# OP \$1490.00 4523613

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM809122

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS (REEL/FRAME 7062/0001)

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
WILMINGTON TRUST, NATIONAL ASSOCIATION, as Notes Collateral Agent		05/01/2023	National Banking Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	AVAYA MANAGEMENT L.P.
Street Address:	350 Mount Kemble Avenue
City:	Morristown
State/Country:	NEW JERSEY
Postal Code:	07960
Entity Type:	Limited Partnership: 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
Name:	AVAYA INTEGRATED CABINET SOLUTIONS LLC
Street Address:	350 Mount Kemble Avenue
City:	Morristown
State/Country:	NEW JERSEY
Postal Code:	07960
Entity Type:	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 59** 

TRADEMARK
REEL: 008071 FRAME: 0989

900771606

Property Type	Number	Word Mark
Registration Number:	4523613	AGENT MAP
Registration Number:	1689940	AUDIX
Registration Number:	3012163	AUTHENTIC AVAYA
Registration Number:	2696985	AVAYA
Registration Number:	3507805	AVAYA
Registration Number:	4372647	AVAYA
Registration Number:	2697002	AVAYA
Registration Number:	3871137	AVAYA AURA
Registration Number:	5212482	AVAYA BREEZE
Registration Number:	5353412	AVAYA EDGE
Registration Number:	5129143	AVAYA ENGAGE
Registration Number:	5282627	AVAYA EQUINOX
Registration Number:	5753015	AVAYA MOBILE EXPERIENCE
Registration Number:	5128845	AVAYA OCEANA
Registration Number:	3411046	AVAYA ONE-X
Registration Number:	3411047	AVAYA ONE-X
Registration Number:	5513937	AVAYA AURA
Registration Number:	6059536	AVAYA ORCHESTRATOR
Registration Number:	4960224	AVAYA STADIUM
Registration Number:	5124891	AVAYA STADIUM
Registration Number:	5161622	AVAYA STADIUM
Registration Number:	5161623	AVAYA STADIUM
Registration Number:	4726410	AVAYA ONE-X
Registration Number:	3825471	BGATE
Registration Number:	2418092	CALLPILOT
Registration Number:	2855081	CONVERSIVE
Registration Number:	1786298	EXPERT CALLING
Registration Number:	2547570	GUIDE BUILDER
Registration Number:	1786300	INTELLIGENT CALL BLENDING
Registration Number:	4683716	ITNAVIGATOR
Registration Number:	3344968	KONFTEL
Registration Number:	1372962	MAGIC ON HOLD
Registration Number:	3035694	MEETING EXCHANGE
Registration Number:	1342255	MERIDIAN
Registration Number:	2931661	OMNISOUND
Registration Number:	4986573	ONAVAYA
Registration Number:	973939	PERIPHONICS
Registration Number:	2628503	PREDICTIVE AGENT BLEND

Property Type	Number	Word Mark	
Registration Number:	2118787	RADVISION	
Registration Number:	3248266	SCOPIA	
Registration Number:	2425435	VERBOT	
Registration Number:	5302331	ZANG	
Registration Number:	5478366	ZANG	
Registration Number:	5545873	CLEARMETRIX	
Registration Number:	5671662	CONVERSATIONCENTER	
Registration Number:	3013217	GOTVOICE	
Registration Number:	2976251	GOTVOICE	
Registration Number:	5718923	INTELLIGENTWIRE	
Registration Number:	2911426	INTELLISIST	
Registration Number:	2920882	SPEECHFORMS	
Registration Number:	5545862	SPOKEN	
Registration Number:	5545846	SPOKEN	
Registration Number:	3383616	SPOKEN SYSTEM	
Registration Number:	5578433	W	
Registration Number:	6206224	ACOUSTICEDGE	
Registration Number:	6273875	AVAYA CLOUD OFFICE	
Registration Number:	6193712	AVAYA SPACES	
Serial Number:	87813142	AVAYA AVA	
Serial Number:	88333602	AVAYA MOBILE IDENTITY	

### **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: Stewart Walsh

**Address Line 1:** 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1993085 TM REL 1
NAME OF SUBMITTER:	Dahlia Gottlieb
SIGNATURE:	/Dahlia Gottlieb/
DATE SIGNED:	05/09/2023

### **Total Attachments: 6**

source=1. Avaya 2020 Notes - Trademark Lien Release [Executed] RF 7062.0001#page3.tif source=1. Avaya 2020 Notes - Trademark Lien Release [Executed] RF 7062.0001#page4.tif source=1. Avaya 2020 Notes - Trademark Lien Release [Executed] RF 7062.0001#page5.tif

source=1. Avaya 2020 Notes - Trademark Lien Release [Executed] RF 7062.0001#page6.tif source=1. Avaya 2020 Notes - Trademark Lien Release [Executed] RF 7062.0001#page7.tif source=1. Avaya 2020 Notes - Trademark Lien Release [Executed] RF 7062.0001#page8.tif

### **EXECUTION VERSION**

### Release of Security Interest in Trademarks

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), effective as of May 1, 2023 is made by WILMINGTON TRUST, NATIONAL ASSOCIATION., in its capacity as Notes Collateral Agent (referred to herein as the "Collateral Agent") under the Indenture, in favor of AVAYA INC., AVAYA MANAGEMENT L.P., INTELLISIST, INC. and AVAYA INTEGRATED CABINET SOLUTIONS LLC (each a "Grantor", collectively the "Grantors"), pursuant to that certain Notes Security Agreement dated as of September 25, 2020 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the "Security Agreement"). Terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Trademark Security Agreement (as defined below) and the Security Agreement as applicable.

WHEREAS, pursuant to that certain Intellectual Property Security Agreement, dated as of September 25, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Trademark Security Agreement"), 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 Agreement), 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.

WHEREAS, the Collateral Agent recorded the Trademark Security Agreement with the United States Patent and Trademark Office (the "USPTO") on September 25, 2020 on reel 7062 frame 0001; 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.]

2

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

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent

Name:

Rita Marie Ritroveto

Title:

Vice President

[Signature Page to Release of Security Interest in Trademarks]

### Schedule I

## U.S. Trademark and Service Mark Registrations and Applications

### Trademarks

### UNITED STATES TRADEMARKS:

Mark	Registration No.	Registration Date	Status	Grantor
AGENT MAP	4523613	4/29/2014	Registered	Avaya Inc.
AUDIX	1689940	6/2/1992	Registered	Avaya Inc.
AUTHENTIC AVAYA	3012163	11/1/2005	Registered	Avaya, Inc.
AVAYA	2696985	3/18/2003	Registered	Avaya Inc.
AVAYA	3507805	9/30/2008	Registered	Avaya Inc.
AVAYA	4372647	7/23/2013	Registered	Avaya Inc.
AVAYA (Stylized):	2697002	3/18/2003	Registered	Avaya Inc.
AVAYA AURA	3871137	11/2/2010	Registered	Avaya Inc.
AVAYA BREEZE	5212482	5/30/2017	Registered	Avaya Inc.
AVAYA EDGE	5353412	12/12/2017	Registered	Avaya Inc.
AVAYA ENGAGE	5129143	1/24/2017	Registered	Avaya Inc.
AVAYA EQUINOX	5282627	9/05/2017	Registered	Avaya Inc.
AVAYA MOBILE EXPERIENCE	5753015	1/24/2017	Registered	Avaya Inc.
AVAYA OCEANA	5128845	1/24/2017	Registered	Avaya Inc.
AVAYA ONE-X	3411046	4/8/2008	Registered	Avaya Inc.
AVAYA ONE-X (Stylized):	3411047	4/8/2008	Registered	Avaya Inc.

#96784623v2

Avaya Aura	5513937	11/2/2010	Registered	Avaya Inc.
AVAYA ORCHESTRATOR	6059536	5/19/2020	Registered	Avaya Inc.
AVAYA STADIUM	4960224	5/17/2016	Registered	Avaya Inc.
AVAYA STADIUM	5124891	1/17/2017	Registered	Avaya Inc.
AVAYA STADIUM	5161622	3/14/2017	Registered	Avaya Inc.
AVAYA STADIUM	5161623	3/14/2017	Registered	Avaya Inc.
AYAYA ONE-X (Stylized):	4726410	4/28/2015	Registered	Avaya Inc.
BGATE	3825471	7/27/2010	Registered	Avaya Inc.
CALLPILOT	2418092	1/2/2001	Registered	Avaya Inc.
CONVERSIVE	2855081	6/15/2004	Registered	Avaya Inc.
EXPERT CALLING	1786298	8/3/1993	Registered	Avaya Inc.
GUIDE BUILDER	2547570	3/12/2002	Registered	Avaya Inc.
INTELLIGENT CALL BLENDING	1786300	8/3/1993	Registered	Avaya Inc.
ITNAVIGATOR	4683716	2/10/2015	Registered	Avaya Inc.
KONFTEL	3344968	11/27/2007	Registered	Avaya Inc.
MAGIC ON HOLD	1372962	11/26/1985	Registered	Avaya Inc.
MEETING EXCHANGE	3035694	12/27/2005	Registered	Avaya Inc.
MERIDIAN	1342255	6/18/1985	Registered	Avaya Inc.
OMNISOUND	2931661	3/8/2005	Registered	Avaya Inc.
ONAVAYA	4986573	6/28/2016	Registered	Avaya Inc.
PERIPHONICS	0973939	11/27/1973	Registered	Avaya Inc.
PREDICTIVE AGENT BLEND	2628503	10/1/2002	Registered	Avaya Inc.
RADVISION	2118787	12/9/1997	Registered	Avaya Inc. <sup>24</sup>
SCOPIA	3248266	5/29/2007	Registered	Avaya Inc.
VERBOT	2425435	1/30/2001	Registered	Avaya Inc.
ZANG	5302331	10/03/2017	Registered	Avaya Inc.

#96784623v2

ZANG and Design:	5478366	5/29/2018	Registered	Avaya Inc.
≥zang				
CLEARMETRIX	5545873	8/21/2018	Registered	Intellisist, Inc.
CONVERSATIONCENTER	5671662	2/5/2019	Registered	Intellisist, Inc.
GOT VOICE	3013217	11/8/2005	Registered	Intellisist, Inc.
GOT VOICE (and design)	2976251	7/26/2005	Registered	Intellisist, Inc.
INTELLIGENTWIRE	5718923	4/9/2019	Registered	Intellisist, Inc.
INTELLISIST	2911426	12/14/2004	Registered	Intellisist, Inc.
SPEECHFORMS	2920882	1/25/2005	Registered	Intellisist, Inc.
SPOKEN	5545862	8/21/2018	Registered	Intellisist, Inc.
SPOKEN and Design	5545846	8/21/2018	Registered	Intellisist, Inc.
SPOKEN SYSTEM	3383616	2/12/2008	Registered	Intellisist, Inc.
W DESIGN	5578433	10/9/2018	Registered	Intellisist, Inc.
ACOUSTIC EDGE	88090356 (6206224)	8/23/2018	Registered	Avaya Inc.
AVAYA AVA	87813142	2/27/2017	Pending	Avaya Inc.
AVAYA CLOUD OFFICE	88717176 (6273875)	12/5/2019	Registered	Avaya Inc.
AVAYA MOBILE IDENTITY	88333602	3/11/2019	Dead	Avaya Inc.
AVAYA SPACES	88859161 (6193712)	4/3/2020	Registered	Avaya Inc.

#96784623v2

**RECORDED: 05/09/2023**