

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2723024

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
CITICORP USA, INC.	01/29/2014
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: 8	
Property Type	Number
Patent Number:	6058429
Patent Number:	6442261
Patent Number:	6519259
Patent Number:	6546424
Patent Number:	6553106
Patent Number:	6574474
Patent Number:	7177649
Patent Number:	7222188
CORRESPONDENCE DATA	
Fax Number:	(202)318-7456
Phone:	202-448-9948
Email:	BARNES@CAPITALLEGALGROUP.COM
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	CAPITAL LEGAL GROUP PLLC
Address Line 1:	1455 PENNSYLVANIA AVE, NW
Address Line 2:	SUITE 400

Address Line 4: WASHINGTON, DISTRICT OF COLUMBIA 20004	
NAME OF SUBMITTER:	MELVIN BARNES
Signature:	/Melvin Barnes/
Date:	02/11/2014
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 5 source=Citicorp-Release-1-2014#page1.tif source=Citicorp-Release-1-2014#page2.tif source=Citicorp-Release-1-2014#page3.tif source=Citicorp-Release-1-2014#page4.tif source=Citicorp-Release-1-2014#page5.tif	

RELEASE OF SECURITY INTEREST IN PATENTS

THIS RELEASE OF SECURITY INTEREST IN PATENTS (this "Release") is made effective as of this 27th day of January, 2014, 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 assign its entire right, title and interest in the Released Patents to one or more third parties pursuant to a patent purchase agreement, all 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 because the net cash proceeds resulting from the Sale are less than the \$5 million threshold needed to qualify as a Disposition (as defined in Section 1.01 of 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 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.]

IN WITNESS WHEREOF, the undersigned has executed this Release on this 29th day
of January, 2014.

Citicorp USA, Inc.
as Administrative Agent

By: [Signature]

Name: Matthew Burke

Its: Vice President

ACCEPTED AND AGREED:

Avaya Inc.

By: _____

Name: _____

Its: _____

IN WITNESS WHEREOF, the undersigned has executed this Release on this 29th day
of January, 2014.

**Citicorp USA, Inc.,
as Administrative Agent**

By: _____

Name: _____

Its: _____

ACCEPTED AND AGREED:

Avaya Inc.

By: Matthew M. Bocher

Name: MATTHEW BOCHER

Its: VICE PRESIDENT

Exhibit A

Country	Grant No	Serial #	Application Date	Grant Date
U.S.A.	6,058,429	08/569580	12/8/95	5/2/00
U.S.A.	6,442,261	09/239435	1/28/99	8/27/02
U.S.A.	6,519,259	09/252252	2/18/99	2/11/03
U.S.A.	6,546,424	09/204769	12/3/98	4/8/03
U.S.A.	6,553,106	09/472690	12/27/99	4/22/03
U.S.A.	6,574,474	09/315902	5/20/99	6/3/03
U.S.A.	7,177,649	09/560294	4/27/00	2/13/07
U.S.A.	7,222,188	09/488945	1/19/00	5/22/07