

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 GmbH & CO. KG	02/28/2012
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:	11569508
CORRESPONDENCE DATA	
Fax Number:	(303)863-0223
Phone:	3038639700
Email:	dswartz@sheridanross.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Douglas W. Swartz/Sheridan Ross P.C.
Address Line 1:	1560 Broadway
Address Line 2:	Suite 1200
Address Line 4:	Denver, COLORADO 80202-5141
ATTORNEY DOCKET NUMBER:	4366RWB-23 DWS
NAME OF SUBMITTER:	Douglas W. Swartz
Total Attachments: 2 source=ExecutedAssignmentAvayaGMBHtoAvayaInc#page1.tif source=ExecutedAssignmentAvayaGMBHtoAvayaInc#page2.tif	

CH \$40.00 11569508

ASSIGNMENT, TRANSFER AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT, TRANSFER AND ASSUMPTION AGREEMENT (the "Agreement") is effective as of the 28th day of February, 2012, by and between AVAYA GmbH & CO. KG, a company duly formed and existing under the laws of Germany, with its principal place of business located at Kleyerstrasse 94, 60326 Frankfurt, Germany (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").

WHEREAS, Assignor is a wholly-owned subsidiary of Assignee and the owner of U.S. Patent Application No. 11/569,508 with a filing date of November 20, 2007 and entitled "Method for Authorizing a Telephone Transaction and Local Node," and Assignor desires to assign and transfer to Assignee its entire right, title and interest in, to and under U.S. Patent Application No. 11/569,508; and

WHEREAS, Assignee desires to accept the transfer of and obtain the Assignor's entire right, title and interest in, to, and under U.S. Patent Application No. 11/569,508 and to assume all of the liabilities and benefits related thereto.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. Assignor has sold, assigned, transferred, and conveyed, and does hereby sell, assign, transfer, and convey to the Assignee, its successors, assigns, and legal representatives, all of Assignor's right, title and interest in U.S. Patent Application No. 11/569,508, together with and including:

- (a) all rights to file further such applications, and to claim the same priority rights as the application under the Patent Laws of the United States, the applicable laws of the country in which any such application is filed, the International Convention for the Protection of Industrial Property, and any other international union, convention, agreement and treaty;
- (b) all rights in and to causes of action and enforcement rights for the application and any resulting patents, including all rights to pursue damages, injunctive relief and other remedies for past, present, and future infringement of the application and any resulting patents, and to hold for Assignee's sole use and benefit all recoveries, rights, and benefits arising from all such suits; and
- (c) the Assignor hereby authorizes and requests the Director of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty is to issue patents or other evidence or forms of industrial property to issue the same to Assignee, its successors, legal representatives, and assigns in accordance with the terms of this Agreement;

AND THE ASSIGNEE HEREBY:

- (a) 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 U.S. Patent Application No. 11/569,508, and to be performed from and after the date hereof.

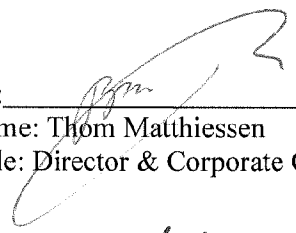
Assignee and Assignee agree that the purchase price will be agreed later on the basis of an arm's length price. The price setting will follow the rules of existing agreements for cross charging of R&D cost, i.e., as soon as the cost incurred by Assignor will be identified, they will be invoiced to Assignee with a 6.5% markup.

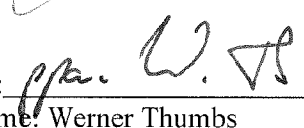
This Agreement and the obligations of Assignor and Assignee hereunder shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors, legal representatives, and assigns, shall be governed by and construed in accordance with the laws of the State of Delaware and 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:

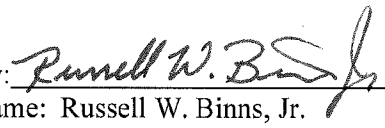
Avaya GmbH & Co. KG

By: 
Name: Thom Matthiessen
Title: Director & Corporate Counsel

By: 
Name: Werner Thumbs
Title: Director Tax EMEA/APAC

ASSIGNEE:

AVAYA INC.

By: 
Name: Russell W. Binns, Jr.
Title: Sr. Director & Corporate Counsel