

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2717510

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AVAYA HOLDINGS LIMITED	02/07/2014
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: 4	
Property Type	Number
Patent Number:	6546424
Patent Number:	7222188
Patent Number:	6058429
Application Number:	09207787
CORRESPONDENCE DATA	
Fax Number:	(970)492-1101
Phone:	(970) 492-1100
Email:	lynetted@patentlegal.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	COCHRAN FREUND & YOUNG LLC
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Address Line 2:	SUITE 201
Address Line 4:	FORT COLLINS, COLORADO 80525
ATTORNEY DOCKET NUMBER:	AVAYA GENERAL
NAME OF SUBMITTER:	LYNETTE DEBREY-COTA

Signature:	/Lynette DeBrey-Cota/
Date:	02/07/2014
Total Attachments: 5 source=Avaya Holdings to Avaya Inc Executed#page1.tif source=Avaya Holdings to Avaya Inc Executed#page2.tif source=Avaya Holdings to Avaya Inc Executed#page3.tif source=Avaya Holdings to Avaya Inc Executed#page4.tif source=Avaya Holdings to Avaya Inc Executed#page5.tif	

## ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Avaya Holdings Limited, a Bermuda corporation, having an address at Crawford House, 1<sup>st</sup> Floor, 50 Cedar Avenue, Hamilton, Bermuda HM11 (“**Assignor**”), does hereby sell, assign, transfer, and convey unto Avaya Inc., a Delaware corporation, having an address at 211 Mt. Airy Road, Basking Ridge, NJ 07920 (“**Assignee**”), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the “**Patent Rights**”):

(a) the provisional patent applications, patent applications and patents listed in the table below (the “**Patents**”);

<u>Patent No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
6546424	US	Dec 3, 1998	Apparatus and method for analyzing the effect of adding a user group to a computer network Joan Cucchiara
7222188	US	Jan 19, 2000	Method and apparatus for forwarding traffic between locally attached networks using level 3 addressing information Steve Ames
6058429	US	Dec 8, 1995	Method and apparatus for forwarding traffic between locality attached networks using level 3 addressing information Steve Ames

(b) all patent and patent applications (i) to which any of the Patents directly claims priority, and (ii) for which any of the Patents directly forms a basis for priority;

(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 foreign patents, patent applications, and counterparts to 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, and other governmental grants or issuances;

(e) inventions, invention disclosures, and discoveries described in any of the Patents and/or any item in the foregoing categories (b) through (e) that (i) are claimed in the Patents and/or any item in the foregoing categories (b) through (e), and/or (ii) are subject matter capable of being reduced to a patent claim in a reissue or reexamination proceeding brought on any of the Patents and/or any item in the foregoing categories (b) through (e);

(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 (f), 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) all 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 any item in any of the foregoing categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for

- (1) damages,
- (2) injunctive relief, and
- (3) 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 (b) through (h).

Assignor represents, warrants and covenants that:

(1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee; and

(2) Assignor owns, and by this document assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances (except for encumbrances related to prior patent license agreements), and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights.

There are no existing contracts, agreements, options, commitments or rights with, to, or in any third party to acquire any of the Patent Rights.

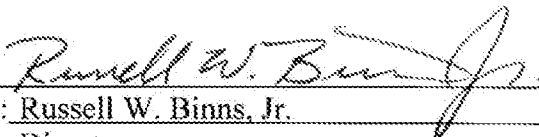
Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee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

Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefore, do all things necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at  
Basking Ridge, NJ on February 7<sup>th</sup>, 2014.

**ASSIGNOR:**

**Avaya Holdings Limited**

By:   
Name: Russell W. Binns, Jr.  
Title: Director  
(Signature MUST be attested)

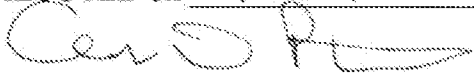
**ATTESTATION OF SIGNATURE PURSUANT TO 28 U.S.C. § 1746**

The undersigned witnessed the signature of Russell Binns to the above Assignment of Patent Rights on behalf of Avaya Inc. 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. Russell Binns is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on Feb. 7, 2013 to execute the above Assignment of Patent Rights on behalf of Avaya Inc. <sup>4</sup>  
cc?
3. Russell Binns subscribed to the above Assignment of Patent Rights on behalf of Avaya Inc.

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 Feb. 7, 2014

  
Print Name: CLARK D PETRIE

**ASSIGNMENT OF RIGHTS IN CERTAIN ASSETS**

For good and valuable consideration, the receipt of which is hereby acknowledged, Avaya Holdings Limited, a Bermuda corporation, having an address at Crawford House, 1<sup>st</sup> Floor, 50 Cedar Avenue, Hamilton, Bermuda HM11 ("*Assignor*"), does hereby sell, assign, transfer, and convey unto Avaya Inc., a Delaware corporation, having an address at 211 Mt. Airy Road, Basking Ridge, NJ 07920 ("*Assignee*"), or its designees, the right, title, and interest in and to any and all of the following provisional patent applications, patent applications, patents, and other governmental grants or issuances of any kind (the "*Certain Assets*"):

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
09/207787	US	12/9/1998	Apparatus and Method for Analyzing the effect of adding a user group to a computer network

Assignor assigns to Assignee all rights to the inventions, invention disclosures, and discoveries in the assets listed above, together, with the rights, if any, to revive prosecution of claims under such assets and to sue or otherwise enforce any claims under such assets for past, present or future infringement.

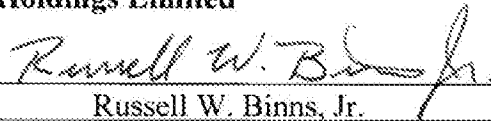
Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to make available to Assignee all records regarding the Certain Assets.

The terms and conditions of this Assignment of Rights in Certain Assets will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

DATED this 1<sup>st</sup> day of February 2014.

**ASSIGNOR:**

**Avaya Holdings Limited**

By:   
 Name: Russell W. Binns, Jr.

Title: Director