

12-26-2000

FORM PTO-1595

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U.S. Department of Commerce
Patent and Trademark Office

(Rev. 06/93)

101560514

Attorney Docket No.: LUCENT-01701

Assistant Commissioner for Patents
Washington, D.C. 20231

Sir:

Please record the attached original documents or copy thereof.

12-4-00

1. Name of conveying party(ies):
 Louis Bouchard
 Dustin M. Donaldson
 Additional name(s) of conveying party(ies) attached.

2. Name and address of receiving party(ies):
 AVAYA, INC.
 211 Mount Airy Road
 Basking Ridge, NJ 07920
 Additional name(s) and address(es) attached.

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other: _____
 Execution Date: Executed by Louis Bouchard on October 31, 2000
 and Executed by Dustin Donaldson on November 8, 2000

4. Application number(s) or patent number(s):
 This document is being filed together with a new application, the execution date of the application is:
 Patent Application Serial No.(s): 09/697,113 filed on October 25, 2000.
 Patent No.(s): .
 Additional numbers attached.

5. Name and address of party to whom correspondence concerning document should be mailed:
 Thomas B. Haverstock
 HAVERSTOCK & OWENS LLP
 260 Sheridan Avenue, Suite 420
 Palo Alto, California 94306

6. Total number of applications and patents involved: 1.
 7. Total fee(s) [37 CFR §§ 1.21(h) and 3.41]:
 Check(s) in the amount of \$40.00 enclosed.
 8. Authorization to Charge Additional Fees:
 The Commissioner is hereby authorized to charge any additional fees or credit any overpayment associated with this communication and which may be required under 37 CFR §§ 1.21(h) and 3.41 to Deposit Account No. 08-1275.

9. 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.

Dated: 11-28-00
 Signature:
 Name: Thomas B. Haverstock
 Reg. No.: 32,571

Total number of pages including cover sheet, attachments, and document: 4

12/22/2000 6TOM11 00000166 09697113
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ASSIGNMENT AND AGREEMENT

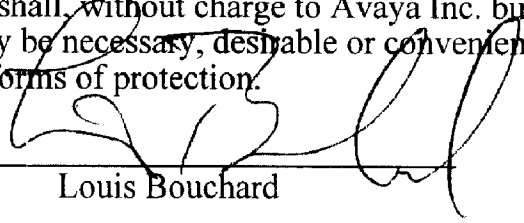
For value received, we, Louis Bouchard, in the County of Santa Clara and in the State of California; and Dustin M. Donaldson in the County of Alameda, hereby sell, assign and transfer to Avaya Inc., a corporation of the State of Delaware, having an office at 211 Mount Airy Road, Basking Ridge, New Jersey 07920, U.S.A., and its successors, assigns and legal representatives, the entire right, title and interest, for the United States of America, in and to certain inventions related to **INSTANT MESSAGE NOTIFICATION APPLICATION** described in an application filed herewith for Letters Patent of the United States, executed by me of even date herewith, and all the rights and privileges in said application and under any and all Letters Patent that may be granted in the United States for said inventions; and we also concurrently hereby sell, assign and transfer to Avaya Inc. the entire right, title and interest in and to said inventions for all countries foreign to the United States, including all rights of priority arising from the application aforesaid, and all the rights and privileges under any and all forms of protection, including Letters Patent, that may be granted in said countries foreign to the United States for said inventions.

We authorize Avaya Inc. to make application for such protection in its own name and maintain such protection in any and all countries foreign to the United States, and to invoke and claim for any application for patent or other form of protection for said inventions, without further authorization from us, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

We hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any document which may be required in any country in proof of the right of Avaya Inc. to apply for patent or other form of protection for said inventions and to claim the aforesaid benefit of the right of priority.

We request that any and all patents for said inventions be issued to Avaya Inc. in the United States and in all countries foreign to the United States, or to such nominees as Avaya Inc. may designate.

We agree that, when request, we shall, without charge to Avaya Inc. but at its expense, sign all papers, and do all acts which may be necessary, desirable or convenient in connection with said applications, patents, or other forms of protection.



Louis Bouchard

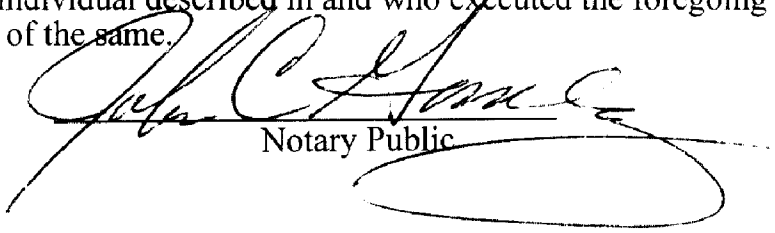
Date: 10/31/2000

United States of America)

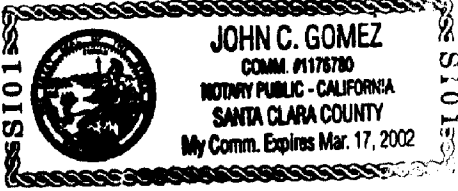
State of CALIFORNIA) ss.:

County of SANTA CLARA)


On this 31ST day of October, ~~19~~ 2000, before me personally came Louis Bouchard, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.



Notary Public



We agree that, when request, we shall, without charge to Avaya Inc. but at its expense, sign all papers, and do all acts which may be necessary, desirable or convenient in connection with said applications, patents, or other forms of protection.



Dustin M. Donaldson

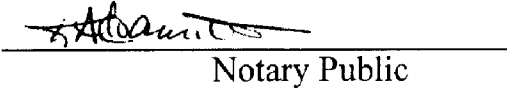
Date: NOVEMBER 8, 2000

United States of America)

State of CALIFORNIA) ss.:

County of Alameda)

On this 8 day of NOVEMBER, ^{KAD}18 2000, before me personally came Dustin M. Donaldson, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.


Notary Public