

04-29-1999



RECORDATION FORM COVER SHEET

101023198

TRADEMARKS

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original documents or copy thereof.

1. Name of conveying party:

Mitel Corporation.

2. Name and address of receiving party:

Canadian Imperial Bank of Commerce,  
as Secured Party  
Commerce Court West  
199 Bay Street  
Toronto, Ontario M5L 1A2  
Canada

3. Nature of conveyance:

Grant of Trademark Security Interest

Execution Date: September 30, 1998

4. Application numbers and trademark numbers:

A. Trademark Application Nos.

None

B. Trademark Registration Nos.

2,173,426  
2,173,308

5. Name and address of party to whom correspondence concerning document should be mailed:

Peter Kelly  
Legal Assistant  
O'Melveny & Myers LLP  
555 13th Street, N.W.  
Washington, D.C. 20004

6. Total number of applications and registrations involved:

2

7. Total fee:

\$ 65.00 (Enclosed)

8. Deposit Account Number:

N/A

9. Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Peter Kelly  
Name of Person Signing

*Peter Kelly*  
Signature

April 12, 1999  
Date

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET: 4

04/28/1999 JSHABAZZ 00000191 2173426

01 FC:481  
02 FC:482

( 40.00 DP  
25.00 DP )

MTRV  
4.12.99



**SUPPLEMENTAL SCHEDULE I  
TO  
COMPANY PATENT AND TRADEMARK SECURITY AGREEMENT (U.S.)**

REGISTERED OWNER	U.S. TRADEMARK DESCRIPTION	REGISTRATION NUMBER	REGISTRATION DATE
MITEL CORPORATION	*G Design (colour)	2,173,426	07/14/1998
	*XPRESSCONNECT	2,173,308	07/14/1998

\*Assigned from Gandalf

REGISTERED OWNER	U.S. TRADEMARK DESCRIPTION	APPLICATION NUMBER	APPLICATION DATE
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NIL

**PATENTS ISSUED**

<b>Patent Number</b>	<b>Description</b>	<b>Inventors</b>	<b>Date Issued</b>
5,778,682	Reactive PVD With NEG Pump	Ouellet	Jul14/98
5,802,396	Adaptive Communication System	Gray	Sept1/98

**PATENTS PENDING**

<b>Application Number</b>	<b>Description</b>	<b>Inventors</b>	<b>Date Filed</b>
29/090649	Telephone Sets	Nogas	Jul13/98
09/121054	Radio Frequency Zero If Direct Down Converter	Manku et al	Jul23/98
09/140441	Modulated Local Oscillator	Manku et al	Aug28/98
not reported	Nonlinear Processor Acoustic Echo Canceller	Reesor et al	Aug31/98
09/148691	Method and System for Presenting Computer-Telephony Options	Gray et al	Sep4/98
09/113494	Confusion Data Generator	Babir	July10/98
09/113187	Initializer for a Confusion Data Generator	Babir	July10/98
09/143973	Nonlinear Processor for Acoustic Echo Canceller	Reesor et al	Aug31/98
09/163248	Timing Recovery with Minimum Jitter Movement	Jin et al	Sept30/98
09/161434	Tone and Periodical Signal Detection	Jin et al	Sept24/98
09/163247	Howling Controller	Remes	Sept30/98

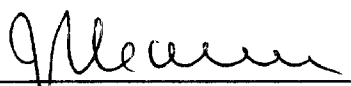
**COMPANY PATENT AND TRADEMARK  
SECURITY AGREEMENT SUPPLEMENT**

This COMPANY PATENT AND TRADEMARK SECURITY AGREEMENT SUPPLEMENT, dated as of September 30, 1998, is delivered pursuant to sections 6(d) and 6(e) of that certain Company Patent and Trademark Security Agreement (U.S.), dated as of February 12, 1998 (as it may be from time to time amended, modified or supplemented, the "**Security Agreement**"), by and among Mitel Corporation, as Grantor, and Canadian Imperial Bank of Commerce, as Secured Party. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Security Agreement.

Subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the Collateral listed on Supplemental Schedule I and Schedule II attached hereto, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located. All such Collateral shall be deemed to be part of the Collateral and hereafter subject to each of the terms and conditions of the Security Agreement.

IN WITNESS WHEREOF, Grantor has caused this Supplement to be duly executed and delivered by its duly authorized officer as of September 30, 1998.

**MITEL CORPORATION**

By:   
Jean-Vacques Carrier  
Senior Vice President Finance and  
Chief Financial Officer