

08-27-2002



8-27-02

To the Honorable Commissioner of Patents and Trademarks

documents or copy thereof.

102185929

**1. Name and Address of Conveying Party(ies):**

Avaya, Inc.  
211 Mount Airy Road  
Basking Ridge, NJ 07920

|                                     |   |
|-------------------------------------|---|
| <input type="checkbox"/>            | Individual(s)                                       |
| <input type="checkbox"/>            | Association   |
| <input type="checkbox"/>            | General Partnership                                 |
| <input type="checkbox"/>            | Limited Partnership                                 |
| <input checked="" type="checkbox"/> | Corporation -- State: <u>Delaware</u>               |
| <input type="checkbox"/>            | Other: _____  |
| <input type="checkbox"/>            | Additional Name(s) of Conveying Party(ies) Attached |

**2. Name and Address of Receiving Party(ies):**

Group ViewStar, Inc.  
2911 Turtle Creek Blvd., Suite 1100  
Dallas, TX 75219

|                                     |  |
|-------------------------------------|--|
| <input type="checkbox"/>            | Individual(s)  |
| <input type="checkbox"/>            | Association  |
| <input type="checkbox"/>            | General Partnership  |
| <input type="checkbox"/>            | Limited Partnership  |
| <input checked="" type="checkbox"/> | Corporation -- State: <u>Delaware</u>  |
| <input type="checkbox"/>            | Other: _____   |
| <input type="checkbox"/>            | Additional Name(s) of Receiving Party(ies) Attached  |
| <input type="checkbox"/>            | Assignee is not domiciled in the United States, a Domestic Representative Designation is Attached. |

**3. Nature of Conveyance:**

|                                     |                    |
|-------------------------------------|--------------------|
| <input checked="" type="checkbox"/> | Assignment         |
| <input type="checkbox"/>            | Security Agreement |
| <input type="checkbox"/>            | Merger             |
| <input type="checkbox"/>            | Change of Name     |
| <input type="checkbox"/>            | Other: _____       |

Execution Date:  
March 31, 2001

**4. Application Number(s) or Registration Number(s):**

Trademark Registration No. 1,510,769

**5. Name and Address of Party to Whom Correspondence Concerning Documents Should Be Mailed:**

Jason R. Fulmer  
Gardere Wynne Sewell LLP  
1601 Elm Street, Suite 3000  
Dallas, Texas 75201

214-999-4487 - Telephone  
214-999-4667 - Facsimile

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01 FC:481 40.00 OP  
02 FC:484 120.00 OP

**6. Total Number of Applications and Registrations Involved: 1**

**7. Total Fee (37 CFR 3.41): \$ 40.00**

|                                     |   |
|-------------------------------------|---|
| <input type="checkbox"/>            | Previously submitted                        |
| <input type="checkbox"/>            | Authorized to be Charged to Deposit Account |
| <input checked="" type="checkbox"/> | Charge Any Deficiencies to Deposit Account  |

**8. Deposit Account Number: 07-0153**

**9. Statement and Signature:**

To the best of my knowledge and belief, the foregoing information is true and correct and any attachment copy is a true copy of the original document.

Jason R. Fulmer, Reg. No. 46,715

August 26, 2002 Date

**Certificate of Mailing**

I hereby certify that this Recordation Form Cover Sheet, together with the attached Assignment, is being deposited with Federal Express in an envelope addressed to the Commissioner for Patents and Trademarks, Washington, DC 20231 on August 26, 2002.

  
Elaine Johnson

Mail To: Commissioner of Patents and Trademarks,  
Box ASSIGNMENTS, Washington, D.C. 20231 Total # of Pages Including This Cover Sheet: 4

## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** is made as of the 31th day of March, 2001 by Avaya Inc., a Delaware Corporation, having a place of business at 211 Mount Airy Road, Basking Ridge, New Jersey 07920 (hereinafter referred to as "Assignor") to Group ViewStar, Inc., a Delaware corporation, having its principal place of business at 2911 Turtle Creek Blvd., Suite 1100, Dallas, Texas 75219, hereinafter referred to as "Assignee").

**WHEREAS**, Assignor and Assignee are parties to that certain Purchase and Sale Agreement, dated as of March 31, 2001, by and among Assignor, as seller, Assignee, as buyer, and eiStream, Inc., a Delaware corporation, as guarantor (the "Purchase Agreement").

**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 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 received in connection with the transactions contemplated by the Purchase 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 good title to, and all rights, title and interest of Assignor 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 shall execute any and all documents reasonably requested by Assignee to effect 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 date stated above.

**AVAYA INC.**

By: \_\_\_\_\_

Name: Keith Larson

Title: Vice President – eCRM Solutions

**SCHEDULE A****ASSIGNED MARKS**

| <b>Country</b>              | <b>Trademark</b>       | <b>Application No.</b> | <b>Filing Date</b> | <b>Registration No.</b> | <b>Registration Date</b> |
|-----------------------------|------------------------|------------------------|--------------------|-------------------------|--------------------------|
| Canada                      | VIEWSTAR               | 678313                 | 3/28/1991          | 439670                  | 2/24/1995                |
| European<br>Community       | VIEWSTAR               | 216515                 | 4/1/1996           | 216515                  | 6/7/2000                 |
| Finland                     | VIEWSTAR               | 433694                 | 9/29/1994          | 138930                  | 7/20/1995                |
| France                      | VIEWSTAR               | 94537787               | 9/28/1994          | 94537787                | 9/28/1994                |
| Germany                     | VIEWSTAR               | V254989WZ              | 10/1/1994          | 2909557                 | 8/2/1995                 |
| Italy                       | VIEWSTAR               | MI94C008910            | 9/30/1994          | 699432                  | 12/24/1996               |
| Japan                       | VIEWSTAR               | 998181994              | 9/29/1994          | 3351598                 | 10/17/1997               |
| Norway                      | VIEWSTAR               | 945479                 | 10/4/1994          | 175272                  | 7/11/1996                |
| Spain                       | VIEWSTAR               | 1925625                | 10/11/1994         | 1925625                 | 5/5/1995                 |
| Sweden                      | VIEWSTAR               | 9409883                | 9/30/1994          | 312082                  | 4/26/1996                |
| United States<br>of America | VIEWSTAR               | 73701220               | 12/14/1987         | 1510769                 | 11/1/1988                |
| Canada                      | VIEWSTAR AND<br>DESIGN | 678717                 | 3/28/1991          | 434612                  | 10/21/1994               |