

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bank of New York		01/01/2004	TRUSTEE: NEW YORK

RECEIVING PARTY DATA

Name:	Avaya Inc.
Street Address:	211 Mount Airy Road
City:	Basking Ridge
State/Country:	NEW JERSEY
Postal Code:	07920
Entity Type:	CORPORATION: NEW JERSEY

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1447287	COSMIC
Registration Number:	1684815	CSL LIGHTSPLICE
Registration Number:	1849070	EXCHANGEMAX
Registration Number:	2185062	GIGASPEED
Registration Number:	2586648	IPATCH
Registration Number:	2377944	LAZRSPEED
Registration Number:	2051177	PATCHMAX
Registration Number:	2132393	REEL TOTE
Registration Number:	1605354	SYSTIMAX
Registration Number:	1644744	SYSTIMAX
Registration Number:	2507683	VISIPATCH
Registration Number:	1418255	WE TOTE

CORRESPONDENCE DATA

OP \$315.00 1447287

Fax Number: (828)431-2520
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-982-1708
Email: lthomas@commscope.com
Correspondent Name: Laura Thomas
Address Line 1: 1100 CommScope Place, SE
Address Line 4: Hickory, NORTH CAROLINA 28602

NAME OF SUBMITTER:	Laura Thomas
Signature:	/Laura Thomas/
Date:	11/05/2007

Total Attachments: 3
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RELEASE OF SECURITY INTEREST

This RELEASE OF SECURITY INTEREST (this "Release"), dated as of January 1, 2004, is made by The Bank of New York (the "Collateral Trustee"), as Collateral Trustee for the Secured Holders, in favor of Avaya Inc. ("Avaya"), Avaya Technology Corp. ("Avaya Technology"), and Avaya Integrated Cabinet Solutions Inc. ("Avaya Cabinet") (collectively, the "Releasees").

WHEREAS, Avaya, a Delaware corporation, entered into a Collateral Trust Agreement, dated as of March 25, 2002 (as amended, amended and restated, supplemented or otherwise modified time to time, the "Collateral Trust Agreement"), with certain other Grantor parties thereto, and the Collateral Trustee. All capitalized terms used herein, but not otherwise defined herein, shall have their respective meanings defined in the Collateral Trust Agreement.

WHEREAS, the Grantors and certain other Persons executed and delivered to the Collateral Trustee that certain Security Agreement, dated March 25, 2002 ("Security Agreement"), pursuant to which the Grantors and such other Persons granted a security interest in, among other things, certain U.S. patents and patent applications and U.S. trademark registrations and applications for registration owned by the Grantors in favor of the Collateral Trustee for the Shared Benefit of the Secured Holders. Such U.S. patents and patent applications are identified in Schedule A attached hereto (the "Released Patents"), and such U.S. trademark registrations and applications for registration are identified in Schedule B attached hereto (the "Released Trademarks").

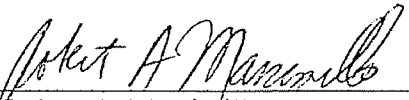
WHEREAS, reference is hereby made to that certain Amended and Restated Five Year Revolving Credit Agreement, dated as of April 30, 2003 by and between Avaya, Citibank, N.A. (the "Agent"), the Collateral Trustee and the Banks (as defined therein) party thereto, pursuant to which the Agent and the Collateral Trustee have agreed, among other things, to release the security interest granted by Releasees to the Collateral Trustee in the Released Patents and the Released Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The Collateral Trustee hereby releases to the Releasees, without covenant or warranty, express or implied, of any kind and without recourse to it, all of the Collateral Trustee's security interest in all of the Releasees' respective right, title and interest in and to the Released Patents and the Released Trademarks.
2. This Release is limited only to the security interest in the Released Patents and the Released Trademarks granted by the Releasees pursuant to the Security Agreement. This Release does not release the Collateral Trustee's security interest in and to any other Collateral pursuant to the Loan Documents, nor does it release the Grantor's obligations therein.

IN WITNESS WHEREOF, the Collateral Trustee has caused this Release to be executed by its duly authorized representative on the dated first referenced above.

THE BANK OF NEW YORK
as Collateral Trustee

By: 
Name: Robert A. Massimillo
Title: Vice President

SCHEDULE B

U.S. Trademarks

AVAYA INC.:

Trademark	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date
COSMIC	Registered	73630477	17-Nov-1986	1447287	14-Jul-1987
CSL LIGHTSPLICE	Registered	74049803	13-Apr-1990	1684815	28-Apr-1992
EXCHANGEMAX	Registered	74316887	23-Sep-1992	1849070	09-Aug-1994
FLEXGEL	Don'tRenew	74229510	12-Sep-1991	1794155	21-Sep-1993
FLEXGEL	Don'tRenew	73306875	13-Apr-1981	1252583	04-Oct-1983
GIGASPEED	Registered	75256346	12-Mar-1997	2185062	25-Aug-1998
HOMESTAR	Pending	78224304	11-Mar-2003		
HOMESTAR	Published	78223117	07-Mar-2003		
INSTAPATCH	Pending	78304663	24-Sep-2003		
iPatch	Registered	78020592	10-Aug-2000	2586648	25-Jun-2002
LAZRSPEED	Registered	75408017	18-Dec-1997	2377944	15-Aug-2000
NETSET	Registered	78088755	17-Oct-2001	2762848	09-Sep-2003
OptiSPEED	Registered	75369497	07-Oct-1997	2663495	17-Dec-2002
PATCHMAX	Registered	74562815	18-Aug-1994	2051177	08-Apr-1997
QWIKCRIMP	Registered	75930122	11-Feb-2000	2605413	06-Aug-2002
REEL TOTE	Registered	75226829	16-Jan-1997	2132393	27-Jan-1998
RESERVEMAX	Published	78261119	11-Jun-2003		
SYSTIMAX	Registered	74001018	16-Nov-1989	1644744	14-May-1991
SYSTIMAX	Registered	73819444	15-Aug-1989	1605354	10-Jul-1990
TERASPEED	Pending	78201890	10-Jan-2003		
VISIPATCH	Registered	75721302	04-Jun-1999	2507683	13-Nov-2001
WE TOTE	Registered	73597130	05-May-1986	1418255	25-Nov-1986

AVAYA INTEGRATED CABINET SOLUTION INC.:

Trademark	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date
POWERHOUSE	Registered	75723462	07-Jun-1999	2502643	30-Oct-2001