# **DP** \$40.00 12142

# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
Paul Roller Michaelis	06/19/2008

## **RECEIVING PARTY DATA**

Name:	Avaya Technology LLC
Street Address:	211 Mount Airy Road
City:	Basking Ridge
State/Country:	NEW JERSEY
Postal Code:	07920-2332

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12142991

# **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER: 630-340US

NAME OF SUBMITTER: Kelly O'Connor

Total Attachments: 2

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PATENT REEL: 021566 FRAME: 0649

500654224

DeMont & Breyer Docket: 630-340US

# IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

# Assignment and Agreement

For value received, I, **Paul Roller Michaelis**, of Louisville, Colorado, United States of America, 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, US, 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 **Purposeful Degradation of Sidetone Audio for Providing Feedback about Transmit-Path Signal Quality** and identified by DeMont & Breyer's Attorney Docket as **630-340US**, Serial Number 12/142991, filed on 6/20/2008, 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.

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, I 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.

I 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.

I 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.

I hereby acknowledge that in the event of a conflict of interest between Avaya Technology LLC and me, the firm of DeMont & Breyer, LLC is the attorney for Avaya Technology LLC and is not my attorney.

I 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.

I agree that, when requested, I 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.

- 1 of 2 -

DeMont & Breyer Docket: 630-340US

Thresapolich 6.19.08

Witness Signature and Date

DeMont & Breyer, LLC Suite 250 100 Commons Way

Holmdel, NJ 07733 United States of America

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1. 6.19.08

PATENT REEL: 021566 FRAME: 0651