

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
EFFECTIVE DATE:	08/03/2006

CONVEYING PARTY DATA

Name	Execution Date
George William Erhart	08/10/2006
Valentine C. Matula	08/16/2006
David Joseph Skiba	08/03/2006

RECEIVING PARTY DATA

Name:	Avaya Technology LLC
Street Address:	211 Mount Airy Road
City:	Basking Ridge
State/Country:	NEW JERSEY
Postal Code:	07920

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11465480

CORRESPONDENCE DATA

Fax Number: (732)578-0104
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 732-578-0103
 Email: kelly@dblaw.com
 Correspondent Name: Kelly Kline
 Address Line 1: 100 Commons Way
 Address Line 2: Ste 250
 Address Line 4: Holmdel, NEW JERSEY 07733

ATTORNEY DOCKET NUMBER:	630-181US
NAME OF SUBMITTER:	Jason Paul DeMont

OP \$40.00 11465480

Total Attachments: 6

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IN THE UNITED STATES
PATENT AND TRADEMARK OFFICE
Assignment and Agreement

For value received, we, **George William Erhart**, of Loveland, CO, USA, **Valentine C. Matula** of Granville, OH, USA, **David Joseph Skiba** of Golden, CO, USA, 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, NJ, 07920-2332, USA, and its successors, assigns and legal representatives, the entire right, title and interest, for the United States of America, in and to all of the inventions in the patent application entitled **Intelligent Media Stream Recovery** and identified by DeMont & Breyer's Attorney Docket as **630-181US**, Serial Number 11/465480, filed on 8/18/2006, 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.

Because the application serial number and/or filing date of this application is not known at the time of the execution of this Assignment and Agreement, we authorize the duly-appointed attorneys in this application plus Jason Paul DeMont, Reg. No. 35,793, Wayne S. Breyer, Reg. No. 38,089, and Kenneth Ottesen, Reg. No. 54,353 to insert the filing date and application serial number of this application in the above paragraph when known.

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.

George William Erhart and Date

United States of America)
State of) ss.
County of)

On this _____ day of _____, 2006, before me personally came _____ (inventor's name), to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Notary Public

Valentine C. Matula 16-AUG-2006
Valentine C. Matula and Date

United States of America)
State of Ohio) ss.
County of Franklin)

On this 16th day of August, 2006, before me personally came Valentine C. Matula (inventor's name), to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Laurie Fulford
Notary Public



Laurie Fulford
Notary Public - State of Ohio
My Commission Expires Aug 29, 2009

David Joseph Skiba and Date

United States of America)
State of) ss.
County of)

On this _____ day of _____, 2006, before me personally came

(inventor's name), to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.

Notary Public

DeMont & Breyer, LLC
Suite 250
100 Commons Way
Holmdel, NJ 07733
United States of America

IN THE UNITED STATES
PATENT AND TRADEMARK OFFICE
Assignment and Agreement

For value received, we, **George William Erhart**, of Loveland, CO, USA, **Valentine C. Matula** of Granville, OH, USA, **David Joseph Skiba** of Golden, CO, USA, 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, NJ, 07920-2332, USA, and its successors, assigns and legal representatives, the entire right, title and interest, for the United States of America, in and to all of the inventions in the patent application entitled **Intelligent Media Stream Recovery** and identified by DeMont & Breyer's Attorney Docket as **630-181US**, Serial Number 11/465480, filed on 8/18/2006, 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.

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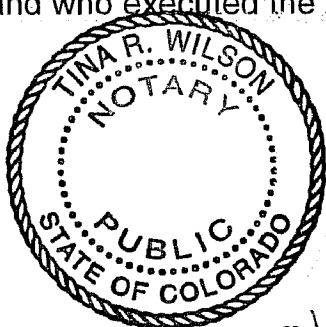
We agree that, when requested, we shall, without charge to Avaya Technology LLC but at its expense, sign all papers, and do all acts which may be necessary, desirable or convenient in connection with said applications, patents, or other forms of protection.

George William Erhart 8/10/06

George William Erhart and Date

United States of America)
State of Colorado) ss.
County of Adams)

On this 10th day of August, 2006, before me personally came George Erhart (inventor's name), to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.



[Signature]

Notary Public

My Commission Expires 08/04/08

Valentine C. Matula and Date

United States of America)
State of) ss.
County of)

On this _____ day of _____, 2006, before me personally came _____ (inventor's name), to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Notary Public

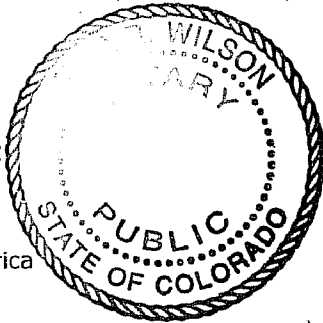
David Joseph Skiba 3-8-2006
~~David Joseph Skiba~~

David Joseph Skiba and Date

United States of America)
State of Colorado) ss.
County of Adams)

On this 3rd day of August, 2006, before me personally came David Skiba (inventor's name), to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

[Signature]
Notary Public



DeMont & Breyer, LLC
Suite 250
100 Commons Way
Holmdel, NJ 07733
United States of America

My Commission Expires 08/04/08