

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Avaya, Inc.		10/26/2007	CORPORATION: DELAWARE
VPNet Technologies, Inc.		10/26/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Citibank, N.A., as Administrative 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>Entity Type:</b>	National Association:

**PROPERTY NUMBERS Total: 57**

Property Type	Number	Word Mark
Registration Number:	2955696	ACA
Registration Number:	2944730	ACE
Registration Number:	2929557	ACS
Registration Number:	2074241	ARIA
Registration Number:	1689940	AUDIX
Registration Number:	3012163	AUTHENTIC AVAYA
Registration Number:	2696985	AVAYA
Registration Number:	2697002	AVAYA
Registration Number:	2697000	AVAYA COMMUNICATION
Registration Number:	2697001	AVAYA COMMUNICATION
Registration Number:	2731977	AVAYA DIRECT
Registration Number:	2748864	AVAYA SOFTCONSOLE
Registration Number:	2675153	AVAYA VISABILITY

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Registration Number:	2527753	CAJUN
Registration Number:	1583412	CALLMASTER
Registration Number:	1820466	CALLVISOR
Registration Number:	2309642	CAMPAIGN ANALYST
Registration Number:	1762626	CAMPAIGN DIRECTOR
Registration Number:	2599501	CLASSIC AVAYA
Registration Number:	3000547	COMPAS
Registration Number:	1560615	DEFINITY
Registration Number:	1786298	EXPERT CALLING
Registration Number:	3038380	EXPERT VIEW
Registration Number:	2547570	GUIDE BUILDER
Registration Number:	1786300	INTELLIGENT CALL BLENDING
Registration Number:	2858178	INTUITY
Registration Number:	1372962	MAGIC ON HOLD
Registration Number:	2054241	MAGIC ON HOLD
Registration Number:	3035694	MEETING EXCHANGE
Registration Number:	1367349	MERLIN
Registration Number:	2500749	MERLIN MAGIX
Registration Number:	1740991	MERLIN MAIL
Registration Number:	1974364	MLX-16DP
Registration Number:	1816658	MLX-20L
Registration Number:	1815705	MLX-28D
Registration Number:	2976430	MOBILEPATH
Registration Number:	2714668	MULTIVANTAGE
Registration Number:	2576486	OCTAPLANE
Registration Number:	2000664	OCTEL
Registration Number:	1646475	PARTNER
Registration Number:	1911212	PARTNER MAIL VS
Registration Number:	2628503	PREDICTIVE AGENT BLEND
Registration Number:	2034209	PREDICTIVE BLEND
Registration Number:	2274684	SERENADE
Registration Number:	2278637	UNIFIED MESSENGER
Registration Number:	2588670	VISUAL MESSENGER
Registration Number:	2629374	VOICE@WORK
Registration Number:	2276800	VPNMANAGER

Registration Number:	2420181	VPNOS
Registration Number:	2250643	VPNREMOTE
Registration Number:	2819744	VSU
Registration Number:	2632089	WWW.MESSENGER
Serial Number:	78809019	AVAYA ONE-X
Serial Number:	78809051	AVAYA ONE-X
Serial Number:	77155924	MAGIC ON HOLD
Serial Number:	78142638	SINGLE VIEW
Serial Number:	77234926	UCAN

**CORRESPONDENCE DATA**

Fax Number: (202)756-9299

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 8002210770

Email: matthew.mayer@thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 1133 Avenue of the Americas

Address Line 2: Suite 3100

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CSC # 303846
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	11/19/2007

**Total Attachments: 7**

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TRADEMARK SECURITY AGREEMENT  
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT, dated as of October 26, 2007 among SIERRA HOLDINGS CORP. (“**Holdings**”), with offices located at 211 Mt. Airy Road, Basking Ridge, NJ 07920, AVAYA, INC. (the “**Borrower**”), with offices located at 211 Mt. Airy Road, Basking Ridge, NJ 07920, certain Subsidiaries of Borrower from time to time party hereto and CITIBANK, N.A., with offices located at 390 Greenwich Street, New York, NY 10013, as Administrative Agent for the Secured Parties (as defined below).

Reference is made to the Pledge and Security Agreement dated as of October 26, 2007 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Holdings, the Borrower, certain Subsidiaries of the Borrower from time to time party thereto and the Administrative Agent. The Secured Parties’ agreements in respect of extensions of credit to the Borrower are set forth in the Credit Agreement dated as of October 26, 2007 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, Holdings, CITIBANK, N.A., as Administrative Agent, Swing Line Lender, and Revolving L/C Issuer, and each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”). Each of Holdings and the Subsidiaries party hereto is an affiliate of the Borrower and will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Article I of the Credit Agreement also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to and in accordance with the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names, other source or business identifiers, now existing or hereafter adopted or acquired that, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor, including those listed on Schedule I, and (b) all goodwill connected with the use of and symbolized by such marks thereby, provided that the grant of security interest shall not include any trademark, service mark or other application for registration that may be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the validity of such trademark, service mark or other application for registration.

Section 3. Termination. This Agreement is made to secure the satisfactory performance and payment of the Obligations. This Trademark Security Agreement and the security interest granted hereby shall terminate with respect to all of a Grantor's Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Grantor's obligations thereunder. The Administrative Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to any Grantor as such Grantor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such satisfactory performance or payment, the Administrative Agent shall reasonably cooperate with any efforts made by a Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the Security Agreement. The security interests granted to the Administrative 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 Administrative Agent with respect to the Trademark 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. Representations and Warranties. Holdings and the Borrower jointly and severally represent and warrant, as to themselves and the other Grantors, to the Administrative Agent and the Secured Parties, that a true and correct list of all of the existing material Trademark Collateral consisting of U.S. Trademark registrations or applications owned by the Grantor, in whole or in part, is set forth in Schedule I.

Section 6. Miscellaneous. The provisions of Article VI of the Security Agreement are hereby incorporated by reference.

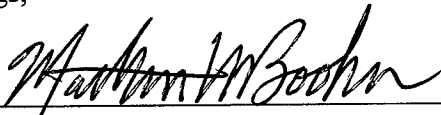
[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

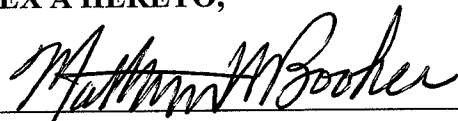
**AVAYA INC., as Borrower,**

By:   
Name: Matthew Booher  
Title: Vice President and Treasurer

**SIERRA HOLDINGS CORP., as Holdings,**

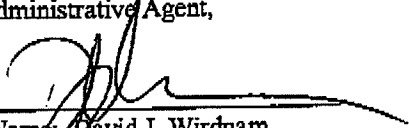
By:   
Name: Matthew Booher  
Title: Vice President and Treasurer

**EACH OF THE LOAN PARTIES LISTED ON ANNEX A HERETO,**

By:   
Name: Matthew Booher  
Title: Vice President and Treasurer

**CITIBANK, N.A.,**  
as Administrative Agent,

By: \_\_\_\_\_

  
Name: David J. Wirdnam  
Title: Managing Director

Trademark Security Agreement

**TRADEMARK**  
**REEL: 003663 FRAME: 0943**

**Annex A**

**List of Borrower Subsidiaries that are Loan Parties**

VPNET Technologies Inc.



Schedule I: Trademarks

OWNER	REGISTRATION NUMBER	TRADEMARK
Avaya Inc.	2,955,696	ACA
Avaya Inc.	2,944,730	ACE
Avaya Inc.	2,929,557	ACS
Avaya Inc.	2,074,241	ARIA
Avaya Inc.	1,689,940	AUDIX
Avaya Inc.	3,012,163	AUTHENTIC AVAYA
Avaya Inc.	2,696,985	AVAYA
Avaya Inc.	2,697,002	AVAYA Stylized
Avaya Inc.	2,697,000	AVAYA COMMUNICATION
Avaya Inc.	2,697,001	AVAYA COMMUNICATION Stylized
Avaya Inc.	2,731,977	AVAYA DIRECT
Avaya Inc.	2,748,864	AVAYA SOFTCONSOLE
Avaya Inc.	2,675,153	AVAYA VISABILITY
Avaya Inc.	2,527,753	CAJUN
Avaya Inc.	1,583,412	CALLMASTER
Avaya Inc.	1,820,466	CALLVISOR
Avaya Inc.	2,309,642	CAMPAIGN ANAYST
Avaya Inc.	1,762,626	CAMPAIGN DIRECTOR
Avaya Inc.	2,599,501	CLASSIC AVAYA
Avaya Inc.	3,000,547	COMPAS
Avaya Inc.	1,560,615	DEFINITY
Avaya Inc.	1,786,298	EXPERT CALLING
Avaya Inc.	3,038,380	EXPERT VIEW
Avaya Inc.	2,547,570	GUIDE BUILDER
Avaya Inc.	1,786,300	INTELLIGENT CALL BLENDING
Avaya Inc.	2,858,178	INTUITY
Avaya Inc.	1,372,962	MAGIC ON HOLD
Avaya Inc.	2,054,241	MAGIC ON HOLD
Avaya Inc.	3,035,694	MEETING EXCHANGE
Avaya Inc.	1,367,349	MERLIN
Avaya Inc.	2,500,749	MERLIN MAGIX

OWNER	REGISTRATION NUMBER	TRADEMARK
Avaya Inc.	1,740,991	MERLIN MAIL
Avaya Inc.	1,974,364	MLX-16DP
Avaya Inc.	1,816,658	MLX-20L
Avaya Inc.	1,815,705	MLX-28D
Avaya Inc.	2,976,430	MOBILEPATH
Avaya Inc.	2,714,668	MULTIVANTAGE
Avaya Inc.	2,576,486	OCTAPLANE
Avaya Inc.	2,000,664	OCTEL
Avaya Inc.	1,646,475	PARTNER
Avaya Inc.	1,911,212	PARTNER MAIL VS
Avaya Inc.	2,628,503	PREDICTIVE AGENT BLEND
Avaya Inc.	2,034,209	PREDICTIVE BLEND
Avaya Inc.	2,274,684	SERENADE
Avaya Inc.	2,278,637	UNIFIED MESSENGER
Avaya Inc.	2,588,670	VISUAL MESSENGER
Avaya Inc.	2,629,374	VOICE@WORK
VPNET Technologies, Inc.	2,276,800	VPNMANAGER
VPNET Technologies, Inc	2,420,181	VPNOS
VPNET Technologies, Inc.	2,250,643	VPNREMOTE
Avaya Inc.	2,819,744	VSU
Avaya Inc.	2,632,089	WWW.MESSENGER

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Avaya Inc.	78/809,019	AVAYA ONE-X
Avaya Inc.	78/809,051	AVAYA ONE-X Stylized
Avaya Inc.	77/155,924	MAGIC ON HOLD
Avaya Inc.	78/142,638	SINGLE VIEW
Avaya Inc.	77/234,926	UCAN