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

PTO-15 (Rev. 10/1999)
OMB No. 0651-0027 (exp. 5/31/2002)
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To the Honorable Commissioner of Patents and Trademarks, Please return the attached original documents or copy thereof.

1. Name of conveying party(ies):

Avaya Inc.

10.17.01

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

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

2. Name and address of receiving party(ies)

Name: Avaya Integrated Cabinet Solutions

Internal Address: _____

Street Address: 1001 Murphy Ranch Road

City: Milpitas State: CA Zip: 95035

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



10-17-2001

U.S. Patent & TMO/TM Mail Rpt. Dt. #40

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:

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

Execution Date: September 28, 2001

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

A. Trademark Application No.(s)

75/723462

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: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- 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: 6

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

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TRADEMARK
REEL: 002406 FRAME: 0528

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, effective as of September 30, 2001 (the "Effective Date"), is by and between Avaya Inc., a Delaware Corporation, with offices at 211 Mount Airy Road, Basking Ridge, New Jersey 07920 (hereinafter referred to as "Assignor" or "Avaya") and Avaya Integrated Cabinet Solutions, a Delaware corporation, having its principal place of business at 1001 Murphy Ranch Road, Milpitas, California 95035 (hereinafter referred to as "Assignee" or "Avaya Integrated").

WHEREAS, Avaya initiated a strategic redesign of its connectivity solutions business to more strategically focus on its separate lines of business by segregating electronic cabinets from its structured cabling operations; and

WHEREAS, to facilitate such strategic redesign, Avaya and Avaya Integrated entered into a certain Contribution and Assumption Agreement, effective as of September 30, 2001, pursuant to which Avaya contributed to Avaya Integrated certain of the assets related to its electronic cabinet business (the "Electronic Cabinet Assets") and Avaya Integrated assumed the liabilities relating to those assets;

WHEREAS, the Assignor is desirous of transferring and assigning to Assignee, and Assignee is desirous of acquiring from Assignor all of Assignor's rights, title and interest in and to all common law marks associated with the Electronic Cabinet Assets and the Assigned Marks set forth in Schedule A attached hereto and all of the goodwill associated therewith.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration of at least \$100, and received in connection with the transactions contemplated by the Contribution and Assumption Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor does hereby transfer, convey and assign unto Assignee all of its rights, title and interest in and to the Assigned Marks on Schedule A, together with the goodwill of the business appertaining thereto and which is symbolized by the Assigned Marks and the worldwide right to sue for past infringements of the Assigned Marks.
2. Assignor does hereby transfer, convey and assign unto Assignee all of its rights, title and interest in and to all common law marks associated the Electronic Cabinet Assets, together with the goodwill of the business appertaining thereto and which is symbolized by the common law marks and the worldwide right to sue for past infringements of the common law marks.

3. Assignor shall execute any and all documents reasonably requested by Assignee to effect the transfer and recording of the Assigned Marks to Assignee.

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed by their duly authorized representative as of the Effective Date.

AVAYA INC.

[SEAL]

By: _____

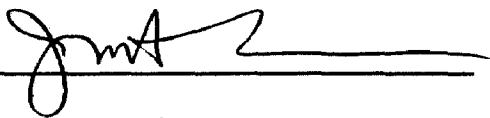


Name: Maurice M. de Picciotto

Title: Vice President-Law, Intellectual Property

AVAYA INTEGRATED CABINET SOLUTIONS

By: _____



Name: Justin Choi

Title: Vice President and Secretary

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

I CERTIFY that on this 28th day of September, 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, sealed and delivered the attached Trademark Assignment as Vice President-Law, Intellectual Property of Avaya Inc., and had the authority to do so; and
- b) the proper corporate seal was affixed.

Ann Marie Tedesco

Notary Public

ANNMARIE TEDESCO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 5, 2005

[Notarial Seal]

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

I CERTIFY that on this 28 day of September, 2001, Justin Choi personally appeared before me and Justin Choi acknowledged under oath, to my satisfaction that this person signed the attached Trademark Assignment as Vice President and Secretary of Avaya Integrated Cabinet Solutions, and had the authority to do so.

Dianne Recchia

Notary Public

DIANNE RECCHIA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 2/13/2002

[Notarial Seal]

SCHEDULE A
ASSIGNED MARKS

Country	Trademark	Application Number	Registration Number
Cambodia	POWERHOUSE	12080	11992
Canada	POWERHOUSE	1018583	
China	POWERHOUSE	9900068582	
Costa Rica	POWERHOUSE	123991	117684
Dominican Republic	POWERHOUSE	Not Assigned	0106400
Ecuador	POWERHOUSE	96505	8200
Egypt	POWERHOUSE	125788	
El Salvador	POWERHOUSE	366499	00156
European Community	POWERHOUSE	1253848	
Israel	POWERHOUSE	128542	
Moldova, Republic of	POWERHOUSE	8703	7349
New Zealand	POWERHOUSE	311621	311621
Nicaragua	POWERHOUSE	9902099	
Panama	POWERHOUSE	104161	
Peru	POWERHOUSE	85960	57347
Poland	POWERHOUSE	205325	
Saudi Arabia	POWERHOUSE	49811	51637
Thailand	POWERHOUSE	390800	Kor118151
Ukraine	POWERHOUSE	99072374	
United States	POWERHOUSE	75723462	
Vietnam	POWERHOUSE	991725	35483