## 501911173 05/04/2012

## 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
Citicorp USA, Inc.	04/20/2012

#### RECEIVING PARTY DATA

Name:	vaya Inc.	
Street Address:	11 Mount Airy Road	
City:	Basking Ridge	
State/Country:	NEW JERSEY	
Postal Code: 07920		

#### PROPERTY NUMBERS Total: 3

Property Type Number	
Patent Number:	5841849
Patent Number:	5901222
Patent Number:	6791586

## CORRESPONDENCE DATA

Fax Number: (415)744-1159 Phone: 4089308101

Email: nancy.pizzo@ipspring.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US

Mail.

Correspondent Name: Nancy Pizzo

Address Line 1: 180 N. LaSalle St. Suite 3700
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	AVAYARELEASE-CITICORPUSA
NAME OF SUBMITTER:	Nancy Pizzo

## Total Attachments: 5

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PATENT REEL: 028160 FRAME: 0314 1 \$120.00 58418

## RELEASE OF SECURITY INTEREST IN PATENTS

THIS RELEASE OF SECURITY INTEREST IN PATENTS (this "Release") is made effective as of this 20 day of April, 2012, by CITICORP USA, INC., the Administrative Agent for the Secured Parties (in such capacity, the "Administrative Agent"), in favor of AVAYA INC. (the "Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Pledge and Security Agreement, dated as of October 26, 2007, between the Grantor and certain of its subsidiaries and the Administrative Agent (as amended, supplemented, or otherwise modified from time to time, the "Security Agreement"; all capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement or the Patent Security Agreement (defined below) as applicable), the Grantor granted to the Administrative Agent for the benefit of the Secured Parties, among other things, a continuing security interest in all of the Grantor's right, title and interest in and to the patents and patent applications set forth on Exhibit A attached hereto (the "Released Patents");

WHEREAS, pursuant to the filing and recordal of the Patent Security Agreement, dated as of October 26, 2007, between the Administrative Agent and the Grantor and certain of its subsidiaries (the "Patent Security Agreement"), with the United States Patent and Trademark Office, the Administrative Agent recorded its security interest in the Patent Collateral (as defined in the Patent Security Agreement), including the security interest in the Released Patents;

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

WHEREAS, the Administrative Agent has been advised by the Grantor that the Sale of the Released Patents is permitted by the Credit Agreement and, in reliance thereon and in reliance of the factual representations made by the Grantor with respect to the Sale, 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 and effective simultaneously with the Sale, the Administrative Agent, on behalf of the Secured Parties, hereby releases the security interest granted by the Grantor, pursuant to the Security Agreement and the Patent Security Agreement, in and to the Released Patents (including all appurtenant right, title and interest therein granted by the Grantor to the Administrative Agent), including all reissues, continuations, divisions, continuations-in-part, renewals, improvements or extension of the Released Patents. For the avoidance of any doubt, the foregoing release applies only and solely with respect to the Released Patents, and shall not extend to or relate to any other Collateral (as defined in the Security Agreement) or Patent Collateral. The Security Agreement and the Patent Security Agreement with respect to such other Collateral and Patent Collateral shall remain in full force and in effect.

If necessary or desired, the Administrative Agent hereby authorizes the Grantor's authorized representative to file UCC Financing Statement Amendment(s) with the applicable

PATENT REEL: 028160 FRAME: 0315 filing office(s) in order to memorialize the release of any security interest by the Administrative 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 Released Patents (including any purchaser).

[Signature page to follow.]

PATENT REEL: 028160 FRAME: 0316

of 2012.	as executed this Release on this & day
Citicorp USA, Inc., as Administrative Agent	
By: Jengske Engley	
Name: Või President Its:	
ACCEPTED AND AGREED:	
By: Mathen H. Carl	
Name: Matthew Booker Vice President - Finance,	
lts: Corporate Treasurer and investor Relations Officer	

PATENT REEL: 028160 FRAME: 0317

IN WITNESS WHEREOF, the undersigned has executed this Release on this 20 day of, 2012.
Citicorp USA, Inc., as Administrative Agent
Ву:
Name:
Its:
ACCEPTED AND AGREED:
Avaya Inc.
By:
Name <u>: Matthew Booher</u> Vice President - Finance,
Its: Corporate Treasurer and Investor Relations Officer

# Exhibit A

	Patent No.	Appl. No.	Title	Filed	GRA Date
1	US5841849	08/739668	User Interface For Personal Telecommunication Devices	10/31/96	11/24/98
2	US5901222	08/739670	User Interface For Portable Telecommunication Devices	10/31/96	5/4/99
3	US6791586	09/421821	Dynamically Autoconfigured Feature Browser For A Communication Terminal	10/20/99	9/14/04

PATENT REEL: 028160 FRAME: 0319

**RECORDED: 05/04/2012**