

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Avaya Technology LLC	06/25/2008
RECEIVING PARTY DATA	
Name:	Avaya Inc
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:	10406341
CORRESPONDENCE DATA	
Fax Number:	(732)852-1143
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	732-852-2047
Email:	denveriplaw@avaya.com
Correspondent Name:	Docket Administrator
Address Line 1:	307 Middletown-Lincroft Road, Rm 1N-391
Address Line 4:	Lincroft, NEW JERSEY 07738
ATTORNEY DOCKET NUMBER:	402091-US-CIP (BURRITT)
NAME OF SUBMITTER:	Douglas M. Grover
Total Attachments: 2 source=ASSGN_AvayaLLC_to_INC#page1.tif source=ASSGN_AvayaLLC_to_INC#page2.tif	

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REEL: 021964 FRAME: 0497

ASSIGNMENT, TRANSFER AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT, TRANSFER AND ASSUMPTION AGREEMENT (the "Agreement"), is effective as of the 25 day of June, 2008, by and between AVAYA TECHNOLOGY LLC, a Delaware limited liability company, with a principal place of business located at 211 Mount Airy Road, Basking Ridge, New Jersey 07920 (the "Assignor"), and AVAYA INC., a Delaware corporation, with a principal place of business located at 211 Mount Airy Road, Basking Ridge, New Jersey 07920 (the "Assignee").

WITNESSETH:

WHEREAS, Assignor is a wholly-owned subsidiary of Assignee where Assignee is the sole member of Assignor; and

WHEREAS, Assignor wishes to assign and transfer to Assignee any and all intellectual property, contracts and other assets owned by Assignor as of the date hereof, including its 100% membership interest in Avaya Holdings LLC (the "Assets"); and

WHEREAS, Assignee wishes to accept the transfer of the Assets and to assume all of the liabilities related thereto.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in the Assets and all of Assignor's rights to any benefits thereunder.
2. Assignee hereby accepts the within assignment and transfer and agrees to assume, perform and comply with and to be bound by all of the obligations, terms, covenants, provisions and conditions related to the Assets to be performed from and after the date hereof.
3. This Agreement and the obligations of Assignor and Assignee hereunder shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns, shall be governed by and construed in accordance with the laws of the State of Delaware and may not be modified or amended in any manner other than by a written agreement signed by the party to be charged therewith. Assignor and Assignee agree to execute any and all other assignments, documents, certificates and other instruments, including, but not limited to a bill of sale, as may at any time be deemed reasonably necessary to further evidence or consummate this Agreement.

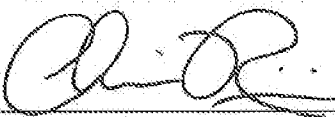
IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Agreement to be effective as of the day and year first above written.

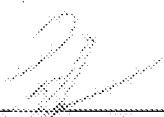
ASSIGNOR:

ASSIGNEE:

AVAYA TECHNOLOGY LLC

AVAYA INC.

By: 
Name: Christopher Ricci
Title: President

By: 
Name: Paul J. Di Maio
Title: Vice President, Law