



103330240

*10/26/06*

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**  
 Jean MELOCHE  
 Shalini YAJNIK  
 P. KRISHNAN  
 Stanko DIMITROV  
 Colin MALLOWS  
 Jon BENTLEY

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

**3. Nature of conveyance/Execution Date(s):**  
 Execution Date(s) 10/19/2006; 10/19/2006; 10/19/2006;  
10/24/2006; 10/19/2006; 10/19/2006; respectively

Assignment  Merger  
 Security Agreement  Change of Name  
 Joint Research Agreement  
 Government Interest Assignment  
 Executive Order 9424, Confirmatory License  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**  
 Name: AVAYA TECHNOLOGY LLC  
 Internal Address: \_\_\_\_\_  
 Street Address: 211 Mount Airy Road  
 City: Basking Ridge  
 State: NJ  
 Country: USA Zip: 07920

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

112956 U.S. PTO  
11/586709



102606

**4. Application or patent number(s):**  This document is being filed together with a new application.  
 A. Patent Application No.(s) \_\_\_\_\_  
 B. Patent No.(s) \_\_\_\_\_

Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Scott L. Lowe  
McGrath, Geissler, Olds & Richardson, PLLC  
 Internal Address: \_\_\_\_\_  
 Street Address: PO BOX 1364  
 City: Fairfax  
 State: VA Zip: 22038-1364  
 Phone Number: 1.703.621.7140  
 Fax Number: 1.703.621.7155  
 Email Address: sll@mg-ip.com

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

**7. Total fee (37 CFR 1.21(h) & 3.41)** \$ 40.00

Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed  
 None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers: \_\_\_\_\_  
 Expiration Date: \_\_\_\_\_

b. Deposit Account Number 50-1602

Authorized User Name: Scott L. Lowe

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**9. Signature:** *Scott L. Lowe* October 26, 2006  
 Signature Date  
Scott L. Lowe  
 Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: \_\_\_\_\_

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

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01 FC:8021

## ASSIGNMENT AND AGREEMENT

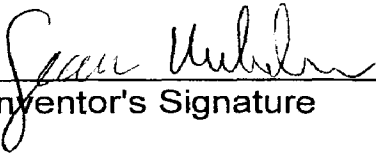
For value received, We, **Jean MELOCHE** of Madison in the County of Morris and State of New Jersey, **Shalini YAJNIK** of Berkeley Heights in the County of Union and State of New Jersey, **P. KRISHNAN** of Basking Ridge in the County of Somerset and State of New Jersey, **Stanko DIMITROV** of Ann Arbor in the County of Washtenaw and State of Michigan, **Colin MALLOWS** of Flemington in the County of Hunterdon and State of New Jersey, **Jon BENTLEY** of New Providence in the County of Union and State of New Jersey, hereby sell, assign and transfer to Avaya Technology LLC, a corporation of the State of Delaware, having an office at 211 Mount Airy Road, Basking Ridge, New Jersey 07920, U.S.A., 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 **PEER-TO-PEER OVERLAY GRAPH CONSTRUCTION** described in an application for Letters Patent filed herewith on October 26, 2006, 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 Avaya Technology LLC 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 Avaya Technology LLC 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 Avaya Technology LLC 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 Avaya Technology LLC in the United States and in all countries foreign to the United States, or to such nominees as Avaya Technology LLC may designate.

We agree that, when requested, we shall, without charge to Avaya Technology LLC 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.

  
Inventor's Signature

Jean MELOCHE  
Inventor's Printed Name

Oct 19 2006  
DATE

  
Inventor's Signature

Shalini YAJNIK  
Inventor's Printed Name

10/19/2006  
DATE

  
Inventor's Signature

P. KRISHNAN  
Inventor's Printed Name

19. Oct. 2006  
DATE

  
Inventor's Signature

Stanko DIMITROV  
Inventor's Printed Name

10/24/2006  
DATE

  
Inventor's Signature

Colin MALLOWS  
Inventor's Printed Name

Oct 19 2006  
DATE

  
Inventor's Signature

Jon BENTLEY  
Inventor's Printed Name

Oct 19 2006  
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BASKING RIDGE, NEW JERSEY 07920