

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT8198855

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
AVAYA LLC (F/K/A AVAYA INC.)	09/28/2023
AVAYA MANAGEMENT L.P.	09/28/2023
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CITIBANK, N.A., AS COLLATERAL AGENT
<b>Street Address:</b>	390 GREENWICH STREET
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10013
<b>PROPERTY NUMBERS Total: 6</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	17017941
Application Number:	17695432
Application Number:	17689714
Application Number:	17689772
Application Number:	17721606
Patent Number:	11756090
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<i>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.</i>	
<b>Phone:</b>	2023704750
<b>Email:</b>	ipteam@cogencyglobal.com
<b>Correspondent Name:</b>	JOANNA MCCALL
<b>Address Line 1:</b>	1025 CONNECTICUT AVE NW, SUITE 712
<b>Address Line 2:</b>	COGENCY GLOBAL INC.
<b>Address Line 4:</b>	WASHINGTON, D.C. 20036
<b>ATTORNEY DOCKET NUMBER:</b>	2133013
<b>NAME OF SUBMITTER:</b>	DAHLIA GOTTLIEB
<b>SIGNATURE:</b>	/Dahlia Gottlieb/
<b>DATE SIGNED:</b>	10/02/2023

**Total Attachments: 7**

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**PATENT**

**REEL: 065093 FRAME: 0585**

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 28, 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

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	Multilingual Transcription At Customer Endpoint For Optimizing Interaction Results In A Contact Center	USA	17/017941 9/11/2020		Allowed	AVAYA MANAGEMENT L.P.
2.	Grantor	Mobile Phone Open-Ended Reconnect Feature	USA	17/695432 3/15/2022		Published	AVAYA MANAGEMENT L.P.
3.	Grantor	Real Time Switching From Unsecured to Secured Signaling Channel	USA	17/689714 3/8/2017		Published	AVAYA MANAGEMENT L.P.
4.	Grantor	Method to Publicize Meetings Schedule Overruns to Consecutive Meeting Attendees	USA	17/689772 3/8/2022		Published	AVAYA MANAGEMENT L.P.
5.	Grantor	Call and Media preserving Failovers in a Cloud Environment.	USA	17/721606 4/15/2022		Allowed	AVAYA MANAGEMENT L.P.
6.	Grantor	Automated Coordinated Co-Browsing With Text Chat Services	USA	14/670830 3/27/2015	11756090 09/12/2023	Granted	Avaya Inc.

## Applications:

N/A



Trademarks

UNITED STATES TRADEMARKS:

N/A