

03-23-2001

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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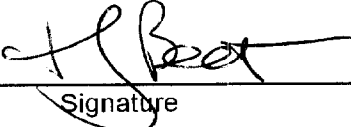
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Yosef Ben Moshe; Michael Feldman; Dori Itzhaki; Gidi Navon; Jacob Shimoni and Nir Yona Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 3.12.01		2. Name and address of receiving party(ies): Name: Avaya Communication Israel Ltd. Internal Address: _____ _____ Street Address: Atidim Technologies Park – Bldg. 3 City: Tel Aviv Country: Israel Zip: 61131 Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: 9/12/00; 9/17/00; 8/29/00; 9/5/00; 8/28/00 and 9/11/00			
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) B. Patent No. (s) Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Docket Administrator Internal Address: Room 1L-202 Street Address: 101 Crawfords Corner Road P. O. Box 629 City: Holmdel State: New Jersey Zip: 07733-3030		6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 3.41) \$ \$40.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: 501602 (Attach duplicate copy of this page if paying by deposit account)	

DO NOT USE THIS SPACE

9. Statement and signature. <i>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.</i> Thomas J. Bean, Reg. No. 44,528 Name of Person Signing  Signature 3/7/01 Date Ben Moshe 3-1-1-2-1-2 Total number of pages including cover sheet, attachments, and document: 17	
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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D. C. 20231

ASSIGNMENT AND AGREEMENT

For value received, we, Nir Yona of Bet Dagan in the State of Israel, Yosef Ben Moshe of Holon in the State of Israel, Dori Itzhaki of Tel Mond in the State of Israel, Michael Feldman of Rishon Lezion in the State of Israel, Gidi Navon of Tel Aviv in the State of Israel and Jacob Shimoni of Raanana in the State of Israel hereby sell, assign and transfer to Lucent Technologies Networks Ltd., an Israel company, having an office at Atidim Technologies Park, Bldg. 3, Tel Aviv 61131, Israel 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 **MODULAR SWITCH WITH DYNAMIC BUS** described in U.S. Patent Application No. 09/544,054 filed on April 6, 2000, 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 Lucent Technologies Networks Ltd. 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 Lucent Technologies Networks Ltd. 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 Lucent Technologies Networks Ltd. 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 Lucent Technologies Networks Ltd. in the United States and in all countries foreign to the United States, or to such nominees as Lucent Technologies Networks Ltd. may designate.

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We agree that, when requested, we shall, without charge to Lucent Technologies Networks Ltd. 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.

In addition to making the above formal assignment, we confirm:

- (a) The invention was made in Israel;
- (b) Each of us was employed by Lucent in Israel at the time of the invention;
- (c) We have properly notified Lucent of the invention as required by Section 131 of the Israel Patent Law.
- (d) The invention was arrived in consequence of and during the period of employment and thus is a "service invention" as defined in Section 132(a) of the Israel Patent Law; and
- (e) The invention is the property of Lucent as a matter of law under said section 132(a).

Date: 11/9/00


Nir YONA

Date: 12/Sep/00


Yosef BEN MOSHE

Date: 29-AUG-00


Dori ITZHAKI

Date: 15-Sep. 00


Michael FELDMAN

Docket: 147/01501

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Gidi Navon

Gidi NAVON

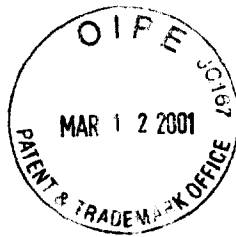
Date: 5.9.00

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28/8

Jacob SHIMONI

Date: 28/08/00

Docket: 147/01501



Execution Copy

PATENT ASSIGNMENT

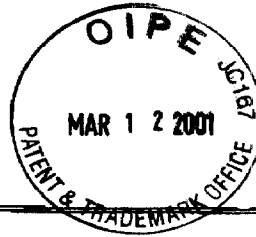
by and between

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. 77th 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 Anne 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

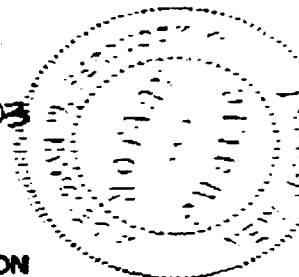
b.) this Patent Assignment was signed and made by Avaya Technology Corp. as its voluntary act and deed by virtue of authority from its Board of Directors.

Deborah W. Ferguson
Name

Notary Public

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

DEBORAH W. FERGUSON
Notary Public, State of New Jersey
No. 2219308
Qualified in Hunterdon County
Commission Expires 10/30/2003



APPENDIX B
Transferred Patents



Case Name	Filing/Issue Date	Appl/Patent No.
117254		117254
118603		118603
120129		120129
120132		120132
120137		120137
120140		120140
120151		120151
120153		120153
120154		120154
120156		120156
120203		120203
120840		120840
121000		121000
121013		121013
121673		121673
121717		121717
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121902		121902
121976		121976
122005		122005
122011		122011
122012		122012
122014		122014
122263		122263
Abel	4/18/2000	122707
Abel 3-10	01/31/2000	341758
Abel/Flynn	8/23/1999	120283
Abner	4/11/1999	122825
Achuthan 1-2-2	2/17/2000	auth026
Achuthan 2-3-1		122701
Adriaenssens	1/25/2000	122127
Aggus 6-3	12/29/1999	09/473768
Aggus 7-4	12/29/1999	09/473769
Alberhasky 1-1	10/14/1999	09/417573
Alberhasky/Karstens	10/4/1999	120728
Albright 3-4-2-2	5/17/1999	auth092
Albright 4-5-3-3	5/17/1999	auth093
Albright 5-6-4-4	5/17/1999	auth094