

04-23-2001



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101682093

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **LUCENT TECHNOLOGIES INC.**

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State (DE)
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: The Chase Manhattan Bank, as Collateral Agent

Internal Address: _____

Street Address: P.O. Box 2558

City: Houston State: TX ZIP: 77252

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designation must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Conditional Assignment Of And Security Interest In Trademark Rights

Execution Date: February 22, 2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) **See Attached Schedule A**

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Alison Winick, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41): \$ 365.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Alison Winick, Esq.
Name of Person Signing


Signature

4-5-01
Date

Total number of pages comprising cover sheet: 8

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002276 FRAME: 0880

SCHEDULE A

LUCENT TECHNOLOGIES REGISTERED MARKS UNITED STATES

LUCENT DESIGN	2388016	19-Sep-2000	United States of America	Registered
LUCENT DESIGN	2136727	17-Feb-1998	United States of America	Registered
LUCENT DESIGN	2199281	27-Oct-1998	United States of America	Registered
LUCENT DESIGN	2180187	14-Apr-1998	United States of America	Registered
LUCENT DESIGN	2155127	12-May-1998	United States of America	Registered
LUCENT DESIGN	2281839	16-Nov-1998	United States of America	Registered
LUCENT DESIGN	2333898	21-Mar-2000	United States of America	Registered
LUCENT TECHNOLOGIES	2099158	23-Sep-1997	United States of America	Registered
LUCENT TECHNOLOGIES	2057584	28-Apr-1997	United States of America	Registered
LUCENT TECHNOLOGIES	2087317	16-Sep-1997	United States of America	Registered
LUCENT TECHNOLOGIES	2103064	07-Oct-1997	United States of America	Registered
LUCENT TECHNOLOGIES	2105052	14-Oct-1997	United States of America	Registered
LUCENT TECHNOLOGIES	2419358	09-Jan-2001	United States of America	Registered
LUCENT TECHNOLOGIES AND DESIGN (HORIZONTAL)	2419380	09-Jan-2001	United States of America	Registered

CONDITIONAL ASSIGNMENT OF AND
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS ("Conditional Assignment"), dated as of February 22, 2001, is made by LUCENT TECHNOLOGIES INC. a Delaware corporation (the "Borrower"), in favor of The Chase Manhattan Bank, a New York banking corporation, as Collateral Agent (the "Collateral Agent") for the Secured Parties referred to in the Guarantee and Collateral Agreement, dated as of February 22, 2001 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), among the Borrower, certain of its Subsidiaries and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to (i) the 364-Day Revolving Credit Facility Agreement, dated as of February 22, 2001 (as amended, supplemented or otherwise modified from time to time, the "Lucent 364-Day Credit Agreement"), among the Borrower, the Lenders from time to time parties thereto and The Chase Manhattan Bank, as administrative agent, (ii) the 364-Day Revolving Credit and Term Loan Facility Agreement, dated as of February 22, 2001 (as amended, supplemented or otherwise modified from time to time, the "Lucent Assumable Credit Agreement"), among the Borrower (the obligations of which shall be assumed by Agere Systems Inc., a Delaware corporation ("Agere") immediately prior to the consummation of an initial public offering of a portion of the shares thereof), Agere (solely to acknowledge its assumption of certain of the Borrower's rights and obligations), the Lenders from time to time parties thereto and The Chase Manhattan Bank, as administrative agent, and (iii) the 5-Year Amended and Restated Revolving Credit Facility Agreement, dated as of February 22, 2001 (as amended, supplemented or otherwise modified from time to time, the "Lucent Five-Year Credit Agreement" and, together with the Lucent 364-Day Credit Agreement and the Lucent Assumable Credit Agreement, the "Credit Agreements"), among the Borrower, the Lenders from time to time parties thereto (such Lenders, together with the Lenders under the Lucent 364-Day Credit Agreement and the Lenders under the Lucent Assumable Credit Agreement, the "Lenders") and The Chase Manhattan Bank, as administrative agent, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth in their respective Credit Agreements;

WHEREAS, in connection with the Credit Agreements, the Borrower and certain of its subsidiaries have executed and delivered the Guarantee and Collateral Agreement in favor of the Collateral Agent, for the benefit of the Administrative Agent, the Lenders and the holders of the External Sharing Debt Obligations;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the other Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Conditional Assignment;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreements and to induce the holders of External Sharing Debt to maintain such Indebtedness, the Borrower agrees, for the benefit of the Collateral Agent and the other Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Conditional Assignment, including its preamble and recitals, have the meanings provided or provided by reference in the Guarantee and Collateral Agreement.

SECTION 2. Conditional Assignment and Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks listed on Schedule A hereto, to the Collateral Agent, for the benefit of the Collateral Agent and the other Secured Parties, to secure payment, performance and observance of the Obligations.

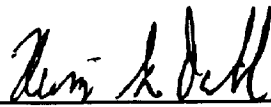
SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by the Borrower for the purpose of recording the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreements, the Guarantee and Collateral Agreement and the Collateral Sharing Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Conditional Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Conditional Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LUCENT TECHNOLOGIES INC.

By: 

Name: **Kevin G. DaSilva**

Title: **Assistant Treasurer**

THE CHASE MANHATTAN BANK,
as Collateral Agent for the Secured Parties

By: 

Name:

Thomas H. Kozlark

Title:

Vice President

STATE OF New York)
COUNTY OF New York) ss

On the 22nd day of February, 2001, before me personally came Kevin Da Silva, who is personally known to me to be the Assistant Treasurer of Lucent Technologies Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Assistant Treasurer in such corporation, the corporation 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 corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Sandra M. Reddy

Notary Public

SANDRA M. REDDY
NOTARY PUBLIC, State of New York
No. 01R26012762
Qualified in New York County
Commission Expires August 31, 2002

(PLACE STAMP AND SEAL ABOVE)

STATE OF New York)
COUNTY OF New York) ss

On the 22nd day of February, 2001, before me personally came Thomas H. Kozlark, who is personally known to me to be the vice president of The Chase Manhattan Bank, a New York banking corporation; who, being duly sworn, did depose and say that she/he is the vice president in such corporation, the corporation 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 corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Sandra M. Reddy
Notary Public **SANDRA M. REDDY**
NOTARY PUBLIC, State of New York
No. 01RE6012762
Qualified in New York County
Commission Expires August 31, 2002

(PLACE STAMP AND SEAL ABOVE)

**LUCENT TECHNOLOGIES
REGISTERED MARKS
UNITED STATES**

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LUCENT TECHNOLOGIES	2097317	16-Sep-1997	United States of America	Registered
LUCENT TECHNOLOGIES	2103064	07-Oct-1997	United States of America	Registered
LUCENT TECHNOLOGIES	2105052	14-Oct-1997	United States of America	Registered
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