## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM818558

SUBMISSION TYPE:	RESUBMISSION	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS (REEL/FRAME 6334/0310)	
RESUBMIT DOCUMENT ID:	900771612	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GOLDMAN SACHS BANK USA., as Collateral Agent		05/01/2023	Bank: UNITED STATES

### **RECEIVING PARTY DATA**

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	
Name:	OCTEL COMMUNICATIONS LLC	
Street Address:	350 Mount Kemble Avenue	
City:	Morristown	
State/Country:	NEW JERSEY	
Postal Code:	07960	
Entity Type:	Limited Liability Company: DELAWARE	
Name:	VPNet Technologies, Inc.	
Street Address:	350 Mount Kemble Avenue	
1	TRADEMARK	

**REEL: 008151 FRAME: 0628** 

900780498

City:	Morristown	
State/Country:	NEW JERSEY	
Postal Code:	07960	
Entity Type:	Corporation: DELAWARE	
Name:	ZANG, INC. (former name of Avaya Cloud Inc.)	
Street Address:	350 Mount Kemble Avenue	
City:	Morristown	
State/Country:	NEW JERSEY	
Postal Code:	07960	
Entity Type:	Corporation: DELAWARE	
Name:	HYPERQUALITY, INC.	
Street Address:	350 Mount Kemble Avenue	
City:	Morristown	
State/Country:	NEW JERSEY	
Postal Code:	07960	
Entity Type:	Corporation: DELAWARE	
Name:	HYPERQUALITY II, LLC	
Street Address:	350 Mount Kemble Avenue	
City:	Morristown	
State/Country:	NEW JERSEY	
Postal Code:	07960	
Entity Type:	Limited Liability Company: WASHINGTON	
Name:	CAAS TECHNOLOGIES, LLC	
Street Address:	350 Mount Kemble Avenue	
City:	Morristown	
State/Country:	NEW JERSEY	
Postal Code:	07960	
Entity Type:	Limited Liability Company: NEVADA	

## **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	
Registration Number:	3400400	SPOKEN COMMUNICATIONS	

Property Type	Number	Word Mark	
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	
Serial Number:	87767380	SPOKEN	
Serial Number:	87766999	SPOKEN	
Serial Number:	87603910	CONVERSATIONCENTER	
Serial Number:	87603922	INTELLIGENTWIRE	
Serial Number:	87603925	W	
Serial Number:	87767551	CLEARMETRIX	

## **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 5
NAME OF SUBMITTER:	Dahlia Gottlieb
SIGNATURE:	/Dahlia Gottlieb/
DATE SIGNED:	06/20/2023

#### **Total Attachments: 10**

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#### Release of Security Interest in Trademarks

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), effective as of May 1, 2023 is made by GOLDMAN SACHS BANK USA., in its capacity as collateral agent (referred to herein as the "Collateral Agent"), in favor of AVAYA INC., AVAYA INTEGRATED CABINET SOLUTIONS LLC, OCTEL COMMUNICATIONS LLC, VPNET TECHNOLOGIES, INC., ZANG, INC., INTELLISIST, INC., CAAS TECHNOLOGIES, LLC, HYPERQUALITY II, LLC and HYPERQUALITY, INC. (each a "Grantor", collectively the "Grantors"), pursuant to that certain Term Loan Security Agreement, dated as of December 15, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Terms used herein and not otherwise defined shall have the meanings assigned to such terms in the 2017 Trademark Security Agreement, the 2018 Trademark Security Agreement, the 2018 Supplement and the Security Agreement (each as defined below), as applicable.

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"), (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 (iii) that certain Supplement to the Term Loan 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 Supplement", collectively with the 2017 Trademark Security Agreement and the 2018 Trademark 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.

**WHEREAS,** the Collateral Agent recorded the 2017 Trademark Security Agreement with the United States Patent and Trademark Office (the "USPTO") on January 9, 2018 on reel 6245 frame 0291;

**WHEREAS**, the Collateral Agent recorded the 2018 Trademark Security Agreement with the USPTO on May 22, 2018 on reel 6394 frame 0574;

**WHEREAS,** the Collateral Agent recorded the 2018 Supplement with the USPTO on May 22, 2018 on reel 6334 frame 0310; 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 Agreements.
- (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 Ac

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.]

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

GOLDMAN SACHS BANK USA., as Collateral Agent

By: \_\_\_\_\_

Name: Maria Riaz

Title: Authorized Signatory

[Signature Page to Release of Security Interest in Trademarks]

# RF 6245/0291 - 12/15/2017 - Goldman Sachs Bank USA.

## UNITED STATES TRADEMARKS:

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. <sup>23</sup>
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			
AVAYA AURA	3871137	11/2/2010	Avaya Inc. 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.
AVAYA ONE-X	3411046	4/8/2008	Avaya Inc.
AVAYA ONE-X (Stylized):	3411047	4/8/2008	
awa amex			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	4726410	4/28/2015	
(Stylized):			
avayaone*			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	1786300	8/3/1993	
BLENDING			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.
MEETING EXCHANGE	3035694	12/27/2005	Avaya Inc.
MERIDIAN	1342255	6/18/1985	Avaya Inc.
NORSTAR and Design:	1509113	10/18/1988	
cordor			
norslar			Avaya Inc.
OMNISOUND	2931661	3/8/2005	Avaya Inc.
ONAVAYA	4986573	6/28/2016	Avaya Inc.
PERIPHONICS	0973939	11/27/1973	Avaya Inc.
	2241578	4/27/1999	Avaya Inc.
PERIVIEW	2241376		1
PREDICTIVE AGENT BLEND	2628503	10/1/2002	Avaya Inc.

SCOPIA	3248266	5/29/2007	Avaya Inc.
SERENADE	2274684	8/31/1999	Avaya Inc.
TELAPI	4247453	11/20/2012	AVAYA CLOUD INC. (by successor of name change to Zang, Inc.)
VERBOT	2425435	1/30/2001	Avaya Inc.
VPNREMOTE	2250643	6/1/1999	VPNet Technologies, Inc.
ZANG	5302331	10/03/2017	Avaya Inc.

Applications:

Mark	Serial No.	Filing Date	Grantor
AVAYA EDGE	87/223810	11/2/2016	Avaya Inc.
AVAYA ARC	87396396	04/03/2017	Avaya Inc.
AVAYA AURA	86090791	10/14/2013	Avaya Inc.
AVAYA PIVOT	87396370	04/03/2017	Avaya Inc.
AVAYA SURGE	87229772	11/08/2016	Avaya Inc.
AVAYA VANTAGE	87164548	09/08/2016	Avaya Inc.
ZANG and Design:	87224016	11/03/2016	Avaya Inc.
≷zang			

## RF 6394/0574 - 05/08/2018 - Goldman Sachs Bank USA.

UNITED STATES TRADEMARKS:

OWNER	TITLE	SERIAL NO. & REG.NO.
INTELLISIST, INC.	GOTVOICE (STANDARD CHARACTERS)	78/443,281 3013217
INTELLISIST, INC.	GOTVOICE (STYLIZED AND DESIGN)	78/443,229 2976251
INTELLISIST, INC.	INTELLISIST	76/452,541 2911426
INTELLISIST, INC.	SPEECHFORMS	78/358,398 2920882
INTELLISIST, INC.	VOICE WORKFLOW	78/593,782 3319837
INTELLISIST, INC.	YOUR PEOPLE. OUR TECHNOLOGY. REAL RESULTS.	78/593,793 3303621
INTELLISIST, INC.	SPOKEN SYSTEM	78/906,308 3383616
INTELLISIST, INC.	SPOKEN COMMUNICATIONS	78/906,317 3400400
INTELLISIST, INC.	SELF-SERVICE GUARANTEED	78/906,323 3361134

INTELLISIST, INC.	GUIDED SPEECH IVR	78/906,330 3393750
INTELLISIST, INC.	GUIDED SPEECH IVR	78/906,334 3374605
INTELLISIST, INC.	GUIDED SPEECH PLATFORM	77/354,122 3552291
INTELLISIST, INC.	WHEN THE CALLER EXPERIENCE MATTERS	77/378,884 3880296
INTELLISIST, INC.	VOICE TO ACTION	85/054,387 4000970
INTELLISIST, INC.	GOTSEARCH (IC 009)	77/932,902 3955683
INTELLISIST, INC.	GOTSEARCH (IC 042)	77/935,132 3936532

# **Applications:**

#96771951v3

OWNER	DESCRIPTION	APP. SERIAL NO.
INTELLISIST, INC.	SPOKEN	87767380
INTELLISIST, INC.	SPOKEN (DESIGN)	87766999
INTELLISIST, INC.	CONVERSATIONCENTER	87603910
INTELLISIST, INC.	INTELLIGENTWIRE	87603922
INTELLISIST, INC.	w	87603925
INTELLISIST, INC.	CLEARMETRIX	87767551

I-1

# RF 6334/0310 - 5/8/2018 - Goldman Sachs Bank USA.

UNITED STATES TRADEMARKS:

OWNER	TITLE	REG.NO.
INTELLISIST, INC.	GOTVOICE (STANDARD CHARACTERS)	78/443,281 3013217
INTELLISIST, INC.	GOTVOICE (STYLIZED AND DESIGN)	78/443,229 2976251
INTELLISIST, INC.	INTELLISIST	76/452,541 2911426
INTELLISIST, INC.	SPEECHFORMS	78/358,398 2920882
INTELLISIST, INC.	VOICE WORKFLOW	78/593,782 3319837
INTELLISIST, INC.	YOUR PEOPLE. OUR TECHNOLOGY. REAL RESULTS.	78/593,793 3303621
INTELLISIST, INC.	SPOKEN SYSTEM	78/906,308 3383616
INTELLISIST, INC.	SPOKEN COMMUNICATIONS	78/906,317 3400400
INTELLISIST, INC.	SELF-SERVICE GUARANTEED	78/906,323 3361134
INTELLISIST, INC.	GUIDED SPEECH IVR	78/906,330 3393750

#96771951v3 I-2

INTELLISIST, INC.	GUIDED SPEECH IVR	78/906,334 3374605
INTELLISIST, INC.	GUIDED SPEECH PLATFORM	77/354,122 3552291
INTELLISIST, INC.	WHEN THE CALLER EXPERIENCE MATTERS	77/378,884 3880296
INTELLISIST, INC.	VOICE TO ACTION	85/054,387 4000970
INTELLISIST, INC.	GOTSEARCH (IC 009)	77/932,902 3955683
INTELLISIST, INC.	GOTSEARCH (IC 042)	77/935,132 3936532

Applications: OWNER	<u>TITLE</u>	Serial.NO.
INTELLISIST, INC.	SPOKEN	87767380
INTELLISIST, INC.	SPOKEN (DESIGN)	87766999
INTELLISIST, INC.	CONVERSATIONCENTER	87603910
INTELLISIST, INC.	INTELLIGENTWIRE	87603922
INTELLISIST, INC.	W	87603925
INTELLISIST, INC.	CLEARMETRIX	87767551

#96771951v3 I-3

**RECORDED: 05/09/2023**