PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:		ז	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:			ASSIGNMENT		
CONVEYING PART	Y DATA				
		Nan	ne	Execution Date]
Avaya Technology	LLC			12/12/2011	
Avaya Licensing Ll	_C			12/12/2011	
RECEIVING PART	(DATA				
Name:	Avaya Inc.	Avaya Inc.]
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City:	Basking Ridg	Basking Ridge			
State/Country:	NEW JERSE	WJERSEY			
Postal Code:	07920	07920			
PROPERTY NUMB	ERS Total: 6				
Property	Туре		Number		
Patent Number:		7525994	25994		
Patent Number: 74896		7489687	,		
Patent Number: 76339		7633942	2		
Application Number: 10270		1027033	35		
Application Number: 10270		1027001	1		
Patent Number: 74578		7457862)		
CORRESPONDEN	CE DATA				
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Email: denveriplaw@avaya.com Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail. Correspondent Name: Kimberly Croft, Avaya Inc. Address Line 1: 1300 W. 120th Avenue Room B1-F53 Address Line 2: Address Line 4: Westminster, COLORADO 80234

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ATTORNEY DOCKET NUMBER:	VOLLI POLYMER - PL5B ASNT		
NAME OF SUBMITTER:	Douglas M. Grover		
Total Attachments: 4 source=PL5b Confirmatory Assignment EXECUTED#page1.tif source=PL5b Confirmatory Assignment EXECUTED#page2.tif source=PL5b Confirmatory Assignment EXECUTED#page3.tif source=PL5b Confirmatory Assignment EXECUTED#page4.tif			

CONFIRMATORY ASSIGNMENT OF PATENT RIGHTS

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, on this 12^{36} day of December, 2011, Avaya Technology LLC, a Delaware limited liability company and Avaya Licensing LLC, a Delaware limited liability company (together, the "Assignors"), to ensure that the assignment dated June 26, 2008 and filed with the United States Patent and Trademark Office on June 26, 2008 at Reel/Frame 021156/0082 (the "Original Assignment"), is completed, hereby sell, assign, and transfer to Avaya Inc., a Delaware corporation ("Assignee"), the full extent of all right, title, and interest in and to any and all of the following (collectively, the "Rights"):

- 1. The patents, provisional patent applications and patent applications listed in the table below (individually and collectively referred to herein as the "**Patents**");
- 2. All inventions claimed or described in the Patents (collectively, the "Inventions");
- 3. All rights with respect to the Inventions, including all U.S. patents or other governmental grants or issuances that may be granted with respect to the Inventions or from any direct or indirect divisionals, continuations, continuations-in-part, or other patent applications claiming priority rights from the Patents ("Potential Patents");
- 4. All reissues, reexaminations, extensions, or registrations of the Patents or Potential Patents;
- 5. All non-United States patents, patent applications, and counterparts relating to any or all of the Inventions, the Patents, or Potential Patents, including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances ("Foreign Rights"), and including the right to file foreign applications directly in the name of Assignee, its successors and assigns;
- 6. The right to claim priority rights deriving from the Patents;
- 7. All causes of action and remedies related to the Patents, the Inventions, Potential Patents, or Foreign Rights (including, without limitation, the right to sue for past, present, or future infringement, misappropriation or violation of rights related to any of the foregoing and the right to collect royalties and other payments under or on account of any of the foregoing); and
- 8. Any and all other rights and interests arising out of, in connection with, or in relation to, the Patents, the Inventions, Potential Patents, or Foreign Rights.

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Patent or Application No.	Filing Date	Litle of Patent and First Named Inventor
7525994 (10/355542)	1/30/2003	Packet data flow identification for multiplexing
		Alexander Martin Scholte
74896 8 7 (10/109784)	5/31/2002	Emergency bandwidth allocation with an RSVP-like protocol
		David L. Chavez
7633942 (10/270122)	10/15/2002	Network traffic generation and monitoring systems and methods for their use in testing frameworks for determining suitability of a network for target

Patent or Application No.	Filing Date	Title of Patent and First Named Inventor
X		Mark J. Bearden
10/270335	10/15/2002	Network topology discovery systems and methods and their use in testing frameworks for determining suitability of a network for target applications
10/270011	10/15/2002	Mark J. Bearden Report generation and visualization systems and methods and their use in testing frameworks for determining suitability of a network for target applications Mark J. Bearden
JP4030968 (JP2004-022441)	Unable to verify	Identification of packet data flow for multiplexing Alexander Martin Scholte
EP10181288.1	Unable to verify	Packet data flow identification for multiplexing Alexander Martin Scholte
EP04250532.1	Unable to verify	Packet data flow identification for multiplexing Alexander Martin Scholte
CA2454997 (CA2454997)	Unable to verify	Packet data flow identification for multiplexing Alexander Martin Scholte
7457862 (10/028874)	10/22/2001	Real time control protocol session matching Neil Hepworth

This Confirmatory Assignment of Patent Rights (the "Assignment") is made fully effective on the date of the Original Assignment, thereby confirming the Assignor(s)'s intent to transfer all of the Rights as of that date.

Assignors will not sign any writing or do any act conflicting with this Assignment, and, without further compensation, will sign all documents and do such additional acts as Assignee, its successors, legal representatives, and assigns deem necessary or desirable to perfect enjoyment of the Rights, conduct proceedings regarding the Rights (including any litigation or interference proceedings), or perfect or defend title to the Rights. Assignors request the

respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models, or other governmental grants or issuances that may be granted upon any of the Rights in the name of the Assignee, as the assignee to the entire interest therein.

The terms and conditions of this Assignment will inure to the benefit of Assignee, its successors, legal representatives, and assigns and will be binding upon Assignors, their successors, legal representatives and assigns.

AVAYA TECHNOLOGY LLC (by Amya Inc., its sale member) By: <u>Percell W. B</u> (Signature MUST be attested) Name: <u>Russell W. Bjans</u> Jr. Title: <u>Sc. Director & Corgorate Connect - I.P. Law</u>

ATTESTATION OF SIGNATURE PURSUANT TO 28 U.S.C. § 1746

The undersigned witnessed the signature of <u>Kussell W. Binns</u> to the above Confirmatory Assignment of Patent Rights on behalf of Avaya Technology LLC and makes the following statements:

1. I am over the age of 18 and competent to testify as to the facts in this Attestation block if called upon to do so.

2. Kussell Burns is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on December $\frac{12}{2}$, 2011 to execute the above Confirmatory Assignment of Patent Rights on behalf of Avaya Technology LLC.

3. <u>Restant</u> Subscribed to the above Confirmatory Assignment of Patent Rights on behalf of Avaya Technology LLC.

I declare under penalty of perjury under the laws of the United States of America that the statements made in the three (3) numbered paragraphs immediately above are true and correct.

EXECUTED on $D_{e.e.}$, 12, 2011 (date) C() Print Name: (1 ARK D PETRIE

AVA	YA LICENSING LLC	
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Bv:	Purell W. 3 Sp	
	(Signature MUST be attested)	
Name	e: Russell W. Binns, Jr.	dinetica
Title:	: Sc Director & Corporate Coursel - IP	Laws

ATTESTATION OF SIGNATURE PURSUANT TO 28 U.S.C. § 1746

The undersigned witnessed the signature of $\underline{\mathbb{K}_{k+k}}$ is the above Confirmatory Assignment of Patent Rights on behalf of Avaya Licensing LLC and makes the following statements:

1. I am over the age of 18 and competent to testify as to the facts in this Attestation block if called upon to do so.

2. $\underline{R_{utdot}}$ $\underline{R_{utdot}}$ is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on December \underline{N} , 2011 to execute the above Confirmatory Assignment of Patent Rights on behalf of Avaya Licensing LLC.

3. <u>Kussell Binnis</u> subscribed to the above Confirmatory Assignment of Patent Rights on behalf of Avaya Licensing LLC.

I declare under penalty of perjury under the laws of the United States of America that the statements made in the three (3) numbered paragraphs immediately above are true and correct.

EXECUTED on	<u> </u>	12.	2011	(date)
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Print Name:	<u>C. 1. 6. 8. 1</u>	~ 0	7-39	<u>e ie</u>

RECORDED: 12/13/2011