

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8165522

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	AVAYA LLC (F/K/A AVAYA INC.)	09/12/2023
	AVAYA MANAGEMENT L.P.	09/12/2023
RECEIVING PARTY DATA		
Name:	CITIBANK, N.A., AS COLLATERAL AGENT	
Street Address:	390 GREENWICH STREET	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10013	
PROPERTY NUMBERS Total: 29		
	Property Type	Number
	Patent Number:	11715112
	Patent Number:	11727126
	Patent Number:	11722601
	Patent Number:	11716360
	Patent Number:	11734499
	Patent Number:	11720835
	Patent Number:	11695873
	Patent Number:	11734697
	Patent Number:	11743380
	Patent Number:	11743427
	Patent Number:	11743306
	Patent Number:	11706343
	Application Number:	17012897
	Application Number:	17038172
	Application Number:	17075542
	Application Number:	17115498
	Application Number:	17176425
	Application Number:	17229403
	Application Number:	17337501

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Property Type	Number
Application Number:	17374701
Application Number:	17444244
Application Number:	17504990
Application Number:	17543146
Application Number:	17559151
Application Number:	17573148
Application Number:	17581621
Application Number:	17648591
Application Number:	17678923
Application Number:	17678548

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: RODNEY BOULWARE

Address Line 1: 1025 CONNECTICUT AVE NW, SUITE 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER: 2118731

NAME OF SUBMITTER: DAHLIA GOTTLIEB

SIGNATURE: /Dahlia Gottlieb/

DATE SIGNED: 09/13/2023

Total Attachments: 8

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- source=2023.09.12 ABL_IP Sec Agt - with cover#page6.tif
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- source=2023.09.12 ABL_IP Sec Agt - with cover#page8.tif
- source=2023.09.12 ABL_IP Sec Agt - with cover#page9.tif
- source=2023.09.12 ABL_IP Sec Agt - with cover#page10.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 12, 2023 (this “**Agreement**”), by each of the Grantors listed on the signature pages thereto (each such subsidiary individually, a “**Grantor**” and, collectively, the “**Grantors**”) in favor of Citibank, N.A., as Collateral Agent under the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Collateral Agent**”) for the benefit of the Secured Parties.

1. Reference is made to (i) the Amended and Restated ABL Credit Agreement, dated as of May 1, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “**Credit Agreement**”), among Avaya Inc., a Delaware corporation (the “**Company**”), Avaya Holdings Corp., a Delaware corporation (“**Holdings**”), the lending institutions from time to time parties thereto, the lending institutions named therein as L/C Issuers and Swing Line Lenders and the Collateral Agent and (ii) the Amended and Restated ABL Security Agreement, dated as of May 1, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “**Security Agreement**”), among the Company, Holdings, each of the Grantors listed on the signature pages thereto and the Collateral Agent. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in Credit Agreement or the Security Agreement, as applicable.

2. The Grantors have identified on Schedule I, II and III hereto the Copyrights, Patents and Trademarks registered or applied for with the United States Patent and Trademark Office or the United States Copyright Office acquired by such Grantors as of the date hereof. The undersigned Grantors are executing this Agreement in order to facilitate filings to be made by the Collateral Agent with the United States Copyright Office and the United States Patent and Trademark Office.

Accordingly, the Collateral Agent and the Grantors agree as follows:

SECTION 1. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all right, title and interest in or to the Intellectual Property set forth in Schedules I, II and III hereto (such Intellectual Property, collectively, the “**Collateral**”). Each Grantor hereby represents and warrants that the information set forth on Schedules I, II and III hereto is true and correct in all material respects as of the date hereof.

SECTION 2. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (e.g., a “pdf” or “tif” file)), and all of said counterparts taken together shall be deemed to be originals and constitute one and the same instrument. This Agreement shall become effective as to each Grantor when the Collateral Agent shall have received counterparts of this Agreement that, when taken together, bear the signatures of such Grantor and the Collateral Agent.

SECTION 3. Upon the termination of the Security Agreement, the Collateral Agent shall, at the expense of the Grantors, execute, acknowledge, and deliver to the Grantors an instrument in

writing in recordable form releasing the lien on and security interest in the Intellectual Property under this Agreement.

SECTION 4. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7. All notices, requests and demands pursuant hereto shall be made in accordance with Section 8.2 of the Security Agreement.

SECTION 8. This Agreement is made to secure the satisfactory performance and payment of the Obligations. This Agreement and the security interest granted hereby shall terminate in accordance with Section 7.5 of the Security Agreement.

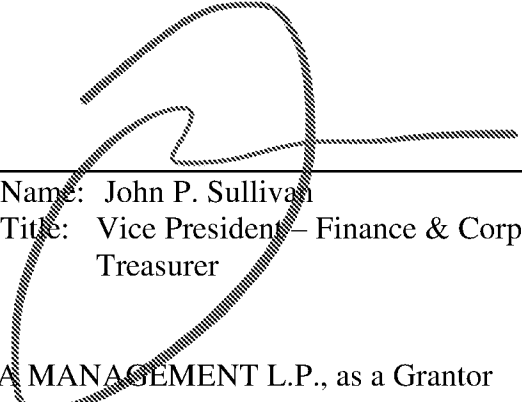
SECTION 9. Each Grantor agrees to pay any and all reasonable and documented out-of-pocket expenses (including all reasonable and documented fees and disbursements of counsel) that may be paid or incurred by the Collateral Agent, in each case in accordance with, and subject to the limitations on reimbursement of costs and expenses set forth in, Section 13.5 of the Credit Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have duly executed this Agreement as of the day and year first above written.

AVAYA LLC (formerly known as Avaya Inc.), as a Grantor

By:



Name: John P. Sullivan
Title: Vice President – Finance & Corporate
Treasurer

AVAYA MANAGEMENT L.P., as a Grantor

By: Avaya LLC


Its: General Partner

By:



Name: John P. Sullivan
Title: Vice President – Finance & Corporate
Treasurer

CITIBANK, N.A., as Collateral Agent

By: 
Name: Allister Chan
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

PATENT
REEL: 064896 FRAME: 0670

Copyrights

UNITED STATES COPYRIGHTS:

N/A

Patents

UNITED STATES PATENTS:

Registrations:

#	Relevance	Title	Country Name	Application Number Filing Date	Patent Number Issue Date	Status	Assignee
1.	Grantor	Automatic Message Generation And Presentation To A Communication Node Engaged In A Communication	USA	16/546514 8/21/2019	11715112 08/01/2023	Granted	Avaya Inc.
2.	Grantor	Method And Service To Encrypt Data Stored On Volumes Used By Containers	USA	16/843689 4/8/2020	11727126 08/15/2023	Granted	AVAYA MANAGEMENT L.P.
3.	Grantor	Content Coded Zip Tones For Agents And Conference Call Participants, And User-Adjustable Tone Attribute	USA	17/094264 11/10/2020	11722601 08/08/2023	Granted	AVAYA MANAGEMENT L.P.
4.	Grantor	Initiation Of Real-Time Media Processing In Response To A Trigger Event	USA	17/148225 1/13/2021	11716360 08/01/2023	Granted	AVAYA MANAGEMENT L.P.
5.	Grantor	Smart Content Indicator Based On Relevance To User	USA	17/175237 2/12/2021	11734499 08/22/2023	Granted	AVAYA MANAGEMENT L.P.
6.	Grantor	Context Based Channel Switchover	USA	17/185599 2/25/2021	11720835 08/08/2023	Granted	AVAYA MANAGEMENT L.P.
7.	Grantor	System And Method For Providing Intelligent Redirection And Intelligent Notification Of Feature Activation	USA	17/189573 3/2/2021	11695873 07/04/2023	Granted	AVAYA MANAGEMENT L.P.
8.	Grantor	Device Handoff	USA	17/199702 3/12/2021	11734697 08/22/2023	Granted	AVAYA MANAGEMENT L.P.
9.	Grantor	System And Method For Context Aware Audio Enhancement	USA	17/201238 3/15/2021	11743380 08/29/2023	Granted	AVAYA MANAGEMENT L.P.
10.	Grantor	Methods And Systems For Enabling User Mobility In An Enterprise Served By Multiple Distributed Communication Controllers	USA	17/206377 3/19/2021	11743427 08/29/2023	Granted	AVAYA MANAGEMENT L.P.
11.	Grantor	Intelligent Screen And Resource Sharing During A Meeting	USA	17/223896 4/6/2021	11743306 08/29/2023	Granted	AVAYA MANAGEMENT L.P.
12.	Grantor	Unified Communications Incorporation in a Contact Center	USA	17/515852 11/1/2021	11706343 07/18/2023	Granted	AVAYA MANAGEMENT L.P.

Applications:

#	Relevance	Title	Country Name	Application Number Filing Date	Patent Number Issue Date	Status	Assignee
1.	Grantor	Work From Home Agent Security Compliance	USA	17/012897 9/4/2020	n/a	Allowed	AVAYA MANAGEMENT L.P.
2.	Grantor	Highly Scalable Contact Center With Automated Transition From Voice Interaction	USA	17/038172 9/30/2020	n/a	Allowed	AVAYA MANAGEMENT L.P.
3.	Grantor	System And Method To Safeguarding Sensitive Information In Cobrowsing Session	USA	17/075542 10/20/2020	n/a	Allowed	AVAYA MANAGEMENT L.P.
4.	Grantor	Method And System For Improving A Visual Presentation Of A User During A Video Conference	USA	17/115498 12/8/2020	n/a	Allowed	AVAYA MANAGEMENT L.P.
5.	Grantor	Intelligent Park And Page Functions In A Communication System	USA	17/176425 2/16/2021	n/a	Allowed	AVAYA MANAGEMENT L.P.
6.	Grantor	Automated Video Stream Annotation	USA	17/229403 4/13/2021	n/a	Allowed	AVAYA MANAGEMENT L.P.
7.	Grantor	Active-Standby Pods In A Container Orchestration Environment	USA	17/337501 6/3/2021	n/a	Allowed	AVAYA MANAGEMENT L.P.
8.	Grantor	Network-Connected Access Point With Environmental Sensor, And Related Components, Systems, And Methods	USA	17/374701 7/13/2021	n/a	Allowed	Avaya Inc.
9.	Grantor	Systems And Methods For Allocating Agent Resources In A Contact Center	USA	17/444244 8/2/2021	n/a	Published	Avaya Inc.
10.	Grantor	Communications Handset Cradle Attachment	USA	17/504990 10/19/2021	n/a	Allowed	AVAYA MANAGEMENT L.P.
11.	Grantor	Using a Calculated Urgency Score to Influence Bot Behavior and Perform Contact Center Optimization	USA	17/543146 12/16/2021	n/a	Allowed	AVAYA MANAGEMENT L.P.
12.	Grantor	Remote Control of Telecommunication Endpoints Using a Real-Time Text Protocol to Transmit the Commands	USA	17/559151 12/22/2021	n/a	Allowed	AVAYA MANAGEMENT L.P.
13.	Grantor	Automated Generation of User Gesture in the Communication Messaging	USA	17/573148 1/11/2022	n/a	Published	AVAYA MANAGEMENT L.P.
14.	Grantor	Systems and Methods for Scheduling Feature Activation and Deactivation for Communication Devices in a Multi-Device Access Environment	USA	17/581621 1/21/2022	n/a	Published	AVAYA MANAGEMENT L.P.
15.	Grantor	Conversation/Adaptive Status Indicator	USA	17/648591 1/22/2022	n/a	Published	AVAYA MANAGEMENT L.P.
16.	Grantor	Recognizing a User of a Device and Configuring the Device in Response	USA	17/678923 2/23/2022	n/a	Published	AVAYA MANAGEMENT L.P.
17.	Grantor	Controlled Access to Portion of a Communication Session Recording	USA	17/678548 2/23/2022	n/a	Published	AVAYA MANAGEMENT L.P.

Trademarks

UNITED STATES TRADEMARKS:

N/A