

09-19-2001

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(Rev. 03/01)
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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):

Quintus Corporation 09/10/01

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: April 11, 2001

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/427,445 75/590,151
76/174,836

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Joan T. Pinaire

Internal Address: Avaya Inc.

Trademark & Copyright Law Group

Street Address: 150 Allen Road - Suite 300

P.O. Box 0845

City: Liberty Corner State: NJ Zip: 07938

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

- 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

Sept 7, 2001
Date

Total number of pages including cover sheet, attachments, and document: 7

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

09/18/2001 TDI AZ1 00000217 501601 754274
01 FC:481 40.00 CH
02 FC:482 50.00 CH

TRADEMARK
REEL: 002368 FRAME: 0664

ASSIGNMENT OF TRADEMARK RIGHTS

This Agreement, effective April 11, 2001, is by and between Quintus Corporation ("Assignor"), a Delaware corporation, having its principal corporate business address at 4120 Dublin Boulevard, Dublin, California 94568 and Avaya, Inc. ("Assignee"), a Delaware corporation, having its principal corporate business address 211 Mount Airy Road, Basking Ridge, New Jersey 07920.

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks, service marks and trade names including common law rights which relate thereto, as used on or in connection with Assignor's goods and/or services, as well as all goodwill of the business symbolized by said trademarks, service marks and trade names;

WHEREAS, Assignor has filed trademark applications based on intent-to-use as set forth in Appendix A ("Marks");

WHEREAS, Assignor by separate agreement has sold to Assignee, Assignor's entire ongoing business and existing business or that portion of the ongoing and existing business to which the Marks pertain, and to the extent use of the Marks has began all associate goodwill symbolized by the Marks;

WHEREAS, Assignee desires to acquire all right, title and interest in and to said Marks as set forth in Appendix A, as well as all goodwill of the business symbolized by said Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor by these presents sells, assigns and transfers unto Assignee and its successors, assigns and legal representatives, all right, title and interest in and to said Marks, service marks and trade names together with the goodwill of the business symbolized by said trademarks, service marks and trade names, together with the assignment of

all causes of action (either at law or equity) and the right to sue for past infringement of said Marks and all rights of recovery, including but not limited to damages, for such past infringement, and the right to receive royalty income, the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives.

Assignor hereby agrees to execute all further agreements, instruments, certificates and other documents and to perform such other proper acts as Assignee or its successors or assigns may deem reasonably necessary to secure to Assignee or to its successors or assigns the rights hereby transferred.

Signed at New York on this 10 day of April, 2001.

Quintus Corporation
Assignor [Signature]

By: Name: Paul Bartlett
Title: Chief Executive Officer

AGREED AND ACCEPTED:

Signed at Basking Ridge on this 11 day of April, 2001.

Avaya, Inc.
Assignee [Signature]

By: Name: Pamela F. Craven
Title: Vice President

STATE OF New York)
)
COUNTY OF New York) ss:

BEFORE ME, the undersigned authority, on this day personally appeared _____

Paul Bartlett, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledges to me that he executed same for the purposes and consideration therein expressed in the capacity therein stated and as an act and deed of said corporation.

Given under my hand and seal of Office this 10 day of April, 2001.

Notary Public
My Commission Expires:

KRISTINE CHUNG
Notary Public, State of New York
No. 01CH6046895
Qualified in Queens County
Certificate Filed in New York County
Commission Expires August 21, 2002

STATE OF New Jersey)
COUNTY OF Somerset)

ss:

BEFORE ME, the undersigned authority, on this day personally appeared _____
Pamela E. Craven, known to me to be the person whose name is subscribed to
the foregoing instrument and acknowledges to me that he executed same for the purposes and
consideration therein expressed in the capacity therein stated and as an act and deed of such
corporation.

Given under my hand and seal of Office this 11 day of April, 2001.

Notary Public Dorothy D. McMahon
My Commission Expires: August 22, 2002

APPENDIX A
ASSIGNMENT OF TRADEMARK RIGHTS

U.S. Trademark Application Serial No.	File Date	U.S. Trademark Reg. No.	Reg. Date	Mark
75/427,445	February 2, 1998			WEBCENTER
76/174,836	December 4, 2000			KNOW YOUR CUSTOMER. GROW YOUR BUSINESS
75/590,151	November 17, 1998			ECONTACT