

**PATENT ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Paul Roller Michaelis	09/21/2009
Richard Alan Windhausen	09/21/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Avaya Inc.
<b>Street Address:</b>	211 Mount Airy Road
<b>City:</b>	Basking Ridge
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07920
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	12565428
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(303)863-0223
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	3038639700
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<b>Correspondent Name:</b>	Sheridan Ross P.C.
<b>Address Line 1:</b>	1560 Broadway
<b>Address Line 2:</b>	Suite 1200
<b>Address Line 4:</b>	Denver, COLORADO 80202
<b>ATTORNEY DOCKET NUMBER:</b>	4366YDT-31
<b>NAME OF SUBMITTER:</b>	Matthew R. Ellsworth
<b>Total Attachments: 1</b> source=ASSIGNMENT#page1.tif	

CH \$40.00 12565428

Worldwide Assignment

WHEREAS, I/We Paul Roller Michaelis of 1918 Quail Circle, Louisville, CO 80027, and Richard Alan Windhausen of 845 Lefthand Canyon, Boulder, CO 80302, have made an invention entitled "PRIORITY-BASED, DYNAMIC OPTIMIZATION OF UTILIZED BANDWIDTH" for which I/We have filed an application for Letters Patent of the United States on 09/23/09, under Application No. 12/565,428 and Attorney Docket No. 4366YDT-31.

WHEREAS, Avaya Inc. ("ASSIGNEE"), a corporation or other business entity duly registered in the State/Country of Delaware, whose postal address is 211 Mount Airy Road, Basking Ridge, N.J., 07920 desires to acquire the entire right, title, and interest in and to the invention, the application, and any Letters Patent to be granted for the invention in the United States and in all foreign countries;


NOW, THEREFORE, in consideration of One Dollar (\$1.00) paid to me/us by ASSIGNEE, and other good and valuable consideration, the receipt and sufficiency of which I/We acknowledge, I/We, have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest in and to the invention, the application, all applications claiming benefit of the application, including, but not limited to, all divisions and continuations of the application, and all Letters Patent that may be granted thereon in the United States, Canada and in all foreign countries, and all reissues thereof, together with the right to claim priority under the International Convention in all member countries; and I/We authorize and request the Director of Patents and Trademarks to issue all Letters Patent for the invention to ASSIGNEE, its successors, legal representatives, and assigns in accordance with the terms of this Assignment;


AND I/We covenant and agree that I/We have the full right to convey the entire right, title, and interest herein assigned and that I/We have not executed and will not execute any assignment or other instrument in conflict with this Assignment;

AND I/We further covenant and agree that upon request by ASSIGNEE, its successors, legal representatives, and/or assigns, and without further consideration, I/We will do all lawful acts that may be necessary or desirable to assist ASSIGNEE, its successors, legal representatives, and/or assigns to obtain and enforce patent protection for the invention in the United States and in all foreign countries, including, but not limited to, communicate with ASSIGNEE, its successors, legal representatives, and/or assigns any facts known to me/us regarding the invention, testify in any legal proceeding, sign all lawful papers, execute and deliver all papers that may be necessary or desirable to perfect the title to the invention in ASSIGNEE, its successors, legal representatives, and/or assigns, execute all divisional, continuation, and reissue applications, and make all rightful oaths, it being understood that any expense incident to the rendering of such assistance will be borne by ASSIGNEE, its successors, legal representatives, and/or assigns;

AND I/We further hereby authorize ASSIGNEE, or its attorneys or agents, to insert the correct Application Number and filing Date into this Assignment, if none is indicated on that date of my/our execution of this agreement.

IN WITNESS WHEREOF, I/We have executed this Assignment on the date(s) indicated below:

Signature:   
Date: SEPT 21, 2009  
Full Name: Paul Roller Michaelis  
Address: 1918 Quail Circle  
Louisville, CO 80027  
U.S.

Signature:   
Date: Sept. 21, 2009  
Full Name: Richard Alan Windhausen  
Address: 845 Lefthand Canyon  
Boulder, CO 80302  
U.S.