

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

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

	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.

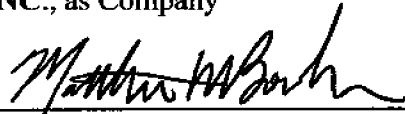
(a) The provisions of Article VI of the Security Agreement are hereby incorporated by reference.

(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.

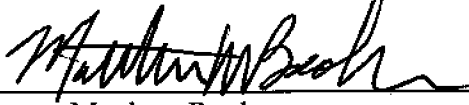
[Signatures on following page]

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  
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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

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

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