

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM805769

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks at Reel 6362/Frame 0364

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CITIBANK, N.A., as collateral agent		04/03/2023	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	AVAYA HOLDINGS CORP.
Street Address:	350 Mount Kemble Avenue
City:	Morristown
State/Country:	NEW JERSEY
Postal Code:	07960
Entity Type:	Corporation: DELAWARE
Name:	AVAYA INC.
Street Address:	350 Mount Kemble Avenue
City:	Morristown
State/Country:	NEW JERSEY
Postal Code:	07960
Entity Type:	Corporation: DELAWARE
Name:	INTELLISIST, INC.
Street Address:	350 Mount Kemble Avenue
City:	Morristown
State/Country:	NEW JERSEY
Postal Code:	07960
Entity Type:	Corporation: WASHINGTON

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	3013217	GOTVOICE
Registration Number:	2976251	GOTVOICE
Registration Number:	2911426	INTELLISIST
Registration Number:	2920882	SPEECHFORMS
Registration Number:	3319837	VOICE WORKFLOW
Registration Number:	3303621	YOUR PEOPLE. OUR TECHNOLOGY. REAL RESULT
Registration Number:	3383616	SPOKEN SYSTEM

900768370

TRADEMARK
REEL: 008051 FRAME: 0772

OP \$565.00 3013217

Property Type	Number	Word Mark
Registration Number:	3400400	SPOKEN COMMUNICATIONS
Registration Number:	3361134	SELF-SERVICE GUARANTEED
Registration Number:	3393750	GUIDED SPEECH IVR
Registration Number:	3374605	GUIDED SPEECH IVR
Registration Number:	3552291	GUIDED SPEECH PLATFORM
Registration Number:	3880296	WHEN THE CALLER EXPERIENCE MATTERS
Registration Number:	4000970	VOICE TO ACTION
Registration Number:	3955683	GOTSEARCH
Registration Number:	3936532	GOTSEARCH
Registration Number:	5545862	SPOKEN
Registration Number:	5545846	SPOKEN
Registration Number:	5671662	CONVERSATIONCENTER
Registration Number:	5718923	INTELLIGENTWIRE
Registration Number:	5545873	CLEARMETRIX
Registration Number:	5578433	W

CORRESPONDENCE DATA

Fax Number:

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: 8004945225
Email: ipteam@cogencyglobal.com
Correspondent Name: JAY DASILVA
Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1969719 TM REL B
NAME OF SUBMITTER:	Dahlia Gottlieb
SIGNATURE:	/Dahlia Gottlieb/
DATE SIGNED:	04/25/2023

Total Attachments: 9

- source=3. [Executed] - Avaya - Trademark Lien Release (RF 6362.0364) - with Cover#page3.tif
- source=3. [Executed] - Avaya - Trademark Lien Release (RF 6362.0364) - with Cover#page4.tif
- source=3. [Executed] - Avaya - Trademark Lien Release (RF 6362.0364) - with Cover#page5.tif
- source=3. [Executed] - Avaya - Trademark Lien Release (RF 6362.0364) - with Cover#page6.tif
- source=3. [Executed] - Avaya - Trademark Lien Release (RF 6362.0364) - with Cover#page7.tif
- source=3. [Executed] - Avaya - Trademark Lien Release (RF 6362.0364) - with Cover#page8.tif
- source=3. [Executed] - Avaya - Trademark Lien Release (RF 6362.0364) - with Cover#page9.tif
- source=3. [Executed] - Avaya - Trademark Lien Release (RF 6362.0364) - with Cover#page10.tif
- source=3. [Executed] - Avaya - Trademark Lien Release (RF 6362.0364) - with Cover#page11.tif

Release of Security Interest in Trademarks

April 3, 2023

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), effective as of April 3, 2023 is made by CITIBANK, N.A., in its capacity as collateral agent (referred to herein as the “Collateral Agent”), in favor of the Secured Parties, pursuant to that certain Security Agreement, dated December 15, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among AVAYA HOLDINGS CORP., a Delaware corporation (“**Holdings**”), AVAYA INC., a Delaware corporation (the “**Borrower**”), certain Subsidiaries of the Borrower from time to time party thereto, the Collateral Agent for the benefit of the Secured Parties and other parties thereto.

WHEREAS, reference is made to that certain ABL Security Agreement, dated as of December 15, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among AVAYA HOLDINGS CORP., a Delaware corporation (“**Holdings**”), AVAYA INC., a Delaware corporation (the “**Borrower**”), certain Subsidiaries of the Borrower from time to time party thereto, and CITIBANK, N.A., as Collateral Agent for the benefit of the Secured Parties (the “**Collateral Agent**”).

WHEREAS, pursuant to (i) that certain Intellectual Property Security Agreement, dated as of December 15, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof), (the “**2017 Trademark Security Agreement**”) and (ii) that certain Intellectual Property Security Agreement, dated as of May 8, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof), (the “**2018 Trademark Security Agreement**”) and collectively with the 2017 IP Security Agreement the “**Trademark Security Agreements**”) each Grantor pledged and granted a continuing security interest in all of such Grantor’s right, title and interest in, to and under certain intellectual property constituting Collateral (as defined in the Trademark Security Agreements), including, without limitation, each Trademark registration and application therefor referred to in Schedule I hereto (the “**Trademark Collateral**”) to the Collateral Agent and its successors and assigns for the benefit of the Secured Parties. Terms used herein and not otherwise defined shall have the meanings assigned to such terms in the IP Security Agreements and Security Agreement, as applicable;

WHEREAS, the Collateral Agent recorded the 2017 Trademark Security Agreement with the United States Patent and Trademark Office (the “**USPTO**”) on January 22, 2018 on reel 006254 frame 0380;

WHEREAS, the Collateral Agent recorded the 2018 Trademark Security Agreement with the USPTO on May 22, 2018 on reel 6362 frame 0364; and

WHEREAS, the Collateral Agent has agreed at the request of the Grantors to release its security interest in and lien on the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Release of Security Interest in Trademark Collateral.

- (a) Collateral Agent hereby fully releases, discharges, terminates and cancels its liens and

security interest in all right, title and interest in, to and under the Trademark Collateral and all proceeds of the foregoing.

(b) Collateral Agent hereby reassigns, grants and conveys to the Grantors, without any representation, recourse or undertaking by Collateral Agent, any and all of Collateral Agent's right, title and interest in and to the Trademark Collateral and hereby terminates the Trademark Security Agreement.

(c) The Collateral Agent shall take all further actions, and provide to each Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by such Grantors to more fully and effectively effectuate the purposes of this Release of Security Interest in Trademarks, in each case at the Grantors' sole expense.

(d) The Collateral Agent acknowledges and affirms that upon execution hereof, it shall have no rights and remedies with respect to the Trademark Collateral or any other property related thereto.

SECTION 2. *Recordation of Release.* The Collateral Agent hereby authorizes and requests that the Commissioner for Trademarks in the USPTO, and any other necessary United States government officer, record this Release of Security Interest in Trademarks; it being understood that such recordation shall be at the Grantors' sole expense.


SECTION 3. *Counterparts.* This Release of Security Interest in Trademarks may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. This Release of Security Interest in Trademarks shall become effective only when signed by the Collateral Agent. This letter agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this letter agreement by facsimile or electronic transmission (e.g., a "pdf" or "tif" file) shall be as effective as delivery of a manually signed counterpart of this letter agreement. The words "execution," "signed," "signature," and words of like import in this Release of Security Interest in Trademarks shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 4. *Governing Law.* This Release of Security Interest in Trademarks shall be governed by and construed in accordance with the laws of the State of New York.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has duly executed and delivered this Release of Security Interest in Trademarks effective on the date hereof.

CITIBANK, N.A., as Collateral Agent

By: 

Name: Allister Chan
Title: Vice President

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 008051 FRAME: 0776


Schedule I

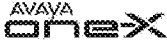

U.S. Trademark and Service Mark Registrations and Applications

Trademarks

UNITED STATES TRADEMARKS:

Reel/Frame 0654/0380 – 10/15/2017 – Citi Bank

Mark	Registration No.	Registration Date	Grantor
AGENT MAP	4523613	4/29/2014	Avaya Inc.
AGILE COMMUNICATION ENVIRONMENT	3648301	6/30/2009	Avaya Inc.
ANSWERBASE	3652708	7/7/2009	Avaya Inc.
ARIA	2074241	6/24/1997	Avaya Inc.
AUDIX	1689940	6/2/1992	Avaya Inc.
AUTHENTIC AVAYA	3012163	11/1/2005	Avaya, Inc.
AVAYA	2696985	3/18/2003	Avaya Inc.
AVAYA	3507805	9/30/2008	Avaya Inc.
AVAYA	4372647	7/23/2013	Avaya Inc.
AVAYA (Stylized): 	2697002	3/18/2003	Avaya Inc.
AVAYA AURA	3871137	11/2/2010	Avaya Inc.
AVAYA BREEZE	5212482	5/30/2017	Avaya Inc.
AVAYA ENGAGE	5129143	1/24/2017	Avaya Inc.
AVAYA EQUINOX	5282627	9/05/2017	Avaya Inc.
AVAYA EVOLUTIONS	4379438	8/6/2013	Avaya Inc.
AVAYA OCEANA	5128845	1/24/2017	Avaya Inc.

Mark	Registration No.	Registration Date	Grantor
AVAYA ONE-X	3411046	4/8/2008	Avaya Inc.
AVAYA ONE-X (Stylized): 	3411047	4/8/2008	Avaya Inc.
AVAYA STADIUM	4960224	5/17/2016	Avaya Inc.
AVAYA STADIUM	5124891	1/17/2017	Avaya Inc.
AVAYA STADIUM	5161622	3/14/2017	Avaya Inc.
AVAYA STADIUM	5161623	3/14/2017	Avaya Inc.
AVAYALIVE	4294788	2/26/2013	Avaya Inc.
AYAYA ONE-X (Stylized): 	4726410	4/28/2015	Avaya Inc.
BGATE	3825471	7/27/2010	Avaya Inc.
CALLMASTER	1583412	2/20/1990	Avaya Inc.
CALLPILOT	2418092	1/2/2001	Avaya Inc.
CONVERSIVE	2855081	6/15/2004	Avaya Inc.
EXPERT CALLING	1786298	8/3/1993	Avaya Inc.
GUIDE BUILDER	2547570	3/12/2002	Avaya Inc.
IDENGINES	3349489	12/4/2007	Avaya Inc.
IGNITION	3349580	12/4/2007	Avaya Inc.
INTELLIGENT CALL BLENDING	1786300	8/3/1993	Avaya Inc.
ITNAVIGATOR	4683716	2/10/2015	Avaya Inc.
KONFTEL	3344968	11/27/2007	Avaya Inc.
MAGIC ON HOLD	1372962	11/26/1985	Avaya Inc.
MAGIC ON HOLD	3394289	3/11/2008	Avaya Inc.

Mark	Registration No.	Registration Date	Grantor
MEETING EXCHANGE	3035694	12/27/2005	Avaya Inc.
MERIDIAN	1342255	6/18/1985	Avaya Inc.
NORSTAR and Design: <i>norstar</i>	1509113	10/18/1988	Avaya Inc.
OMNISOUND	2931661	3/8/2005	Avaya Inc.
ONAVAYA	4986573	6/28/2016	Avaya Inc.
PERIPHONICS	0973939	11/27/1973	Avaya Inc.
PERIVIEW	2241578	4/27/1999	Avaya Inc.
PREDICTIVE AGENT BLEND	2628503	10/1/2002	Avaya Inc.
RADVISION	2118787	12/9/1997	Avaya Inc.
SCOPIA	3248266	5/29/2007	Avaya Inc.
SERENADE	2274684	8/31/1999	Avaya Inc.
TELAPI	4247453	11/20/2012	Zang, Inc.
VERBOT	2425435	1/30/2001	Avaya Inc.
VPNREMOTE	2250643	6/1/1999	VPNet Technologies, Inc.
ZANG	5302331	10/03/2017	Avaya Inc.
AVAYA EDGE	5353412	12/17/2017	Avaya Inc.
AVAYA AURA	5513937	07/11/2018	Avaya Inc.
ZANG and Design: zang	5478366	05/29/2018	Avaya Inc.
AVAYA ARC	87396396	04/03/2017	Abandoned
AVAYA PIVOT	87396370	04/03/2017	Abandoned

Mark	Registration No.	Registration Date	Grantor
AVAYA SURGE	87229772	11/08/2016	Abandoned
AVAYA VANTAGE	87164548	09/08/2016	Abandoned

Reel/Frame 6362/0364 – 5/8/2018 – Citi Bank

Mark	Registration No.	Registration Date	Grantor
GOTVOICE (STANDARD CHARACTERS)	3013217	11/08/2005	Intellisist, Inc.
GOTVOICE (STYLIZED AND DESIGN)	2976251	07/26/2005	Intellisist, Inc.
INTELLISIST	2911426	12/14/2004	Intellisist, Inc.
SPEECHFORMS	2920882	11/02/2004	Intellisist, Inc.
VOICE WORKFLOW	3319837	10/23/2007	Intellisist, Inc.
YOUR PEOPLE. OUR TECHNOLOGY. REAL RESULTS.	3303621	10/02/2007	Intellisist, Inc.
SPOKEN SYSTEM	3383616	11/15/2007	Intellisist, Inc.
SPOKEN COMMUNICATIONS	3400400	03/18/2008	Intellisist, Inc.

SELF-SERVICE GUARANTEED	3361134	12/25/2007	Intellisist, Inc.
GUIDED SPEECH IVR	3393750	03/04/2008	Intellisist, Inc.
GUIDED SPEECH IVR	3374605	01/22/2008	Intellisist, Inc.
GUIDED SPEECH PLATFORM	3552291	12/23/2008	Intellisist, Inc.
WHEN THE CALLER EXPERIENCE MATTERS	3880296	11/23/2010	Intellisist, Inc.
VOICE TO ACTION	4000970	07/26/2011	Intellisist, Inc.
GOTSEARCH (IC 009)	3955683	05/03/2011	Intellisist, Inc.
GOTSEARCH (IC 042)	3936532	03/29/ 2011	Intellisist, Inc.
SPOKEN	5545862 (87767380)	08/21/2018	Intellisist, Inc.
SPOKEN (DESIGN)	5545846 (87766999)	08/21/2018	Intellisist, Inc.
CONVERSATION CENTER	5671662	02/05/ 2019	Intellisist, Inc.
INTELLIGENTWIRE	5718923	04/09/2019	Intellisist, Inc.
CLEARMETRIX	5545873	01/23/2018	Intellisist, Inc.

W	5578433 87603925	10/09/2018	Intellisist, Inc.
---	---------------------	------------	-------------------