

04-12-2002



2 SHEET

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

20-9-02

1. Name of conveying party(ies):

Avaya Technology Corp.
211 Mt. Airy Rd.,
Basking Ridge, NJ

4-9-02

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

2. Name and address of receiving party(ies):

Name: **The Bank of New York**

Street Address: **5 Penn Plaza, 13th Floor**

City: **New York** State: **New York** Zip: **10001**

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

3. Nature of conveyance:

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

Execution Date: **April 5, 2002**

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)

(See Attached List)

Additional numbers attached? Yes 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: **258 patents**

7. Total fee (37 CFR 3.41) \$ **10,320**

Enclosed

Authorized to be charged to deposit account. In the event of insufficient payment, the Commissioner is authorized to charge Deposit Account to correct the error.

8. Deposit account number: **501602**

04/12/2002 BBYRNE 00000261 501602 5311586

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9. Statement and signature.

Paul Gardon, Reg. No. 48761

Name of Person Signing

Paul Gardon
Signature

04/08/02
Date

Pats (Pg 3)

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D. C. 20231

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Patent Security Agreement*" or, as referred to herein, this "*Agreement*") dated April 5, 2002, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of The Bank of New York, as Collateral Trustee (the "*Collateral Trustee*") for the Secured Holders.

WHEREAS, Avaya, Inc., a Delaware corporation, has entered into a Collateral Trust Agreement dated as of March 25, 2002 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Collateral Trust Agreement*"), with certain other Grantors party thereto and The Bank of New York, as Collateral Trustee. Terms defined in the Collateral Trust Agreement and not otherwise defined herein are used herein as defined in the Collateral Trust Agreement.

WHEREAS, pursuant to the Debt Agreements, the Grantors and certain other Persons have executed and delivered that certain Security Agreement dated March 25, 2002 made by the Grantors and such other Persons to the Collateral Trustee (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), pursuant to which the Grantors have granted a security interest in, among other things, the Patents (as defined below) of the Grantors to the Collateral Trustee for the Shared Benefit of the Secured Holders and has agreed as a condition thereof to execute this Patent Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in furtherance of the transactions described in the Security Agreement, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Trustee for the Shared Benefit of the Secured Holders a security interest in:

- (a) all of such Grantor's right, title and interest in and to the United States patents and patent applications set forth in Schedule A hereto together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof (the "*Patents*");
- (b) any and all claims for damages for past, present and future infringement, dilution, misappropriation, violation or breach with respect to the Patents, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages and;
- (c) any and all proceeds of or arising from any of the foregoing.

SECTION 2. Security for Obligations; Limitation of Liability. (a) This Agreement secures, in the case of each Grantor, the payment of all of the Secured Obligations of itself and each other Grantor. Without limiting the generality of the foregoing, this Agreement secures, as

to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and would be owed by any Grantor to any Secured Holder under the Secured Agreements but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

(b) Each Grantor, and by its acceptance of this Agreement, the Collateral Trustee, each Representative and each Secured Holder, hereby confirms that it is the intention of all such Persons that this Agreement and the obligations of each Grantor hereunder not constitute a fraudulent transfer or conveyance for purposes of Bankruptcy Law (as hereinafter defined), the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar foreign, federal or state law to the extent applicable to this Agreement and the obligations of each Grantor hereunder. To effectuate the foregoing intention, the Collateral Trustee, the Representatives, the Secured Holders and the Grantors hereby irrevocably agree that the Secured Obligations of each Grantor under this Agreement at any time shall be limited to the maximum amount as will result in the Secured Obligations of such Grantor under this Agreement not constituting a fraudulent transfer or conveyance for purposes of Bankruptcy Law. For purposes hereof, "*Bankruptcy Law*" means any proceeding of the type referred to in Section 6(g) or (h) of the Five Year Credit Agreement or Title 11, U.S. Code, or any similar foreign, federal or state law for the relief of debtors.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Patent Security Agreement.

SECTION 4. Execution in Counterparts. This Patent Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Trustee with respect to the Patents are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This Patent Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

AVAYA TECHNOLOGY CORP.

By 

Name: Don L. Webber

Title: President, Avaya Technology Corp.

Address for Notices:

211 Mt. Airy Road

Basking Ridge, NJ 07920