

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
NORTEL NETWORKS LIMITED	10/29/2010

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: 21

Property Type	Number
Application Number:	12753634
Application Number:	10670932
Application Number:	10948582
Application Number:	11179298
Application Number:	11701620
Application Number:	11315823
Application Number:	11431230
Application Number:	11422440
Application Number:	12153747
Application Number:	12343242
Application Number:	12492577
Application Number:	12504830
Application Number:	12497064
Application Number:	12492548
Application Number:	12555413

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Application Number:	12569931
Application Number:	12564262
Application Number:	12500756
Application Number:	09326021
Application Number:	10706601
Application Number:	09459380

CORRESPONDENCE DATA

Fax Number: (303)538-5867
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 303-538-4600
Email: denveriplaw@avaya.com
Correspondent Name: Kimberly C. Croft, Avaya Inc.
Address Line 1: 1300 W. 120th Avenue
Address Line 2: Room B1-F53
Address Line 4: Westminster, COLORADO 80234

ATTORNEY DOCKET NUMBER:	NORTEL ASNMT -2ND WAVE US
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NAME OF SUBMITTER:	Douglas M. Grover
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Total Attachments: 5
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PATENT ASSIGNMENT

This PATENT ASSIGNMENT ("Assignment") is entered into as of October 29, 2010 by Nortel Networks Limited, a corporation organized under the laws of Canada ("Assignor") in favor of Avaya Inc., a corporation organized under the laws of Delaware ("Assignee").

WHEREAS, Assignor and Assignee are parties to the Amended and Restated Asset and Share Sale Agreement, dated September 14, 2009 and the related Amendment No. 1, dated December 18, 2009 (collectively, the "Purchase Agreement"), pursuant to which Assignor has sold, and Assignee has purchased, certain assets of Assignor, including, without limitation, the patents and patent applications identified and set forth on Schedule A attached hereto (such patents and patent applications, the "Patents"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all worldwide right, title and interest in and to the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby agrees:

1. Assignor hereby irrevocably sells, transfers, assigns, conveys and delivers to Assignee, all of Assignor's right, title and interest in, to and under (i) the Patents, including, without limitation, the inventions described and claimed therein, (ii) all patents that may issue therefrom and all reissuances thereof, (iii) any revisions, divisionals, continuations, extensions, continuations-in-part and counterparts thereof filed by Assignee, its successors or assigns, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with (A) all income, royalties, damages and payments due or payable after the date hereof relating to the Patents, except for (x) any income, royalties, damages from claims asserted prior to the date hereof or payment obligations accrued for periods prior to the date hereof, whether or not due or payable after the date hereof, and (y) any income or royalties payable under any contract, arrangement or agreement other than the Assigned Contracts (as such term is defined in the Purchase Agreement); (B) the right, if any, to register, prosecute, maintain and defend the Patents before any public or private agency or registrar; and (C) the right to sue and recover damages or other compensation for past or future infringements or misappropriations thereof, the right to sue and obtain equitable relief in respect of such infringements or misappropriations and the right to fully and entirely stand in the place of the Assignors in all matters related thereto.
2. Assignor hereby requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Patents and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.


3. Assignor shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as Assignee or any such other person or entity may reasonably request (including, without limitation, execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required) in connection with effectuating and implementing this Assignment and perfecting Assignee's title in, to and under the Patents.
4. If Assignor shall fail, after reasonable notice from Assignee, to execute any documents or to take such other steps as required by Section 3 above, Assignor hereby constitutes and appoints Assignee the true and lawful attorney of Assignor to act as Assignor's attorney-in-fact solely for the purpose of executing any such documents and taking all such other steps in connection with effectuating and implementing this Assignment and perfecting Assignee's title in, to and under the Patents.
5. This Assignment shall be governed by the governing law provision of the Purchase Agreement.
6. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
7. Notwithstanding any other provision of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, merge with, modify, replace, amend change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions set forth in the Purchase Agreement nor shall this Assignment reduce, expand or enlarge any remedies under the Purchase Agreement.

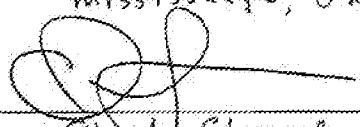
END OF PAGE
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

ASSIGNOR

NORTEL NETWORKS LIMITED

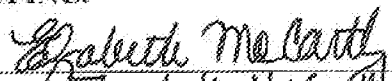
By: 
Name: Anna Ventresca
Title: General Counsel - Corporate & Intellectual Property
Address: 5945 Airport Rd. Secretary
MISSISSAUGA, Ontario

By: 
Name: Clark Gaspar
Title: Controller
Address: 5945 Airport Rd.
MISSISSAUGA, Ontario

Acknowledgment:

ASSIGNEE

AVAYA INC.

By: 
Name: Elizabeth McCarthy
Title: VP Law
Address: 4655 Great America Parkway
Santa Clara, CA 95054

NOTARIZATION PAGE FOLLOWS

CITY OF MISSISSAUGA)
PROVINCE OF ONTARIO)

Before me, the undersigned, a notary public in and for said City and Province, personally appeared Anna Ventresca and Geekabispell, authorized representatives of Nortel Networks Limited, a Canadian corporation, who acknowledged the execution of the foregoing Patent Assignment to be their voluntary act and deed on behalf of said company.

WITNESS MY HAND AND SEAL THIS 29 day of October, 2010.

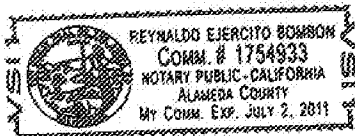
Donna Woollett
Notary Public

Printed: DONNA WOOLLETT, Notary Public, Regional Municipality of Peel, limited to the attestation of instruments and the taking of affidavits, for Nortel Networks Corporation and its subsidiaries. Expires January 29, 2011.

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA)

Before me, the undersigned, a notary public in and for said County and State, personally appeared ELIZABETH MCCARTHY, authorized representative of Avaya Inc., a Delaware corporation, who acknowledged the execution of the foregoing Patent Assignment to be his voluntary act and deed on behalf of said company.

WITNESS MY HAND AND SEAL THIS 9 day of NOVEMBER 2010.



Reynaldo E. Bombon
Notary Public

Printed: REYNALDO E. BOMBON

My Commission Expires: JULY 2, 2011

Schedule A
to Patent Assignment

Disc Number	App Filed Country Code	App Serial Number	Patent Number	App Title
17316SS	US	12/753,634		METHOD AND APPARATUS FOR ENABLING MULTICAST OVER SPLIT MULTI-LINK TRUNKING
15891BA	US	10/670,932	7,555,546	ENTERPRISE NETWORK SERVICES ARCHITECTURE
17142BA	US	10/948,582	7,752,670	DETECTING AN ATTACK OF A NETWORK CONNECTION
17506BA	US	11/179,298		METHOD AND SYSTEM FOR GENERATING DATA FRAMES FOR ASYNCHRONOUS OVER TCP/IP PROTOCOL
17966BA	US	11/701,620		METHOD AND APPARATUS FOR LEARNING VRRP BACKUP ROUTERS
18016SS	US	11/315,823		METHOD AND APPARATUS FOR ENHANCING SECURITY ON AN ENTERPRISE NETWORK
18088ID	US	11/431,230		METHOD AND SYSTEM FOR MANAGEMENT OF QUEUES IN CONTACT CENTERS
18117BA	US	11/422,440		PASSING INFORMATION FROM A FORWARDING PLANE TO A CONTROL PLANE
19134RO	US	12/153,747		METHODS AND SYSTEMS FOR MANAGING COMMUNICATION REQUESTS IN AN INSTITUTIONAL SETTING SUCH AS A HEALTHCARE FACILITY
19157BA	US	12/343,242		NETWORK DEVICE AUTHENTICATION
19711BA	US	12/492,577		METHOD AND APPARATUS FOR ENABLING MULTICAST ROUTE LEAKING BETWEEN VRFS IN DIFFERENT VPNS
19727ID	US	12/504,830		MANAGEMENT OF CALL HANDLING TREATMENTS
19836DW	US	12/497,064		METHOD AND APPARATUS FOR DYNAMICALLY DETERMINING MIX SETS IN AN AUDIO PROCESSOR
19839CH	US	12/492,548		METHOD AND APPARATUS FOR IMPLEMENTING L2 VPNS ON AN IP NETWORK
19861RN	US	12/555,413		METHODS AND SYSTEM FOR AURALLY POSITIONING VOICE SIGNALS IN A CONTACT CENTER ENVIRONMENT
19862RN	US	12/569,931		METHOD AND SYSTEM FOR REPLAYING A PORTION OF A MULTI-PARTY AUDIO INTERACTION
19865RN	US	12/564,262		METHOD AND SYSTEM FOR CONTROLLING AUDIO IN A COLLABORATION ENVIRONMENT
19866ID	US	12/500,756		CONTACT CENTER INTERFACES
BA0398	US	09/326,021		APPARATUS AND METHOD FOR FORWARDING MESSAGES BETWEEN TWO APPLICATIONS
BA0434	US	10/706,601		VIRTUAL PRIVATE NETWORK MANAGER GUI WITH LINKS FOR USE IN CONFIGURING A VIRTUAL PRIVATE NETWORK
SS0218	US	09/459,380		METHOD AND APPARATUS FOR VOICE RECOGNITION FOR CALL TREATMENT MODIFICATION ON MESSAGING