

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Konftel Aktiebolag		09/30/2011	JOINT STOCK COMPANY: SWEDEN
RECEIVING PARTY DATA			
Name:	Avaya Inc.		
Street Address:	211 Mount Airy Road		
City:	Basking Ridge		
State/Country:	NEW JERSEY		
Postal Code:	07920		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3344968	KONFTEL	
Registration Number:	2931661	OMNISOUND	
CORRESPONDENCE DATA			
Fax Number:	(908)953-5408		
Phone:	908-953-7327		
Email:	binns@avaya.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Russell W. Binns, Jr.		
Address Line 1:	Avaya Inc.		
Address Line 2:	211 Mount Airy Road		
Address Line 4:	Basking Ridge, NEW JERSEY 07920		
ATTORNEY DOCKET NUMBER:	1100001-02		
NAME OF SUBMITTER:	Sr. Director & Corporate Counsel -IP Law		

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**TRADEMARK
 REEL: 004652 FRAME: 0752**

Signature:	/russ binns/
Date:	11/01/2011
Total Attachments: 6 source=Konftel-Avaya Assignment of IP - 09-30-2011#page1.tif source=Konftel-Avaya Assignment of IP - 09-30-2011#page2.tif source=Konftel-Avaya Assignment of IP - 09-30-2011#page3.tif source=Konftel-Avaya Assignment of IP - 09-30-2011#page4.tif source=Konftel-Avaya Assignment of IP - 09-30-2011#page5.tif source=Konftel-Avaya Assignment of IP - 09-30-2011#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Agreement") is made effective as of September 30, 2011 (the "Effective Date"), by and between Konftel AB ("Konftel"), a company incorporated in Sweden having its principal place of business at Dobelnskatan 19, S-903 30 Umea, Sweden, and Avaya Inc. ("Avaya"), a corporation organized and existing under the laws of the State of Delaware, United States of America. (Konftel and Avaya are, hereinafter, referred to individually as a "Party," and collectively as the "Parties.")

WITNESSETH THAT:

WHEREAS, Avaya indirectly acquired, through Avaya Sweden AB, a company incorporated in Sweden, all interest in Konftel and Konftel is currently an indirect, wholly owned subsidiary of Avaya.

WHEREAS, Konftel is the owner of intellectual property that includes, but is not limited to patents, trademarks, copyrights, and applications thereof, and all similar and related technology, data base rights, know-how, existing technology, developed technology, software, hardware designs, and trade secrets originating out of Konftel prior to or after the acquisition. Konftel is the sole and exclusive owner of such intellectual property (collectively referred to, hereafter as "Konftel Intellectual Property"). The Konftel Intellectual Property includes, but is not limited to the patents and trademarks identified in Schedule A. However, customer lists are not considered Konftel Intellectual Property and are not covered by the Agreement.

WHEREAS, Avaya has funded and performed and/or directed all aspects of the research and development, since the acquisition.

WHEREAS, consistent with the above, Konftel agrees to execute all documents reasonably requested by Avaya to assign to and vest ownership in the Konftel Intellectual Property to Avaya.

NOW THEREFORE, in payment of the Payment to Konftel in consideration of the recitals and the mutual promises, covenants and agreements hereinafter set forth, the Parties agree as follows:

I. TRANSFER OF KONFTEL INTELLECTUAL PROPERTY

1.01 Transfer. Subject to the terms and conditions set forth in this Agreement, and to the extent that the Konftel Intellectual Property is in existence and or legally owned, held or controlled by Konftel as of the Effective Date hereof, Konftel hereby transfers and assigns all such right, title and interest in and to such Konftel Intellectual Property and to any future developed Konftel Intellectual Property, to Avaya.

1.02 **Assignment.** Konftel and Avaya hereby understand, acknowledge and agree that: Konftel shall execute all documents reasonably requested by Avaya to transfer and assign full ownership in the Konftel Intellectual Property and any future developed Konftel Intellectual Property to Avaya. As such, Konftel hereby transfers and assigns all right, title and interest in the Konftel Intellectual Property and any future developed Konftel Intellectual Property legally owned, held, or controlled by Konftel, to Avaya.

1.03 **Future Improvement.** Avaya agrees to continue to fund all future aspects of the research and development.

1.04 **Payment.** Avaya agrees to pay Konftel [REDACTED] U.S. dollars ("Payment") to be adjusted by Swedish Valuation Report. Konftel agrees to assign all Konftel Intellectual Property to Avaya.

II. GENERAL PROVISIONS

2.01 **Governing Law; Language.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of New Jersey, United States of America, without regard to any conflict of laws provisions that would or might impose the laws or interpretations of any other jurisdiction.

2.02 **Jurisdiction; Language.** The Parties hereby consent to the jurisdiction and accept the venue of the courts of the State of New Jersey, United States of America and/or of the United States Federal Courts having jurisdiction over and proper venue as to the Parties in that same geographic territory.

2.03 **Modifications.** No waiver of any right hereunder shall be effective unless consented to in writing and no waiver of any breach or default shall constitute a waiver of any other right or any subsequent breach or default. No modification of the terms of this Agreement by addendum, exhibit or otherwise shall be effective unless executed by both Parties. This Agreement may not be modified by the terms of any purchase order or similar form notwithstanding that the Parties have acknowledged or signed the form.

2.04 **Notices.** Any notice, instruction or communication required or permitted to be given under this Agreement to either Party shall be in writing and shall be given by personal delivery, or facsimile, or sent by internally recognized air courier, postage or fees prepaid, addressed to such Party at the address set forth on the first page of this Agreement, or to such other address as such Party may request by written notice. Any such notice, instruction, or communication shall be deemed given when actually received.

2.05 **Assignment.** Neither Party shall assign or transfer this Agreement without the prior written consent of the other Party, except that Avaya shall have the right to assign this Agreement together with substantially all of the business to which it relates, and any assignment

so permitted shall be subject to the written consent of the assignee to all of the terms of this Agreement.

2.06 **Severability.** If any provision of this Agreement is ruled unenforceable, such provision shall be enforced to the extent permissible, the Parties shall negotiate a substitute valid provision which most nearly effects the intent of the Parties, and the remainder of this Agreement shall remain in effect.


2.07 **Independent Contractor.** The Parties are each independent contractors and not joint venturers, partners, agents or representatives of the other. Neither Party has any right to create any obligation on the part of the other Party.

2.08 **Entire Agreement.** This Agreement constitutes the entire and exclusive agreement between the Parties with respect to this subject matter. All previous discussions and agreements with respect to the subject matter between the Parties are superseded by this Agreement.

2.09 **Counterparts.** This Agreement may be executed in one or more counterparts, which counterparts together will constitute one agreement.

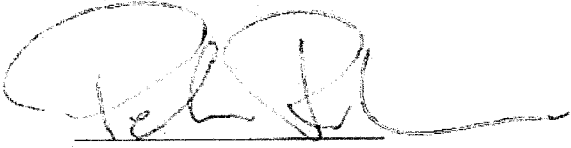
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each of their duly authorized representatives on this _____ day of _____, 2011.

Konftel AB
Dobelnskatan 19, S-903 30
Umea, Sweden

By: 

Name: Pierre Blom

Title: Integration Exec

By: 

Name: PETER RENKEL

Title: CEO Konftel AB

Avaya Inc.
211 Mount Airy Road
Basking Ridge, New Jersey 07920 USA

By: _____

Name: _____

Title: _____

so permitted shall be subject to the written consent of the assignee to all of the terms of this Agreement.

2.06 **Severability.** If any provision of this Agreement is ruled unenforceable, such provision shall be enforced to the extent permissible, the Parties shall negotiate a substitute valid provision which most nearly effects the intent of the Parties, and the remainder of this Agreement shall remain in effect.

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2.09 **Counterparts.** This Agreement may be executed in one or more counterparts, which counterparts together will constitute one agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each of their duly authorized representatives on this _____ day of _____, 2011.

Konftel AB
Dobelnskatan 19, S-903 30
Umea, Sweden

By: _____

Name: _____

Title: _____

Avaya Inc.
211 Mount Airy Road
Basking Ridge, New Jersey 07920 USA

By: Elizabeth McCarty

Name: ELIZABETH McCARTHY

Title: VP LAW

**Schedule A
Patents and Trademarks Assignment**

Trademarks

Country	Registration Number	Registration Date	Name
European Community	002595106	19-Nov-2004	KONFTEL
U.S.A	3344968	27-Nov-2007	KONFTEL
Sweden	362569	22-Aug-2003	Miscellaneous Design
European Community	003635851	31-Oct-2005	Miscellaneous Design (Konftel Logo)
European Community	002569291	10-Oct-2003	OMNISOUND
Sweden	360498	04-Apr-2003	OMNISOUND
U.S.A	2931661	08-Mar-2005	OMNISOUND

Patents

Country	Application Number	Application Date	Title
Sweden	9501325-6	4/7/1995	Device and Method for Voice Conference Communication
PCT	WO9632804A1	10/17/1996	Device and Method for Voice Conference Communication
Sweden	0702612-3	11/26/2007	METHOD AND TELEPHONE FOR SETTING UP A CONFERENCE CALL
PCT	WO2008SE51346A	11/25/2008	METHOD AND TELEPHONE FOR SETTING UP A CONFERENCE CALL
EPO	EP2008855439A	11/25/2008	METHOD AND TELEPHONE FOR SETTING UP A CONFERENCE CALL
Sweden	0702624-8	11/27/2007	TELEPHONE INTENDED FOR CONFERENCE CALLS
PCT	WO2008SE51347A	11/25/2008	TELEPHONE INTENDED FOR CONFERENCE CALLS
EPO	EP2008854996A	11/25/2008	TELEPHONE INTENDED FOR CONFERENCE CALLS
Sweden	0702613-1	11/26/2007	METHOD AND TELEPHONE
PCT	WO2008SE51348A	11/25/2008	METHOD AND TELEPHONE
EPO	EP2008854300A	11/25/2008	METHOD AND TELEPHONE

Sweden	SE56701 (Publication No.)		Telekommunikationsenhet (Design Patent)
EPO	ED815105- 1-2 (Publication No.)		Konferenstelefon (Design Patent)