

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2785435

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	CITICORP USA, INC.	03/04/2014
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: 1		
	Property Type	Number
	Patent Number:	5774540
CORRESPONDENCE DATA		
Fax Number:		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	908-582-7109	
Email:	narpatent@alcatel-lucent.com	
Correspondent Name:	DOCKET ADMINISTRATOR	
Address Line 1:	600-700 MOUNTAIN AVENUE	
Address Line 2:	ROOM 3B-212F	
Address Line 4:	MURRAY HILL, NEW JERSEY 07974-0636	
ATTORNEY DOCKET NUMBER:	US5774540 (MTP/AVAYA)	
NAME OF SUBMITTER:	GREGORY J. MURGIA	
SIGNATURE:	/Gregory J. Murgia/	
DATE SIGNED:	03/26/2014	
Total Attachments: 4		
source=US5774540 Citicorp Release (Final)#page1.tif		
source=US5774540 Citicorp Release (Final)#page2.tif		
source=US5774540 Citicorp Release (Final)#page3.tif		
source=US5774540 Citicorp Release (Final)#page4.tif		

RELEASE OF SECURITY INTEREST IN PATENTS

THIS RELEASE OF SECURITY INTEREST IN PATENTS (this "Release") is made effective as of this 4TH day of MARCH, 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 and document exchange 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.

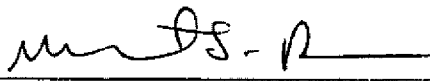
If necessary or desired, the Administrative Agent hereby authorizes the Grantor's authorized representative to file UCC Financing Statement Amendment(s) with the applicable filing office(s) in order to memorialize the release of any security interest by the Administrative Agent.

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 4th day
of MARCH, 2014.

Citicorp USA, Inc.,
as Administrative Agent

By: 

Name: Matthew Burke

Its: Vice President

ACCEPTED AND AGREED:

Avaya Inc.

By: 

Name: MATTHEW BOOHER

Its: VICE PRESIDENT AND TREASURER

Exhibit A

Country	Grant No	Serial #	Application Date	Grant Date
U.S.A.	5,774,540	08/559517	11/15/95	6/30/98