

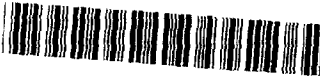
04-22-2002

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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102063103

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):
Avaya Inc.

4-8-02

- ☐ 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 8, 2002

2. Name and address of receiving party(ies)

Name: Bank of New York

Internal

Address: 13th Floor

Street Address: 5 Penn Plaza

City: New York State: NY 10001

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other NY Banking Corporation

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)

75513214 75515418 75259738
 75593132 75746707 78020592

Additional number(s) attached ☒ Yes ☐ No

B. Trademark Registration No.(s)

2494615 214322

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

Name: Joan T. Pinaire, Esq.

Internal Address: Room 30533

Street Address: 211 Mount Airy Road

Basking
 City: Ridge State: NJ Zip: 07920

6. Total number of applications and registrations involved: 117

7. Total fee (37 CFR 3.41) \$ 2,940.00

- ☐ 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

April 8, 2002

Date

Total number of pages including cover sheet, attachments, and document: 10

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

04/19/2002 DBYRNE 00000140 501601 75513214

01 FC:481
02 FC:48240.00 CH
2900.00 CHTRADEMARK
REEL: 002486 FRAME: 0177

ATTACHMENT**Registration Numbers**

2392585	1895557	1711426
2145013	1719390	1492668
2100302	2044285	2274684
2424450	2188515	1869918
2055836	2170813	2013588
2074241	1786300	1307448
1334117	2377944	1644744
1689940	2054241	1605354
2111238	1372962	1796970
1879617	2147430	2200975
2527753	1367349	2067414
2386174	1737522	2278637
2472605	2500749	2157389
2231520	1740991	2507683
1583412	2388960	1206047
1820466	1817754	1305727
2309642	1938467	1284620
1764306	1974364	1418255
1762626	1816658	2130274
2365361	1815705	
1765705	1901158	
2194938	2531094	
2076200	2407652	
2185532	2521494	
1410221	2315769	
1960129	2000664	
1447287	1936996	
1684815	2502155	
1872358	2480151	
2407688	2369048	
1950220	1646475	
2361360	1769142	
1560615	1795697	
2540957	1911212	
2476341	1864214	
1849070	1905462	
2207463	2051177	
1786298	2034209	
1252583	2354301	
1794155	2178202	
1931957	2264785	
2185062	1224064	
2116743	2132393	
2190043	2179783	
2547570	2189683	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Trademark Security Agreement**" or, as referred to herein, this "**Agreement**") dated April 8, 2002, is made by the Persons listed on the signature pages hereof (collectively, the "**Grantors**") in favor of The Bank of New York, as Collateral Trustee (the "**Collateral Trustee**") for the Secured Holders.

WHEREAS, Avaya, Inc., a Delaware corporation, has entered into a Collateral Trust Agreement dated as of March 25, 2002 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Collateral Trust Agreement**"), with certain other Grantors party thereto and The Bank of New York, as Collateral Trustee. Terms defined in the Collateral Trust Agreement and not otherwise defined herein are used herein as defined in the Collateral Trust Agreement.

WHEREAS, pursuant to the Debt Agreements, the Grantors and certain other Persons have executed and delivered that certain Security Agreement dated March 25, 2002 made by the Grantors and such other Persons to the Collateral Trustee (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), pursuant to which the Grantors have granted a security interest in, among other things, the Trademarks (as defined below) of the Grantors to the Collateral Trustee for the Shared Benefit of the Secured Holders and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in furtherance of the transactions described in the Security Agreement, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Trustee for the Shared Benefit of the Secured Holders a security interest in and to:

(a) all of such Grantor's right, title and interest in and to the trademark and service mark applications and registrations set forth in Schedule A hereto (but excluding United States intent-to-use trademark applications prior to the filing and acceptance of a Statement of Use or an Amendment to Allege Use in connection therewith to the extent that a valid security interest may not be taken, granted or perfected in such intent-to-use trademark applications under applicable law (the Collateral will include such United States intent-to-use trademark applications automatically and without further action by any Grantor, the Collateral Trustee or any other Person upon filing and acceptance of a Statement of Use or an Amendment to Allege Use in connection therewith)) together with the goodwill symbolized thereby and all renewals thereof (the "**Trademarks**");

(b) any and all claims for damages for past, present and future infringement, dilution, misappropriation, violation or breach with respect to the Trademarks,

with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages and;

(c) any and all proceeds of or arising from any of the foregoing.

SECTION 2. Security for Obligations; Limitation of Liability. (a) This Agreement secures, in the case of each Grantor, the payment of all of the Secured Obligations of itself and each other Grantor. Without limiting the generality of the foregoing, this Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and would be owed by any Grantor to any Secured Holder under the Secured Agreements but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

(b) Each Grantor, and by its acceptance of this Agreement, the Collateral Trustee, each Representative and each Secured Holder, hereby confirms that it is the intention of all such Persons that this Agreement and the obligations of each Grantor hereunder not constitute a fraudulent transfer or conveyance for purposes of Bankruptcy Law (as hereinafter defined), the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar foreign, federal or state law to the extent applicable to this Agreement and the obligations of each Grantor hereunder. To effectuate the foregoing intention, the Collateral Trustee, the Representatives, the Secured Holders and the Grantors hereby irrevocably agree that the Secured Obligations of each Grantor under this Agreement at any time shall be limited to the maximum amount as will result in the Secured Obligations of such Grantor under this Agreement not constituting a fraudulent transfer or conveyance for purposes of Bankruptcy Law. For purposes hereof, "**Bankruptcy Law**" means any proceeding of the type referred to in Section 6(g) or (h) of the Five Year Credit Agreement or Title 11, U.S. Code, or any similar foreign, federal or state law for the relief of debtors.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

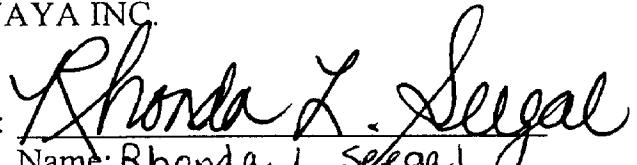
SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Trustee with respect to the Trademarks are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

AVAYA INC.

By:


Name: Rhonda L. Seegal
Title: Vice President & Treasurer

Address for Notices:
211 Mount Airy Road
Basking Ridge, NJ 07920

U.S. REGISTRATIONS

Trademark	Registration Number	Registration Date
@WORK STUDIO	2494615	02-Oct-2001
A NETWORK OF EXPERTISE	2143220	10-Mar-1998
ACUITY	2392585	10-Oct-2000
ADAPTS	2145013	17-Mar-1998
ANALYST	2100302	23-Sep-1997
ANSWERS WITH ACUITY	2424450	30-Jan-2001
ARES	2055836	22-Apr-1997
ARIA	2074241	24-Jun-1997
ASPEN	1334117	07-May-1985
AUDIX	1689940	02-Jun-1992
BCMS VU	2111238	04-Nov-1997
BST DIRECT	1879617	21-Feb-1995
CAJUN	2527753	08-Jan-2002
CAJUNVIEW	2386174	12-Sep-2000
CALL CENTER INSTITUTE AND DESIGN	2472605	31-Jul-2001
CALL CENTER PARTNERSHIP	2231520	16-Mar-1999
CALLMASTER	1583412	20-Feb-1990
CALLVISOR	1820466	08-Feb-1994
CAMPAIGN ANALYST	2309642	18-Jan-2000
CAMPAIGN CONTROL	1764306	13-Apr-1993
CAMPAIGN DIRECTOR	1762626	06-Apr-1993
CAMPAIGN MANAGER	2365361	04-Jul-2000
CAMPAIGN MONITOR	1765705	20-Apr-1993
CAMPAIGN SURFER	2194938	13-Oct-1998
CENTREVU	2076200	01-Jul-1997
CLASSIC VALUES	2185532	01-Sep-1998
CONVERSANT	1410221	23-Sep-1986
CONVERSANT INTRO	1960129	05-Mar-1996
COSMIC	1447287	14-Jul-1987
CSL LIGHTSPLICE	1684815	28-Apr-1992
CUSTOMERO	1872358	10-Jan-1995
DATAWAKE	2407688	28-Nov-2000
DECODEMASTER	1950220	23-Jan-1996
DEFINING WEB-BASED CUSTOMER	2361360	27-Jun-2000
INTERACTION	1560615	17-Oct-1989
DEFINITY	2540957	16-Feb-2002
DEFINITY ONE	2476341	07-Aug-2001
DEFINITY PROLOGIX	1849070	09-Aug-1994
EXCHANGEMAX	2207463	01-Dec-1998
EXOPLANE	1786298	03-Aug-1993
EXPERT CALLING	1252583	04-Oct-1983
FLEXGEL		

Trademark	Registration Number	Registration Date
FLEXGEL	1794155	21-Sep-1993
FLEXWORD	1931957	31-Oct-1995
GIGASPEED	2185062	25-Aug-1998
GUESTWORKS	2116743	25-Nov-1997
GUIDE	2190043	15-Sep-1998
GUIDEBUILDER	2547570	12-Mar-2002
HELPING PEOPLE MANAGE A BUSINESS	1895557	23-May-1995
HOME AGENT	1719390	22-Sep-1992
HOMESTAR	2044285	11-Mar-1997
HYPERBID	2188515	08-Sep-1998
INFOSTORE@WORK	2170813	07-Jul-1998
INTELLIGENT CALL BLENDING	1786300	03-Aug-1993
LAZRSPEED	2377944	15-Aug-2000
MAGIC ON HOLD	2054241	22-Apr-1997
MAGIC ON HOLD	1372962	26-Nov-1985
MAGIC ON HOLD EXPRESS	2147430	31-Mar-1998
MERLIN	1367349	29-Oct-1985
MERLIN LEGEND	1737522	01-Dec-1992
MERLIN MAGIX	2500749	23-Oct-2001
MERLIN MAIL	1740991	22-Dec-1992
MESSAGING THAT WORKS FOR YOU	2388960	26-Sep-2000
MLX-10D	1817754	25-Jan-1994
MLX-10DP	1938467	28-Nov-1995
MLX-16DP	1974364	14-May-1996
MLX-20L	1816658	18-Jan-1994
MLX-28D	1815705	11-Jan-1994
MOSAIX	1901158	20-Jun-1995
MOSAIX	2531094	22-Jan-2002
MOSAIX (LOGO)	2407652	28-Nov-2000
MOSAIX (LOGO)	2521494	25-Dec-2001
MOSAIX (LOGO)	2315769	08-Feb-2000
OCTEL	2000664	17-Sep-1996
OCTEL DESIGN	1936996	21-Nov-1995
OCTELACCESS	2502155	30-Oct-2001
OCTELDESIGNER	2480151	21-Aug-2001
P550	2369048	18-Jul-2000
PARTNER	1646475	28-May-1991
PARTNER II	1769142	04-May-1993
PARTNER MAIL	1795697	28-Sep-1993
PARTNER MAIL VS	1911212	15-Aug-1995
PASSAGEWAY	1864214	22-Nov-1994
PASSAGEWAY DESIGN	1905462	18-Jul-1995
PATCHMAX	2051177	08-Apr-1997
PREDICTIVE BLEND	2034209	29-Jan-1997

Trademark	Registration Number	Registration Date
PROCESS@WORK	2354301	06-Jun-2000
PRODUCER	2178202	04-Aug-1998
QUINTUS	2264785	27-Jul-1999
QUORUM	1224064	18-Jan-1983
REEL TOTE	2132393	27-Jan-1998
RMONMASTER	2179783	11-Aug-1998
SCOUT	2189683	15-Sep-1998
SCREENBUILDER	1711426	01-Sep-1992
SEARCHLINK	1492668	14-Jun-1988
SERENADE	2274684	31-Aug-1999
SIMPLY MAGIC PRODUCTIONS	1869918	27-Dec-1994
SIMPLY MAGIC PRODUCTIONS	2013588	05-Nov-1996
SOUND MARK (TONE LOGO)	1307448	27-Nov-1984
SYSTIMAX	1644744	14-May-1991
SYSTIMAX	1605354	10-Jul-1990
THE FORESIGHT REPORT	1796970	05-Oct-1993
THE VOICE OF MESSAGING	2200975	03-Nov-1998
TRANSTALK	2067414	03-Jun-1997
UNIFIED MESSENGER	2278637	21-Sep-1999
VISAGE	2157389	12-May-1998
VISIPATCH	2507683	13-Nov-2001
VMX	1206047	24-Aug-1982
VOICE MESSAGE EXCHANGE	1305727	20-Nov-1984
VOICENET	1284620	03-Jul-1984
WE TOTE	1418255	25-Nov-1986
WEBQ	2130274	20-Jan-1998

**U.S. INTENT TO USE
PENDING APPLICATIONS**

Trademark	Application Number	Filing Date
ACACN	78038771	11-Dec-2000
ACCA	78038770	11-Dec-2000
ACE	78086837	04-Oct-2001
ACS	78097775	11-Dec-2001
AVAYA	76053642	22-May-2000
AVAYA (stylized)	76071840	16-Jun-2000
AVAYA CLEARPRESENCE	78065355	23-May-2001
AVAYA COMMUNICATION	76071838	16-Jun-2000
AVAYA COMMUNICATION (STYLIZED)	76071839	16-Jun-2000
AVAYA DIRECT	78027179	22-Sep-2000
AVAYA IPET	78078086	08-Aug-2001
AVAYA SOFTCONSOLE	78105839	30-Jan-2002
AVAYA VISABILITY	78103241	17-Jan-2002
CENTREVU ADVOCATE	75644013	22-Feb-1999
CLASSIC AVAYA	78019040	31-Jul-2000
COMPAS	78027182	22-Sep-2000
CRM CENTRAL	78000602	23-Mar-2000
CRM PERFORMANCE ANALYST	78009603	24-May-2000
EZ2ROUTE	75781716	20-Aug-1999
HYPERCOMMERCE	76012295	29-Mar-2000
INTUITY	74410846	08-Jul-1993
MOBILEPATH	75945237	24-Feb-2000
MULTIVANTAGE	78080833	23-Aug-2001
NETSET	78088755	17-Oct-2001
OptiSPEED	75369497	07-Oct-1997
OVERTURE	74608928	09-Dec-1994
PREDICTIVE AGENT BLENDING	75441126	26-Feb-1998
QWIKCRIMP	75930122	11-Feb-2000
SAFER TECHNOLOGY	75520092	16-Jul-1998
SOUND MARK	75595047	14-Nov-1998
VOICE@WORK	78003940	13-Apr-2000
WWW.MESSENGER	75543963	27-Aug-1998

**USE BASED U.S. APPLICATIONS AND
ITU APPLICATIONS WITH SOUs**

Trademark	Application Number	Filing Date
ACUITY	75513214	06-Jul-1998
ACUITY AND DESIGN	75593132	18-Nov-1998
iPatch	78020592	10-Aug-2000
MOSAIX	75515418	08-Jul-1998
OCTAPLANE	75746707	08-Jul-1999
VISUAL MESSENGER	75259738	18-Mar-1997