

09-06-2001



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

101833697 TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Lucent Technologies Inc. Individual(s) Association General Partnership Limited Partnership Corporation-State Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Avaya Inc. Internal Address: Street Address: 211 Mount Airy Road City: Basking Ridge State: N.J. Zip: 07920 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: 9-5-2001 Assignment Merger Security Agreement Change of Name Other See attachment Execution Date: 09/25/2000

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 75/328912 B. Trademark Registration No.(s) Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 27

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Joan T. Pinaire, Esq. Internal Address: Avaya Inc. Trademarks & Copyrights Law Group Street Address: 150 Allen Road- Suite 300 P.O. Box 0895 City: Liberty Corner State: NJ. Zip: 07938

7. Total fee (37 CFR 3.41): \$ 65.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 501601 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Joan T. Pinaire Name of Person Signing

[Signature] Signature

8/13/01 Date

Total number of pages including cover sheet, attachments, and document: 12

Mall documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

ATTACHMENT

Document previously recorded at Reel 2170 Frame 367 contains error in property number. Please remove Registration 1,369,048 and Application 75/930388. Document to be re-recorded to record error on stated reel.

TRADEMARK AND SERVICE MARK ASSIGNMENT

THIS TRADEMARK AND SERVICE MARK 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 and service mark 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 of at least \$100, 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 service marks and trademark and service mark applications and registrations set forth on Schedules A, B, and C 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 AND SERVICE MARK 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 25th day of September, 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 and Service Mark 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 and Service Mark Assignment was signed and made by Lucent Technologies Inc. as its voluntary act and deed by virtue of authority from its Board of Directors.



Name: ~~Maureen Dunn~~

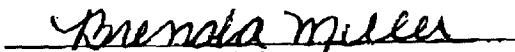
TAMORA ANNE HANNA
Notary Public of New Jersey
Registered In Hunterdon County
My Commission Expires March 25, 2002

[Notarial Seal]

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

I CERTIFY that on this 27th day of September, 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 and Service Mark Assignment as Vice President-Law, Intellectual Property of Avaya Inc., and had the authority to do so.



Name: Brenda Miller

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

[Notarial Seal]

SCHEDULE A			
UNITED STATES TRADEMARKS AND SERVICE MARKS			
Registrations and Pending Applications			
Trademark	Country	Application No.	Filing Date
BEYOND COMPARE ✓	United States	75328912	7/22/1997
@WORK STUDIO ✓	United States	75424061	1/27/1998
A NETWORK OF EXPERTISE ✓	United States	75063121	2/26/1996
A REVOLUTION IN SIGHT ✓	United States	371563	3/24/1993
ACCESS MESSENGER ✓	United States	75510277	6/29/1998
AGENT DIRECTOR ✓	United States	75/950710	3/2/2000
AMONMASTER	United States	75/930388	2/14/2000
AUDIX ✓	United States	161029	4/26/1991
BCMS VU ✓	United States	75045570	4/26/1991
BST DIRECT ✓	United States	490123	1/18/1998
BST DIRECT ✓	United States	328932	2/15/1994
CAJUN ✓	United States	75329084	11/5/1992
CAJUNDOGS ✓	United States	75573238	7/23/1997
CAJUNVIEW ✓	United States	75480716	10/20/1998
CALL CENTER INSTITUTE AND DESIGN ✓	United States	75314705	5/7/1998
CALL CENTER INSTITUTE AND DESIGN ✓	United States	75303287	6/25/1997
CALL CENTER PARTNERSHIP ✓	United States	75314721	6/4/1997
CALLMASTER ✓	United States	775146	6/25/1997
CALLVISOR ✓	United States	192475	1/17/1989
CENTREVV ADVOCATE ✓	United States	75844013	8/7/1991
CLASSIC MAIL ✓	United States	440012	2/22/1999
CLASSIC VALUES ✓	United States	75265349	9/24/1993
CLEARTRAC ✓	United States	78019042	3/27/1997
COM KEY ✓	United States	580700	7/31/2000
COMMUNICORE ✓	United States	74688815	1/31/1986
COMMUNICORE ✓	United States	74410845	6/15/1995
COMPAS ✓	United States	78027182	7/8/1993
CONVERSANT INTRO ✓	United States	74644102	9/22/2000
COSMIC ✓	United States	630477	3/9/1995
CRM CENTRAL ✓	United States	78000802	11/17/1986
CRM PERFORMANCE ANALYST ✓	United States	78009603	3/23/2000
CRMBA ✓	United States	75748275	5/24/2000
CRMBA ✓	United States	75748276	7/12/1999
CSL LIGHTSPUCE ✓	United States	049803	7/12/1999
	United States		4/13/1990
			1684815
			4/28/1992
			6/2/1992
			11/4/1997
			2/21/1995
			8/30/1994
			1889940
			2111238
			1879617
			1851725
			2231520
			1583412
			1820466
			2231520
			1940202
			2185532
			1435336
			2037835
			1971609
			1960129
			1447287
			3/5/1996
			7/14/1987

**SCHEDULE A
UNITED STATES TRADEMARKS AND SERVICE MARKS
Registrations and Pending Applications**

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date
TELITE ✓	United States	75595033	11/14/1998	1950220	1/23/1996
TELEMASTER ✓	United States	74531322	5/31/1994	1580615	10/17/1989
DEFINITY ✓	United States	771999	12/23/1988		
DEFINITY ONE ✓	United States	75641058	2/16/1999		
DEFINITY PROLOGIX ✓	United States	75677909	4/8/1999		
DEFINITY REMOTE MAX ✓	United States	75/950786	3/2/2000		
DESIGN PARTNER ✓	United States	75516478	7/9/1998		
DIVER DESIGN ✓	United States	75534431	8/11/1998		
ENGAGE ✓	United States	75945467	2/25/2000		
EXCHANGE CALLMANAGER ✓	United States	75690841	4/28/1999		
EXCHANGE ADMINISTRATOR ✓	United States	75690840	4/28/1999	1849070	8/9/1994
EXCHANGEMAX ✓	United States	316887	9/23/1992	2207463	12/1/1998
EXOPLANE ✓	United States	75139880	7/25/1996		
EZROUTE ✓	United States	75781716	8/20/1999		
FIRE ✓	United States	75352404	9/5/1997	1692631	6/9/1992
FLEXTERM ✓	United States	088819	8/17/1990	1931957	10/31/1985
FLEXWORD ✓	United States	398415	6/3/1993	2185062	8/25/1998
GIGASPEED ✓	United States	75256346	3/12/1997	2116743	1/125/1997
GUESTWORKS ✓	United States	75025906	11/30/1995		
GUIDE BUILDER ✓	United States	75417676	1/14/1998	1895557	5/23/1995
HELPING PEOPLE MANAGE A BUSINESS ✓	United States	370881	3/23/1993	1975144	5/24/1996
HIGH-5 ✓	United States	74376182	4/2/1993	1719390	9/22/1992
HOME AGENT ✓	United States	137149	2/7/1991	2044285	3/11/1997
HOME STAR ✓	United States	74577398	9/23/1994	2188515	9/8/1998
HYPERBID ✓	United States	75251058	3/4/1997		
ICOSM ✓	United States	75930088	2/11/2000		
IMON ✓	United States	75786105	8/30/1999		
INNERCIRCLE ✓	United States	75837865	11/1/1999		
INTUITY ✓	United States	74410846	7/8/1993		
IP EXCHANGE TELCONNECT ✓	United States	75759817	7/26/1999		
IP EXCHANGE ADAPTER ✓	United States	75566503	10/7/1998		
IP EXCHANGE COMM ✓	United States	75566502	10/7/1998		
IP EXCHANGE LINK ✓	United States	75571085	10/19/1998		
IP PATCH ✓	United States	78/020592	8/10/2000		

Trademark ✓
 LANNET ✓
 LANSTACK ✓
 LAZRSPEED ✓
 LIGHT FORCE ✓
 MAGIC ON HOLD ✓
 MAGIC ON HOLD ✓
 MAGIC ON HOLD EXPRESS ✓
 MAILPATH ✓
 MAXUM ✓
 MERITAGE ✓
 MERLIN ✓
 MERLIN LEGEND ✓
 MERLIN MAGIX ✓
 MERLIN MAIL ✓
 MESSAGE CARE ✓
 MESSAGE SEND PLUS ✓
 MLS-12 ✓
 MLS-12D ✓
 MLS-6 ✓
 MLX-10 ✓
 MLX-10D ✓
 MLX-10DP ✓
 MLX-16DP ✓
 MLX-20L ✓
 MLX-28D ✓
 MOBILEPATH ✓
 NAMES ✓
 NETASSIST ✓
 OCTAPLANE ✓
 OPTISPEED ✓
 P550 ✓
 PARTNER ✓

SCHEDULE A
 UNITED STATES TRADEMARKS AND SERVICE MARKS
 Registrations and Pending Applications

Country	Application No.	Filing Date	Registration No.	Registration Date
United States	75351844	7/20/1998	2269691	8/10/1999
United States	74422886	8/10/1993	1890850	4/25/1995
United States	75408017	12/18/1997	2377944	8/15/2000
United States	229501	12/5/1991	1786102	8/3/1993
United States	75006797	10/17/1995	2054241	4/22/1997
United States	536216	5/8/1985	1372962	11/26/1985
United States	75228644	1/2/1997	2147430	3/31/1998
United States	78007684	5/11/2000		
United States	75926871	2/23/2000		
United States	75139881	7/25/1996	2204296	11/17/1998
United States	426711	5/19/1983	1367349	10/29/1985
United States	129533	1/11/1981	1737522	12/1/1992
United States	75667888	3/24/1999		
United States	210506	10/4/1991	1740991	12/22/1992
United States	75401731	12/8/1997		
United States	75609107	12/21/1998		
United States	202740	9/12/1991	1742854	12/29/1992
United States	202741	9/12/1991	1744344	1/5/1993
United States	202746	9/12/1991	1742855	12/29/1992
United States	053450	4/27/1990	1816659	1/18/1994
United States	053445	4/27/1990	1817754	1/25/1994
United States	602749	11/23/1994	1938467	11/28/1995
United States	74602748	11/23/1994	1974384	5/14/1996
United States	053446	4/27/1990	1818658	1/18/1994
United States	053447	4/27/1990	1815705	1/11/1994
United States	75945237	2/24/2000		
United States	74639601	2/27/1995	1983710	7/2/1996
United States	75804081	9/21/1999		
United States	75746707	7/8/1999		
United States	75369497	10/7/1997		
United States	75329085	7/23/1997	1369048	7/18/2000
United States	034476	3/1/1990	1646475	5/28/1991

11K PTD LIST

SCHEDULE A
UNITED STATES TRADEMARKS AND SERVICE MARKS
Registrations and Pending Applications

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date
PARTNER ENDEAVOR	United States	75477942	5/1/1998	1769142	5/4/1993
PARTNER II	United States	144889	3/8/1991	1795897	9/28/1993
PARTNER MAIL	United States	271152	4/30/1992	1911212	8/15/1995
PARTNER MAIL VS	United States	541618	6/23/1994	1864214	11/22/1994
PASSAGEWAY	United States	371830	3/25/1993	1905482	7/18/1995
PASSAGEWAY DESIGN	United States	532771	6/3/1994	2051177	4/8/1997
PATCHMAX	United States	74562815	8/18/1994		
PMON	United States	75788106	8/30/1999		
PORTAL PATHWAY	United States	76007681	5/1/12000		
POWERHOUSE	United States	75723462	6/7/1999		
OMON	United States	75768103	8/30/1999		
QUORUM	United States	345871	8/20/1982	1224084	1/18/1983
QWIKCRIMP	United States	75930122	2/11/2000		
REALWORLD	United States	75719463	8/2/1999		
REEL TOTE	United States	75228829	1/18/1997	2132393	1/27/1998
RMONMASTER	United States	74531323	5/31/1994	2179783	8/1/1996
SAFER TECHNOLOGY	United States	75520082	7/16/1998		
SECURITYWORKS	United States	75336674	8/8/1997	2195523	10/13/1998
SERVICESPAN	United States	75371893	10/13/1997		
SILENT SENTRY	United States	74530884	5/27/1994	1988898	4/16/1996
SIMPLY MAGIC PRODUCTIONS	United States	75006798	10/17/1995	2013588	11/5/1996
SIMPLY MAGIC PRODUCTIONS	United States	489898	2/14/1994	1869918	12/27/1994
SMONMASTER	United States	74687049	6/12/1995	2086798	8/12/1997
SNAPCONNECTIONS	United States	75415010	1/7/1998		
SO-NIX	United States	78017286	7/18/2000		
SOUND MARK	United States	75595047	11/14/1998		
SPIRIT	United States	630466	11/17/1986	1450491	8/4/1987
SYSTEMAX	United States	001018	11/16/1989	1644744	5/14/1991
SYSTEMAX	United States	819444	8/15/1989	1605354	7/10/1990
TERRANOVA	United States	74058624	5/14/1990	1670081	12/31/1991
THE SHORTEST DISTANCE BETWEEN YOUR PHONE AND YOUR DATABASE	United States	532770	6/3/1994	1900499	6/20/1995
TRANSTALK	United States	74402044	6/11/1993	2067414	6/3/1997

SCHEDULE A
UNITED STATES TRADEMARKS AND SERVICE MARKS
Registrations and Pending Applications

Trademark
VISAGE ✓
VISIPATCH ✓
VISUAL SOLUTIONS ✓
VMON ✓
VOICE DIRECTOR ✓
VOICE POWER ✓
VOICE@WORK ✓
[REDACTED]
VOICEWIRE - *typo*
WE BRING THE AGENT TO THE CALL ✓
WE TOTE ✓
WELCOME TO YES I CAN ✓
WIRE WIZARD ✓

Country	Application No.	Filing Date	Registration No.	Registration Date
United States	75085905	4/29/1998	2157389	5/12/1998
United States	75721302	6/4/1998		
United States	379490	4/12/1993	1877212	1/31/1995
United States	75820489	2/7/2000		
United States	75841065	2/16/1999		
United States	199214	8/29/1991	1908195	8/1/1995
United States	78003940	3/13/2000		
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
United States	75812378	12/28/1998		
United States	75298041	5/17/1997		
United States	597130	5/5/1986	1418255	
United States	75328911	7/22/1997		11/25/1986
United States	75286915	5/5/1997		