FORM PTO-1595
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

**06-24-2002**

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Patent and Trademark Office

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To the Honorable Commissioner of Pa        .e attached original documents or copy thereof.

**1. Name of Conveying party(ies):**

CyberIQ Systems, Inc.        6-14-02

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

**3. Nature of conveyance:**

☒ Assignment        ☐ Merger

☐ Security Agreement        ☐ Change of Name

☐ Other _____

Execution Date: October 17, 2001 and October 22, 2001

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

Name: _____ Avaya Inc. _____

Internal Address: _____

Street Address: _____ 211 Mount Airy Road _____ .

City: _Basking Ridge_ State: _NJ_ ZIP: _07920_

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. 09/374,395        B. Patent No. 6,285,656

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_

_____

City: _Holmdel_ State: _NJ_ ZIP: _07733-3030_

**6. Total number of applications and patents involved: 1**

**7. Total fee (37 CFR 3.41) ..........$ 40.00** .

☐ Enclosed

☒ 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.**

*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.*

David Volejnicek
**Name of Person Signing**

_David Volejnicek_        Signature        7 June 2002
                                          Date

Total number of pages including cover sheet (in duplicate), attachments, and document. : 6

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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

**PATENT**

**REEL: 013002 FRAME: 0829**

# PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment"), effective as of
_____, 2001 (the "Effective Date"), is by and between CyberIQ Systems, Inc.,
a California corporation, with offices at 225 Baypointe Parkway, San Jose, California
95134, United States of America ("ASSIGNOR"), and Avaya Inc., a Delaware
corporation, with offices at 211 Mount Airy Road, Basking Ridge, New Jersey 07920,
United States of America ("ASSIGNEE").

## RECITALS

A.     WHEREAS, ASSIGNOR and ASSIGNEE have entered into an agreement
for the sale to ASSIGNEE of certain of ASSIGNOR's intellectual property assets;

B.     WHEREAS, ASSIGNOR presently owns or controls certain patents and
patent applications, listed in the attached Appendix A (hereinafter "TRANSFERRED
PATENTS"); and

C.     WHEREAS, in furtherance of the foregoing sale of intellectual property
assets, 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:

Pursuant to the Order of the United States District Court, Northern District of
California, San Jose Division, dated _Oct. 3_, 2001 for ASSIGNOR's MOTION TO SELL
CERTAIN OF DEBTOR'S ASSETS OTHER THAN IN THE ORDINARY COURSE OF BUSINESS (11
U.S.C. § 363(b)) AND FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND
INTERESTS (11 U.S.C. § 363(f)), 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.

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 to said inventions in any and all countries and for vesting title thereto in ASSIGNEE, its successors, assign 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.

CYBERIQ SYSTEMS, INC.

By: _____

Name: William J. Schroeder

Title: President

AVAYA INC.

By: _____

Name: Maurice de Picciotto

Title: Vice President-Law, Intellectual Property

## ACKNOWLEDGMENTS

STATE OF _____ )
                  ) ss.   *See Attached*
COUNTY OF _____ )

I CERTIFY that on this _____ day of _____, 2001, _____ 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 _____ of CyberIQ Systems, Inc. and had the authority to do so; and

b) this Patent Assignment was signed and made by CyberIQ Systems, Inc. as its voluntary act and deed by virtue of authority from its Board of Directors.

Name: _____
Notary Public
My Commission Expires:

[Notarial Seal]


STATE OF *New Jersey* )
                      ) ss.
COUNTY OF *Somerset* )

I CERTIFY that on this *22nd* day of *October*_____, 2001, 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-Law, Intellectual Property of Avaya Inc.; and

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

*Ann Marie Tedesco*
Name:
Notary Public
My Commission Expires:

ANNMARIE TEDESCO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 5, 2005

[Notarial Seal]

**PATENT
REEL: 013002 FRAME: 0832**

STATE OF CALIFORNIA            )
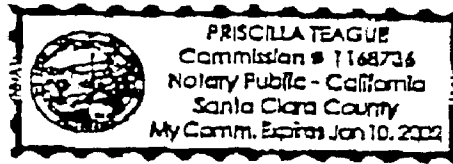                               )        ss
COUNTY OF SANTA CLARA          )

On October 17, 2001, before me Priscilla Teague personally appeared _William J. Schroeder_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument to be the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

_Priscilla Teague_
Priscilla Teague, Notary Public

PRISCILLA TEAGUE
Commission # 1168736
Notary Public - California
Santa Clara County
My Comm. Expires Jan 10, 2002

# APPENDIX A

## TRANSFERRED PATENTS

### U.S. Patents

1. U.S. Patent No. 6,266,335, entitled "Cross-Platform Server Clustering Using a Network Flow Switch," issued July 24, 2001.

2. U.S. Patent No. 5,963,540, entitled "Router Pooling in a Network Flow Switch," issued October 5, 1999.

### U.S. Patent Applications

| Attorney Reference No. | Inventors | Patent Application Title |
|---|---|---|
| M-4969 | Abraham R. Matthews<br>Sajit Bhaskaran | Dynamic Load Balancer for Multiple Network Servers |
| M-7717 | Srinivas Chaganty<br>Vijay Jaswa<br>Akbal Karlcut | Active-Passive Flow Switch Failover Technology |
| M-8402 | Satish Bommaredy<br>Makarand Kale<br>Srinivas Chaganty | Router Clustering for Multiple Networks |
| M-8403 | Srinivas Chaganty<br>Makarand Kale<br>Satish Bommaredy | Firewall Pooling in a Network Flowswitch |
| M-8404 | Satish Bommaredy<br>Makarand Kale<br>Srinivas Chaganty | Firewall Clustering for Multiple Network Servers |
| M-9434 | Satish Bommaredy<br>Makarand Kale<br>Srinivas Chaganty | VPN Device Clustering for Multiple Networks |
| LNXN3000 | . . . | System and Method of Network Independent Remote Configuration |