



11-20-06

To the Honorable Commissioner of Patents

103341855

Documents or copy thereof.

1. Name of conveying party(ies):  
 Peter Matteo, Balaji Patakula, Sami Qutub, Rafal Sitkowski and David Sokoler  
 Additional name(s) of conveying party(ies) attached?  
 Yes  No

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** ZIP: **07920**

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

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other **Reel/Frame 018203/0387**

Execution Date: **8/8/2006, 7/31/2006, 7/31/2006, 7/31/2006 and 7/31/2006**

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)  
 11/453,273 filed June 14, 2006

Additional numbers attached?  Yes  No

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

Name: **Kevin M. Mason**  
 Internal Address: **Ryan, Mason & Lewis, LLP**  
 Street Address: **1300 Post Road, Suite 205**

City: **Fairfield** State: **CT** ZIP: **06824**

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 **50-0762**

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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.

Kevin M. Mason  
36,597

*Kevin M. Mason*  
Signature

November 15, 2006  
Date

Reg. No. **40E**

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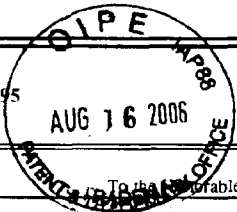
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08-21-2006



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Original documents or copy thereof.

1. Name of conveying party(ies):  
 Peter Matteo, Balaji Patakula, Sami Qutub, Rafal Sitkowski and David Sokoler  
 Additional name(s) of conveying party(ies) attached?  
 Yes  No  *8/14/06*

2. Name and address of receiving party(ies)

Name: Avaya Technology Corp.

Internal Address:

Street Address: 211 Mount Airy Road

City: Basking Ridge State: NJ ZIP: 07920

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

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other

Execution Date: 8/8/2006, 7/21/2006, 7/21/2006, 7/21/2006, 7/21/2006

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)

11/453,273 filed June 14, 2006

Additional numbers attached? Yes  No

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

Name: Kevin M. Mason  
 Internal Address: Ryan, Mason & Lewis, LLP  
 Street Address: 1300 Post Road, Suite 205

City: Fairfield State: CT ZIP: 06824

6. Total number of applications and patents involved: 1

7. Total Fee (37 CFR 3.41)..... \$ 40.00

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8. Deposit account number 50-1602

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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.

Kevin M. Mason

Reg. No. 36,597

*Kevin M. Mason*

Signature

August 14, 2006

Date

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## ASSIGNMENT AND AGREEMENT

For value received, we, Peter Matteo, of Eatontown in the County of Monmouth and State of New Jersey, Balaji Patakula, of Parlin in the County of Middlesex and State of New Jersey, Sami Qutub, of Freehold in the County of Monmouth and State of New Jersey, Rafal Sitkowski, of Old Bridge in the County of Middlesex and State of New Jersey and David Sokoler, of Colts Neck in the County of Monmouth and State of New Jersey, hereby sell, assign and transfer to Avaya Technology LLC, a limited liability company 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 **METHOD AND APPARATUS FOR VARIABLE WAIT TREATMENTS FOR REQUESTS ENQUEUED IN ONE OR MORE QUEUES** described in an application for Letters Patent of the United States, filed on June 14, 2006 and assigned Serial No. 11/453,273, 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 I 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 me, 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.

*Peter Matteo*  
Peter Matteo

Date: 8/8/2006

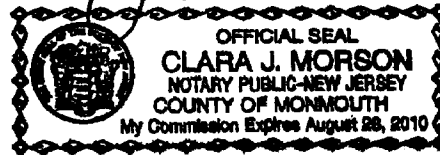
United States of America )

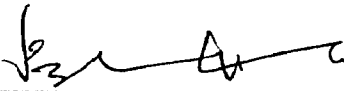
State of New Jersey ) ss.:

County of monmouth )

On this 8th day of August, 2006, before me personally came Peter Matteo, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

*Clara J. Morson*  
Notary Public



  
\_\_\_\_\_  
Balaji Patakula


Date: 07/21/2006

United States of America )

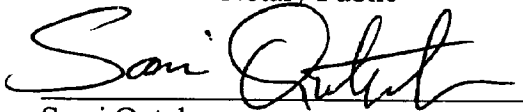
State of New Jersey ) ss.:

County of Monmouth )

On this 21<sup>st</sup> day of July, 2006, before me personally came Balaji Patakula, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

  
\_\_\_\_\_  
Notary Public

11  
MY COMMISSION EXPIRES 04/24/2008  
STATE OF NEW JERSEY  
LOURDES CHESAL

  
\_\_\_\_\_  
Sami Qutub

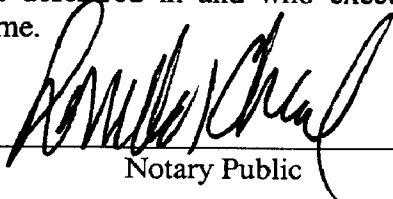
Date: 7/21/06


United States of America )

State of New Jersey ) ss.:

County of Monmouth )

On this 21<sup>st</sup> day of July, 2006, before me personally came Sami Qutub, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

  
\_\_\_\_\_  
Notary Public

LOURDES CHESAL  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES 04/24/2008 

*Sitkowski Rafal*

Rafal Sitkowski

Date: 07-21-06

United States of America )

State of New Jersey ) ss.:

County of Monmouth )

On this 21<sup>st</sup> day of July, 2006, before me personally came Rafal Sitkowski, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

**LOURDES CHESAL**  
**STATE OF NEW JERSEY**  
**MY COMMISSION EXPIRES 04/24/2006**

*Loures Chesal*

Notary Public

*David Sokoler*

David Sokoler

Date: 7/21/2006

United States of America )

State of New Jersey ) ss.:

County of Monmouth )

On this 21<sup>st</sup> day of July, 2006, before me personally came David Sokoler, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

*Loures Chesal*

Notary Public

**LOURDES CHESAL**  
**STATE OF NEW JERSEY**  
**MY COMMISSION EXPIRES 04/24/2006**

Ryan, Mason & Lewis, LLP  
1300 Post Road, Suite 205  
Fairfield, CT 06824  
(203) 255-6560