

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nortel Networks Limited		02/14/2006	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank N.A., as collateral agent
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Banking Corporation: NEW YORK

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	2456966	BAYSTACK
Registration Number:	1933457	COMPANION
Registration Number:	2301696	CONTIVITY
Registration Number:	1109917	D M S
Registration Number:	1432791	DPN
Registration Number:	2360456	
Registration Number:	1342255	MERIDIAN
Registration Number:	1651913	MERIDIAN 1
Registration Number:	1681819	MERIDIAN SL
Registration Number:	1980303	NORTEL
Registration Number:	2001714	NORTEL
Registration Number:	2184321	NORTEL
Registration Number:	2249955	NORTEL NORTHERN TELECOM
Registration Number:	1946245	NT

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Registration Number:	1090024	NT
Registration Number:	1946246	NT NORTHERN TELECOM
Registration Number:	1090025	NT NORTHERN TELECOM
Registration Number:	1835262	OPTIVITY
Registration Number:	1896819	PASSPORT
Registration Number:	1670754	S/DMS TRANSPORTNODE
Registration Number:	2663562	NORTEL NETWORKS

CORRESPONDENCE DATA

Fax Number: (202)728-0744
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2027216405
Email: christine.wilson@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	02/21/2006

Total Attachments: 3
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TRADEMARK SECURITY AGREEMENT

(Trademark Registrations, Trademark Applications)

WHEREAS, Nortel Networks Limited, a Canadian corporation (herein referred to as the "Lien Grantor") owns the Trademark Collateral (as defined below);

WHEREAS, pursuant to (i) a Security Agreement dated as of February 14, 2006 (as amended and/or supplemented from time to time, the "Security Agreement") among Nortel Networks Inc., the Subsidiaries party thereto, JPMorgan Chase Bank, N.A., as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "Grantee"), and the other parties named therein, and (ii) certain other Security Documents (including this Trademark Security Agreement), the Lien Grantor has secured certain obligations (the "Secured Obligations") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Lien Grantor's right, title and interest in, to and under 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:

(iii) each Trademark (as defined in the Security Agreement) owned by the Lien Grantor, including, without limitation, each Trademark registration referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and

(iv) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Lien Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto).

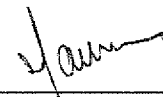
The Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security Agreement. The Lien Grantor and the Grantee acknowledges and affirms that the rights and remedies of the Grantee and the Lien Grantor with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

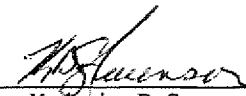
IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 14th day of February, 2006.

NORTEL NETWORKS LIMITED

By: _____


Name: Gordon Davies
Title: General Counsel - Corporate and
Corporate Secretary

By: _____


Name: Katharine B. Stevenson
Title: Treasurer

Schedule 1 to Trademark Security Agreement

Item	Assignee (Owner)	Application Filing Date	Registration Issuance Date	Trademark	Registration Number	Application Number
1	Nortel Networks Limited	12/17/1999	6/5/2001	BAYSTACK	2456966	75/873511
2	Nortel Networks Limited	10/21/1992	11/7/1995	COMPANION	1933457	74/324229
3	Nortel Networks Limited	7/12/1998	12/21/1999	CONTIVITY	2301696	75/499518
4	Nortel Networks Limited	6/30/1977	12/26/1978	DMS (design)	1109917	132389
5	Nortel Networks Limited	7/23/1986	3/17/1987	DPN	1432791	610975
6	Nortel Networks Limited	3/1/1995	6/20/2000	GLOBE "O" ASTROLABE DESIGN	2360456	74/639702
7	Nortel Networks Limited	6/18/1984	6/18/1985	MERIDIAN	1342255	485520
8	Nortel Networks Limited	3/6/1990	7/23/1991	MERIDIAN 1	1651913	74/035326
9	Nortel Networks Limited	5/24/1990	4/7/1992	MERIDIAN SL	1681819	62291
10	Nortel Networks Limited	12/27/1991	6/11/1996	NORTEL	1980303	74/802585
11	Nortel Networks Limited	12/27/1991	9/17/1996	NORTEL	2001714	74/233687
12	Nortel Networks Limited	11/16/1994	8/25/1998	NORTEL (with Astrolabe)	2184321	74/599.657
13	Nortel Networks Limited	6/14/1996	6/1/1999	NORTEL (with astrolabe) Northern Telecom (underneath) Design	2249955	75/119.269
14	Nortel Networks Limited	12/9/1993	1/9/1996	nt (electrica)	1946245	74/467799
15	Nortel Networks Limited	11/11/1976	4/25/1978	nt (electrica)	1090024	73/106183
16	Nortel Networks Limited	12/9/1993	1/9/1996	nt northern telecom (electrica)	1946246	74/467800
17	Nortel Networks Limited	11/11/1976	4/25/1978	nt northern telecom (electrica)	1090025	73/106184
18	Nortel Networks Limited	4/26/1993	5/10/1994	OPTIVITY	1835262	74/382178
19	Nortel Networks Limited	3/11/1993	5/30/1995	PASSPORT	1896819	74/367129
20	Nortel Networks Limited	5/21/1990	12/31/1991	S/DMS TRANSPORTNODE	1670754	74/054928
21	Nortel Networks Limited	9/16/1998	12/17/2002	Nortel Networks (logo)	2063562	75/553777

Nortel Confidential
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