

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|--|---------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Nortel Networks Limited | | 12/18/2009 | CORPORATION: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | Avaya Holdings Limited | | |
| Street Address: | The Atrium, Block A, Blackthorn Road | | |
| City: | Dublin | | |
| State/Country: | IRELAND | | |
| Entity Type: | COMPANY: IRELAND | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2301696 | CONTIVITY | |
| Registration Number: | 2456966 | BAYSTACK | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (908)953-5408 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Email: | binns@avaya.com | | |
| Correspondent Name: | Russell W. Binns, Jr. | | |
| Address Line 1: | 211 Mount Airy Road | | |
| Address Line 2: | Room 3C822 | | |
| Address Line 4: | Basking Ridge, NEW JERSEY 07920 | | |
| ATTORNEY DOCKET NUMBER: | NORTELASSIG 02 | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | Russell W. Binns, Jr. | | |
| Address Line 1: | 211 Mount Airy Road | | |
| Address Line 2: | Room 3C822 | | |
| Address Line 4: | Basking Ridge, NEW JERSEY 07920 | | |

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TRADEMARK

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REEL: 004281 FRAME: 0474

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|---|-----------------------|
| NAME OF SUBMITTER: | Russell W. Binns, Jr. |
| Signature: | /russ binns/ |
| Date: | 09/20/2010 |
| Total Attachments: 10 source=Nortel Networks Ltd - Avaya Holdings Ltd 12-18-2009#page1.tif source=Nortel Networks Ltd - Avaya Holdings Ltd 12-18-2009#page2.tif source=Nortel Networks Ltd - Avaya Holdings Ltd 12-18-2009#page3.tif source=Nortel Networks Ltd - Avaya Holdings Ltd 12-18-2009#page4.tif source=Nortel Networks Ltd - Avaya Holdings Ltd 12-18-2009#page5.tif source=Nortel Networks Ltd - Avaya Holdings Ltd 12-18-2009#page6.tif source=Nortel Networks Ltd - Avaya Holdings Ltd 12-18-2009#page7.tif source=Nortel Networks Ltd - Avaya Holdings Ltd 12-18-2009#page8.tif source=Nortel Networks Ltd - Avaya Holdings Ltd 12-18-2009#page9.tif source=Nortel Networks Ltd - Avaya Holdings Ltd 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 Holdings Limited, a corporation organized under the laws of Bermuda ("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.

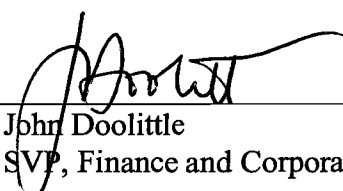
END OF PAGE
SIGNATURE PAGE FOLLOWS

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 HOLDINGS LTD.


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 Holdings Ltd., a Bermuda 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 HOLDINGS ~~LLP~~ LIMITED

By: Pamela Craven
Name: Pamela Craven
Title: Attorney-in-fact
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)

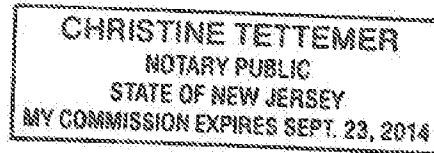
Before me, the undersigned, a notary public in and for said County and State, personally appeared Pamela Crowen, an authorized representative of Avaya Holdings ~~Inc.~~ ^{LLC}, a Bermuda corporation, who acknowledged the execution of the foregoing Trademark and Domain Name Assignment to be his voluntary act and deed on behalf of said company.

WITNESS MY HAND AND SEAL THIS 1st day of February, 2009

Christine Tettemer
Notary Public

Printed: Christine Tettemer

My Commission Expires: 9/23/14



Schedule A
to Trademark Assignment

| TRADEMARK | COUNTRY | OWNER | STATUS | Status |
|---------------------------------|-----------------------------------|-------------------------|--------------|--------|
| AGILE COMMUNICATION ENVIRONMENT | Australia | Nortel Networks Limited | Application | Active |
| AGILE COMMUNICATION ENVIRONMENT | China | Nortel Networks Limited | Application | Active |
| AGILE COMMUNICATION ENVIRONMENT | China | Nortel Networks Limited | Application | Active |
| AGILE COMMUNICATION ENVIRONMENT | India | Nortel Networks Limited | Application | Active |
| AGILE COMMUNICATION ENVIRONMENT | Japan | Nortel Networks Limited | Application | Active |
| AGILE COMMUNICATION ENVIRONMENT | New Zealand | Nortel Networks Limited | Application | Active |
| CALLPILOT | Australia | Nortel Networks Limited | Registration | Active |
| CALLPILOT | China, People's Republic of (PRC) | Nortel Networks Limited | Registration | Active |
| CALLPILOT | Hong Kong | Nortel Networks Limited | Registration | Active |
| CALLPILOT | Japan | Nortel Networks Limited | Registration | Active |
| CALLPILOT | Korea | Nortel Networks Limited | Registration | Active |
| CALLPILOT | New Zealand | Nortel Networks Limited | Registration | Active |
| CALLPILOT | Singapore | Nortel Networks Limited | Registration | Active |
| CALLPILOT | Taiwan (R.O.C.) | Nortel Networks Limited | Registration | Active |
| CALLPILOT | Taiwan (R.O.C.) | Nortel Networks Limited | Registration | Active |
| NORSTAR | Australia | Nortel Networks Limited | Registration | Active |
| NORSTAR | Korea | Nortel Networks Limited | Registration | Active |
| NORSTAR (design mark) | China, People's Republic of (PRC) | Nortel Networks Limited | Registration | Active |
| NORSTAR (design mark) | Hong Kong | Nortel Networks Limited | Registration | Active |
| NORSTAR (design mark) | India | Nortel Networks Limited | Registration | Active |
| NORSTAR (design mark) | Korea | Nortel Networks Limited | Registration | Active |
| NORSTAR (design mark) | Malaysia | Nortel Networks Limited | Registration | Active |

| | | | | |
|------------------------|-----------------------------------|-------------------------|--------------|---------|
| NORSTAR (design mark) | New Zealand | Nortel Networks | Registration | Active |
| NORSTAR (design mark) | Pakistan | Nortel Networks Limited | Registration | Active |
| NORSTAR (design mark) | Singapore | Nortel Networks Limited | Registration | Active |
| NORSTAR (design mark) | Taiwan (R.O.C.) | Nortel Networks Limited | Registration | Active |
| NORSTAR (design mark) | Thailand | Nortel Networks Limited | Registration | Active |
| WEB.ALIVE | China | Nortel Networks Limited | Application | Active |
| WEB.ALIVE | India | Nortel Networks Limited | Application | Active |
| WEB.ALIVE | Japan | Nortel Networks Limited | Application | Active |
| MERIDIAN | Australia | Nortel Networks Limited | Registration | Retired |
| MERIDIAN | China, People's Republic of (PRC) | Nortel Networks Limited | Registration | Retired |
| MERIDIAN | Hong Kong | Nortel Networks Limited | Registration | Retired |
| MERIDIAN | India | Nortel Networks Limited | Registration | Retired |
| MERIDIAN | Japan | Nortel Networks Limited | Registration | Retired |
| MERIDIAN | Korea | Nortel Networks Limited | Registration | Retired |
| MERIDIAN | Malaysia | Nortel Networks Limited | Registration | Retired |
| MERIDIAN | New Zealand | Nortel Networks Limited | Registration | Retired |
| MERIDIAN | Pakistan | Nortel Networks Limited | Registration | Retired |
| MERIDIAN | Philippines | Nortel Networks Limited | Registration | Retired |
| MERIDIAN | Singapore | Nortel Networks Limited | Registration | Retired |
| MERIDIAN | Vietnam | Nortel Networks Limited | Registration | Retired |
| MERIDIAN (design mark) | Taiwan (R.O.C.) | Nortel Networks Limited | Registration | Retired |
| MERIDIAN 1 | Australia | Nortel Networks Limited | Registration | Retired |
| MERIDIAN 1 | China, People's Republic of (PRC) | Nortel Networks Limited | Registration | Retired |
| MERIDIAN 1 | Hong Kong | Nortel Networks Limited | Registration | Retired |
| MERIDIAN 1 | Japan | Nortel Networks Limited | Registration | Retired |
| MERIDIAN 1 | Korea | Nortel Networks Limited | Registration | Retired |
| MERIDIAN 1 | Malaysia | Nortel Networks Limited | Registration | Retired |
| MERIDIAN 1 | New Zealand | Nortel Networks Limited | Registration | Retired |
| MERIDIAN 1 | Philippines | Nortel Networks Limited | Registration | Retired |
| MERIDIAN 1 | Singapore | Nortel Networks Limited | Registration | Retired |
| MERIDIAN 1 | Thailand | Nortel Networks Limited | Registration | Retired |
| MERIDIAN NORSTAR | Korea | Nortel Networks Limited | Registration | Retired |
| MERIDIAN SL | Taiwan (R.O.C.) | Nortel Networks Limited | Registration | Retired |
| MERIDIAN SL-1 | Korea | Nortel Networks Limited | Registration | Retired |

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|---------------|-----------------------------------|-------------------------|--------------|---------|
| MERIDIAN SL-1 | New Zealand | Nortel Networks Limited | Registration | Retired |
| SYMPOSIUM | China (PRC) | Nortel Networks Limited | Registration | Retired |
| SYMPOSIUM | Hong Kong | Nortel Networks Limited | Registration | Retired |
| SYMPOSIUM | India | Nortel Networks Limited | Registration | Retired |
| SYMPOSIUM | Japan | Nortel Networks Limited | Registration | Retired |
| SYMPOSIUM | Korea | Nortel Networks Limited | Registration | Retired |
| CONTIVITY | Argentina | Nortel Networks Limited | Registration | Active |
| CONTIVITY | Brazil | Nortel Networks Inc. | Registration | Active |
| CONTIVITY | Canada | Nortel Networks Limited | Registration | Active |
| CONTIVITY | Chile | Nortel Networks NA Inc. | Registration | Active |
| CONTIVITY | China, People's Republic of (PRC) | Nortel Networks Limited | Registration | Active |
| CONTIVITY | Colombia | Nortel Networks Limited | Registration | Active |
| CONTIVITY | Finland | Nortel Networks Limited | Registration | Active |
| CONTIVITY | Hong Kong | Nortel Networks Limited | Registration | Active |
| CONTIVITY | Israel | Nortel Networks NA Inc. | Registration | Active |
| CONTIVITY | Japan | Nortel Networks Limited | Registration | Active |
| CONTIVITY | Korea | Nortel Networks Limited | Registration | Active |
| CONTIVITY | New Zealand | Nortel Networks Inc | Registration | Active |
| CONTIVITY | Portugal | Nortel Networks Inc. | Registration | Active |
| CONTIVITY | Sweden | Nortel Networks Limited | Registration | Active |
| CONTIVITY | Taiwan (R.O.C.) | Nortel Networks Limited | Registration | Active |
| CONTIVITY | United States | Nortel Networks Limited | Registration | Active |
| CONTIVITY | Venezuela | Nortel Networks NA Inc | Registration | Active |
| BAYSTACK | Canada | Nortel Networks Limited | Registration | Retired |
| BAYSTACK | CTM | Nortel Networks Limited | Registration | Retired |
| BAYSTACK | United States | Nortel Networks Limited | Registration | Retired |

Schedule B
to Trademark Assignment

| Domain Name | Expires | Registrant | Registrar |
|--------------|---------|-------------------------|-------------------|
| baystack.com | 5/22/11 | Nortel Networks Limited | Network Solutions |