

07-12-2001



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☐ Merger ☐ Other   
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Execution Date  
Month Day Year

Name (line 1)

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Month Day Year

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Name

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07/11/2001 DBYRNE 00000163 501602 09480967

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PATENT  
REEL: 011957 FRAME: 0628

**Correspondent Name and Address**

Area Code and Telephone Number **732-817-6164**

Name **Docket Administrator**

Address (line 1) **Room 1L-202**

Address (line 2) **101 Crawfords Corner Road**

Address (line 3) **P.O. Box 629**

Address (line 4) **Holmdel, NJ 07733**

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Application Number(s) or Patent Number(s)**

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

**Patent Application Number(s)**

**09/480967**

**Patent Number(s)**

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.

#

**1**

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$ **40.00**

Method of Payment:  
Deposit Account

Enclosed ☐

Deposit Account ☒

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

**501602**

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**

Name of Person Signing

Signature

**June 27, 2001**

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

## 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

Oetel 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: [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

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**AGREEMENT REGARDING  
POWERS OF ATTORNEY**

**by and between**

**LUCENT TECHNOLOGIES INC.**

**and**

**AVAYA TECHNOLOGY CORP.**

**Dated as of September 30, 2000**

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## AGREEMENT REGARDING POWERS OF ATTORNEY

This Agreement is effective as of September 30, 2000 between LUCENT TECHNOLOGIES INC., a Delaware corporation ("LUCENT"), having an office at 600 Mountain Avenue, Murray Hill, New Jersey 07974, United States of America, for itself and on behalf of its Subsidiaries (each and all herein after "LUCENT") 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 ("AVAYA"); and

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


**WHEREAS**, as part of the foregoing, LUCENT has assigned certain United States and corresponding foreign patents and patent applications to AVAYA, which patents and applications were filed in the name of LUCENT and various of its subsidiaries and predecessors, including AT&T Corp., a New York corporation and various of its subsidiaries; and

**WHEREAS**, in order to effect its rights under such patents and to prosecute such patent applications, including recording such assignments, AVAYA representatives need Power of Attorney from LUCENT and predecessors of LUCENT.

**THEREFORE**, LUCENT agrees to provide AVAYA employees and employees of AVAYA affiliated companies with Powers of Attorney in the form attached to act for LUCENT, any of its wholly-owned subsidiaries, and any of such predecessors with respect to such issued patents and pending patent applications in the names of LUCENT, such subsidiaries or any of such predecessors.


AVAYA agrees to use such Powers of Attorney only with respect to those certain patents and patent applications which were assigned to AVAYA by LUCENT.

**LUCENT TECHNOLOGIES INC.**

By:   
Daniel P. McCurdy  
President - Intellectual Property Business

Date: 9/25/00

**AVAYA TECHNOLOGY CORP.**

By:   
Maurice de Picciotto  
Vice President

Date: September 27, 2000

# GENERAL APPOINTMENT OF AGENT

And

## POWER OF ATTORNEY

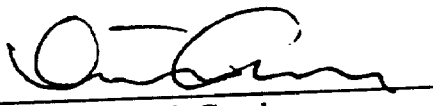
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Lucent Technologies Inc., for itself and its subsidiaries, and as successor in interest to patents of AT&T Corp. and its subsidiaries, hereby appoints:

Maurice de Picciotto  
Thomas J. Bean  
John C. Moran  
Robert E. Rudnick  
David Volejnicek

as agents and attorneys to act on its and on Lucent Technologies Inc.'s behalf before any competent National and International Authorities in connection with any and all patents and patent applications filed by Lucent Technologies Inc., its wholly-owned subsidiaries or its predecessors, or issued or pending in the name of Lucent Technologies Inc., or any of its wholly-owned subsidiaries or predecessors, with the power to further appoint agents, and grant powers of attorney in connection therewith.

Lucent Technologies Inc.

By:   
Daniel P. McCurdy  
President - Intellectual Property Business

Date: 9/25/00

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

<b>Case Name</b>	<b>Filing/Issue Date</b>	<b>Appl/Patent No.</b>
Chazin 2	1/17/2000	auth104
Chencinski (Octel ? - ?)	10/11/1994	5355406
Chevet 4-2	2/11/99 (f)	99460010
Chia 1-1-1-2	1/21/2000	ques121
Chiang 1-1-2-1	7/22/1999	09/358413
Chism 1		09/428736
Choi 15-2	8/27/1999	09/384866
Choi 16-4-1	2/4/2000	09/497893
Chokola 1-1-3	9/23/1999	ques122
Choudhury 14-20-11	02/24/1999	288346
Choy 6-1-3-3-3	3/3/2000	09/517890
Christmas 2-2-2-4	4/9/1999	09/289240
Chu 1-1	6/9/1999	09/328528
Ciccone 6-1		auth040
Clark 1-1		09/465179
Clark 2-2-5	10/22/1999	339960
Clark 3-17-3-6		09/492914
Clark 6-15-4-1-1	11/3/1999	09/431989
Clemmons et al.	2/7/2000	121907
Cohen 1-18	12/23/1998	09/219995
Cohen 2-1	5/28/1999	09/322362
Cohen 2-29-23-1	2/1/2000	09/495656
Cole 1-2-32-52-21	11/17/1999	ques063
Cole 4-4-32-44-64	1/14/2000	ques064
Cole 5-5-33-45-65	1/14/2000	ques065
Cole 6-6-34-66	1/14/2000	ques066
Cole 8-8-68-26	1/14/2000	ques067
Conklin 1-31-1-4	6/15/1999	09/333239
Conklin 2-35-5	10/18/1999	09/420166
Conorich 11-4	10/9/98 (f)	6027369
Conorich 16-6-17		09/222504
Conorich 18-28-9	6/10/1999	09/329573
Conorich 20-9-11	6/10/1999	09/329438
Conorich 23 (119920)	Auth.	auth069
Conorich 24	10/07/1999	339688
Conorich 25	10/07/1999	339689
Conorich 26	10/07/1999	339690
Conorich 26	10/07/1999	339691
Conorich 27	11/11/1999	340304
Conorich 28-33-14	12/13/1999	340981
Conorich 29	12/13/1999	340985
Conorich 30-15	12/28/1999	121402
Conorich/Ivan/Million	12/02/1998	286461
Conte 2	12/02/1998	286462
Conte 3	12/02/1998	286463
Cook 1-18-26-44-4	9/28/1999	09/407070
Cook 2-4-1-21-29-47-1	11/19/1999	09/443383
Cowan 10-6-25-35-54	07/27/1999	291842
Cowan 4-10-15-35	2/9/1999	09/246933