

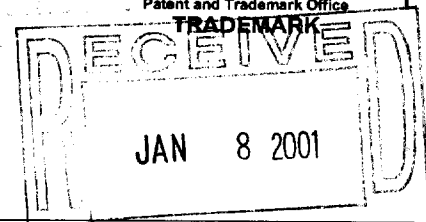
01-29-2001



FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

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U.S. Department of Commerce
Patent and Trademark Office



RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

1-8-01

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
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Reel # _____ Frame # _____

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
09302000
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Lucent Technologies Inc.

12122000

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Avaya Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 211 Mount Airy Road

Address (line 2) _____

Address (line 3) Basking Ridge
City

New Jersey/USA
State/Country

07920
Zip Code

- Individual
- General Partnership
- Limited Partnership

- Corporation
- Association

Other _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization Delaware

01/29/001 AAHMLD 00000190 501501 74680817

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01 FD:481 40.00 CH
02 FD:482 50.00 CH

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
REEL: 002222 FRAME: 0440

Domestic Representative Name and Address

Enter for the first Receiving Party only.

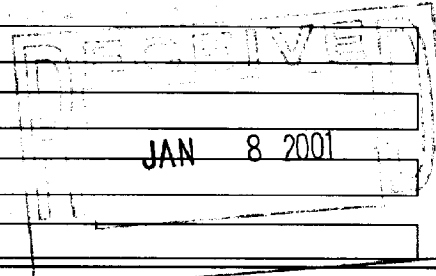
Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)



Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Maurice M. de Picciotto

Name of Person Signing

Signature

Date Signed

Schedule A

Trademark	Country	Appln. No.	Filing Date	Reg. No.	Reg. Date
CENTREUVU	United States	74688817	6/15/1995	2076200	7/1/1997
CONVERSANT	United States	574518	12/20/1985	1410221	9/23/1986
MISCELLANEOUS DESIGN	United States	75522870	7/20/1998	2272202	8/24/1999

TRADEMARK ASSIGNMENT

by and between

LUCENT TECHNOLOGIES INC.

and

AVAYA INC.

Dated as of September 30, 2000

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), effective as of September 30, 2000 (the "Effective Date"), is by and between Lucent Technologies Inc., a Delaware corporation, with offices at 600 Mountain Avenue, Murray Hill, New Jersey 07974, ("LUCENT"), and Avaya Inc., a Delaware corporation, with offices at 211 Mount Airy Road, Basking Ridge, New Jersey 07920 ("Avaya").

RECITALS

A. WHEREAS, the Board of Directors of LUCENT has determined that it is in the best interests of LUCENT and its stockholders to separate LUCENT's existing businesses into two independent businesses;

B. WHEREAS, in order to effectuate the foregoing, LUCENT and Avaya have entered into a Contribution and Distribution Agreement dated as of September 30, 2000, which provides, among other things, subject to the terms and conditions thereof, for the contribution by LUCENT of the former Enterprise Networks Group of Lucent ("EN") assets to Avaya and the assumption by Avaya of the EN liabilities and the execution and delivery of certain other agreements in order to facilitate and provide for the foregoing;

C. WHEREAS, this Assignment transfers to Avaya certain trademark assets and related goodwill that have been developed by Avaya's business units; and

D. WHEREAS, in furtherance of the foregoing separation, LUCENT desires to transfer, assign, convey, deliver and vest all of its right, title and interest in and to the Assigned Marks (as defined below) and all of the goodwill associated therewith and all other rights LUCENT may have with respect to such Assigned Marks.

NOW, THEREFORE, in consideration of the premises and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. "Assigned Marks" means those trademarks and trademark registrations set forth on Schedule A to this Assignment.

2. LUCENT hereby transfers, conveys and assigns to Avaya all of its rights, title and interest in and to the Assigned Marks in the United States and throughout the world, any common law rights relating to the Assigned Marks, together with all of the assets and the goodwill of the business represented by the Assigned Marks, and the right to sue for past infringements of the Assigned Marks.

3. LUCENT will neither use nor attempt to register any Assigned Mark or any confusingly similar mark for so long as said Assigned Mark has not been abandoned by Avaya.

LUCENT shall execute any and all documents reasonably requested by Avaya to effect transfer and recording of the Assigned Marks to Avaya.

IN WITNESS WHEREOF, the parties have caused this TRADEMARK ASSIGNMENT to be executed by their duly authorized representatives as of the Effective Date.

[SEAL]

LUCENT TECHNOLOGIES INC.

By: _____

Name: Daniel P. McCurdy

Title: President – Intellectual Property Business

AVAYA INC.

By: _____

Name: Maurice M. de Picciotto

Title: Vice President-Law, Intellectual Property

STATE OF NEW JERSEY)
) ss.
COUNTY OF SOMERSET)

I CERTIFY that on this 13th day of November, 2000, Daniel P. McCurdy personally appeared before me and Daniel P. McCurdy acknowledged under oath, to my satisfaction that:

- a) this person signed, sealed and delivered the attached Trademark Assignment as President – Intellectual Property Business of Lucent Technologies Inc., and had the authority to do so; and
- b) the proper corporate seal was affixed; and
- c) this Trademark Assignment was signed and made by Lucent Technologies Inc. as its voluntary act and deed by virtue of authority from its Board of Directors.

Tamora Anne Hanna
Name:

TAMORA ANNE HANNA
Notary Public of New Jersey
Registered in Hunterdon County
My Commission Expires March 25, 2002

[Notarial Seal]

STATE OF NEW JERSEY)
) ss.
COUNTY OF SOMERSET)

I CERTIFY that on this 12th day of December, 2000, Maurice M. de Picciotto personally appeared before me and Maurice M. de Picciotto acknowledged under oath, to my satisfaction that:

- a) this person signed the attached Trademark Assignment as Vice President-Law, Intellectual Property of Avaya Inc., and had the authority to do so.

Brenda Miller
Name: Brenda Miller

BRENDA MILLER
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 7/20/2005

[Notarial Seal]