

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Avaya, Inc.		10/26/2007	CORPORATION: DELAWARE
VPNet Technologies, Inc.		10/26/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Citicorp USA, Inc., as Administrative Agent
Street Address:	388 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 57

Property Type	Number	Word Mark
Registration Number:	2955696	ACA
Registration Number:	2944730	ACE
Registration Number:	2929557	ACS
Registration Number:	2074241	ARIA
Registration Number:	1689940	AUDIX
Registration Number:	3012163	AUTHENTIC AVAYA
Registration Number:	2696985	AVAYA
Registration Number:	2697002	AVAYA
Registration Number:	2697000	AVAYA COMMUNICATION
Registration Number:	2697001	AVAYA COMMUNICATION
Registration Number:	2731977	AVAYA DIRECT
Registration Number:	2748864	AVAYA SOFTCONSOLE
Registration Number:	2675153	AVAYA VISABILITY

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Registration Number:	2527753	CAJUN
Registration Number:	1583412	CALLMASTER
Registration Number:	1820466	CALLVISOR
Registration Number:	2309642	CAMPAIGN ANALYST
Registration Number:	1762626	CAMPAIGN DIRECTOR
Registration Number:	2599501	CLASSIC AVAYA
Registration Number:	3000547	COMPAS
Registration Number:	1560615	DEFINITY
Registration Number:	1786298	EXPERT CALLING
Registration Number:	3038380	EXPERT VIEW
Registration Number:	2547570	GUIDE BUILDER
Registration Number:	1786300	INTELLIGENT CALL BLENDING
Registration Number:	2858178	INTUITY
Registration Number:	1372962	MAGIC ON HOLD
Registration Number:	2054241	MAGIC ON HOLD
Registration Number:	3035694	MEETING EXCHANGE
Registration Number:	1367349	MERLIN
Registration Number:	2500749	MERLIN MAGIX
Registration Number:	1740991	MERLIN MAIL
Registration Number:	1974364	MLX-16DP
Registration Number:	1816658	MLX-20L
Registration Number:	1815705	MLX-28D
Registration Number:	2976430	MOBILEPATH
Registration Number:	2714668	MULTIVANTAGE
Registration Number:	2576486	OCTAPLANE
Registration Number:	2000664	OCTEL
Registration Number:	1646475	PARTNER
Registration Number:	1911212	PARTNER MAIL VS
Registration Number:	2628503	PREDICTIVE AGENT BLEND
Registration Number:	2034209	PREDICTIVE BLEND
Registration Number:	2274684	SERENADE
Registration Number:	2278637	UNIFIED MESSENGER
Registration Number:	2588670	VISUAL MESSENGER
Registration Number:	2629374	VOICE@WORK
Registration Number:	2276800	VPNMANAGER

Registration Number:	2420181	VPNOS
Registration Number:	2250643	VPNREMOTE
Registration Number:	2819744	VSU
Registration Number:	2632089	WWW.MESSENGER
Serial Number:	78809019	AVAYA ONE-X
Serial Number:	78809051	AVAYA ONE-X
Serial Number:	77155924	MAGIC ON HOLD
Serial Number:	78142638	SINGLE VIEW
Serial Number:	77234926	UCAN

CORRESPONDENCE DATA

Fax Number: (202)756-9299

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 8002210770

Email: matthew.mayer@thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 1133 Avenue of the Americas

Address Line 2: Suite 3100

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CSC # 303846
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	11/21/2007

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT, dated as of October 26, 2007 among SIERRA HOLDINGS CORP. (“**Holdings**”), with offices located at 211 Mt. Airy Road, Basking Ridge, New Jersey 07920, AVAYA, INC. (the “**Parent Borrower**”), with offices located at 211 Mt. Airy Road, Basking Ridge, New Jersey 07920, certain Subsidiaries of the Parent Borrower from time to time party hereto and CITICORP USA, INC., with offices located at 388 Greenwich Street, New York, NY 10013, as Administrative Agent for the Secured Parties (as defined below).

Reference is made to the Pledge and Security Agreement dated as of October 26, 2007 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Holdings, the Parent Borrower, certain Subsidiaries of the Borrower from time to time party thereto and the Administrative Agent. The Secured Parties’ agreements in respect of extensions of credit to the Borrowers are set forth in the Credit Agreement dated as of October 26, 2007 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Parent Borrower, Holdings, certain Subsidiaries of the Parent Borrower from time to time party thereto (the “**Subsidiary Borrowers**” and, together with the Parent Borrower, the “**Borrowers**”), CITICORP USA, INC., as Administrative Agent and Swing Line Lender, CITIBANK, N.A., as L/C Issuer, and each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”). Each of Holdings and the Subsidiaries party hereto is an affiliate of the Parent Borrower and will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Article I of the Credit Agreement also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to and in accordance with the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names, other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor, including those listed on Schedule I, and (b) all goodwill connected with the use of and symbolized by such marks; *provided that*, the grant of security interest shall not include any trademark, service mark or other application for registration that may be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the validity of such trademark, service mark or other application for registration.

Section 3. Termination. This Agreement is made to secure the satisfactory performance and payment of the Obligations. This Trademark Security Agreement and the security interest granted hereby shall terminate with respect to all of a Grantor's Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Grantor's obligations thereunder. The Administrative Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to any Grantor as such Grantor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such satisfactory performance or payment, the Administrative Agent shall reasonably cooperate with any efforts made by a Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent and the other Secured Parties hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between a provision of the Intercreditor Agreement and this Agreement that relates solely to the rights or obligations of, or relationships between, the ABL Secured Parties and the Cash Flow Secured Parties (as each such term is defined in the Intercreditor Agreement), the provisions of the Intercreditor Agreement shall control.


Section 6. Representations and Warranties. Holdings and the Borrowers jointly and severally represent and warrant, as to themselves and the other Grantors, to the Administrative Agent and the Secured Parties, that a true and correct list of all of the existing material Trademark Collateral consisting of U.S. Trademark registrations or applications owned by the Grantor, in whole or in part, is set forth in Schedule I.

Section 7. Miscellaneous. The provisions of Article VI of the Security Agreement are hereby incorporated by reference.

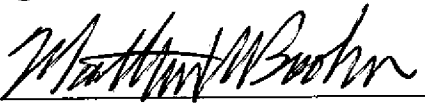
[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


AVAYA INC., as Parent Borrower,

By: 
Name: Matthew Booher
Title: Vice President and Treasurer

SIERRA HOLDINGS CORP., as Holdings,

By: 
Name: Matthew Booher
Title: Vice President and Treasurer

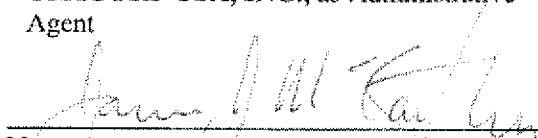
**EACH OF THE SUBSIDIARY
BORROWERS LISTED ON ANNEX
A HERETO,**

By: 
Name: Matthew Booher
Title: Vice President and Treasurer

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CITICORP USA, INC., as Administrative Agent

By:



Name:

Title:

JAMES J. McCARTHY
Managing Director &
Vice President

ANNEX A

Subsidiary Borrowers

1. VPNet Technologies, Inc.

**Schedule I to
Trademark Security Agreement Supplement**

UNITED STATES Trademarks

A. Registrations:

OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK
Avaya Inc.	2,955,696	05-24-2005	ACA
Avaya Inc.	2,944,730	04-26-2005	ACE
Avaya Inc.	2,929,557	03-01-2005	ACS
Avaya Inc.	2,074,241	06-24-1997	ARIA
Avaya Inc.	1,689,940	06-02-1992	AUDIX
Avaya Inc.	3,012,163	11-01-2005	AUTHENTIC AVAYA
Avaya Inc.	2,696,985	03-18-2003	AVAYA
Avaya Inc.	2,697,002	03-18-2003	AVAYA Stylized
Avaya Inc.	2,697,000	03-18-2003	AVAYA COMMUNICATION
Avaya Inc.	2,697,001	03-18-2003	AVAYA COMMUNICATION Styl- ized
Avaya Inc.	2,731,977	07-01-2003	AVAYA DIRECT
Avaya Inc.	2,748,864	08-05-2003	AVAYA SOFTCONSOLE
Avaya Inc.	2,675,153	01-14-2003	AVAYA VISABILITY
Avaya Inc.	2,527,753	01-08-2002	CAJUN
Avaya Inc.	1,583,412	02-20-1992	CALLMASTER
Avaya Inc.	1,820,466	02-08-1994	CALLVISOR
Avaya Inc.	2,309,642	01-18-2000	CAMPAIGN ANALYST
Avaya Inc.	1,762,626	04-06-2002	CAMPAIGN DIRECTOR
Avaya Inc.	2,599,501	07-23-2002	CLASSIC AVAYA
Avaya Inc.	3,000,547	09-27-2005	COMPAS
Avaya Inc.	1,560,615	10-17-1989	DEFINITY
Avaya Inc.	1,786,298	08-03-1993	EXPERT CALLING
Avaya Inc.	3,038,380	01-03-2006	EXPERT VIEW
Avaya Inc.	2,547,570	03-12-2002	GUIDE BUILDER
Avaya Inc.	1,786,300	08-03-1993	INTELLIGENT CALL BLENDING
Avaya Inc.	2,858,178	06-29-2004	INTUITY

OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK
Avaya Inc.	1,372,962	11-26-1995	MAGIC ON HOLD
Avaya Inc.	2,054,241	04-22-1997	MAGIC ON HOLD
Avaya Inc.	3,035,694	12-27-2005	MEETING EXCHANGE
Avaya Inc.	1,367,349	10-29-1985	MERLIN
Avaya Inc.	2,500,749	10-23-2001	MERLIN MAGIX
Avaya Inc.	1,740,991	12-22-1992	MERLIN MAIL
Avaya Inc.	1,974,364	05-14-1996	MLX-16DP
Avaya Inc.	1,816,658	01-18-1994	MLX-20L
Avaya Inc.	1,815,705	01-11-1994	MLX-28D
Avaya Inc.	2,976,430	07-25-2005	MOBILEPATH
Avaya Inc.	2,714,668	05-06-2003	MULTIVANTAGE
Avaya Inc.	2,576,486	06-04-2002	OCTAPLANE
Avaya Inc.	2,000,664	09-17-1996	OCTEL
Avaya Inc.	1,646,475	05-28-1991	PARTNER
Avaya Inc.	1,911,212	08-15-1995	PARTNER MAIL VS
Avaya Inc.	2,628,503	10-01-2002	PREDICTIVE AGENT BLEND
Avaya Inc.	2,034,209	01-28-1997	PREDICTIVE BLEND
Avaya Inc.	2,274,684	08-31-1999	SERENADE
Avaya Inc.	2,278,637	09-21-1999	UNIFIED MESSENGER
Avaya Inc.	2,588,670	07-02-2002	VISUAL MESSENGER
Avaya Inc.	2,629,374	10-01-2002	VOICE@WORK
VPNET Technologies, Inc.	2,276,800	09-07-1999	VPNMANAGER
VPNET Technologies, Inc.	2,420,181	01-09-2001	VPNOS
VPNET Technologies, Inc.	2,250,643	06-01-1999	VPNREMOTE
Avaya Inc.	2,819,744	03-02-2004	VSU
Avaya Inc.	2,632,089	10-08-2002	WWW.MESSENGER

B. Applications:

OWNER	APPLICATION NUMBER	FILING DATE	TRADEMARK
Avaya Inc.	78/809,019	02-07-2006	AVAYA ONE-X

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>FILING DATE</u>	<u>TRADEMARK</u>
Avaya Inc.	78/809,051	02-07-2006	AVAYA ONE-X Stylized
Avaya Inc.	77/155,924	04-13-2007	MAGIC ON HOLD
Avaya Inc.	78/142,638	07-10-2002	SINGLE VIEW
Avaya Inc.	77/234,926	07-20-2007	UCAN