

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM315003

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CREDIT SUISSE AG		08/19/2014	BANK: SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ALCATEL-LUCENT USA INC.		
<b>Street Address:</b>	600 Mountain Avenue		
<b>City:</b>	Murray Hill,		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07947		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 37</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	834269	WESTERN ELECTRIC	
<b>Registration Number:</b>	1265621	SLC	
<b>Registration Number:</b>	1278793	DATAKIT	
<b>Registration Number:</b>	1461715	5ESS	
<b>Registration Number:</b>	1809940	BDJ	
<b>Registration Number:</b>	1809941	BDK	
<b>Registration Number:</b>	1811455	SPQ	
<b>Registration Number:</b>	1956802	ACTIVIEW	
<b>Registration Number:</b>	1932279	OMNISWITCH	
<b>Registration Number:</b>	2065577	PLAN 9	
<b>Registration Number:</b>	2559008	LUCENT	
<b>Registration Number:</b>	2243073	ANYMEDIA	
<b>Registration Number:</b>	2210304	MOTIVE	
<b>Registration Number:</b>	2229642	OMNISTACK	
<b>Registration Number:</b>	2270264	MOTIVE	
<b>Registration Number:</b>	2231713	M	
<b>Registration Number:</b>	2441999	STINGER	
<b>Registration Number:</b>	2534730	SUREPAY	
<b>Registration Number:</b>	2486294	LUCENT	
<b>Registration Number:</b>	2921895	M	
<b>TRADEMARK</b>			

CH \$940.00 834269

Property Type	Number	Word Mark
Registration Number:	2575465	MOTIVE
Registration Number:	3300956	PROGRAMMABLEWEB
Registration Number:	4056544	M
Registration Number:	4056545	MOTIVE
Registration Number:	3713265	CELLPIPE
Registration Number:	3654715	DATABLITZ
Registration Number:	3776936	ALLVIEW
Registration Number:	3909754	ACTIVEWEB
Registration Number:	2673265	LAMBDAUNITE
Registration Number:	2618292	WIRELESSREALITY
Registration Number:	2870374	MILIFE
Registration Number:	2872473	VITALQIP
Registration Number:	2625111	GX 550
Registration Number:	2635436	VITALSUITE
Registration Number:	2615577	VPN FIREWALL BRICK
Registration Number:	2736678	OMNIACCESS
Registration Number:	2863627	MXOS

**CORRESPONDENCE DATA**

**Fax Number:** 2124464900

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Email:** susan.zablocki@kirkland.com

**Correspondent Name:** Susan Zablocki

**Address Line 1:** Kirkland & Ellis LLP

**Address Line 2:** 601 Lexington Avenue

**Address Line 4:** New York, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	36261-60
<b>NAME OF SUBMITTER:</b>	Susan Zablocki
<b>SIGNATURE:</b>	/susan zablocki/
<b>DATE SIGNED:</b>	08/22/2014

**Total Attachments: 5**

source=US Trademark Release - ALU USA 4954-0664 (executed)\_ (33070707\_2)#page1.tif

source=US Trademark Release - ALU USA 4954-0664 (executed)\_ (33070707\_2)#page2.tif

source=US Trademark Release - ALU USA 4954-0664 (executed)\_ (33070707\_2)#page3.tif

source=US Trademark Release - ALU USA 4954-0664 (executed)\_ (33070707\_2)#page4.tif

source=US Trademark Release - ALU USA 4954-0664 (executed)\_ (33070707\_2)#page5.tif

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in U.S. Trademark (this "Release") is made as of August 19, 2014 ("Effective Date") by Credit Suisse AG, as collateral agent for the Secured Parties (in such capacity, including any successor thereto in such capacity, the "Collateral Agent"), in favor of Alcatel-Lucent USA Inc. ("Grantor"). Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement (as defined below).

WHEREAS, Grantor entered into a Pledge and Security Agreement dated as of January 30, 2013 (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Grantor and each of the other grantors from time to time party thereto and the Collateral Agent;

WHEREAS, Grantor executed and delivered to the Collateral Agent that certain U.S. Trademark Security Agreement, dated as of January 30, 2013 (the "U.S. Trademark Security Agreement"), for recordation with the United States Patent and Trademark Office ("USPTO");

WHEREAS, pursuant to the terms and conditions of the Security Agreement and the U.S. Trademark Security Agreement, Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all United States trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, whether or not registered, and with respect to each of the foregoing: (a) all registrations and applications therefor including, without limitation, the United States trademark registrations and applications listed on Schedule A attached hereto, (b) all extensions or renewals of any of the foregoing, (c) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (d) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (e) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (f) all other rights corresponding thereto under applicable law (collectively, the "Trademark Collateral");

WHEREAS, the U.S. Trademark Security Agreement was recorded in the USPTO on January 30, 2013 at reel/frame number 4954/0664;

WHEREAS, Grantor has (a) satisfied the terms of the Security Agreement and (b) requested that the Collateral Agent execute and deliver this Release pursuant to Section 9.08 of the Credit Agreement.

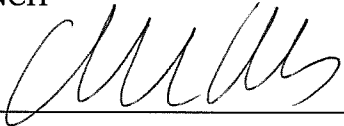
NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby irrevocably releases, relinquishes and discharges, with respect to Grantor, all of its continuing security interest in all Grantor's right, title or interest in, to and under the Trademark Collateral, and re-assigns to Grantor any and all right, title or interest it may have in such Trademark Collateral, all without recourse, warranty or representation of any kind.

The Collateral Agent hereby authorizes Grantor, Grantor's authorized representatives or a subsequent owner of any of the United States trademark registrations or applications listed on Schedule A to: (a) record this Release with the USPTO and/or any other applicable governmental office or agency, and (b) file, at the Grantor's sole cost and expense, UCC financing statement amendments in form and substance reasonably satisfactory to the Collateral Agent with the applicable filing offices in order to memorialize the release of the security interest of the Collateral Agent in the Trademark Collateral.

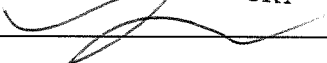
*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH

By:  \_\_\_\_\_

Name: \_\_\_\_\_  
Title: ROBERT HETU  
AUTHORIZED SIGNATORY

By:  \_\_\_\_\_

Name: \_\_\_\_\_  
Title: **Lingzi Huang**  
**Authorized Signatory**

SCHEDULE A

Trademark	Country	Classes	Legal owner	Filing Number	Registration Number	Prosecution Step
SESS	United States of America	09	ALCATEL-LUCENT USA INC.	73616543	1461715	Registered
ACTIVEWEB	United States of America	09	ALCATEL-LUCENT USA INC.	77 750 637	3 909 754	Registered
ACTIVIEW	United States of America	09	ALCATEL-LUCENT USA INC.	74/493343	1956802	Registered
ALLVIEW	United States of America	09,42	ALCATEL-LUCENT USA INC.	77 693 381	3 776 936	Registered
ANYMEDIA	United States of America	09	ALCATEL-LUCENT USA INC.	75117518	2243073	Registered
BDJ	United States of America	09	ALCATEL-LUCENT USA INC.	74229656	1 809 940	Abandon Decision
BDK	United States of America	09	ALCATEL-LUCENT USA INC.	74229657	1 809 941	Abandon Decision
CELLPIPE	United States of America	09	ALCATEL-LUCENT USA INC.	77641107	3713265	Registered
DATABLITZ	United States of America	09	ALCATEL-LUCENT USA INC.	77/657 429	3 654 715	Registered
DATAKIT	United States of America	09	ALCATEL-LUCENT USA INC.	73422860	1278793	Registered
GX 550	United States of America	09	ALCATEL-LUCENT USA INC.	78064470	2625111	Registered
LAMBAUNITE	United States of America	09	ALCATEL-LUCENT USA INC.	78046046	2673265	Registered (renewal in progress)

Trademark	Country	Classes	Legal owner	Filing Number	Registration Number	Prosecution Step
LUCENT	United States of America	09	ALCATEL-LUCENT USA INC.	75980193	2486294	Registered
LUCENT	United States of America	35;37;42	ALCATEL-LUCENT USA INC.	75025705	2559008	Registered (renewal in progress)
M LOGO	United States of America	09;35;38;42	ALCATEL-LUCENT USA INC.	77100468	4 056 544	Registered
M LOGO	United States of America	09;42	ALCATEL-LUCENT USA INC.	75366343	2231713	Registered
M LOGO	United States of America	09;42	ALCATEL-LUCENT USA INC.	76114360	2921895	Registered
MILIFE	United States of America	09	ALCATEL-LUCENT USA INC.	78052760	2870374	Registered
MOTIVE	United States of America	09	ALCATEL-LUCENT USA INC.	75284280	2210304	Registered
MOTIVE	United States of America	09;35;38;42	ALCATEL-LUCENT USA INC.	77100531	4 056 545	Registered
MOTIVE	United States of America	09;42	ALCATEL-LUCENT USA INC.	75366342	2270264	Registered
MOTIVE	United States of America	09;42	ALCATEL-LUCENT USA INC.	76114361	2575465	Registered (renewal in progress)
MXOS	United States of America	09	ALCATEL-LUCENT USA INC.	78144684	2863627	Registered
OMNIACCESS	United States of America	09	ALCATEL-LUCENT USA INC.	78112 657	2 736 678	Registered
OMNISTACK	United States of America	09	ALCATEL-LUCENT USA INC.	75/336 613	2 229 642	Registered

Trademark	Country	Classes	Legal owner	Filing Number	Registration Number	Prosecution Step
OMNISWITCH	United States of America	09	ALCATEL-LUCENT USA INC.	74/494 022	1 932 279	Registered
PLAN 9	United States of America	09	ALCATEL-LUCENT USA INC.	74647569	2065577	Registered
PROGRAMMABLEW EB	United States of America		ALCATEL-LUCENT USA INC.	77057765	3300956	Registered
SLC	United States of America	09	ALCATEL-LUCENT USA INC.	73373914	1265621	Abandon Decision
SPQ	United States of America	09	ALCATEL-LUCENT USA INC.	74230337	1811455	Abandon Decision
STINGER	United States of America	09	ALCATEL-LUCENT USA INC.	75749441	2441999	Registered
SUREPAY	United States of America	09	ALCATEL-LUCENT USA INC.	75877512	2534730	Registered
VITALQIP	United States of America	09	ALCATEL-LUCENT USA INC.	78056497	2872473	Registered
VITALSUITE	United States of America	09	ALCATEL-LUCENT USA INC.	78087406	2635436	Registered
VPN FIREWALL BRICK	United States of America	09	ALCATEL-LUCENT USA INC.	78091241	2615577	Registered
WESTERN ELECTRIC (FANCY WRITING)	United States of America	09	ALCATEL-LUCENT USA INC.	72227201	834269	Abandon Decision
WIRELESSREALITY	United States of America	42	ALCATEL-LUCENT USA INC.	78046100	2618292	Registered