

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
The Bank of New York Mellon Trust Company, N.A.	12/20/2011
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: 11	
Property Type	Number
Patent Number:	6457036
Patent Number:	7457862
Patent Number:	7577738
Patent Number:	7525994
Patent Number:	7489687
Patent Number:	6625718
Application Number:	10270011
Application Number:	10270335
Application Number:	60372180
Application Number:	60329569
Patent Number:	7633942
CORRESPONDENCE DATA	
Fax Number:	(303)538-5867
Phone:	303-538-4600
Email:	denveriplaw@avaya.com

CH \$440.00 6457036

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
Address Line 2: Room B1-F53
Address Line 4: Westminster, COLORADO 80234

ATTORNEY DOCKET NUMBER:	VOLLI POLYMER - PL9
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NAME OF SUBMITTER:	Douglas M. Grover
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Total Attachments: 6

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RELEASE OF SECURITY INTEREST

THIS PATENT RELEASE (the "Release") is made effective as of the 20th day of December, 2011 by THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., the Notes Collateral Agent for the Secured Parties, in favor of Avaya Inc. (the "Grantor").

Reference is made to the Patent Security Agreement (Short Form), dated as of February 11, 2011, between the Notes Collateral Agent and the Grantor (the "Patent Security Agreement") and to the Pledge and Security Agreement dated as of February 11, 2011 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement," and, together with the Patent Security Agreement, the "Agreements"), among the Grantor, certain Subsidiaries of the Grantor from time to time party thereto and the Notes Collateral Agent. Capitalized terms used in this Release and not otherwise defined herein have the meanings specified in the Security Agreement.

WHEREAS, pursuant to the terms and conditions of the Agreements, the Grantor granted to the Secured Parties a continuing security interest in all of its right, title and interest in and to the patents and patent applications set forth on Exhibit A (the "Patents");

WHEREAS, pursuant to the Patent Security Agreement, the Notes Collateral Agent recorded its security interest as follows:

<u>Debtor</u>	<u>Secured Party</u>	<u>Execution Date</u>	<u>Reel/Frame</u>	<u>Recordation Date</u>
Avaya Inc.	The Bank of New York Mellon Trust, N.A.	02/11/2011	025863/0535	02/22/2011

WHEREAS, the Grantor has committed to sell its entire right, title and interest in the Patents to one or more third parties as permitted by the Security Agreement, contingent upon receipt of this Release (the "Sale"); and

WHEREAS, the Notes Collateral Agent has been advised via a certificate provided by an officer of the Grantor that the sale of the Patents is permitted by the Security Agreement and, in reliance thereon, is executing this Release to become effective simultaneously with the consummation of the Sale.

NOW, THEREFORE, for valuable consideration received, by its execution of this Release, the Notes Collateral Agent hereby irrevocably and unconditionally releases all right, title and interest in all of the following:

- (a) the Patents;
- (b) all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, (ii) for which any of the Patents directly or indirectly forms a basis for priority, and/or (iii) that directly or indirectly incorporate by reference, or are directly or indirectly

incorporated by reference into, the Patents;

(c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);

(d) all non-United States patents, patent applications, and counterparts relating to the Patents or any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, other governmental grants or issuances, and any rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or governmental grants or issuances of any type related to any of the Patents and the inventions, invention disclosures, and discoveries therein;

(e) inventions, invention disclosures, and discoveries described in any of the Patents of any item in the foregoing categories (a) through (d);

(f) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (e), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;

(g) causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or the rights described in the above subparagraphs (a) through (f), including, without limitation, all causes of action and other enforcement rights for

- (i) damages,
- (ii) injunctive relief, and
- (iii) any other remedies of any kind

for past, current and future infringement; and

(h) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (a) through (g).

If necessary or desired, the Notes Collateral Agent hereby authorizes the Grantor's authorized representative to file UCC Financing Statement Amendment(s) with the applicable filing office(s) in order to memorialize the release of any security interest by the Notes Collateral Agent.


This Release is governed by the law of the State of New York, excluding its choice of law principles to the contrary. This Release shall be binding upon the Grantor and its successors and assigns and inures, to the benefit of, with respect to the Patents (including any purchaser).

The Notes Collateral Agent acknowledges that it is aware that it may hereafter discover facts different from or in addition to what it now knows, believes or suspects to be true with respect to the matters herein released, that such facts may give rise to claims, causes of action, damages, consequences or results that are unforeseen or unsuspected, and that the Notes Collateral Agent is nonetheless giving up its rights, and the releases in this Release will be and remain in effect in all respects as complete, general releases, notwithstanding any such different or additional facts.

[Signature page to follow.]

IN WITNESS WHEREOF, the undersigned has executed this Release on this 20th day of December, 2011

**The Bank of New York Mellon Trust Company, N.A.,
as Notes Collateral Agent**

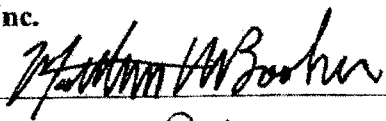
By: 

Name: James C. Howe

Its: J. Christopher Howe
Senior Associate

ACCEPTED AND AGREED:

Avaya Inc.

By: 

Name: Matthew Booker

Its: VP Finance, Treasurer & Investor Relations Officer

Exhibit A

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
7,525,994	US	01/30/2003	Packet data flow identification for multiplexing Alexander Martin Scholte
CA2454997	CA	01/12/2004	Packet data flow identification for multiplexing Alexander Martin Scholte
EP04250532.1	EP	01/30/2004	Packet data flow identification for multiplexing Alexander Martin Scholte
EP10181288.1	EP	01/30/2004	Packet data flow identification for multiplexing Alexander Martin Scholte
JP4030968	JP	01/30/2004	Packet data flow identification for multiplexing Alexander Martin Scholte
7,489,687	US	05/31/2002	Emergency bandwidth allocation with an RSVP-like protocol David L. Chavez
10/270,011	US	10/15/2002	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
7,633,942	US	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 applications Mark J. Bearden
10/270,335	US	10/15/2002	Network topology discovery systems and methods and their use in testing frameworks for

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
			determining suitability of a network for target applications Mark J. Bearden
6,457,036	US	08/24/1999	System for accurately performing an integer multiply-divide operation John L. Sloan
7,457,862	US	10/22/2001	Real time control protocol session matching Neil Hepworth
7,577,738	US	08/01/2005	Method and apparatus using voice and data attributes for probe registration and network monitoring systems Nevill John Inglis
6,625,718	US	02/05/1998	Pointers that are relative to their own present locations Robert C. Steiner
60/372,180	US	04/11/2002	Emergency bandwidth allocation with an RSVP-like protocol David L. Chavez
60/329,569	US	10/15/2001	System and method for testing data networks for readiness for network applications (including voice over IP applications), tools for particular tests and presentation of test results, and use of particular endpoint devices in such networks Mark Bearden