

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI272513

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT – SUPPLEMENT NO. 5
CONVEYING PARTY DATA	
Name	Execution Date
AVAYA LLC	05/30/2024
AVAYA MANAGEMENT L.P.	05/30/2024
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: 25	
Property Type	Number
Patent Number:	11778034
Patent Number:	11778001
Patent Number:	11785140
Patent Number:	11792353
Patent Number:	11798048
Patent Number:	11816688
Patent Number:	11822442
Patent Number:	11832149
Patent Number:	11843717
Patent Number:	11841972
Patent Number:	11842539
Patent Number:	11854551
Patent Number:	11856141
Patent Number:	11936808
Patent Number:	11909706
Patent Number:	11862169
Patent Number:	11863872
Patent Number:	11870835

PATENT

Property Type	Number
Patent Number:	11909818
Patent Number:	11863696
Patent Number:	11888928
Patent Number:	11868534
Application Number:	18401318
Application Number:	18398697
Patent Number:	11868493

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: (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:	06/03/2024

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT – SUPPLEMENT NO. 5

INTELLECTUAL PROPERTY SECURITY AGREEMENT – SUPPLEMENT NO. 5, dated as of May 30, 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, Supplement No. 3, dated as of September 28, 2023, and Supplement No. 4, dated as of May 28, 2024, 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.

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.

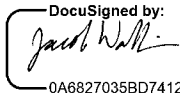
SECTION 9. Each Grantor agrees to reimburse the Collateral Agent for its respective reasonable and documented out-of-pocket costs and expenses in connection with this Agreement, including the reasonable and documented fees, other charges and disbursements of one firm of

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]

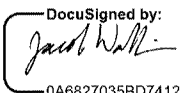
IN WITNESS WHEREOF, each Grantor and the Collateral Agent have duly executed this Agreement as of the day and year first above written.

AVAYA LLC, as a Grantor


By: 
0A6827035BD7412...
Name: Jacob Wallin
Title: Treasurer

AVAYA MANAGEMENT L.P., as a Grantor

By: Avaya LLC
Its: General Partner

By: 
0A6827035BD7412...
Name: Jacob Wallin
Title: Treasurer

WILMINGTON SAVINGS FUND SOCIETY,
FSB, as Collateral Agent

By: 
Name: Raye Goldsborough
Title: Vice President

Copyrights

UNITED STATES COPYRIGHTS:

N/A

Schedule II

Patents

UNITED STATES PATENTS:

#	Title	Application No.	File Date	Patent No./ Publication No.	Issue Date	Status	Grantor
1.	Embedded Collaboration with an Application Executing on a User System	14/996851	1/15/16	11778034	10/3/23	Granted	Avaya LLC (f/k/a Avaya Inc.)
2.	Conferencing Application with Instant Messaging Persona	16/915514	6/29/20	11778001	10/3/23	Granted	Avaya LLC (f/k/a Avaya Inc.)
3.	Gesture-Based Call Center Agent State Change Control	17/029775	9/23/20	11785140	10/10/23	Granted	Avaya Management L.P.
4.	Systems and Methods for Displaying Users Participating in a Communication Session	17/113945	12/7/20	11792353	10/17/23	Granted	Avaya Management LP
5.	Service Partner Selection Using a Conference System	16/916521	6/30/20	11798048	10/24/23	Granted	Avaya LLC (f/k/a Avaya Inc.)
6.	Personalized customer surveys	14/245855	4/4/14	11816688	11/14/23	Granted	Avaya LLC (f/k/a Avaya Inc.)
7.	Active-Standby Pods in a Container Orchestration Environment	17/337501	6/3/21	11822442	11/21/23	Granted	Avaya Management LP
8.	Intelligent Park and Page Functions in a Communication System	17/176425	2/16/21	11832149	11/28/23	Granted	Avaya Management LP
9.	Enhanced Digital Messaging	17/038172	9/30/20	11843717	12/12/23	Granted	Avaya Management L.P.
10.	System and Method to Safeguarding Sensitive Information in CoBrowsing Session	17/075542	10/20/20	11841972	12/12/23	Granted	Avaya Management LP
11.	Automated Video Stream Annotation	17/229403	4/13/21	11842539	12/12/23	Granted	Avaya Management LP
12.	Hybrid Architecture for Transcription of Real-Time Audio Based on Event Data between On-Premises System and Cloud-Based advanced Audio Processing System	16/362035	3/22/19	11854551	12/26/23	Granted	Avaya LLC (f/k/a Avaya Inc.)
13.	Using a Calculated Urgency Score to Influence Bot Behavior and Perform Contact Center Optimization	17/543146	12/16/21	11856141	12/26/23	Granted	Avaya Management LP
14.	Teleconference adjunct utilizing emojis to indicate each participant's visually discernible sentiments	18/398697	12/28/23	—		Pending	Avaya Management LP
15.	Specialized Microbots in Contact Centers	18/401318	12/29/23	—		Pending	Avaya Management LP
16.	Message Routing in a Contact Center	17/328559	24-May-2021	11936808	19-Mar-2024	Granted	Avaya Management LP
17.	Real-Time Transcription and Feed of Voice Messages Based on User Presence and Preference	17/454123	09-Nov-2021	11909706	20-Feb-2024	Granted	Avaya LLC (f/k/a Avaya Inc.)
18.	Work From Home Agent Security Compliance	17/012897	04-Sep-2020	11868493	09-Jan-2024	Granted	Avaya Management LP
19.	Multilingual Transcription at Customer Endpoint for Optimizing Interaction Results in a Contact Center	17/017941	11-Sep-2020	11862169	02-Jan-2024	Granted	Avaya Management LP

[Schedule II to Intellectual Property Security Agreement – Supplement No. 5]

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PATENT
REEL: 067606 FRAME: 0446

#	Title	Application No.	File Date	Patent No./ Publication No.	Issue Date	Status	Grantor
20.	Method and System For Improving a Visual Presentation of a User During a Video Conference	17/115498	08-Dec-2020	11863872	02-Jan-2024	Granted	Avaya Management LP
21.	Word-Based Representation of Communication Session Quality	17/182512	23-Feb-2021	11870835	09-Jan-2024	Granted	Avaya Management LP
22.	Reaching a Quorum with a Number of Master Nodes	17/531333	19-Nov-2021	11909818	20-Feb-2024	Granted	Avaya Management LP
23.	Communications Handset Cradle Attachment	17/504990	19-Oct-2021	11863696	02-Jan-2024	Granted	Avaya Management LP
24.	Call and Media preserving Failovers in a Cloud Environment.	17/721606	15-Apr-2022	11888928	30-Jan-2024	Granted	Avaya Management LP
25.	Enhanced security for visually impaired users of touchscreen devices	17/871035	22-Jul-2022	11868534	09-Jan-2024	Granted	Avaya Management LP

[Schedule II to Intellectual Property Security Agreement – Supplement No. 5]

Trademarks

UNITED STATES TRADEMARKS:

N/A