

08-26-2008

DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

RECORDATION
PA



103521560

To the Director of the U.S. Patent and Trademark Office

Documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Marc William Joseph Coughlan
Alexander Quentin Forbes
Ciaran Gannon
Peter Donald Runcle
Ralph Warta

Execution Date(s) July 11 and May 6, 12 of 2008

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

Country: United States Zip: 07920

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

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: John C. Moran

Internal Address: _____

Street Address: 4120 E. 115 Place

City: Thornton

State: CO

Zip: 80233

Phone Number: 303-450-9926

Fax Number: 303-920-9113

Email Address: lmoran18819@earthlink.net

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 _____

08/25/2008 DBYRNE 00000042 501602 12220007

b. Deposit Account Number 501602

Authorized User Name John C. Moran

9. Signature:

John C. Moran
Signature

Signature

08/13/2008
Date

Total number of pages including cover sheet, attachments, and documents: 5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

ASSIGNMENT AND AGREEMENT

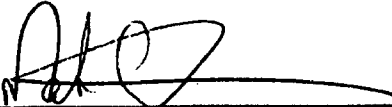
For value received, we, Marc William Joseph Coughlan of Balmain in the State of New South Wales and Country of Australia, Alexander Quentin Forbes of Westleigh in the State of New South Wales and Country of Australia, Ciaran Gannon of Killara in the State of New South Wales and Country of Australia, Peter Donald Runcie of Basking Ridge, County of Somerset and State of New Jersey, and Ralph Warta of Gladesville in the State of New South Wales and Country of Australia, 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 METHOD AND APPARATUS FOR MANAGING TRAINING OF CALL CENTER AGENTS described in an application for Letters Patent of the United States, executed by us of even date herewith, 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.



Marc William Joseph Coughlan

Date: 11/7/08

Alexander Quentin Forbes

Date: _____

Ciaran Gannon

Date: _____

Peter Donald Runcie

Date: _____

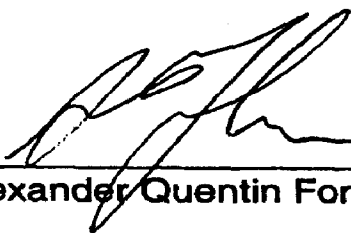
Ralph Warta

Date: _____

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.

Date: _____

Marc William Joseph Coughlan



Alexander Quentin Forbes

Date: 6/5/2008

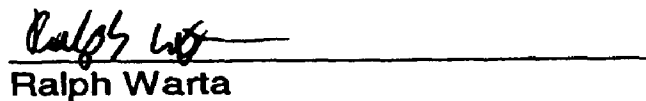


Ciaran Gannon

Date: 12/5/2008

Peter Donald Runcie

Date: _____



Ralph Warta

Date: 6 May 2008

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.

Date: _____

Marc William Joseph Coughlan

Date: _____

Alexander Quentin Forbes

Date: _____

Ciaran Gannon

Date: 6 May 2008



Peter Donald Runcie

Date: _____

Ralph Warta