

09-20-2001



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

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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 9-1301

- 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): See

A. Trademark Application No.(s)

Attachment

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, Esq

Internal Address: Avaya Inc

Trademark & Copyright Law Group

Street Address: 150 Allen Road - Suite 300

P.O. Box 0895

City: Liberty Corner State: NJ Zip: 07938

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41): \$ 315.00

- 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: 8

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

09/19/2001 AAHMED1 00000064 501601 75513214

01 FC:481 40.00 CR 02 FC:482 275.00 CR

TRADEMARK REEL: 002369 FRAME: 0709

**ATTACHMENT**

**Application Nos.**

75/513,214  
76/043,679  
75/568,310  
75/593,132  
75/863,296

**Registration Nos.**

1,872,358  
2,407,688  
2,361,360  
2,424,450  
2,264,785  
2,130,274  
1,868,103

## ASSIGNMENT OF TRADEMARK RIGHTS

This Agreement, effective as of 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 all common law rights to all trademarks, service marks and tradenames of the Assignor, as used on or in connection with Assignor's goods and/or services, including but not limited to the trademarks recited in Appendix A together with the trademark applications and registrations related thereto, as well as all goodwill of the business symbolized by said trademarks, service marks and trade names ("Marks");

WHEREAS, Assignee desires to acquire all right, title and interest in and to said Marks, 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 the Marks, together with the goodwill of the business symbolized by said Marks, together with the assignment of all rights to sue for past infringement of said Marks and all causes of action (either at law or equity) and the right 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.

**APPENDIX A  
ASSIGNMENT OF TRADEMARK RIGHTS**

| U.S. Trademark Application Serial No. | File Date | U.S. Trademark Reg. No. | Reg. Date         | Mark                                    |
|---------------------------------------|-----------|-------------------------|-------------------|---|
| 75/513,214                            | 07/06/98  |                         |                   | ACUITY                                  |
| 76/043,679                            | 05/10/00  |                         |                   | QUINTUS ECONTACT                        |
| 75/502,611                            | 06/15/98  |                         |                   | WEBCENTER COMMUNICATIONS INTERFACE UNIT |
| 75/568,310                            | 10/09/98  |                         |                   | WEBCENTER EXPRESS                       |
| 75/502,601                            | 06/15/98  |                         |                   | WEBCENTER WEBACD                        |
| 75/502,600                            | 06/15/98  |                         |                   | WEBCENTER WRU                           |
| 75/502,901                            | 06/15/98  |                         |                   | WEBCENTER CIU                           |
| 75/593,132                            | 11/18/98  |                         |                   | ACUITY (AND DESIGN)                     |
| 75/863,296                            | 12/01/99  |                         |                   | ANSWERS WITH ACUITY                     |
|                                       |           | 1,872,358               | January 10, 1995  | CUSTOMERQ                               |
|                                       |           | 2,407,688               | November 28, 2000 | DATA WAKE                               |
|                                       |           | 2,361,360               | June 27, 2000     | DEFINING WEB-BASED CUSTOMER INTERACTION |
|                                       |           | 2,424,450               | January 30, 2001  | ANSWERS WITH ACUITY                     |
|                                       |           | 2,264,785               | July 27, 1999     | QUINTUS                                 |
|                                       |           | 2,130,274               | January 20, 1998  | WEBQ                                    |
|                                       |           | 1,868,103               | December 20, 1994 | WORKPRO                                 |
| <b>[REDACTED]</b>                     |           |                         |                   |   |
| <b>[REDACTED]</b>                     |           |                         |                   |   |

*PAB  
Paul A. Barlett*

Signed at New York on this 10<sup>th</sup> day of April, 2001.

Quintus Corporation

Assignor

*Paul Bartlett*

By:

Name: Paul Bartlett

Title: Chief Executive Officer

AGREED AND ACCEPTED:

Signed at Basking Ridge, NJ on this 11<sup>th</sup> day of April, 2001.

Avaya, Inc.

Assignee

By: *Pamela F. Craven*

Name: ~~Vice President~~ 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 )  
 )  
COUNTY OF ) SS:

BEFORE ME, the undersigned authority, on this day personally appeared Pamela  
F. Craun, 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