

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Integrated Information Technology Corporation		01/29/2010	CORPORATION: ILLINOIS
Avaya Inc.		01/29/2010	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: DELAWARE

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	2729211	IITC
Registration Number:	3648301	AGILE COMMUNICATION ENVIRONMENT
Registration Number:	2418092	CALLPILOT
Registration Number:	3349489	IDENGINES
Registration Number:	3349580	IGNITION
Registration Number:	1509113	NORSTAR
Registration Number:	3599777	WEB.ALIVE
Registration Number:	2301696	CONTIVITY
Registration Number:	2456966	BAYSTACK
Registration Number:	1342255	MERIDIAN
Registration Number:	1651913	MERIDIAN 1
Registration Number:	1681819	MERIDIAN SL
Registration Number:	2520486	PINGTEL

CH \$365.00 2729211

Registration Number:

2392489

SYMPOSIUM

**CORRESPONDENCE DATA**

Fax Number: (202)408-3141

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

Phone: 800-927-9801 x2348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

273670

NAME OF SUBMITTER:

Jean Paterson

Signature:

/jep/

Date:

02/05/2010

**Total Attachments: 10**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

#### 1. Name of conveying party(ies):

INTEGRATED INFORMATION TECHNOLOGY CORPORATION

- Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: ILLINOIS  
 Other \_\_\_\_\_

Citizenship (see guidelines) USA - ILLINOIS

Additional names of conveying parties attached?  Yes  No

#### 3. Nature of conveyance /Execution Date(s) :

Execution Date(s) January 29, 2010

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

#### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Citicorp USA, Inc., as Administrative Agent

Internal

Address: \_\_\_\_\_

Street Address: 388 Greenwich Street

City: New York

State: NY

Country: USA      Zip: 10013

- Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship USA-Delaware  
 Other \_\_\_\_\_      Citizenship \_\_\_\_\_

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)

#### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

NONE

B. Trademark Registration No.(s)

See EXHIBIT A attached hereto.

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Maureen P. Murphy, Legal Assistant

Internal Address: CAHILL GORDON & REINDEL LLP

Street Address: 80 Pine Street

City: New York

State: NY      Zip: 10005

Phone Number: 212-701-3283

Fax Number: 212-378-2440

Email Address: mmurphy@cahill.com

#### 6. Total number of applications and registrations involved:

14

#### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

#### 8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

#### 9. Signature:

Maureen P. Murphy  
Signature

February 1, 2010

Date

MAUREEN P. MURPHY

(2nd ABL)

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**ITEM 1 (cont'd)**  
**to Trademarks Recordation Form Cover Sheet**


**Additional Conveying Parties**


<u>Entity</u>	<u>Jurisdiction of Organization</u>	<u>Type of Entity</u>
Avaya Inc.	Delaware	Corporation

**Exhibit A**

**Item 4 to Trademark Cover Sheet**

**UNITED STATES Trademarks, Service Marks and Trademark Applications**

<b>Owner</b>	<b>Trademark or Service Mark</b>	<b>Date Granted</b>	<b>Registration No. and Jurisdiction</b>
INTEGRATED INFORMATION TECHNOLOGY CORPORATION		24-Jun-03	2729211

<b>TRADEMARK</b>	<b>OWNER</b>	<b>APP. NUMBER</b>	<b>APP. DATE</b>	<b>REGN NUMBER</b>	<b>REGN DATE</b>	<b>STATUS</b>
AGILE COMMUNICATION ENVIRONMENT	Avaya Inc.	77344859	12/5/2007	3648301	6/30/2009	Registration
CALLPILOT	Avaya Inc.	75558984	9/25/1998	2418092	1/2/2001	Registration
IDENGINES	Avaya Inc.	78585760	3/11/2005	3349489	12/4/2007	Registration
IGNITION	Avaya Inc.	78651210	6/15/2005	3349580	12/4/2007	Registration
NORSTAR (design mark): 	Avaya Inc.	73718691	3/25/1988	1509113	10/18/1988	Registration
WEB.ALIVE	Avaya Inc.	77375183	1/18/2008	3312009	3599777	Registration
CONTIVITY	Avaya Inc.	75499518	6/10/1998	2301696	12/21/1999	Registration
BAYSTACK	Avaya Inc.	75873511	12/17/1999	2456966	6/5/2001	Registration
MERIDIAN	Avaya Inc.	73485520	6/18/1984	1342255	6/18/1985	Registration
MERIDIAN 1	Avaya Inc.	74035326	3/6/1990	1651913	7/23/1991	Registration
MERIDIAN SL	Avaya Inc.	74062291	5/24/1990	1681819	4/7/1992	Registration
PINGTEL	Avaya Inc.	75442714	3/2/1998	2520486	12/18/2001	Registration
SYMPOSIUM	Avaya Inc.	75193759	11/5/1996	2392489	10/10/2000	Registration

TRADEMARK SECURITY AGREEMENT  
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT, dated as of January 29, 2010 among SIERRA HOLDINGS CORP. (“**Holdings**”), AVAYA, INC. (the “**Parent Borrower**”), certain Subsidiaries of the Parent Borrower from time to time party hereto and CITICORP USA, INC., 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 [CF Secured Parties] (as each such term is defined in the Intercreditor Agreement), the provisions of the Intercreditor Agreement shall control.

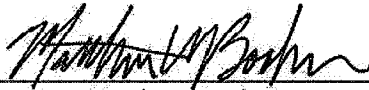
Section 6. Representations and Warranties. Holdings and the Borrowers jointly and severally represent and warrant, as to themselves and the other Grantors, to the Administrative Agent and the Secured Parties, that a true and correct list of all of the existing material Trademark Collateral consisting 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: Treasurer

Signature Page for  
Trademark Security Agreement



CITICORP USA, INC., as Administrative Agent

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

Name: \_\_\_\_\_  
Title: **Brendan Mackay**  
Vice President

Signature Page for  
Trademark Security Agreement

**TRADEMARK**  
**REEL: 004144 FRAME: 0621**

**ANNEX A**




**Subsidiary Borrowers**


Integrated Information Technology Corporation


Avaya Government Solutions Inc.

Schedule I to  
Trademark Security Agreement Supplement

UNITED STATES Trademarks, Service Marks and Trademark Applications

Owner	Trademark or Service Mark	Date Granted	Registration No. and Jurisdiction
INTEGRATED INFORMATION TECHNOLOGY CORPORATION		24-Jun-03	2729211
INTEGRATED INFORMATION TECHNOLOGY CORPORATION	SECURECENTER	(Abandoned)	(Abandoned)
Avaya Government Solutions Inc.	PEC		2431404 (Cancelled 12/1/2007)
Avaya Government Solutions Inc.	PEC (& design) 		2433410 (Cancelled 12/8/2007)
Avaya Government Solutions Inc.	PEC.COM		2431403 (Cancelled 12/1/2007)
Avaya Government Solutions Inc.	PEC.COM (& design): 		2433414 (Cancelled 12/8/2007)
Avaya Government Solutions Inc.	PEC SOLUTIONS (& design): 		2433415 (Cancelled 12/8/2007)
Avaya Government Solutions Inc.	WEB-ENABLING GOVERNMENT		2432411 (Cancelled 12/1/2007)
Avaya Government Solutions Inc.	PEC.COM WEB-ENABLING		2452899 (Cancelled 3/1/2008)

	GOVERNMENT (& design): 		
Avaya Inc.	WI-FONE	(Abandoned)	(Abandoned)
Avaya Inc.	DIRECTMIXER	24-Sep-02 (Cancelled)	2625228 (Cancelled)

<i>TRADEMARK</i>	<i>OWNER</i>	<i>APP. NUMBER</i>	<i>APP. DATE</i>	<i>REGN NUMBER</i>	<i>REGN DATE</i>	<i>STATUS</i>
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CONTIVITY	Avaya Inc.	75499518	6/10/1998	2301696	12/21/1999	Registration
BAYSTACK	Avaya Inc.	75873511	12/17/1999	2456966	6/5/2001	Registration
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PINGTEL	Avaya Inc.	75442714	3/2/1998	2520486	12/18/2001	Registration
SYMPOSIUM	Avaya Inc.	75193759	11/5/1996	2392489	10/10/2000	Registration