

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457668

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITICORP USA, INC.		12/15/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Avaya, Inc.		
Street Address:	4655 Great America Parkway		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: DELAWARE		
Name:	Sierra Holdings Corp.		
Street Address:	211 Mt. Airy Road		
City:	Basking Ridge		
State/Country:	NEW JERSEY		
Postal Code:	07920		
Entity Type:	Corporation: DELAWARE		
Name:	Integrated Information Technology Corporation		
Street Address:	4725 S. Monaco St.		
Internal Address:	Suite 210		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80237		
Entity Type:	Corporation: ILLINOIS		
Name:	Avaya Government Solutions Inc.		
Street Address:	12730 Fair Lakes Circle		
City:	Fairfax		
State/Country:	VIRGINIA		
Postal Code:	22033		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 22			

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Property Type	Number	Word Mark
Registration Number:	2729211	IITC
Registration Number:	2431404	PEC
Registration Number:	2433410	PEC
Registration Number:	2431403	PEC.COM
Registration Number:	2433414	PEC.COM
Registration Number:	2433415	PEC SOLUTIONS
Registration Number:	2432411	WEB-ENABLING GOVERNMENT
Registration Number:	2452899	PEC. COM WEB-ENABLING GOVERNMENT
Registration Number:	2625228	DIRECTMIXER
Registration Number:	3648301	AGILE COMMUNICATION ENVIRONMENT
Registration Number:	2418092	CALLPILOT
Registration Number:	3349489	IDENGINES
Registration Number:	3349580	IGNITION
Registration Number:	1509113	NORSTAR
Registration Number:	3599777	WEB.ALIVE
Registration Number:	2301696	CONTIVITY
Registration Number:	2456966	BAYSTACK
Registration Number:	1342255	MERIDIAN
Registration Number:	1651913	MERIDIAN 1
Registration Number:	1681819	MERIDIAN SL
Registration Number:	2520486	PINGTEL
Registration Number:	2392489	SYMPOSIUM

CORRESPONDENCE DATA

Fax Number: 2127352000

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.

Phone: 212.735.5117

Email: francine.waldbaum@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: Four Times Square

Address Line 2: Francine Waldbaum

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 525360/1645

NAME OF SUBMITTER: Megan Manfred

SIGNATURE: /Megan Manfred/

DATE SIGNED: 01/11/2018

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of December 15, 2017 (“Effective Date”) by **CITICORP USA, INC.**, as Administrative Agent for the Secured Parties (in such capacity, “Agent”), in favor of **AVAYA, INC., SIERRA HOLDINGS CORP., INTEGRATED INFORMATION TECHNOLOGY CORPORATION** and **AVAYA GOVERNMENT SOLUTIONS INC.** (each, a “Pledgor,” and collectively, the “Pledgors”). Capitalized terms used but not defined in the Release have the meaning ascribed thereto in the Collateral Agreements (defined below).

WHEREAS, Pledgors and Agent entered into that certain Trademark Security Agreement dated as of January 29, 2010 (as amended, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) in connection with that certain Pledge and Security Agreement dated as of October 26, 2007 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”, and together with the Trademark Security Agreement, the “Collateral Agreements”), to which Pledgors and Agent, amongst others, are parties.

WHEREAS, pursuant to the terms and conditions of the Collateral Agreements, as security for the payment or performance, as the case may be, in full of the Obligations, each Pledgor, pursuant to and in accordance with the Security Agreement, granted to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in (the “Security Interest”), all right, title and interest in or to any and all of the following assets and properties then owned or at any time thereafter acquired by such Pledgor or in which such Pledgor then had or at any time thereafter acquired 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, then existing or thereafter 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 Pledgor, including those listed on Schedule I attached hereto; and
- (b) All goodwill connected with the use of and symbolized by such marks.

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office at Reel No. 004144, Frame No. 0613 on February 5, 2010; and

WHEREAS, Assignor desires to terminate, discharge and release its Security Interest in the Trademark Collateral granted pursuant to the Collateral Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby agrees as follows:

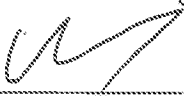
1. Agent hereby, without representation, recourse or warranty, terminates, discharges, and releases the Security Interest it has in the Trademark Collateral.
2. Agent authorizes and requests that the United States Patent and Trademark Office and any applicable government officer note and record the release hereby given.

3. The terms of Sections 10.16 and 10.17 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

[Signature Page Follows]





IN WITNESS WHEREOF, Agent has duly executed this Agreement as of the Effective Date.

CITICORP USA, INC.
as the Administrative Agent


By: 
Name: Brendan Mackay
Title: Vice President & Director


Schedule I

UNITED STATES Trademarks, Service Marks and Trademark Applications

Owner	Trademark or Service Mark	Date Granted	Registration No. and Jurisdiction
INTEGRATED INFORMATION TECHNOLOGY CORPORATION		24-Jun-03	2729211
INTEGRATED INFORMATION TECHNOLOGY CORPORATION	SECURECENTER	(Abandoned)	(Abandoned)
Avaya Government Solutions Inc.	PEC		2431404 (Cancelled 12/1/2007)
Avaya Government Solutions Inc.	PEC (& design) 		2433410 (Cancelled 12/8/2007)
Avaya Government Solutions Inc.	PEC.COM		2431403 (Cancelled 12/1/2007)
Avaya Government Solutions Inc.	PEC.COM (& design): 		2433414 (Cancelled 12/8/2007)
Avaya Government Solutions Inc.	PEC SOLUTIONS (& design): 		2433415 (Cancelled 12/8/2007)
Avaya Government Solutions Inc.	WEB-ENABLING GOVERNMENT		2432411 (Cancelled 12/1/2007)
Avaya Government Solutions Inc.	PEC.COM WEB-ENABLING		2452899 (Cancelled 3/1/2008)

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	GOVERNMENT (& design): 		
Avaya Inc.	WI-FONE	(Abandoned)	(Abandoned)
Avaya Inc.	DIRECTMIXER	24-Sep-02 (Cancelled)	2625228 (Cancelled)

TRADEMARK	OWNER	APP. NUMBER	APP. DATE	REGN NUMBER	REGN DATE	STATUS
AGILE COMMUNICATION ENVIRONMENT	Avaya Inc.	77344859	12/5/2007	3648301	6/30/2009	Registration
CALLPILOT	Avaya Inc.	75558984	9/25/1998	2418092	1/2/2001	Registration
IDENGINES	Avaya Inc.	78585760	3/11/2005	3349489	12/4/2007	Registration
IGNITION	Avaya Inc.	78651210	6/15/2005	3349580	12/4/2007	Registration
NORSTAR (design mark): 	Avaya Inc.	73718691	3/25/1988	1509113	10/18/1988	Registration
WEBALIVE	Avaya Inc.	771375183	1/18/2008	3/31/2009	3599777	Registration
CONTIVITY	Avaya Inc.	75499518	6/10/1998	2301696	12/21/1999	Registration
BAYSTACK	Avaya Inc.	75873511	12/17/1999	2456966	6/5/2001	Registration
MERIDIAN	Avaya Inc.	73485320	6/18/1984	1342255	6/18/1985	Registration
MERIDIAN 1	Avaya Inc.	74035326	3/6/1990	1651913	7/23/1991	Registration
MERIDIAN SL	Avaya Inc.	74062291	5/24/1990	1681819	4/7/1992	Registration
PINGTEL	Avaya Inc.	75442714	3/2/1998	2520486	12/18/2001	Registration
SYMPOSIUM	Avaya Inc.	75193759	11/5/1996	2392489	10/10/2000	Registration

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