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

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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. 11-19 01

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

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

3. Nature of conveyance:

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

Execution Date: October 5, 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)

B. Trademark Registration No.(s)

1794155, 1252583

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: N.J. Zip: 07938

6. Total number of applications and registrations involved: 2

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

Oct 17, 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

12/04/2001 LMUELLER 00000164 501601 1794155

01 FC:481 40.00 CH
02 FC:482 25.00 CH

TRADEMARK
REEL: 002402 FRAME: 0676

TRADEMARK ASSIGNMENT

by and between

LUCENT TECHNOLOGIES INC.

and

AVAYA INC.

Dated as of September 30, 2000

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("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, Avaya has previously acquired certain assets of LUCENT, pursuant to the 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;

B. WHEREAS, in furtherance of the foregoing Contribution and Distribution Agreement, 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. For good and valuable consideration, the receipt of which is hereby acknowledged, and pursuant to the Contribution and Distribution Agreement reflecting the transfer of certain of LUCENT assets to Avaya, said agreement being made on September 30, 2000, LUCENT assigns unto Avaya, *nunc pro tunc*, now for then, as a present acknowledgement of what previously transpired, all worldwide rights, title, and interest in and to the foregoing marks, together with the goodwill of the business symbolized by the marks and the above identified registrations and applications therefor.
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: *D. Laurence Padilla*

Name: D. Laurence Padilla

Title: President – Intellectual Property Business

AVAYA INC

By: *Maurice M. de Picciotto*

Name: Maurice M. de Picciotto

Title: Vice President-Law, Intellectual Property

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

I CERTIFY that on this 5th day of October, 2001, D. Laurence Padilla personally appeared before me and 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.

Angelina Cagliostro
Name:

ANGELINA CAGLIOSTRO
A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 1/21/2004

[Notarial Seal]

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

I CERTIFY that on this 10th day of October, 2001, 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]

Schedule A

Trademark Applications

MARK	COUNTRY	APPLICATION NUMBER	DATE
FLEXGEL	Philippines	4199802664	15-Apr-1998
FLEXGEL	Malaysia	MA620498	22-May-1998

Trademark Registrations

MARK	COUNTRY	REGISTRATION NUMBER	DATE
FLEXGEL	Australia	A365507	11-Sep-1981
FLEXGEL	Indonesia	434205	10-Mar-1998
FLEXGEL	Taiwan	571566	15-Sep-1992
FLEXGEL	Thailand	157390	18-Sep-1991
FLEXGEL	United States of America	1252583	04-Oct-1983
FLEXGEL	United States of America	1794155	21-Sep-1993