

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447164

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AVAYA INC.		07/14/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	EXTREME NETWORKS, INC.		
Street Address:	145 RIO ROBLES		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95134		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3349489	IDENGINES	
Registration Number:	3349580	IGNITION	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	057891-3		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	10/13/2017		
Total Attachments: 8			
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This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** is dated as of July 14, 2017 (this "**Assignment**"), and is by and among AVAYA INC., a Delaware corporation ("**Avaya**"), and AVAYA HOLDINGS LIMITED, an Ireland limited liability company (an "**Assignor**" and collectively with Avaya, the "**Assignors**"), and Extreme Networks, Inc., a Delaware corporation ("**Assignee**"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignors are the owners of all the right, title and interest in and to the trademark registrations and applications identified on **Exhibit A** (collectively, the "**Assigned Trademarks**") and wish to sell, transfer, assign and deliver all of their right, title and interest in and to the Transferred Intellectual Property;

WHEREAS, Avaya and Assignee have entered into that certain Asset Purchase Agreement, dated March 7, 2017 (the "**Purchase Agreement**"), pursuant to which Avaya has agreed to, and to cause the other Assignor to, sell, transfer, assign and deliver to Assignee, and Assignee has agreed to purchase, acquire, assume and accept from Avaya and the other Assignor all of their right, title and interest in and to the Transferred Assets, all upon the terms and subject to the conditions set forth in the Purchase Agreement, which assets include the Assigned Trademarks; and

WHEREAS, this Assignment is being executed and delivered pursuant to Section 2.02(a) of the Purchase Agreement.

NOW, THEREFORE, in accordance with the Purchase Agreement and in consideration of the premises and the mutual agreements and covenants set forth in this Assignment and the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

1. Assignment. Each of the Assignors hereby sells, conveys, transfers, assigns and delivers to Assignee all of that Assignor's worldwide right, title and interest (including all legal and beneficial ownership) in, to and under:

(a) the Assigned Trademarks, together with that portion of such Assignor's business connected with the use of and symbolized by the Assigned Trademarks, and all past and present goodwill associated therewith or symbolized thereby

(b) the Transferred Intellectual Property;

and all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registrations thereof, the right to claim priority in accordance with international treaties and conventions, the right to all income, royalties, damages and payments hereafter due or payable with respect to the Assigned Trademarks or such Transferred Intellectual Property, the right to register, prosecute, maintain and defend the Assigned Trademarks and/or Transferred Intellectual Property before any public or private agency, office or registrar, and all claims, causes of action and rights to sue for past, present and future infringement or unconsented use of the Assigned Trademarks and such Transferred Intellectual Property. The assignments

contemplated herein are meant to be absolute assignments and not by way of security. Each of Avaya and the other Assignors hereby authorizes 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 of all of Avaya's and such other Assignor's right, title and interest in, to and under the Assigned Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.

2. No Third Party Beneficiaries. This Assignment is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person, other than the parties hereto and such successors and assigns, any legal or equitable rights hereunder.

3. Terms of Purchase Agreement; Conflicts. The scope, nature, and extent of the Transferred Assets are expressly set forth in the Purchase Agreement. Nothing contained herein changes, amends, extends, or alters (nor should it be deemed or construed as changing, amending, extending, or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. This instrument does not create or establish rights, liabilities or obligations not otherwise created or existing under or pursuant to the Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. In the event of any conflict between the provisions of this Assignment (including the Exhibits) and the provisions of the Purchase Agreement (including the Disclosure Schedules and Exhibits), the provisions of the Purchase Agreement shall control.

4. Governing Law. This Assignment, the negotiation, execution or performance of this Assignment and any disputes arising under or related hereto (whether for breach of contract, tortious conduct or otherwise) shall be governed and construed in accordance with the Laws of the State of New York, without reference to its conflicts of law principles.

5. Entire Agreement. This Assignment, and the Exhibits annexed hereto, and the Purchase Agreement, and the other agreements, certificates, and other documents contemplated hereby and thereby constitute the entire understanding among the parties hereto with respect to the subject matter hereof and thereof, and supersede all other understandings and negotiations with respect thereto. The parties hereto agree to define their rights, liabilities, and obligations with respect to such understanding and the transactions contemplated hereby exclusively in contract pursuant to the express terms and provisions of this Assignment, and the parties hereto expressly disclaim that they are owed any duties or are entitled to any remedies not expressly set forth in this Assignment or the Purchase Agreement.

6. Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when each party hereto shall have received counterparts hereof signed by each of the other parties hereto. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail (any such delivery, an "**Electronic Delivery**") shall be treated in all manner and respects as an original executed counterpart and shall be


considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, each other party hereto shall re-execute the original form of this Assignment and deliver such form to all other parties. No party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

ASSIGNORS:

AVAYA INC.

By: 

Name: Laurent Philonenko
Title: Senior Vice President, Corporate
Strategy and Development - Chief
Technology Officer

AVAYA HOLDINGS LIMITED

By:  _____

Name: *Julia Greenhall*

Title: *Director*

ASSIGNEE:

EXTREME NETWORKS, INC.

By: _____

Name: Katy Motiey

Title: EVP, Chief Administrative Officer –
HR, General Counsel & Corporate Secretary

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 006182 FRAME: 0309

EXHIBIT A**ASSIGNED TRADEMARKS**

	Name	Jurisdiction	Application/ Registration No.	Status	Registration Date	Record Owner
1	BAYSTACK	Canada	567746	Registered	9/19/2002	Avaya Holdings Limited
2	BAYSTACK	EU	1562115	Registered	4/30/2001	Avaya Holdings Limited
3	BAYSTACK	US	2456966	Registered	6/5/2001	Avaya Holdings Limited
4	CONTIVITY	Argentina	2511972	Registered	6/25/2002	Avaya Holdings Limited
5	CONTIVITY	Brazil	821249169	Registered	7/16/2002	Avaya Holdings Limited
6	CONTIVITY	Canada	548958	Registered	7/31/2001	Avaya Holdings Limited
7	CONTIVITY	China	1399370	Registered	5/21/2000	Avaya Holdings Limited
8	CONTIVITY	Colombia	226197	Registered	1/21/2010	Avaya Holdings Limited
9	CONTIVITY	Finland	215358	Registered	8/31/1999	Avaya Holdings Limited
10	CONTIVITY	Hong Kong	199916995	Registered	6/10/1998	Avaya Holdings Limited
11	CONTIVITY	Israel	124405	Registered	11/4/1999	Avaya Holdings Limited
12	CONTIVITY	Japan	4352293	Registered	1/21/2000	Avaya Holdings Limited
13	CONTIVITY	Korea (South)	40045715000 00	Registered	10/21/1999	Avaya Holdings Limited
14	CONTIVITY	New Zealand	302353	Registered	5/6/1999	Avaya Holdings Limited
15	CONTIVITY	Sweden	339406	Registered	8/11/2000	Avaya Holdings Limited

	Name	Jurisdiction	Application/ Registration No.	Status	Registration Date	Record Owner
16	CONTIVITY	Taiwan	962861	Registered	9/30/2001	Avaya Holdings Limited
17	CONTIVITY	US	2301696	Registered	12/21/1999	Avaya Holdings Limited
18	IDENGINES	US	3349489	Registered	12/4/2007	Avaya Inc.
19	IGNITION	US	3349580	Registered	12/4/2007	Avaya Inc.