

11-29-2000

FORM PTO-1595

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101528569

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

1. Name of conveying part(ies): *MRD 11.21.00*

Lucent Technologies Inc.  
600 Mountain Avenue  
Murray Hill, New Jersey 07974

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

2. Name and address of receiving party(ies)

Name: Avaya Technology Corp.  
Street Address: 14645 N.W. 77<sup>th</sup> Avenue  
Suite 105  
Miami Lakes, Florida 33014

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other:

Execution Date: 12/14/98

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

If this document is being filed together with a new application, the execution date of the application is:

A. Patent application No.(s)  
09/212,889

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Daniel J. Santos, Esq.  
Thomas, Kayden, Horstemeyer & Risley  
100 Galleria Parkway  
Suite 1500  
Atlanta, Georgia 30339

6. Total number of applications/patents involved: [ 1 ]

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number:

50-1602  
(Attach 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.

Daniel J. Santos

Name of Person Signing

*Daniel J. Santos*  
Signature

November 21, 2000  
Date

Lucent #: 60103-1200 Total number of pages including cover sheet, attachments, and document: [ 7 ]

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

11/29/2000 DNGUYEN 00000249 501602 09212889

01 FC:581 40.00 CH  
02 FC:584 120.00 CH

PATENT  
REEL: 011133 FRAME: 0798

Execution Copy

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**PATENT ASSIGNMENT**

by and between

**LUCENT TECHNOLOGIES INC.**

and

**AVAYA TECHNOLOGY CORP.**

**Dated as of September 29, 2000**

## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment"), effective as of September 29, 2000 (the "Effective Date"), is by and between Lucent Technologies Inc., a Delaware corporation, with offices at 600 Mountain Avenue, Murray Hill, New Jersey 07974, United States of America, ("ASSIGNOR"), and Avaya Technology Corp., a Delaware corporation, with offices at Suite 105, 14645 N.W. 77<sup>th</sup> Avenue, Miami Lakes, Florida 33014, United States of America ("ASSIGNEE").

### RECITALS

A. WHEREAS, the Board of Directors of ASSIGNOR has determined that it is in the best interests of ASSIGNOR and its stockholders to separate ASSIGNOR's existing businesses into two independent businesses;

B. WHEREAS, ASSIGNOR presently owns or controls certain patents, patent applications, and invention submissions listed in the attached Appendices A and B (hereinafter "TRANSFERRED PATENTS") and;

C. WHEREAS, in furtherance of the foregoing separation, ASSIGNOR desires to transfer, assign, convey, deliver and vest all of its interests and rights in TRANSFERRED PATENTS for all countries, jurisdictions and political entities of the world, to and in ASSIGNEE;

NOW, THEREFORE, in consideration of the premises and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

ASSIGNOR, subject to existing rights and licenses of third parties, does hereby assign, convey, transfer and deliver, and agrees to assign, convey, transfer and deliver to ASSIGNEE, its successors, assigns and legal representatives or nominees, ASSIGNOR's entire right, title and interest, for all countries, jurisdictions and political entities of the world, along with the right to sue for past infringement, to all TRANSFERRED PATENTS and corresponding counterpart foreign patents and patent applications, with respect to which, and to the extent to which, ASSIGNOR now has or hereafter acquires the right to so assign, convey, transfer and deliver. ASSIGNEE recognizes that ASSIGNOR holds only bare legal title to the TRANSFERRED PATENTS listed in Appendix A (which lists the United States Patents and patent applications previously exclusively licensed to Lucent Technologies Guardian Corp.).

ASSIGNOR and ASSIGNEE recognize that the patents listed in Appendix A may inadvertently include patents that are owned by various subsidiaries of ASSIGNOR, including

**Octel Communications Corp., Mosaix, and Lannet. Ownership of such patents shall not be affected by this Patent Assignment, and ASSIGNEE agrees that any such patents shall be deemed deleted from Appendix A.**

**ASSIGNOR agrees that, upon request it will, at any time without charge to ASSIGNEE but at ASSIGNEE's expense, furnish all necessary documentation relating to or supporting chain of title, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for vesting title to TRANSFERRED PATENTS in ASSIGNEE, its successors, assigns and legal representatives or nominees; including but not limited to any acts which may be necessary, desirable or convenient for claiming said rights and for securing and maintaining patents for said inventions in any and all countries and for vesting title thereto in ASSIGNEE, its successors, assigns and legal representatives or nominees.**

IN WITNESS WHEREOF, the parties have caused this PATENT ASSIGNMENT to be executed by their duly authorized representatives as of the Effective Date.

**LUCENT TECHNOLOGIES INC.**

By:   
Daniel P. McCurdy  
President, Intellectual Property Business

**AVAYA TECHNOLOGY CORP.**

By:   
Maurice de Piccotto  
Vice President

ACKNOWLEDGMENTS

STATE OF NEW JERSEY )  
: ss:  
COUNTY OF SOMERSET )

I CERTIFY that on September 25, 2000, Daniel P. McCurdy personally came before me and this person acknowledged under oath, to my satisfaction that:  
a.) this person signed, sealed and delivered the attached Patent Assignment as President - Intellectual Property Business of Lucent Technologies Inc.; and  
b.) this Patent Assignment was signed and made by Lucent Technologies Inc. as its voluntary act and deed by virtue of authority from its Board of Directors.

Tamora Hanna

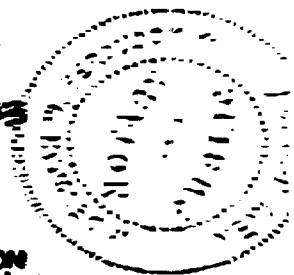
Name  
Notary Public  
My Commission Expires: **TAMORA ANNE HANNA**  
[Notarial Seal] Notary Public of New Jersey  
Registered in Hunterdon County  
My Commission Expires March 25, 2002

STATE OF NEW JERSEY )  
: ss:  
COUNTY OF ~~SOMERSET~~ )  
Hunterdon

I CERTIFY that on September 27, 2000, Maurice de Picciotto personally came before me and this person acknowledged under oath, to my satisfaction that:  
a.) this person signed, sealed and delivered the attached Patent Assignment as Vice President of Avaya Technology Corp.; and  
b.) this Patent Assignment was signed and made by Avaya Technology Corp. as its voluntary act and deed by virtue of authority from its Board of Directors.

Deborah W. Ferguson

Name  
Notary Public  
My Commission Expires: 10/30/2003  
[Notarial Seal]



**DEBORAH W. FERGUSON**  
Notary Public, State of New Jersey  
No. 2219306  
Qualified in Hunterdon County  
Commission Expires 10/30/2003

**APPENDIX B**  
**Transferred Patents**

<b>Case Name</b>	<b>Filing/Issue Date</b>	<b>Appl/Patent No.</b>
Kay/Kerr/Pawlenko/Samson/Schwartz	11/12/1999	121346
Kay/Kerr/Pawlenko/Samson/Schwartz	11/12/1999	121346
Kay/Kerr/Pawlenko/Samson/Schwartz	12/13/1999	121462
Kerr 24-19-6	11/1/1999	08/431727
Kerr/Kay/Mueller	1/2/2000	121496
Kiersh	8/4/1999	119869
Klein 7	4/5/1999	09/288692
Klein 8	1/24/2000	09/490408
Klein 9	3/14/2000	ques135
Knollman 18	7/29/1999	09/363775
Korby 3-11-1		auth053
Korby 4-11-2		auth054
Korisch/Sumetskiy	2/22/1999	117867
Korisch/Sumetskiy	2/22/1999	117868
Ladd (Octel ? - ?)	5/15/1990	4926482
Ladd (Octel ? - ?)	5/26/1992	5117451
Ladd (Octel ? - ?)	5/24/1988	4747124
Ladd (Octel ? - ?)	11/8/1988	4783798
Ladd (Octel ? - ?)	12/20/1988	4792967
Ladd (Octel ? - ?)	6/28/1994	5325422
Ladd 15	2/10/1999	09/248077
Lannet 1	7/11/1995	5432850
Lannet 10	4/16/1998	09/061484
Lannet 11	8/11/1998	09/132030
Lannet 2	2/6/1996	5489896
Lannet 4	12/24/1996	5588151
Lannet 5	3/25/1996	08/623324
Lannet 6	2/1/2000	6021117
Lannet 7	1/6/1997	08/779143
Lannet 8	10/5/1999	5961597
Lannet 9	9/26/1997	08/938254
Lanzafame et al.	5/1/2000	122471
LeBoulzec 2	12/10/98 (f)	98460057
LeBoulzec 4		99308425.0
Lee 1	10/16/1986 (f)	4788715
Lilienthal	10/5/1999	120556
Lilienthal 13-3	10/5/1998	09/166310
Lilienthal 14	10/27/1999	09/427919
Lilienthal 18-1	11/5/1999	117935
Lin	12/7/1999	121666
Lin 10		09/212889
Lin 11		09/409750
Lindemulder 4-8	3/10/2000	ques136
Lu 1-2	9/29/1999	09/408381
Macaulay 4	2/10/2000	09/501942
MacMillan (Octel ? - ?)	1/12/1993	5179585
Macor 7	10/14/1998	09/172076