

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Nortel Networks Limited		12/18/2009	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Avaya Inc.		
<b>Street Address:</b>	211 Mount Airy Road		
<b>City:</b>	Basking Ridge		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07920		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2418092	CALLPILOT	
Registration Number:	1509113	NORSTAR	
Registration Number:	3599777	WEB.ALIVE	
Registration Number:	3648301	AGILE COMMUNICATION ENVIRONMENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(908)953-5408		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	binns@avaya.com		
<b>Correspondent Name:</b>	Russell W. Binns, Jr.		
<b>Address Line 1:</b>	211 Mount Airy Road		
<b>Address Line 2:</b>	Room 3C822		
<b>Address Line 4:</b>	Basking Ridge, NEW JERSEY 07920		
<b>ATTORNEY DOCKET NUMBER:</b>	NORTECLASSIG 01		
<b>NAME OF SUBMITTER:</b>	Russell W. Binns, Jr.		

CH \$115.00 2418092

Signature:	/russ binns/
Date:	09/20/2010
<b>Total Attachments: 10</b> source=Nortel Networks Ltd - Avaya Inc 12-18-2009#page1.tif source=Nortel Networks Ltd - Avaya Inc 12-18-2009#page2.tif source=Nortel Networks Ltd - Avaya Inc 12-18-2009#page3.tif source=Nortel Networks Ltd - Avaya Inc 12-18-2009#page4.tif source=Nortel Networks Ltd - Avaya Inc 12-18-2009#page5.tif source=Nortel Networks Ltd - Avaya Inc 12-18-2009#page6.tif source=Nortel Networks Ltd - Avaya Inc 12-18-2009#page7.tif source=Nortel Networks Ltd - Avaya Inc 12-18-2009#page8.tif source=Nortel Networks Ltd - Avaya Inc 12-18-2009#page9.tif source=Nortel Networks Ltd - Avaya Inc 12-18-2009#page10.tif	

## **TRADEMARK AND DOMAIN NAME ASSIGNMENT**

This TRADEMARK ASSIGNMENT (“Assignment”) is entered into as of December 18, 2009, by Nortel Networks Limited, a corporation organized under the laws of Canada (“Assignor”) in favor of Avaya Inc., a corporation organized under the laws of Delaware (“Assignee”).

WHEREAS, Assignor and Assignee are parties to the Amended and Restated Asset and Share Sale Agreement, dated September 14, 2009 (the “Purchase Agreement”) pursuant to which Assignor has sold, and Assignee has purchased, certain assets of Assignor, including, without limitation, the trademark registrations and applications for registration therefor identified and set forth on Schedule A attached hereto, and all goodwill associated therewith (such trademark registrations and applications, the “Marks”) and the domain names listed on Schedule B attached hereto (the “Domain Names”); and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all worldwide right, title and interest in and to the Domain Names and the Marks and all goodwill associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby agrees:

1. Assignor hereby irrevocably sells, transfers, assigns, conveys and delivers to Assignee, all of Assignor’s right, title and interest in, to and under the Marks and the Domain Names, including the registrations and registration applications therefor and all common law rights therein, together with the goodwill associated therewith, for the United States and for all foreign countries, including, without limitation, any other applications that may arise under any international convention therefrom or registrations that may arise from any of the foregoing, and any renewals and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with (A) all income, royalties, damages and payments due or payable after the date hereof relating to the Marks and Domain Names, except for (x) any income, royalties, damages from claims asserted prior to the date hereof or payment obligations accrued for periods prior to the date hereof, whether or not due or payable after the date hereof, and (y) any income or royalties payable under any contract, arrangement or agreement other than the Assigned Contracts (as such term is defined in the Purchase Agreement); (B) the right, if any, to register, prosecute, maintain and defend the Marks and Domain Names before any public or private agency or registrar; and (C) the right to sue and recover damages or other compensation for past or future infringements or misappropriations thereof, the right to sue and obtain equitable relief in respect of such infringements or misappropriations and the right to fully and entirely stand in the place of the Assignors in all matters related thereto.


2. Assignor hereby requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Marks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.
3. Assignor shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as Assignee or any such other person or entity may reasonably request (including, without limitation, execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required) in connection with effectuating and implementing this Assignment and perfecting Assignee's title in, to and under the Marks and Domain Names.
4. If Assignor shall fail, after reasonable notice from Assignee, to execute any documents or to take such other steps as required by Section 3 above, Assignor hereby constitutes and appoints Assignee the true and lawful attorney of Assignor to act as Assignor's attorney-in-fact solely for the purpose of executing any such documents and taking all such other steps in connection with effectuating and implementing this Assignment and perfecting Assignee's title in, to and under the Marks and Domain Names.
5. This Assignment shall be governed by the governing law provision of the Purchase Agreement.
6. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
7. Notwithstanding any other provision of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, merge with, modify, replace, amend change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions set forth in the Purchase Agreement nor shall this Assignment reduce, expand or enlarge any remedies under the Purchase Agreement.

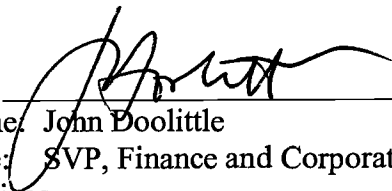
END OF PAGE  
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

**ASSIGNOR**

**NORTEL NETWORKS LIMITED**

By:   
Name: Anna Ventresca  
Title: General Counsel-Corporate and  
Corporate Secretary  
Address: 5945 Airport Road, Suite 360,  
Mississauga, Ontario, L4V 1R9 Canada

By:   
Name: John Doolittle  
Title: SVP, Finance and Corporate  
Services  
Address: 5945 Airport Road, Suite 360,  
Mississauga, Ontario, L4V 1R9 Canada

**Acknowledgment:**

**ASSIGNEE**

**AVAYA INC.**

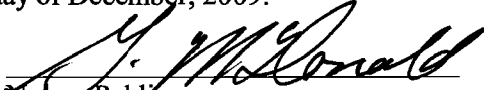
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

NOTARIZATION PAGE FOLLOWS

CITY OF MISSISSAUGA        )  
  )  
PROVINCE OF ONTARIO        )

Before me, the undersigned, a notary public in and for said County and State, personally appeared Anna Ventresca and John Doolittle, authorized representatives of Nortel Networks Limited, a Canadian corporation, who acknowledged the execution of the foregoing Trademark and Domain Name Assignment to be his voluntary act and deed on behalf of said company.

WITNESS MY HAND AND SEAL THIS 18 day of December, 2009.

  
Notary Public

Printed: Grace McDonald

My Commission Expires: N/A

STATE OF \_\_\_\_\_ )  
  )  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned, a notary public in and for said County and State, personally appeared \_\_\_\_\_, an authorized representative of Avaya Inc, a Delaware corporation, who acknowledged the execution of the foregoing Trademark and Domain Name Assignment to be his voluntary act and deed on behalf of said company.

WITNESS MY HAND AND SEAL THIS \_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public

Printed: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

ASSIGNOR


NORTEL NETWORKS LIMITED

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Acknowledgment:

ASSIGNEE

AVAYA INC.

By:   
Name: Pamela Craven  
Title: Chief Administrative Officer  
Address: Basking Ridge, NJ USA

NOTARIZATION PAGE FOLLOWS

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned, a notary public in and for said County and State, personally appeared \_\_\_\_\_, an authorized representative of Nortel Networks Limited, a Canadian corporation, who acknowledged the execution of the foregoing Trademark and Domain Name Assignment to be his voluntary act and deed on behalf of said company.

WITNESS MY HAND AND SEAL THIS \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public

Printed: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF New Jersey )  
 )  
COUNTY OF Somerset )

Before me, the undersigned, a notary public in and for said County and State, personally appeared Parvata Craven, an authorized representative of Avaya Inc, a Delaware corporation, who acknowledged the execution of the foregoing Trademark and Domain Name Assignment to be his voluntary act and deed on behalf of said company.

WITNESS MY HAND AND SEAL THIS 1<sup>st</sup> day of February, 2009.

Christine Tettemer  
Notary Public

Printed: Christine Tettemer

My Commission Expires: 9/23/14

CHRISTINE TETTEMER  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES SEPT. 23, 2014



**Schedule A**  
**to Trademark Assignment**

<i>TRADEMARK</i>	<i>COUNTRY</i>	<i>OWNER</i>	<i>APP. NUMBER</i>	<i>APP. DATE</i>	<i>REGN NUMBER</i>	<i>REGN DATE</i>	<i>STATUS</i>
AGILE COMMUNICATION ENVIRONMENT	Canada	Nortel Networks Limited	1374993	12/6/2007			Application
AGILE COMMUNICATION ENVIRONMENT	United States	Nortel Networks Limited	77344859	12/5/2007			Application
BCM		Nortel Networks Limited					Unregistered
BUSINESS COMMUNICATION MANAGER		Nortel Networks Limited					Unregistered
CALLPILOT	Canada	Nortel Networks Limited	891540		548206	7/17/2001	Registration
CALLPILOT	CTM	Nortel Networks Limited	001449024		001449024	1/8/2001	Registration
CALLPILOT	United States	Nortel Networks Limited	75558984		2418092	1/2/2001	Registration
IDENGINES	United States	Nortel Networks Inc.	78585760	3/11/2005	3349489	12/4/2007	Registration
IGNITION	United States	Nortel Networks Inc.	78651210	6/15/2005	3349580	12/4/2007	Registration
NORSTAR	Algeria	Nortel Networks Limited	262		055957	4/4/1989	Registration
NORSTAR	Austria	Nortel Networks Limited	AM 1787/88		123016	12/15/1988	Registration
NORSTAR	Benelux	Nortel Networks Limited	63092		443459	5/3/1988	Registration
NORSTAR	Canada	Nortel Networks Limited	580165		350768	2/3/1989	Registration
NORSTAR	Cyprus	Nortel Networks Limited	30724		30724	3/28/1989	Registration
NORSTAR	Ecuador	Nortel Networks Limited	84799		3027-99	12/23/1999	Registration
NORSTAR	Greece	Nortel Networks Limited	94125		94125	6/8/1989	Registration
NORSTAR	Guatemala	Nortel Networks Limited	27066 07479		91986 folio 293 tomo 195	11/23/1998	Registration
NORSTAR	Guatemala	Nortel Networks Limited	27067 07480		119532 Folio 299 Tomo 256	8/22/2002	Registration
NORSTAR	Guatemala	Nortel Networks Limited	036518 07478		96549 folio 347, tomo 204	7/5/1999	Registration
NORSTAR	Honduras	Nortel Networks Limited			68874, tomo 69 folio 290	5/29/1997	Registration
NORSTAR	Iran	Nortel Networks Limited	95373		64208	3/18/1989	Registration

<i>TRADEMARK</i>	<i>COUNTRY</i>	<i>OWNER</i>	<i>APP. NUMBER</i>	<i>APP. DATE</i>	<i>REGN NUMBER</i>	<i>REGN DATE</i>	<i>STATUS</i>
NORSTAR	Lebanon	Nortel Networks Limited			53930	3/6/1990	Registration
NORSTAR	Morocco	Nortel Networks Limited	42769		42769	4/3/1989	Registration
NORSTAR	Qatar	Nortel Networks Limited	7275		7275	4/9/1989	Registration
NORSTAR	Russian Federation	Nortel Networks Limited	94040557		141265	3/30/1996	Registration
NORSTAR	United Kingdom	Nortel Networks Limited	1366882		1366882	12/14/1988	Registration
NORSTAR (denominación)	Bolivia	Nortel Networks Limited	8511 No. 001475		73979-C	8/4/1999	Registration
NORSTAR (design mark)	Aruba	Nortel Networks Limited			12776	3/6/1989	Registration
NORSTAR (design mark)	Bahamas	Nortel Networks Limited	12902		12902	4/28/1988	Registration
NORSTAR (design mark)	Bahrain	Nortel Networks Limited	313/89		12436	4/22/1989	Registration
NORSTAR (design mark)	Barbados	Nortel Networks Limited			811760(81/1760)	6/1/1988	Registration
NORSTAR (design mark)	Bermuda	Nortel Networks Limited	20289		20289	2/6/1989	Registration
NORSTAR (design mark)	Brazil	Nortel Networks Limited	815051530		815051530	7/16/1991	Registration
NORSTAR (design mark)	Colombia	Nortel Networks Limited	92288971		145071	9/29/1993	Registration
NORSTAR (design mark)	Colombia	Nortel Networks Limited	92285311		132234	9/27/1990	Registration
NORSTAR (design mark)	Colombia	Nortel Networks Limited	92285312		194114	5/12/1995	Registration
NORSTAR (design mark)	Costa Rica	Nortel Networks Limited			69892	4/28/1989	Registration
NORSTAR (design mark)	Denmark	Nortel Networks Limited	01499/89		VR 04779 1992	6/5/1992	Registration
NORSTAR (design mark)	Egypt, Arab Republic of	Nortel Networks Limited	73912		73912	2/22/1989	Registration
NORSTAR (design mark)	Finland	Nortel Networks Limited	639/89		111965	5/20/1991	Registration
NORSTAR (design mark)	France	Nortel Networks Limited	938588		1474394	7/1/1988	Registration
NORSTAR (design mark)	Germany	Nortel Networks Limited	N21587/9		1183748	2/13/1992	Registration
NORSTAR (design mark)	Ireland	Nortel Networks Limited	127263		127263	5/2/1988	Registration
NORSTAR (design mark)	Italy	Nortel Networks Limited	MI2008C 010798		Formerly 00846481		Application
NORSTAR (design mark)	Jamaica	Nortel Networks Limited	9/1106		25186	6/7/1988	Registration
NORSTAR (design mark)	Mexico	Nortel Networks Limited	70357		520359	4/16/1996	Registration

<i>TRADEMARK</i>	<i>COUNTRY</i>	<i>OWNER</i>	<i>APP. NUMBER</i>	<i>APP. DATE</i>	<i>REGN NUMBER</i>	<i>REGN DATE</i>	<i>STATUS</i>
NORSTAR (design mark)	Netherlands Antilles	Nortel Networks Limited	15213		05851	2/20/1989	Registration
NORSTAR (design mark)	Norway	Nortel Networks Limited	890053		148598	1/16/1992	Registration
NORSTAR (design mark)	Panama	Nortel Networks Limited	050875		50875	2/26/1990	Registration
NORSTAR (design mark)	Portugal	Nortel Networks Limited	248239		248239	4/30/1992	Registration
NORSTAR (design mark)	Saint Lucia	Nortel Networks Limited			3 of 1989	1/14/1989	Registration
NORSTAR (design mark)	Saudi Arabia	Nortel Networks Limited	8731		209/53	4/1/1989	Registration
NORSTAR (design mark)	Sweden	Nortel Networks Limited	88-11316		248246	4/16/1993	Registration
NORSTAR (design mark)	Switzerland	Nortel Networks Limited	3676		363450	5/26/1988	Registration
NORSTAR (design mark)	Syria	Nortel Networks Limited	45613		38796	6/7/1989	Registration
NORSTAR (design mark)	Trinidad & Tobago	Nortel Networks Limited	17580		17580	5/31/1988	Registration
NORSTAR (design mark)	Tunisia	Nortel Networks Limited	EE890319		EE.89.0319	4/14/1989	Registration
NORSTAR (design mark)	Turkey	Nortel Networks Limited	19332		114600	4/7/1989	Registration
NORSTAR (design mark)	United States	Nortel Networks Limited	73718691		1509113	10/18/1988	Registration
NORSTAR (design mark)	Venezuela	Nortel Networks Limited	1996-011829 (11829-96)		P-236560	12/7/2001	Registration
WEB.ALIVE	Canada	Nortel Networks Limited	1379996	1/21/2008			Application – opposed by Web Alive Pty Ltd (of Australia)
WEB.ALIVE	CTM	Nortel Networks Limited	006595953	1/18/2008			Application
WEB.ALIVE	United States	Nortel Networks Limited	77/375183	1/18/2008			Application

**Schedule B**  
**to Trademark Assignment**

Domain Name	Expires	Registrant	Registrar
callpilot.com	1/24/11	Nortel Networks Limited	GoDaddy
diamondware.com	9/13/16	Nortel Networks Limited	Network Solutions
DW.COM	12/6/14	Nortel Networks	GoDaddy
IDENGINES.COM	1/13/11	Nortel Networks	GoDaddy
IDENGINES.NET	8/12/09	Nortel Networks	GoDaddy
IDENTITYENGINES.COM	2/11/10	Nortel Networks	GoDaddy
IDENTITYENGINES.NET	2/11/10	Nortel Networks	GoDaddy
innovativecommunicationsalliance.com	7/13/11	Nortel Networks Limited	Network Solutions
norstarphones.com	1/13/10	Nortel Networks Limited	Network Solutions
periphonics.com	12/25/12	Nortel Networks Limited	Network Solutions
pingtel.com	4/3/13	Nortel Networks Limited	Network Solutions
scs500demo.com	2/27/11	Nortel Networks	Omnis Network, LLC