGN	75/146,128	2,156,127
LUCENT DESIGN	75/146,130	2,150,197
LUCENT DESIGN	75/146,132	2,136,727
LUCENT TECHNOLOGIES	75/146,133	2,105,052
LUCENT TECHNOLOGIES	75/146,134	2,103,064
LUCENT TECHNOLOGIES	75/146,135	2,097,317
LUCENT TECHNOLOGIES	75/146,136	2,057,584
LUCENT TECHNOLOGIES	75/146,137	2,099,158
LUCENT DESIGN	75/177,274	2,199,261
LUCENT DESIGN	75/978,873	2,333,896