

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
Avaya, Inc.		02/11/2011	CORPORATION: DELAWARE
VPNet Technologies, Inc.		02/11/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon Trust Company, NA, as Notes Collateral Agent
Street Address:	525 William Penn Place
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15259
Entity Type:	National Association: NEW YORK

PROPERTY NUMBERS Total: 62

Property Type	Number	Word Mark
Registration Number:	2955696	ACA
Registration Number:	2944730	ACE
Registration Number:	2929557	ACS
Registration Number:	3180176	ADOMO
Registration Number:	3648301	AGILE COMMUNICATION ENVIRONMENT
Registration Number:	2074241	ARIA
Registration Number:	1689940	AUDIX
Registration Number:	3012163	AUTHENTIC AVAYA
Registration Number:	2696985	AVAYA
Registration Number:	3507805	AVAYA
Registration Number:	2697002	AVAYA
Registration Number:	3871137	AVAYA AURA
Registration Number:	3411046	AVAYA ONE-X

OP \$1565.00 2955696

Registration Number:	3411047	AVAYA ONE-X
Registration Number:	2456966	BAYSTACK
Registration Number:	1583412	CALLMASTER
Registration Number:	2418092	CALLPILOT
Registration Number:	1820466	CALLVISOR
Registration Number:	1762626	CAMPAIGN DIRECTOR
Registration Number:	3000547	COMPAS
Registration Number:	2301696	CONTIVITY
Registration Number:	1786298	EXPERT CALLING
Registration Number:	3038380	EXPERT VIEW
Registration Number:	2547570	GUIDE BUILDER
Registration Number:	3349489	IDENGINES
Registration Number:	3349580	IGNITION
Registration Number:	1786300	INTELLIGENT CALL BLENDING
Registration Number:	2858178	INTUITY
Registration Number:	1372962	MAGIC ON HOLD
Registration Number:	2054241	MAGIC ON HOLD
Registration Number:	3394289	MAGIC ON HOLD
Registration Number:	3035694	MEETING EXCHANGE
Registration Number:	1342255	MERIDIAN
Registration Number:	1651913	MERIDIAN 1
Registration Number:	1681819	MERIDIAN SL
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:	1509113	NORSTAR
Registration Number:	2000664	OCTEL
Registration Number:	1646475	PARTNER
Registration Number:	1911212	PARTNER MAIL VS
Registration Number:	2520486	PINGTEL
Registration Number:	2628503	PREDICTIVE AGENT BLEND

Registration Number:	2034209	PREDICTIVE BLEND
Registration Number:	2274684	SERENADE
Registration Number:	3473571	SINGLE VIEW
Registration Number:	2392489	SYMPOSIUM
Registration Number:	3680377	UCAN
Registration Number:	2588670	VISUAL MESSENGER
Registration Number:	2420181	VPNOS
Registration Number:	2250643	VPNREMOTE
Registration Number:	3599777	WEB.ALIVE
Registration Number:	2632089	WWW.MESSENGER
Serial Number:	77865711	AVAYA CONNECT
Serial Number:	77865725	AVAYA CONNECT
Serial Number:	85014511	AVAYA FLARE
Serial Number:	85092849	DIGIVOICE

CORRESPONDENCE DATA

Fax Number: (800)516-6304
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 614-280-3566
Email: James.Murray@wolterskluwer.com
Correspondent Name: James Murray
Address Line 1: 4400 Easton Commons Way, Suite 125
Address Line 2: CT Corporation
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Sakina Karkat

Signature: /Sakina Karkat/

Date: 02/18/2011

Total Attachments: 8
source=TRADEMARK-AVAYA#page1.tif
source=TRADEMARK-AVAYA#page2.tif
source=TRADEMARK-AVAYA#page3.tif
source=TRADEMARK-AVAYA#page4.tif
source=TRADEMARK-AVAYA#page5.tif
source=TRADEMARK-AVAYA#page6.tif
source=TRADEMARK-AVAYA#page7.tif
source=TRADEMARK-AVAYA#page8.tif

TRADEMARK SECURITY AGREEMENT
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT, dated as of February 11, 2011 among AVAYA, INC. (the “**Company**”), certain Subsidiaries of the Company from time to time party hereto and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Notes Collateral Agent for the Secured Parties (as defined below).

Reference is made to the Pledge and Security Agreement dated as of February 11, 2011 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Company, certain Subsidiaries of the Company from time to time party thereto and the Notes Collateral Agent. The Secured Parties’ agreements in respect of the Notes are set forth in the Indenture dated as of February 11, 2011 (as amended, supplemented or otherwise modified from time to time, the “**Indenture**”), among the Company, The Bank of New York Mellon Trust Company, N.A., as Notes Collateral Agent and trustee (the “**Trustee**”) for the benefit of the holders of the Notes. Each of the Subsidiaries party hereto is an affiliate of the Company and will derive substantial benefits from the issuance of the Notes by the Company pursuant to the Indenture and is willing to execute and deliver this Agreement in order to induce the Holders to purchase the Notes. 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.

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 Notes Collateral 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 Notes Collateral 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 Agree-

ment. Additionally, upon such satisfactory performance or payment, the Notes Collateral 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 Notes Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Notes Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Notes Collateral 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.

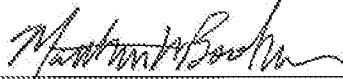
Section 5. Representations and Warranties. The Company represents and warrants, as to itself and the other Grantors, to the Notes Collateral Agent and the Secured Parties, that a true and correct list of all of the existing material Trademark Collateral consisting of U.S. Trademark registrations or applications owned by each Grantor, in whole or in part, as of the date hereof, is set forth in Schedule I.

Section 6. Miscellaneous. The provisions of Article VI of the Security Agreement are hereby incorporated by reference.

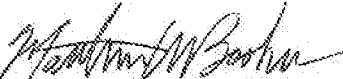
[Signatures on following page]

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

AVAYA INC., as Company

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

EACH OF THE GRANTORS LISTED ON ANNEX A HERETO

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

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.,
as Notes Collateral Agent

By: _____
Name:
Title:

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

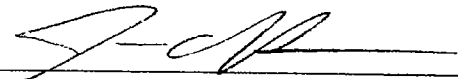
AVAYA INC., as Company

By: _____
Name:
Title:

**EACH OF THE GRANTORS LISTED ON ANNEX
A HERETO**

By: _____
Name:
Title:

**THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.,**
as Notes Collateral Agent

By: 
Name: J. Christopher Howe
Title: Agent

Annex A

List of Company Subsidiaries that are Grantors

VPNet Technologies Inc.

**Schedule I to
Trademark Security Agreement Supplement**

UNITED STATES Trademarks, Service Marks and Trademark Applications

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Avaya Inc.	2,955,696	ACA
Avaya Inc.	2,944,730	ACE
Avaya Inc.	2,929,557	ACS
Avaya Inc.	3,180,176	ADOMO
Avaya Inc.	3,648,301	AGILE COMMUNICATION ENVIRONMENT
Avaya Inc.	2,074,241	ARIA
Avaya Inc.	1,689,940	AUDIX
Avaya Inc.	3,012,163	AUTHENTIC AVAYA
Avaya Inc.	2,696,985	AVAYA
Avaya Inc.	3,507,805	AVAYA
Avaya Inc.	2,697,002	AVAYA Stylized
Avaya Inc.	3,871,137	AVAYA AURA
Avaya Inc.	3,411,046	AVAYA ONE-X
Avaya Inc.	3,411,047	AVAYA ONE-X Sty- lized
Avaya Inc.	2456966	BAYSTACK
Avaya Inc.	1,583,412	CALLMASTER
Avaya Inc.	2,418,092	CALLPILOT
Avaya Inc.	1,820,466	CALLVISOR
Avaya Inc.	1,762,626	CAMPAIGN DIRECTOR
Avaya Inc.	3,000,547	COMPAS
Avaya Inc.	2,301,696	CONTIVITY
Avaya Inc.	1,786,298	EXPERT CALLING
Avaya Inc.	3,038,380	EXPERT VIEW
Avaya Inc.	2,547,570	GUIDE BUILDER
Avaya Inc.	3349489	IDENGINES
Avaya Inc.	3,349,580	IGNITION
Avaya Inc.	1,786,300	INTELLIGENT CALL BLENDING

Avaya Inc.	2,858,178	INTUITY
Avaya Inc.	1,372,962	MAGIC ON HOLD
Avaya Inc.	2,054,241	MAGIC ON HOLD
Avaya Inc.	3,394,289	MAGIC ON HOLD
Avaya Inc.	3,035,694	MEETING EXCHANGE
Avaya Inc.	1,342,255	MERIDIAN
Avaya Inc.	1,651,913	MERIDIAN 1
Avaya Inc.	1,681,819	MERIDIAN SL
Avaya Inc.	1,367,349	MERLIN
Avaya Inc.	2,500,749	MERLIN MAGIX
Avaya Inc.	1,740,991	MERLIN MAIL
Avaya Inc.	1,974,364	MLX-16DP
Avaya Inc.	1,816,658	MLX-20L
Avaya Inc.	1,815,705	MLX-28D
Avaya Inc.	2,976,430	MOBILEPATH
Avaya Inc.	1,509,113	NORSTAR & Design
Avaya Inc.	2,000,664	OCTEL
Avaya Inc.	1,646,475	PARTNER
Avaya Inc.	1,911,212	PARTNER MAIL VS
Avaya Inc.	2,520,486	PINGTEL
Avaya Inc.	2,628,503	PREDICTIVE AGENT BLEND
Avaya Inc.	2,034,209	PREDICTIVE BLEND
Avaya Inc.	2,274,684	SERENADE
Avaya Inc.	3,473,571	SINGLE VIEW
Avaya Inc.	2,392,489	SYMPOSIUM
Avaya Inc.	3,680,377	UCAN
Avaya Inc.	2,588,670	VISUAL MESSENGER
VPNet Technologies Inc.	2,420,181	VPNOS
VPNet Technologies Inc.	2,250,643	VPNREMOTE
Avaya Inc.	3,599,777	WEB.ALIVE
Avaya Inc.	2,632,089	WWW.MESSENGER

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>TRADEMARK</u>
Avaya Inc.	77/865,711	AVAYA CONNECT

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>TRADEMARK</u>
Avaya Inc.	77/865,725	AVAYA CONNECT Logo
Avaya Inc.	85/014,511	AVAYA FLARE
Avaya Inc.	85/092,849	DIGIVOICE