

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		04/28/2006	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: 1			
Property Type	Number	Word Mark	
Registration Number:	1509113	NORSTAR	
CORRESPONDENCE DATA			
Fax Number:	(202)728-0744		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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:	05/25/2006		

CH \$40.00 1509113

Total Attachments: 3

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TRADEMARK SECURITY AGREEMENT

(Trademark Registrations, Trademark Applications)

WHEREAS, Nortel Networks Limited, a corporation formed under the laws of Canada (herein referred to as the "Lien Grantor") owns the Trademark Collateral (as defined below);

WHEREAS, pursuant to (i) a Canadian Security Agreement dated as of February 14, 2006 (as amended and/or supplemented from time to time, the "Security Agreement") among Nortel Networks Limited, Nortel Networks Corporation, 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:


- (i) each Trademark (as defined in the Security Agreement) owned by the Lien Grantor, including, without limitation, each Trademark registration referred to in Schedule I hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and
- (ii) 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 I 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 acknowledge and affirm 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 officers thereto duly authorized on the 28th day of April, 2006.


NORTEL NETWORKS LIMITED

By: 
Name: Katharine B. Stevenson
Title: Treasurer

By: 
Name: Peter W. Currie
Title: Executive Vice-President and Chief Financial Officer

Acknowledged:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name: David M. Mallett
Title: Vice President

**Schedule 1
TRADEMARKS**

Item	Owner	Application Filing Date	Registration Issuance Date	Trademark	Registration Number	Application Number
1	Nortel Networks Limited	3/25/1988	10/18/1988	NORSTAR design	1509113	73/718691

TRADEMARK