

03-01-2001



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Patent Application Number(s)			Patent Number(s)		
<input type="text" value="09/272514"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month  Day  Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT  PCT  PCT

PCT  PCT  PCT

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

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Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.*

Thomas J. Bean  2/21/01

Name of Person Signing Signature Date

Reg. No. 44,528

Execution Copy

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PATENT ASSIGNMENT

by and between

LUCENT TECHNOLOGIES INC.

and

AVAYA TECHNOLOGY CORP.

Dated as of September 29, 2000

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## 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 Picciotto  
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.

Tamara Hanna  
Name

Notary Public

My Commission Expires:  
[Notarial Seal]

**TAMORA ANNE HANNA**  
Notary Public of New Jersey  
Registered in Hunterdon County  
My Commission Expires March 25, 2002

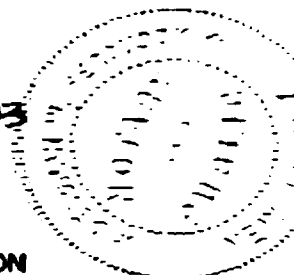
STATE OF NEW JERSEY )  
: ss:  
COUNTY OF ~~SOMERSET~~ )  
Hunterdon

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. 2219308  
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>
Bogart 17-18-17-14-25-2	11/3/1998	09/185265
Bogart 18-3-1-4-1	6/7/2000	09/588963
Borst 9-19-2-28-3-2-2	3/11/1999	09/266283
Botham 1-1	1/14/2000	09/483781
Bouchard 1-3	12/8/1999	Prov.
Bouchard 2	12/8/1999	auth098
Bouis 1-1	1/29/1999	09/239286
Bouis 2-2-2-11	3/4/1999	09/262235
Brake 1-3-1-2-1-16	09/272514	09/272514
Brand 1	2/25/2000	ques118
Brand 6-36-6-36-5	7/27/1999	09/361550
Brandenburg 1-5-3	10/30/1998	09/183214
Brandenburg 3-7-6	4/15/1999	09/292284
Breggin 3	1/6/2000	auth034
Bridges 1-5-1-1	12/6/1999	09/450019
Briggs 4-158-2-6-5	10/30/1998	09/183362
Briggs 5-3-14-7-6	10/30/1998	09/183363
Briggs 6-2-3-1-2	9/1/1999	09/387456
Briggs 7-23-21-20	11/19/1999	09/443181
Britton 1-1-1-1-1	11/15/88 (I)	4785408
Brown 6-5	10/30/1998	09/183208
Brown 9-3-9	3/12/1999	09/268511
Brunson 11-1	11/16/1999	09/441106
Brunson 12	2/9/2000	auth100
Buist 1	02/12/1999 (f)	6028500
Burack 13-36-47-71-8	12/01/1999	340768
Burek 19-15-6		09/258188
Burke 10-4	10/15/1998	ques119
Burritt	opened	117768
Cannon 12	1/17/2000	341495
Chan 10-2	1/12/2000	09/482717
Chan 11	1/12/2000	09/482969
Chan 12-3	1/14/2000	auth101
Chan 13	2/25/2000	auth102
Chang 1-1-2-1-1	authorized	339883
Chang 2-2-3-2-2	authorized	339884
Chapman 8-5-4-3	3/25/1999	09/276017
Chavez 40	10/29/1998	09/182336
Chavez 41	10/29/1998	09/182337
Chavez 42	10/29/1998	09/182338
Chavez 43	10/29/1998	09/182339
Chavez 44-30	8/31/1999	09/387161
Chavez 45-31	8/31/1999	09/386867
Chavez 46-32	8/31/1999	09/386998
Chavez 47-25-33	2/3/2000	ques120
Chavez 48-34	2/29/2000	09/515447
Chavez 49-35	2/29/2000	09/515312
Chavez 50-21-36	2/29/2000	09/515151
Chavez 51-37	2/29/2000	09/515413
Chazin 1-6	1/17/2000	auth103