

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317242

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Avaya Inc.		07/31/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Spirent Communications Israel Ltd.		
Street Address:	6 Hachoshlim St. Life Plaza		
City:	Herzeliya Pituach		
State/Country:	ISRAEL		
Postal Code:	4672406		
Entity Type:	CORPORATION: ISRAEL		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4122022	IMS EXPRESS	
Registration Number:	3564465	PROLAB	
CORRESPONDENCE DATA			
Fax Number:	4153939887		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	415.954.0200		
Email:	trademark@squirepb.com		
Correspondent Name:	Caroline H. Mead		
Address Line 1:	Squire Patton Boggs (US) LLP		
Address Line 2:	275 Battery Street, Suite 2600		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	102370.(SI) TBD		
DOMESTIC REPRESENTATIVE			
Name:	Caroline H. Mead		
Address Line 1:	Squire Patton Boggs (US) LLP		
Address Line 2:	275 Battery Street, Suite 2600		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Caroline H. Mead		
SIGNATURE:	/Caroline H. Mead/		

CH \$65.00 4122022

DATE SIGNED:	09/17/2014
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Total Attachments: 7

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TRADEMARK AND SERVICE MARK ASSIGNMENT

THIS TRADEMARK AND SERVICE MARK ASSIGNMENT (the "Assignment") is effective as of July 31, 2014 (the "Effective Date"), by and between Avaya Inc., a corporation of the State of Delaware having a business address at 4655 Great America Parkway, Santa Clara, California 95054, United States of America, on behalf of itself and, as applicable, each of its wholly-owned subsidiaries, including Radvision Ltd., with its offices at 24 Raoul Wallenberg Street, Tel-Aviv 69719, Israel (as applicable, "Assignor"), and Spirent Communications Israel Ltd., an Israeli corporation, having its principal place of business at 6 Hachoshlim St. Life Plaza, Herzeliya Pituach 4672406 Israel ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated December 31, 2013, by and between Radvision Ltd. and Avaya Inc., Radvision Ltd. sold, among other things, all of its rights, title and interest in and to the trademarks and service marks set forth in Schedule A-3 attached hereto (the "Assigned Marks") to Avaya Inc.

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of July 1, 2014, by and between Avaya Inc., as seller, Radvision Ltd. and Radvision Inc., as the subsidiaries of Assignor, Assignee, as buyer, and Spirent Communications plc, as parent (the "Purchase Agreement").

WHEREAS, the Assignor is desirous of transferring and assigning to Assignee, and Assignee is desirous of acquiring from Assignor all of Assignor's rights, title and interest in and to the Assigned Marks and all of the goodwill associated therewith.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration received in connection with the transactions contemplated by the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor does hereby sell, transfer, convey, assign, and deliver unto Assignee all of its rights, title and interest (i) in and to the Assigned Marks and the registrations and applications for registration thereof ("Registrations"), together with the goodwill of the business appertaining thereto and which is symbolized by the Assigned Marks, (ii) to apply in any and all countries in the world for any registrations and applications for registrations of the Assigned Marks, with full benefit of priority therein as may now or hereafter be granted to it by law, treaty, or other international convention, and (iii) in and to causes of action and enforcement rights for the Assigned Marks and Registrations,

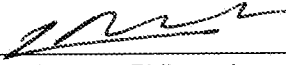
including without limitation the worldwide right to sue and seek, recover, and retain damages for past and future infringement or dilution of the Assigned Marks and Registrations.

2. Notwithstanding anything to the contrary herein, Assignor and Assignee are executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Purchase Agreement. In the event of any inconsistencies between the terms of this Assignment and those of the Purchase Agreement, the terms of the Purchase Agreement shall be controlling.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Trademark and Service Mark Assignment to be executed by their duly authorized representatives as of the Effective Date.

AVAYA INC.

By: 
Name: Laurent Philonenko
Title: VP, Corporate Strategy & Development
Date: July 23, 2014

SPIRENT COMMUNICATIONS ISRAEL LTD.

By: _____
Name:
Title:
Date: _____, 2014

[Signature Page to Trademark and Service Mark Assignment]

**TRADEMARK
REEL: 005364 FRAME: 0222**

STATE OF California)

) ss.

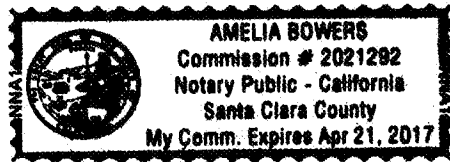
COUNTY OF Santa Clara)

I CERTIFY that on July 23, 2014, Laurent Philonenko personally came before me and this person acknowledged under oath, to my satisfaction that: (a) this person signed, sealed and delivered the attached Trademark and Service Mark Assignment as VP Corp Strategy & Development of Avaya Inc.; and (b) this Trademark and Service Mark Assignment was signed and made by Avaya Inc. as its voluntary act and deed by virtue of authority from its Board of Directors.

Amelia Bowers

Notary Public

[Notarial Seal]



[Signature Page to Trademark and Service Mark Assignment]

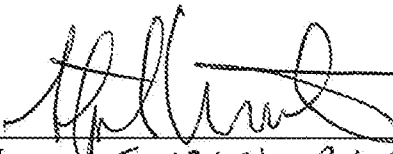
TRADEMARK
REEL: 005364 FRAME: 0223

IN WITNESS WHEREOF, the parties have caused this Trademark and Service Mark Assignment to be executed by their duly authorized representatives as of the Effective Date.

AVAYA INC.

By: _____
Name:
Title:
Date: _____, 2014

SPIRENT COMMUNICATIONS ISRAEL LTD.

By:  _____
Name: STEPHEN CLARK
Title: DIRECTOR
Date: 7/29, 2014

STATE OF NEW JERSEY)

: ss:

Monmouth

COUNTY OF ~~SOMERSET~~)

I CERTIFY that on July 29th, 2014, Stephen Clark personally came before me and this person acknowledged under oath, to my satisfaction that: (a) this person signed, sealed and delivered the attached Trademark and Service Mark Assignment as Director of Spirent Communications Israel Ltd.; and (b) this Trademark and Service Mark Assignment was signed and made by Spirent Communications Israel Ltd. as its voluntary act and deed by virtue of authority from its Board of Directors.

Name Joseph Spagnoli

Notary Public

My Commission Expires: 11/13/18

[Notarial Seal]

Joseph Scott Spagnoli
Notary Public of New Jersey
My Commission Expires 11/13/2018

[Signature Page to Trademark and Service Mark Assignment]

TRADEMARK

REEL: 005364 FRAME: 0225

SCHEDULE A-3

TRANSFERRED MARKS

	Trademark	Registration Number/ Date	Jurisdiction	Expiration Date/ Status	Class
1.	BEEHD	5260674 (8/28/09)	Japan	8/28/19	09
2.	IMS EXPRESS	4122022(4/3/12)	United States	4/3/22	09
3.	PROLAB	7031482 (Application Number)	China	pending	09
4.	PROLAB	3564465 (1/20/09)	United States	1/20/19	09
5.	PROLAB	5352930 (9/10/10)	Japan	1/10/20	09
6.	PROLAB	400812356 (1/22/10)	Korea (South)	1/22/20	09
7.	V2oLTE	5523431(9/21/12)	Japan	9/21/22	09