

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------|----------|----------------|-----------------------|
| Avaya, Inc. | | 03/07/2013 | CORPORATION: DELAWARE |
| VPNet Technologies, Inc. | | 03/07/2013 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-----------------|---|
| Name: | The Bank of New York Mellon Trust Company, N.A. |
| Street Address: | 525 William Penn Place, 38th Floor |
| City: | Pittsburgh |
| State/Country: | PENNSYLVANIA |
| Postal Code: | 15259 |
| Entity Type: | National Association: UNITED STATES |

PROPERTY NUMBERS Total: 67

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------------------|
| Registration Number: | 2929557 | ACS |
| Registration Number: | 3180176 | ADOMO |
| Registration Number: | 3230427 | AGENT INFORMATION TEMPLATE |
| Registration Number: | 3265633 | AGENT SCRIPTING INTERFACE |
| Registration Number: | 3648301 | AGILE COMMUNICATION ENVIRONMENT |
| Registration Number: | 3144395 | ANSWERAGENT |
| Registration Number: | 3652708 | ANSWERBASE |
| Registration Number: | 2074241 | ARIA |
| Registration Number: | 1689940 | AUDIX |
| Registration Number: | 3012163 | AUTHENTIC AVAYA |
| Registration Number: | 2696985 | AVAYA |
| Registration Number: | 3507805 | AVAYA |
| Registration Number: | 2697002 | AVAYA |

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|----------------------|---------|---------------------------|
| Registration Number: | 3871137 | AVAYA AURA |
| Registration Number: | 3945373 | AVAYA CONNECT |
| Registration Number: | 3945374 | AVAYA CONNECT |
| Registration Number: | 3918215 | AVAYA FLARE |
| Registration Number: | 3411046 | AVAYA ONE-X |
| Registration Number: | 3411047 | AVAYA ONE-X |
| Registration Number: | 3825471 | BGATE |
| Registration Number: | 3415485 | COLLEGEAGENT |
| Registration Number: | 1583412 | CALLMASTER |
| Registration Number: | 2418092 | CALLPILOT |
| Registration Number: | 1820466 | CALLVISOR |
| Registration Number: | 1762626 | CAMPAIGN DIRECTOR |
| Registration Number: | 3367373 | CONTENT PANES |
| Registration Number: | 2855081 | CONVERSIVE |
| Registration Number: | 3334805 | CONVERSIVE CALLBACK |
| Registration Number: | 1786298 | EXPERT CALLING |
| Registration Number: | 2547570 | GUIDE BUILDER |
| Registration Number: | 3349489 | IDENGINES |
| Registration Number: | 3349580 | IGNITION |
| Registration Number: | 1786300 | INTELLIGENT CALL BLENDING |
| Registration Number: | 3275589 | INTERFACING FORWARD |
| Registration Number: | 2858178 | INTUITY |
| Registration Number: | 3344968 | KONFTEL |
| Registration Number: | 3230426 | LIBRARY AGENT |
| Registration Number: | 1372962 | MAGIC ON HOLD |
| Registration Number: | 2054241 | MAGIC ON HOLD |
| Registration Number: | 3394289 | MAGIC ON HOLD |
| Registration Number: | 3035694 | MEETING EXCHANGE |
| Registration Number: | 1342255 | MERIDIAN |
| Registration Number: | 1367349 | MERLIN |
| Registration Number: | 1740991 | MERLIN MAIL |
| Registration Number: | 1974364 | MLX-16DP |
| Registration Number: | 1816658 | MLX-20L |
| Registration Number: | 1815705 | MLX-28D |
| Registration Number: | 1509113 | NORSTAR |

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| | 2000664 | OCTEL |
| Registration Number: | 2931661 | OMNISOUND |
| Registration Number: | 1911212 | PARTNER MAIL VS |
| Registration Number: | 973939 | PERIPHONICS |
| Registration Number: | 2241578 | PERIVIEW |
| Registration Number: | 2628503 | PREDICTIVE AGENT BLEND |
| Registration Number: | 2034209 | PREDICTIVE BLEND |
| Registration Number: | 2274684 | SERENADE |
| Registration Number: | 3473571 | SINGLE VIEW |
| Registration Number: | 3205754 | SIPERA |
| Registration Number: | 3205755 | SIPERA SYSTEMS |
| Registration Number: | 3360360 | SITEMATE |
| Registration Number: | 3680377 | UCAN |
| Registration Number: | 2425435 | VERBOT |
| Registration Number: | 2250643 | VPNREMOTE |
| Registration Number: | 3599777 | WEB.ALIVE |
| Registration Number: | 2632089 | WWW.MESSENGER |
| Serial Number: | 85360229 | CLOUDBLAZER |
| Serial Number: | 85581312 | AVAYALIVE |

CORRESPONDENCE DATA

Fax Number: 3026365454
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 800-927-9801 x 62348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

| | |
|-------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 563774 |
| NAME OF SUBMITTER: | Jean Paterson |
| Signature: | /jep/ |
| Date: | 03/08/2013 |

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT, dated as of March 7, 2013 among AVAYA, INC. (the “**Company**”), certain Subsidiaries of the Company from time to time party hereto and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Notes Collateral Agent for the Secured Parties (as defined below).

Reference is made to the Pledge and Security Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Company, certain Subsidiaries of the Company from time to time party thereto and the Notes Collateral Agent. The Secured Parties’ agreements in respect of the Notes are set forth in the Indenture dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “**Indenture**”), among the Company, The Bank of New York Mellon Trust Company, N.A., as Notes Collateral Agent and trustee (the “**Trustee**”) for the benefit of the holders of the Notes. Each of the Subsidiaries party hereto (if any) is an affiliate of the Company and will derive substantial benefits from the issuance of the Notes by the Company pursuant to the Indenture and is willing to execute and deliver this Agreement in order to induce the Holders to purchase the Notes. 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.

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 party hereto from time to time, pursuant to and in accordance with the Security Agreement, did and hereby does grant to the Notes Collateral 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, 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; *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 Notes Collateral 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 Notes Collateral 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 Notes Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Notes Collateral Agent pursuant to the Security Agreement. Each Grantor party hereto from time to time acknowledges and affirms that the rights and remedies of the Notes Collateral 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. The Company represents and warrants, as to itself and the other Grantors party hereto from time to time, to the Notes Collateral 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 each such Grantor, in whole or in part, as of the date hereof, is set forth in Schedule I.

Section 6. Miscellaneous.

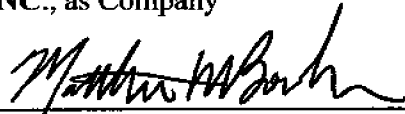
(a) The provisions of Article VI of the Security Agreement are hereby incorporated by reference.

(b) Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Notes Collateral Agent pursuant to the Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the ABL Intercreditor Agreement), including liens and security interests granted to (A) Citibank, N.A., as administrative agent, pursuant to or in connection with the Third Amended and Restated Credit Agreement, dated as of October 26, 2007, amended and restated as of February 11, 2011, amended and restated as of October 29, 2012, amended and restated as of December 21, 2012 and amended as of February 13, 2013, among the Company, as Borrower, Avaya Holdings Corp., as Holdings, the lenders from time to time party thereto, Citibank, N.A., as administrative agent and the other parties thereto, as amended, restated, amended and restated, refinanced, replaced, extended, supplemented or otherwise modified from time to time (including the refinancing of a portion of the loans thereunder with the proceeds of the Company's 7.00% Senior Secured Notes due 2019 issued under that certain Indenture, dated as of February 11, 2011, among the Company, the guarantors party thereto from time to time and The Bank of New York Mellon Trust Company, N.A., as trustee) and (B) Citicorp USA, Inc., as administrative agent, pursuant to or in connection with the Amended and Restated Credit Agreement, dated as of October 26, 2007, amended and restated as of October 29, 2012 and amended as of February 13, 2013, among the Company, as Parent Borrower, Avaya Holdings Corp., as Holdings, the lenders from time to time party thereto, Citicorp USA, Inc., as administrative agent and the other parties thereto, as amended, restated, amended and restated, refinanced, replaced, extended, supplemented or otherwise modified from time to time and (ii) the exercise of any right or remedy by the Notes Collateral Agent hereunder is subject to the limitations and provisions of the ABL Intercreditor Agreement. In the event of any conflict between the terms of the ABL Intercreditor Agreement and the terms of the Security Agreement, the terms of the ABL Intercreditor Agreement shall govern.

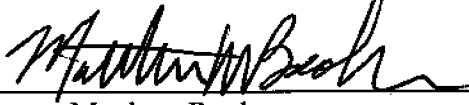
[Signatures on following page]

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

AVAYA INC., as Company

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

VPNET TECHNOLOGIES, INC., as Grantor

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

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,
as Notes Collateral Agent

By: _____
Name:
Title:

[Trademark Security Agreement]

TRADEMARK
REEL: 004977 FRAME: 0684

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

AVAYA INC., as Company

By: _____
Name:
Title:

VPNET TECHNOLOGIES, INC., as Grantor

By: _____
Name:
Title:

**THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.,
as Notes Collateral Agent**

By: *L. Garcia*
Name: L. Garcia
Title: Vice President

**Schedule I to
Trademark Security Agreement Supplement**

UNITED STATES Trademarks, Service Marks and Trademark Applications

Registrations:

| <u>GRANTOR</u> | <u>TRADEMARK</u> | <u>REGISTRATION NUMBER</u> |
|----------------|------------------------------------|--------------------------------|
| Avaya Inc. | ACS | 2,929,557 |
| Avaya Inc. | ADOMO | 3,180,176 |
| Avaya Inc. | AGENT INFORMATION TEMPLATE | 3,230,427 |
| Avaya Inc. | AGENT SCRIPTING INTERFACE | 3,265,633 |
| Avaya Inc. | AGILE COMMUNICATION ENVIRONMENT | 3,648,301 |
| Avaya Inc. | ANSWERAGENT | 3,144,395 |
| Avaya Inc. | ANSWERBASE | 3,652,708 |
| Avaya Inc. | ARIA | 2,074,241 |
| Avaya Inc. | AUDIX | 1,689,940 |
| Avaya Inc. | AUTHENTIC AVAYA | 3,012,163 |
| Avaya Inc. | AVAYA | 2,696,985 |
| Avaya Inc. | AVAYA | 3,507,805 |
| Avaya Inc. | AVAYA Stylized | 2,697,002 |
| Avaya Inc. | AVAYA AURA | 3,871,137 |
| Avaya Inc. | AVAYA CONNECT | 3,945,373 |
| Avaya Inc. | AVAYA CONNECT Logo | 3,945,374 |
| Avaya Inc. | AVAYA FLARE | 3,918,215 |
| Avaya Inc. | AVAYA ONE-X | 3,411,046 |
| Avaya Inc. | AVAYA ONE-X Stylized | 3,411,047 |
| Avaya Inc. | BGATE | 3,825,471 |
| Avaya Inc. | COLLEGEAGENT | 3,415,485 |
| Avaya Inc. | CALLMASTER | 1,583,412 |
| Avaya Inc. | CALLPILOT | 2,418,092 |
| Avaya Inc. | CALLVISOR | 1,820,466 |

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| Avaya Inc. | CAMPAIGN DIRECTOR | 1,762,626 |
| Avaya Inc. | CONTENT PANES | 3,367,373 |
| Avaya Inc. | CONVERSIVE | 2,855,081 |
| Avaya Inc. | CONVERSIVE CALLBACK | 3,334,805 |
| Avaya Inc. | EXPERT CALLING | 1,786,298 |
| Avaya Inc. | GUIDE BUILDER | 2,547,570 |
| Avaya Inc. | IDENGINES | 3,349,489 |
| Avaya Inc. | IGNITION | 3,349,580 |
| Avaya Inc. | INTELLIGENT CALL BLENDING | 1,786,300 |
| Avaya Inc. | INTERFACING FORWARD | 3,275,589 |
| Avaya Inc. | INTUITY | 2,858,178 |
| Avaya Inc. | KONFTEL | 3,344,968 |
| Avaya Inc. | LIBRARY AGENT | 3,230,426 |
| Avaya Inc. | MAGIC ON HOLD | 1,372,962 |
| Avaya Inc. | MAGIC ON HOLD | 2,054,241 |
| Avaya Inc. | MAGIC ON HOLD | 3,394,289 |
| Avaya Inc. | MEETING EXCHANGE | 3,035,694 |
| Avaya Inc. | MERIDIAN | 1,342,255 |
| Avaya Inc. | MERLIN | 1,367,349 |
| Avaya Inc. | MERLIN MAIL | 1,740,991 |
| Avaya Inc. | MLX-16DP | 1,974,364 |
| Avaya Inc. | MLX-20L | 1,816,658 |
| Avaya Inc. | MLX-28D | 1,815,705 |
| Avaya Inc. | NORSTAR & Design | 1,509,113 |
| Avaya Inc. | OCTEL | 2,000,664 |
| Avaya Inc. | OMNISOUND | 2,931,661 |
| Avaya Inc. | PARTNER MAIL VS | 1,911,212 |
| Avaya Inc. | PERIPHONICS | 973,939 |
| Avaya Inc. | PERIVIEW | 2,241,578 |
| Avaya Inc. | PREDICTIVE AGENT BLEND | 2,628,503 |
| Avaya Inc. | PREDICTIVE BLEND | 2,034,209 |
| Avaya Inc. | SERENADE | 2,274,684 |
| Avaya Inc. | SINGLE VIEW | 3,473,571 |

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| Avaya Inc. | SIPERA | 3,205,754 |
| Avaya Inc. | SIPERA SYSTEMS & Design | 3,205,755 |
| Avaya Inc. | SITEMATE | 3,360,360 |
| Avaya Inc. | UCAN | 3,680,377 |
| Avaya Inc. | VERBOT | 2,425,435 |
| VPNET Technologies Inc. | VPNREMOTE | 2,250,643 |
| Avaya Inc. | WEB.ALIVE | 3,599,777 |
| Avaya Inc. | WWW.MESSENGER | 2,632,089 |

Applications:

| <u>GRANTOR</u> | <u>TRADEMARK</u> | <u>APPLICATION NUMBER</u> |
|----------------|------------------|-------------------------------|
| Avaya Inc. | CLOUDBLAZER | 85/360,229 |
| Avaya Inc. | AVAYALIVE | 85/581,312 |