

04-12-2002

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

RE



EET

To the Honorable Commissioner of Patents

102053239

Original documents or copy thereof.

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: April 5, 2002

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

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)  
(See Attached List)

B. Patent No. (s)

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:  
165 applications

7. Total fee (37 CFR 3.41) \$ \$6,600

☐ 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 DBYRNE 00000264 501602 09361550  
01 FC:581 6600.00 CH

DO NOT USE THIS SPACE

9. Statement and signature.

Paul Gardon, Reg. No. 48761  
Name of Person Signing

Paul Gardon  
Signature

04/08/02  
Date

Apps (Pg 2) 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

PATENT  
REEL: 012816 FRAME: 0088

09/361550	09/411607	09/454648	09/489722	09/513305
09/363522	09/410886	09/455019	09/489862	09/514074
09/363531	09/411574	09/456044	09/490408	09/515103
09/363775	09/411754	09/456092	09/490789	09/515151
09/364260	09/414663	09/697113	09/491874	09/515312
09/364434	09/415577	09/842747	09/492114	09/515402
09/365194	09/415780	09/460897	09/492513	09/515413
09/366661	09/416737	09/461902	09/493633	09/515447
09/368099	09/416987	09/461903	09/495418	09/516088
09/372337	09/417355	09/461904	09/500102	09/516386
09/372353	09/420166	09/465179	09/495656	09/517890
09/374646	09/420912	09/464093	09/496265	09/518838
09/375646	09/421821	09/465863	09/497045	09/520829
09/378880	09/427313	09/466522	09/669486	09/520830
09/379678	09/427915	09/467240	09/496682	09/521795
09/386867	09/429389	09/472690	09/498494	09/521935
09/386998	09/429729	09/586183	09/497893	09/523478
09/387161	09/431727	09/479333	09/498173	09/524023
09/524654	09/431989	09/480296	09/499208	09/524497
09/500714	09/434173	09/481648	09/500661	09/524881
09/396682	09/435593	09/481926	09/500741	09/535987
09/398582	09/435736	09/482715	09/872188	09/537051
09/399626	09/436690	09/482717	09/501942	09/539788
09/400014	09/438870	09/482969	09/503042	09/540296
09/401558	09/441106	09/492914	09/503314	09/540297
09/404067	09/442212	09/482899	09/503409	09/540238
09/404619	09/441997	09/483595	09/503655	09/541579
09/405337	09/240207	09/483781	09/504059	09/548767
09/405679	09/452139	09/618962	09/504139	09/560294
09/405872	09/452676	09/484098	09/507125	09/907120
09/408381	09/453733	09/484099	09/512838	09/563120
09/409288	09/454508	09/488182	09/512839	09/563129
09/411545	09/454625	09/488568	09/513029	09/567148

# 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