PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI261844

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT – SUPPLEMENT NO. 4

CONVEYING PARTY DATA

Name	Execution Date
AVAYA LLC	05/28/2024
AVAYA MANAGEMENT L.P.	05/28/2024

RECEIVING PARTY DATA

Company Name:	WILMINGTON SAVINGS FUND SOCIETY, FSB, AS COLLATERAL AGENT
Street Address:	500 DELAWARE AVENUE
Internal Address:	11TH FLOOR
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19801

PROPERTY NUMBERS Total: 15

Property Type	Number
Patent Number:	11695873
Patent Number:	11700329
Patent Number:	11700334
Patent Number:	11706343
Patent Number:	11715112
Patent Number:	11722601
Patent Number:	11720835
Patent Number:	11727126
Patent Number:	11734499
Patent Number:	11734697
Patent Number:	11743380
Patent Number:	11743427
Patent Number:	11743306
Patent Number:	11750528
Patent Number:	11756090

CORRESPONDENCE DATA

Fax Number:

PATENT

REEL: 067559 FRAME: 0305

508571721

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: (617)854-2079

Email: jonathan.bradford@ropesgray.com

Correspondent Name: Jonathan Bradford Address Line 1: Prudential Tower

Address Line 2: 800 BOYLSTON STREET

Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	112174-0013	
NAME OF SUBMITTER:	Jonathan Bradford	
SIGNATURE:	Jonathan Bradford	
DATE SIGNED:	05/29/2024	

Total Attachments: 9

source=Avaya - IP Security Agreement Supplement No. 4 [Executed]#page1.tif source=Avaya - IP Security Agreement Supplement No. 4 [Executed]#page2.tif source=Avaya - IP Security Agreement Supplement No. 4 [Executed]#page3.tif source=Avaya - IP Security Agreement Supplement No. 4 [Executed]#page4.tif source=Avaya - IP Security Agreement Supplement No. 4 [Executed]#page5.tif source=Avaya - IP Security Agreement Supplement No. 4 [Executed]#page6.tif source=Avaya - IP Security Agreement Supplement No. 4 [Executed]#page7.tif source=Avaya - IP Security Agreement Supplement No. 4 [Executed]#page8.tif source=Avaya - IP Security Agreement Supplement No. 4 [Executed]#page8.tif

PATENT REEL: 067559 FRAME: 0306

INTELLECTUAL PROPERTY SECURITY AGREEMENT - SUPPLEMENT NO. 4

INTELLECTUAL PROPERTY SECURITY AGREEMENT – SUPPLEMENT NO. 4, dated as of May 28, 2024 (this "Agreement"), by each of the Grantors listed on the signature pages hereto (each such subsidiary individually, a "Grantor" and, collectively, the "Grantors") in favor of Wilmington Savings Fund Society, FSB, as Collateral Agent under the Credit Agreement (as defined below) (in such capacity, the "Collateral Agent") for the benefit of the Secured Parties.

- 1. Reference is made to (i) the Term Loan 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 LLC, a Delaware limited liability company (f/k/a Avaya Inc.) (the "Company"), Avaya Holdings Corp., a Delaware corporation ("Holdings"), each of the lending institutions from time to time party thereto and Wilmington Savings Fund Society, FSB, as Administrative Agent and Collateral Agent, (ii) the Term Loan 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 other grantors party thereto from time to time and the Collateral Agent, and (iii) the Intellectual Property Security Agreement, dated as of May 1, 2023 (as supplemented by Supplement No. 1, dated as of June 29, 2023, Supplement No. 2, dated as of September 12, 2023, and Supplement No. 3, dated as of September 28, 2023, and as the same may be further amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the "Existing **IP Security Agreement**"), among the Grantors and each of the other grantors party thereto and the Collateral Agent. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement or the Security Agreement, as applicable.
- 2. The Grantors have identified on Schedules 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 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.

PATENT REEL: 067559 FRAME: 0307 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 Credit Agreement and the Security Agreement, the Collateral Agent shall, at the expense and reasonable request 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, without recourse to or representation or warranty by the Collateral Agent of any kind.

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 Collateral Agent pursuant to the Security Agreement and the Existing IP Security Agreement. For the avoidance of doubt, this Agreement supplements, and does not supersede, the Existing IP Security Agreement, which remains in full force and effect in all respects. 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 13.2 of the Credit 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 reimburse the Collateral Agent for its respective reasonable and documented out-of-pocket costs and expenses in connection with this Agreement, including the reasonable and documented fees, other charges and disbursements of one firm of

counsel, and, if necessary, one firm of regulatory counsel and/or one firm of local counsel in each appropriate jurisdiction, in each case to the Administrative Agent and the Collateral Agent (and, in the case of an actual or perceived conflict of interest where the Person affected by such conflict, retains its own counsel of another firm of counsel for such affected Person).

[Signature Pages Follow]

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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, as a Grantor

By:

Name: Jacob Wallin

Title: Treasurer

AVAYA MANAGEMENT L.P., as a Grantor

By: Avaya LLC Its: General Partner

By:

Name: Jacob Wallin
Title: Treasurer

WILMINGTON SAVINGS FUND SOCIETY, FSB, as Collateral Agent

By: Kaye Goldshorough

Name: Raye Goldsborough

Title: Vice President

[Signature Page to Intellectual Property Security Agreement – Supplement No. 4]

Copyrights

UNITED STATES COPYRIGHTS:

N/A

PATENT REEL: 067559 FRAME: 0313

Patents

UNITED STATES PATENTS:

Registrations:

Avaya Management LP	Granted	8/29/23	11743380	17/201238 3/15/21	USA	System and Method for Context Aware Audio Enhancement
Avaya Management LP	Granted	8/22/23	11734697	17/199702 3/12/21	USA	Device Handoff
Avaya Management LP	Granted	8/22/23	11734499	17/175237 2/12/21	USA	Smart Content Indicator Based on Relevance to User
Avaya LLC (fka Avaya Inc.)	Granted	8/15/23	11727126	16/843689 4/8/20	NSU	Method and Service to Encrypt Data Stored on Volumes Used by Containers
Avaya Management LP	Granted	8/8/23	11720835	17/185599 2/25/21	USA	Context Based Channel Switchover
Avaya Management LP	Granted	8/8/23	11722601	17/094264 11/10/20	USA	Content Coded Zip Tones for Agents and Conference Call Participants, and User-Adjustable Tone Attribute
Avaya LLC (fka Avaya Inc.)	Granted	8/1/23	11715112	16/546514 8/21/19	USA	Automatic Message Generation and Presentation to a Communication Node Engaged in a Communication
Avaya Management LP	Granted	7/18/23	11706343	17/515852 11/1/21	USA	Unified Communications Incorporation in a Contact Center
Avaya Management LP	Granted	7/11/23	11700334	17/122341 12/15/20	USA	Method and System for Making Context Based Announcements During a Communication Session
Avaya LLC (fka Avaya Inc.)	Granted	7/11/23	11700329	16/370462 3/29/19	USA	Agent-to-Agent Consultation as Formally Managed Channel for Assistance
Avaya Management LP	Granted	7/4/23	11695873	17/189573 3/2/21	USA	System and Method for Providing Intelligent Redirection and Intelligent Notification of Feature Activation
Grantor	Status	Issue Date	Patent No./ Publication No.	Application No. and Filing Date	Country Name	Title

Schedule II to Intellectual Property Security Agreement - Supplement No. 4

144070118_5

Title	Country Name	Application No. and Filing Date	Patent No./ Publication No.	Issue Date	Status	Grantor
Methods and Systems for Enabling User Mobility in an Enterprise Serviced by Multiple Distributed	USA	17/206377 3/19/21	11743427	8/29/23	Granted	Avaya Management LP
Communication Controllers						G
Intelligent Screen and Resource Sharing During a	USA	17/223896	11743306	8/29/23	Granted	Avaya
Meeting		4/6/21				Management LP
Communication Session Addition via a Host in Deny	USA	15/613841	11750528	9/5/23	Granted	Avaya LLC
New Service Mode		6/5/17				(fka Avaya Inc.)
Automated Coordinated Co-Browsing with Text	USA	14/670830	11756090	9/12/23	Granted	Avaya LLC
Chat Services		3/27/15				(fka Avaya Inc.)

Applications:

N/A

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Schedule II to Intellectual Property Security Agreement - Supplement No. 4

PATENT REEL: 067559 FRAME: 0314

Schedule III

Trademarks

UNITED STATES TRADEMARKS:

N/A

Schedule III to Intellectual Property Security Agreement – Supplement No. 4

144070118_5

PATENT REEL: 067559 FRAME: 0315

RECORDED: 05/29/2024