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OMB No. 0651-0027 (exp. 6/30/2008)U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

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**PATENTS ONLY**

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)**

Lucent Technologis Inc.

**2. Name and address of receiving party(ies)**Name: Avaya Technology Corp.

Internal Address: \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance/Execution Date(s):**Execution Date(s) September 29, 2000☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Joint Research Agreement☐ Government Interest Assignment☐ Executive Order 9424, Confirmatory License☐ Other \_\_\_\_\_Street Address: 211 Mt. Airy RoadCity: Basking RidgeState: NJCountry: USAZip: 07920Additional name(s) & address(es) attached? ☐ Yes ☒ No**4. Application or patent number(s):**☐ This document is being filed together with a new application.

A. Patent Application No.(s)

09/659,861

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No**5. Name and address to whom correspondence concerning document should be mailed:**Name: Docket Administrator

Internal Address: \_\_\_\_\_

Street Address: 307 Middletown-Lincroft RoadRoom 1N-391City: LincroftState: NJZip: 07738Phone Number: 732-852-2047Fax Number: 732-852-1143Email Address: lchesal@avaya.com**6. Total number of applications and patents involved:** 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 501602Authorized User Name David Volejnicek**9. Signature:**David Volejnicek  
Signature

Date

10 JAN. 2007David Volejnicek  
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**PATENT**  
**REEL: 018799 FRAME: 0201**

PATENT ASSIGNMENT

by and between

LUCENT TECHNOLOGIES INC.

and

AVAYA TECHNOLOGY CORP.

Dated as of September 29, 2000

## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment"), effective as of September 29, 2000 (the "Effective Date"), is by and between Lucent Technologies Inc., a Delaware corporation, with offices at 600 Mountain Avenue, Murray Hill, New Jersey 07974, United States of America, ("ASSIGNOR"), and Avaya Technology Corp., a Delaware corporation, with offices at Suite 105, 14645 N.W. 77<sup>th</sup> Avenue, Miami Lakes, Florida 33014, United States of America ("ASSIGNEE").

### RECITALS

A. WHEREAS, the Board of Directors of ASSIGNOR has determined that it is in the best interests of ASSIGNOR and its stockholders to separate ASSIGNOR's existing businesses into two independent businesses;

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

C. WHEREAS, in furtherance of the foregoing separation, 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:

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. ASSIGNEE recognizes that ASSIGNOR holds only bare legal title to the TRANSFERRED PATENTS listed in Appendix A (which lists the United States Patents and patent applications previously exclusively licensed to Lucent Technologies Guardian Corp.).

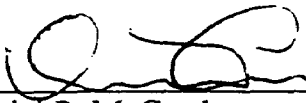
ASSIGNOR and ASSIGNEE recognize that the patents listed in Appendix A may inadvertently include patents that are owned by various subsidiaries of ASSIGNOR, including

Octel Communications Corp., Mosaix, and Lannet. Ownership of such patents shall not be affected by this Patent Assignment, and ASSIGNEE agrees that any such patents shall be deemed deleted from Appendix A.

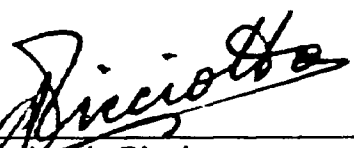
ASSIGNOR agrees that, upon request it will, at any time without charge to ASSIGNEE but at ASSIGNEE's expense, furnish all necessary documentation relating to or supporting chain of title, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for vesting 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 for said inventions in any and all countries and for vesting title thereto in ASSIGNEE, its successors, assigns 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.

**LUCENT TECHNOLOGIES INC.**

By:   
Daniel P. McCurdy  
President, Intellectual Property Business

**AVAYA TECHNOLOGY CORP.**

By:   
Maurice de Picciotto  
Vice President

ACKNOWLEDGMENTS

STATE OF NEW JERSEY )

: ss:

COUNTY OF SOMERSET )

I CERTIFY that on September 25, 2000, Daniel P. McCurdy 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 President - Intellectual Property Business of Lucent Technologies Inc.; and  
b.) this Patent Assignment was signed and made by Lucent Technologies Inc. as its voluntary act and deed by virtue of authority from its Board of Directors.

Tamara Hanna  
Name

Notary Public

My Commission Expires: TAMORA ANNE HANNA  
[Notarial Seal] Notary Public of New Jersey  
Registered in Hunterdon County  
My Commission Expires March 25, 2002

STATE OF NEW JERSEY )

: ss:

COUNTY OF ~~SOMERSET~~ )

Hunterdon

I CERTIFY that on September 27, 2000, 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 of Avaya Technology Corp.; and  
b.) this Patent Assignment was signed and made by Avaya Technology Corp. as its voluntary act and deed by virtue of authority from its Board of Directors.

Deborah W. Ferguson  
Name

Notary Public

My Commission Expires: 10/30/2003  
[Notarial Seal]

DEBORAH W. FERGUSON  
Notary Public, State of New Jersey  
No. 2219308  
Qualified in Hunterdon County  
Commission Expires 10/30/2003

**APPENDIX B**  
**Transferred Patents**

<b>Case Name</b>	<b>Filing/Issue Date</b>	<b>Appl/Patent No.</b>
Octel 10	8/24/1993	5239574
Octel 12	9/21/1993	5247497
Octel 13	4/5/1994	5301226
Octel 13-2	2/28/1995	5394460
Octel 14-3	5/16/1995	5416830
Octel 15	5/9/1995	5414757
Octel 17	1/9/1996	5483580
Octel 18-3	3/9/1999	5881136
Octel 19-2	11/5/1996	5572578
Octel 20-2	5/21/1996	5519507
Octel 21	4/14/1998	5740231
Octel 21-2	4/15/1997	5621727
Octel 21-2-1	6/2/1998	5761201
Octel 21-2-2	4/2/1998	5872779
Octel 21-3	8/17/1999	5940478
Octel 21-4	4/14/1998	5740230
Octel 21-4-1	11/9/1999	5982856
Octel 21-4-2	2/29/2000	6031895
Octel 21-4-3	4/7/1998	09/056674
Octel 21-4-4	4/7/1998	09/056592
Octel 23	7/15/1997	08/892644
Octel 2-3	8/4/1992	5136648
Octel 24	11/23/1999	5991370
Octel 25	3/24/1997	08/822034
Octel 26		ques111
Octel 27		ques112
Octel 28	10/9/1997	08/948536
Octel 3	1/10/1989	4797672
Octel 4-2	12/27/1989	07/456577
Octel 5	7/16/1987	07/074532
Octel 5-2	10/10/1989	4873718
Octel 7	2/21/1989	4807274
Octel 8	10/26/1993	5257309
Octel 8-2	12/26/1995	5479498
Octel 9	11/17/1992	5164989
Octel-VMX 1-2	4/8/1986	4581486
Octel-VMX 1-3	7/22/1986	4602129
Octel-VMX 1-4	2/3/1987	4640991
Octel-VMX 1-5	4/29/1986	4585906
Ordille (submitter)	2/1/2000	121736
Paul 5	5/24/1999	09/317469
Pearsall 1	1/28/1999	09/239435
Petty 32	12/11/1998	09/209712
Petty 33	2/23/1999	09/256015
Petty 34	3/31/1999	09/283347
Petty 35	7/6/1999	09/345124
Pharney 11		09/241934
Pilecek 1	12/20/1999	09/467240
Pounds (Octel ? - ?)	9/18/1992	5517556
Prabhakar 2	12/14/1999	auth127