

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413672

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Avaya Inc.		01/24/2017	Corporation: DELAWARE
VPNet Technologies, Inc.		01/24/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Administrative Agent		
Street Address:	390 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	Bank: SOUTH DAKOTA		
PROPERTY NUMBERS Total: 55			
Property Type	Number	Word Mark	
Registration Number:	4523613	AGENT MAP	
Registration Number:	3648301	AGILE COMMUNICATION ENVIRONMENT	
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:	4372647	AVAYA	
Registration Number:	2697002	AVAYA	
Registration Number:	3871137	AVAYA AURA	
Registration Number:	3945373	AVAYA CONNECT	
Registration Number:	3945374	AVAYA CONNECT	
Registration Number:	4379438	AVAYA EVOLUTIONS	
Registration Number:	3918215	AVAYA FLARE	
Registration Number:	3411046	AVAYA ONE-X	
Registration Number:	3411047	AVAYA ONE-X	
Registration Number:	4960224	AVAYA STADIUM	

OP \$1390.00 4523613

Property Type	Number	Word Mark
Registration Number:	4294788	AVAYALIVE
Registration Number:	4726410	AVAYA ONE-X
Registration Number:	3825471	BGATE
Registration Number:	1583412	CALLMASTER
Registration Number:	2418092	CALLPILOT
Registration Number:	2855081	CONVERSIVE
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:	4683716	ITNAVIGATOR
Registration Number:	3344968	KONFTEL
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:	1509113	NORSTAR
Registration Number:	2000664	OCTEL
Registration Number:	2931661	OMNISOUND
Registration Number:	4986573	ONAVAYA
Registration Number:	973939	PERIPHONICS
Registration Number:	2241578	PERIVIEW
Registration Number:	2628503	PREDICTIVE AGENT BLEND
Registration Number:	2034209	PREDICTIVE BLEND
Registration Number:	2118787	RADVISION
Registration Number:	3248266	SCOPIA
Registration Number:	2274684	SERENADE
Registration Number:	3205754	SIPERA
Registration Number:	3205755	SIPERA SYSTEMS
Registration Number:	2425435	VERBOT
Registration Number:	2250643	VPNREMOTE
Serial Number:	87147845	AVAYA BREEZE
Serial Number:	87223810	AVAYA EDGE
Serial Number:	87102688	AVAYA ENGAGE
Serial Number:	87078211	AVAYA OCEANA

CORRESPONDENCE DATA**Fax Number:** 8004947512*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:** 800-494-5225**Email:** ipteam@nationalcorp.com**Correspondent Name:** Stewart Walsh**Address Line 1:** 1025 Vermont Ave NW, Suite 1130**Address Line 2:** National Corporate Research, LTD**Address Line 4:** Washington, D.C. 20005**ATTORNEY DOCKET NUMBER:** F167970**NAME OF SUBMITTER:** Theresa Volano**SIGNATURE:** /Theresa Volano/**DATE SIGNED:** 01/26/2017**Total Attachments: 8**

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**TRADEMARK SECURITY AGREEMENT
(SHORT-FORM)**

TRADEMARK SECURITY AGREEMENT, dated as of January 24, 2017 among AVAYA, INC., a Delaware corporation and a Debtor and Debtor-in-Possession under chapter 11 of the Bankruptcy Code (the “**Borrower**”), certain Subsidiaries of Borrower set forth on Annex A hereto, each of which is a Debtor and Debtor-in-Possession under chapter 11 of the Bankruptcy Code (together with the Borrower, the “**Grantors**”), and CITIBANK, N.A., as Administrative Agent for the Secured Parties (the “**Administrative Agent**”).

Reference is made to the Pledge and Security Agreement dated as of January 24, 2017 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Avaya Holdings Corp., a Delaware corporation and a Debtor and Debtor-in-Possession under chapter 11 of the Bankruptcy Code (“**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 January 24, 2017 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, Holdings, CITIBANK, N.A., as Administrative Agent and L/C Issuer, and each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”). Each of 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, 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; (b) all goodwill connected with the use of and

symbolized by the foregoing; (c) all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; and (d) all rights to sue for past, present and future infringements of any of the foregoing; provided that the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, 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, including any intent-to-use trademark applications filed in the USPTO, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

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. The Borrower represents and warrants, as to itself and the other Grantors, to the Administrative Agent and the Secured Parties, that a true and correct list of all of the existing 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: John Sullivan
Title: Vice President - Finance &
Corporate Treasurer

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

By: 

Name: John Sullivan
Title: Vice President and Treasurer

[Signature Page for Trademark Security Agreement]

TRADEMARK
REEL: 005973 FRAME: 0221

Annex A


List of Borrower Subsidiaries that are Loan Parties


1. VPNet Technologies, Inc.

**Schedule I to
Trademark Security Agreement Supplement**

UNITED STATES Trademarks, Service Marks and Trademark Applications

Mark	Registration No.	Registration Date	Status	Grantor
AGENT MAP	4523613	4/29/2014	Registered	Avaya Inc.
AGILE COMMUNICATION ENVIRONMENT	3648301	6/30/2009	Registered	Avaya Inc.
ANSWERBASE	3652708	7/7/2009	Registered	Avaya Inc.
ARIA	2074241	6/24/1997	Registered	Avaya Inc.
AUDIX	1689940	6/2/1992	Registered	Avaya Inc.
AUTHENTIC AVAYA	3012163	11/1/2005	Registered	Avaya, Inc.
AVAYA	2696985	3/18/2003	Registered	Avaya Inc.
AVAYA	3507805	9/30/2008	Registered	Avaya Inc.
AVAYA	4372647	7/23/2013	Registered	Avaya Inc.
AVAYA (Stylized) 	2697002	3/18/2003	Registered	Avaya Inc.
AVAYA AURA	3871137	11/2/2010	Registered	Avaya Inc.
AVAYA CONNECT	3945373	4/12/2011	Registered	Avaya Inc.
AVAYA CONNECT and Design 	3945374	4/12/2011	Registered	Avaya Inc.
AVAYA EVOLUTIONS	4379438	8/6/2013	Registered	Avaya Inc.
AVAYA FLARE	3918215	2/8/2011	Registered	Avaya Inc.
AVAYA ONE-X	3411046	4/8/2008	Registered	Avaya Inc.
AVAYA ONE-X (Stylized) 	3411047	4/8/2008	Registered	Avaya Inc.
AVAYA STADIUM	4960224	5/17/2016	Registered	Avaya Inc.
AVAYALIVE	4294788	2/26/2013	Registered	Avaya Inc.
AVAYA ONE-X (Stylized) 	4726410	4/28/2015	Registered	Avaya Inc.
BGATE	3825471	7/27/2010	Registered	Avaya Inc.

Mark	Registration No.	Registration Date	Status	Grantor
CALLMASTER	1583412	2/20/1990	Registered	Avaya Inc.
CALLPILOT	2418092	1/2/2001	Registered	Avaya Inc.
CONVERSIVE	2855081	6/15/2004	Registered	Avaya Inc.
EXPERT CALLING	1786298	8/3/1993	Registered	Avaya Inc.
GUIDE BUILDER	2547570	3/12/2002	Registered	Avaya Inc.
IDENGINES	3349489	12/4/2007	Registered	Avaya Inc.
IGNITION	3349580	12/4/2007	Registered	Avaya Inc.
INTELLIGENT CALL BLENDING	1786300	8/3/1993	Registered	Avaya Inc.
ITNAVIGATOR	4683716	2/10/2015	Registered	Avaya Inc.
KONFTEL	3344968	11/27/2007	Registered	Avaya Inc.
MAGIC ON HOLD	1372962	11/26/1985	Registered	Avaya Inc.
MAGIC ON HOLD	2054241	4/22/1997	Registered	Avaya Inc.
MAGIC ON HOLD	3394289	3/11/2008	Registered	Avaya Inc.
MEETING EXCHANGE	3035694	12/27/2005	Registered	Avaya Inc.
MERIDIAN	1342255	6/18/1985	Registered	Avaya Inc.
NORSTAR and Design 	1509113	10/18/1988	Registered	Avaya Inc.
OCTEL	2000664	9/17/1996	Registered	Avaya Inc.
OMNISOUND	2931661	3/8/2005	Registered	Avaya Inc.
ONAVAYA	4986573	6/28/2016	Registered	Avaya Inc.
PERIPHONICS	0973939	11/27/1973	Registered	Avaya Inc.
PERIVIEW	2241578	4/27/1999	Registered	Avaya Inc.
PREDICTIVE AGENT BLEND	2628503	10/1/2002	Registered	Avaya Inc.
PREDICTIVE BLEND	2034209	1/28/1997	Registered	Avaya Inc.
RADVISION	2118787	12/9/1997	Registered	Avaya Inc.
SCOPIA	3248266	5/29/2007	Registered	Avaya Inc.
SERENADE	2274684	8/31/1999	Registered	Avaya Inc.
SIPERA	3205754	2/6/2007	Registered	Avaya Inc.

Mark	Registration No.	Registration Date	Status	Grantor
SIPERA SYSTEMS and Design 	3205755	2/6/2007	Registered	Avaya Inc.
VERBOT	2425435	1/30/2001	Registered	Avaya Inc.
VPNREMOTE	2250643	6/1/1999	Registered	VPNet Technologies, Inc.

Applications

Mark	Serial No./	Filing Date	Status	Grantor
AVAYA BREEZE	87/147845	8/23/2016	Pending	Avaya Inc.
AVAYA EDGE	87/223810	11/2/2016	Pending	Avaya Inc.
AVAYA ENGAGE	87/102688	7/13/2016	Pending	Avaya Inc.
AVAYA OCEANA	87/078211	6/21/2016	Pending	Avaya Inc.