

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Inter-Tel (Delaware), Incorporated	FORMERLY Inter-Tel, Incorporated	08/16/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Morgan Stanley & Co. Incorporated
Street Address:	1585 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 49

Property Type	Number	Word Mark
Registration Number:	2627935	AXXESS
Registration Number:	2582717	AXXESSORY TALK CENTRAL
Registration Number:	2097513	CLEARCONNECT
Registration Number:	2744462	COMMSOURCE
Registration Number:	2877312	COMMUNICATING PERFORMANCE
Registration Number:	2843707	COMMUNICATION IN MOTION
Registration Number:	2882556	COMMUNICATION IN MOTION
Registration Number:	2843708	COMMUNICATION IN MOTION
Registration Number:	2852017	CONNECTION ASSISTANT
Registration Number:	2513725	ECLIPSE ENABLED
Registration Number:	2959451	EDGE
Registration Number:	1480499	ENCORE
Registration Number:	1783877	ENCORE CX
Registration Number:	2880439	ENTERPRISE

TRADEMARK

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Registration Number:	1137273	EQUITY
Registration Number:	1790882	EXECUTONE
Registration Number:	0682812	EXECUTONE
Registration Number:	1367398	EXECUTONE
Registration Number:	0683296	EXECUTONE
Registration Number:	2941782	
Registration Number:	3009465	
Registration Number:	1824131	INFOSTAR
Registration Number:	2762690	INTER-HOLD
Registration Number:	2762693	INTER-HOLD
Registration Number:	2439826	INTERPRISE
Registration Number:	2963974	INTER-TEL
Registration Number:	0998103	INTER-TEL
Registration Number:	1689967	INTER-TEL
Registration Number:	1793881	INTER-TEL
Registration Number:	2700057	INTER-TEL
Registration Number:	2749733	INTER-TEL
Registration Number:	2749732	INTER-TEL
Registration Number:	2345372	INTER-TEL VOCAL'NET
Registration Number:	2995794	INTOTAL
Registration Number:	2930625	INTROLINK
Registration Number:	1401975	ISOETEC
Registration Number:	2811404	ITTV
Registration Number:	2175073	MEDLEY
Registration Number:	2686328	NETSOLUTIONS
Registration Number:	2875670	PATH TO EXCELLENCE
Registration Number:	2521626	POWERPLUS
Registration Number:	2731358	SPEAKING FROM EXPERIENCE
Registration Number:	3256150	
Registration Number:	2526105	TALK TO AGENT
Registration Number:	2240162	THE VOICE OF THE INTERNET
Registration Number:	2343548	TOTALEASE
Registration Number:	3157823	TOTALSOLUTION
Registration Number:	2762534	UNIFIED COMMUNICATOR
Serial Number:	77237758	FREEDOM TO COMMUNICATE

TRADEMARK

REEL: 003621 FRAME: 0594

CORRESPONDENCE DATA

Fax Number: (514)904-8101

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 514-904-8100

Email: ipmtl@osler.com

Correspondent Name: Osler, Hoskin & Harcourt LLP

Address Line 1: 1000 rue De La Gauchetiere Ouest

Address Line 2: Suite 2100

Address Line 4: Montreal, CANADA H3B 4W5

ATTORNEY DOCKET NUMBER:	1102551
NAME OF SUBMITTER:	Jonathan Cutler
Signature:	/Jonathan David Cutler/
Date:	09/14/2007

Total Attachments: 11

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THE EXERCISE BY THE COLLATERAL AGENT OR ANY OF THE SECURED PARTIES OF THEIR RIGHTS HEREUNDER IS SUBJECT TO THE TERMS, CONDITIONS AND RESTRICTIONS OF THE INTERCREDITOR AGREEMENT REFERRED TO IN SECTION 7 BELOW.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 16, 2007 (this "Agreement"), is made by INTER-TEL (DELAWARE), INCORPORATED, formerly known as INTER-TEL, INCORPORATED, a Delaware corporation (the "Grantor"), in favor of MORGAN STANLEY & CO. INCORPORATED, as the collateral agent (together with its successor(s) thereto in such capacity, the "Collateral Agent") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of August 16, 2007 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Mitel US Holdings, Inc., a Delaware corporation (the "Borrower"), Mitel Networks Corporation, a company organized under the laws of Canada (the "Parent"), the various financial institutions and other Persons from time to time parties thereto (together with any Assignee Lenders, the "Lenders"), Morgan Stanley Senior Funding, Inc. ("MSSF"), as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), Morgan Stanley & Co. Incorporated ("MS&Co"), as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent"), and MSSF and Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch"), as co-syndication agents (in such capacities, the "Syndication Agents") and joint lead arrangers and joint bookrunners (in such capacities, the "Arrangers");

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a U.S. Pledge and Security Agreement, dated as of August 16, 2007 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent for its benefit and the notable benefit of each other Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, and hereby grants to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

(a) (i) all of its Trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark"), with the exception of those Intent-to-Use trademark applications in respect of which the granting of a security interest therein would be void or illegal under any applicable governmental law, rule, or regulation, or pursuant thereto would result in or permit the termination thereof;

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto, with the exception of those licenses or other agreements that the grant of the security interest therein would (A) constitute a violation of a valid and enforceable restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained, or (B) give any other party to such license or other agreement the right to terminate its obligations thereunder;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all Proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Collateral Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Collateral Agent hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article XI thereof.

SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the exercise of any right or remedy by the Administrative Agent or any Secured Party hereunder is subject to the terms, conditions and provisions of the Intercreditor Agreement in all respects. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control in all respects.

SECTION 8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile (or other electronic) transmission shall be effective as a delivery of a manually executed counterpart of this Agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

INTER-TEL (DELAWARE), INCORPORATED

By: _____

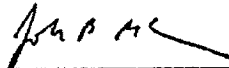
Name:

Steve Spooner

Title:

President

MORGAN STANLEY & CO. INCORPORATED,
as Collateral Agent

By: 
Name: John B. McCann
Title: Managing Director
Morgan Stanley & Co. Incorporated

Trademark Security Agreement (Second Lien)

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TRADEMARK
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SCHEDULE I
to U.S. Trademarks Agreement

Item A. Trademarks

Registered Trademarks

Mitel US entities: None.

Inter-Tel (Delaware), Incorporated and US Subsidiaries:

<u>Name of Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Jurisdiction</u>	<u>Applicant/ Registered Owner</u>
AXXESS	2627935	10/1/2002	U.S.	Inter-Tel, Inc
AXXESSORY TALK CENTRAL	2582717	6/18/2002	U.S.	Inter-Tel, Inc.
CLEARCONNECT	2097513	9/16/1997	U.S.	Inter-Tel, Inc.
COMMSOURCE	2744462	7/29/2003	U.S.	Inter-Tel, Inc.
COMMUNICATING PERFORMANCE	2877312	8/24/2004	U.S.	Inter-Tel, Inc.
COMMUNICATION IN MOTION	2843707	5/18/2004	U.S.	Inter-Tel, Inc.
COMMUNICATION IN MOTION	2882556	9/7/2004	U.S.	Inter-Tel, Inc.
COMMUNICATION IN MOTION	2843708	5/18/2004	U.S.	Inter-Tel, Inc.
CONNECTION ASSISTANT	2852017	6/18/2004	U.S.	Inter-Tel, Inc.
ECLIPSE ENABLED	2513725	12/4/2001	U.S.	Inter-Tel, Inc.
EDGE	2959451	6/7/2005	U.S.	Inter-Tel, Inc.
ENCORE	1480499	3/15/1988	U.S.	Inter-Tel, Inc.
ENCORE CX	1783877	7/27/1993	U.S.	Inter-Tel, Inc.
ENTERPRISE	2880439	8/31/2004	U.S.	Inter-Tel, Inc.
EQUITY	1137273	6/24/1980	U.S.	Inter-Tel, Inc.
EXECUTONE (LOGO)	1790882	8/31/1993	U.S.	Inter-Tel, Inc.
EXECUTONE	682812	8/4/1959	U.S.	Inter-Tel, Inc.
EXECUTONE	1367398	10/29/1985	U.S.	Inter-Tel, Inc.
EXECUTONE	683296	8/11/1959	U.S.	Inter-Tel, Inc.

Name of Mark	Registration Number	Registration Date	Jurisdiction	Applicant/ Registered Owner
FREEDOM TO COMMUNICATE	77/237758	PENDING	U.S.	Inter-Tel (Delaware), Incorporated
"GLOBE" LOGO	2941782	4/19/2005	U.S.	Inter-Tel, Inc.
"I" LOGO	3009465	10/25/2005	U.S.	Inter-Tel, Inc.
INFOSTAR	1824131	3/1/1994	U.S.	Inter-Tel, Inc.
INTER-HOLD	2762690	9/9/2003	U.S.	Inter-Tel, Inc.
INTER-HOLD	2762693	9/9/2003	U.S.	Inter-Tel, Inc.
INTERPRISE	2439826	4/3/2001	U.S.	Inter-Tel, Inc.
INTER-TEL	2963974	6/28/2005	U.S.	Inter-Tel, Inc.
INTER-TEL	998103	11/12/1974	U.S.	Inter-Tel, Inc.
INTER-TEL	1689967	6/2/1992	U.S.	Inter-Tel, Inc.
INTER-TEL	1793881	9/21/1993	U.S.	Inter-Tel, Inc.
INTER-TEL LOGO	2700057	3/25/2003	U.S.	Inter-Tel, Inc.
INTER-TEL LOGO	2749733	8/12/2003	U.S.	Inter-Tel, Inc.
INTER-TEL LOGO	2749732	8/12/2003	U.S.	Inter-Tel, Inc.
INTER-TEL VOCAL'NET	2345372	4/25/2000	U.S.	Inter-Tel, Inc.
INTOTAL	2995794	9/13/2005	U.S.	Inter-Tel, Inc.
INTROLINK	2930625	3/8/2005	U.S.	Inter-Tel, Inc.
ISOETEC	1401975	7/22/1986	U.S.	Inter-Tel, Inc.
ITTV	2811404	2/3/2004	U.S.	Inter-Tel, Inc.
LANTASTIC	1644997	5/21/1991	U.S.	Inter-Tel Business Information Systems, Inc.
LINKTIVITY	2737795	7/15/2003	U.S.	Inter-Tel Business Information Systems, Inc.
LINKTIVITY WEBINTERACTIVE	2769678	9/30/2003	U.S.	Inter-Tel Business Information Systems, Inc.

Name of Mark	Registration Number	Registration Date	Jurisdiction	Applicant/ Registered Owner
MASTERVVOX	1889707	04/18/1995	U.S.	Inter-Tel Integrated Systems, Inc.
MEDLEY	2175073	7/21/1998	U.S.	Inter-Tel, Inc.
NETSOLUTIONS	2686328	2/11/2003	U.S.	Inter-Tel, Inc.
PATH TO EXCELLENCE	2875670	8/17/2004	U.S.	Inter-Tel, Inc.
POWERPLUS	2521626	12/25/2001	U.S.	Inter-Tel, Inc.
SPEAKING FROM EXPERIENCE	2731358	7/1/2003	U.S.	Inter-Tel, Inc.
SWOOP LOGO	3256150	06/26/07	U.S.	Inter-Tel (Delaware), Incorporated
TALK TO AGENT	2526105	1/1/2002	U.S.	Inter-Tel, Inc.
THE VOICE OF THE INTERNET	2240162	4/20/1999	U.S.	Inter-Tel, Inc.
TOTALEASE	2343548	4/18/2000	U.S.	Inter-Tel, Inc.
TOTALSOLUTION	3157823	10/17/2006	U.S.	Inter-Tel, Inc.
UNIFIED COMMUNICATOR	2762534	9/9/2003	U.S.	Inter-Tel, Inc.
WEBDEMO	2560316	9-Apr-02	U.S.	Inter-Tel Business Information Systems, Inc.
WINBEEP	2113524	18-Nov-97	U.S.	Inter-Tel Business Information Systems, Inc.
AXXESS	2321229	1/21/2003	UK	Inter-Tel, Inc.
AXXESS	874079	3/30/2005	MEXICO	Inter-Tel, Inc.
ENCORE	379042	2/1/1991	CANADA	EIBIS
EQUITY	347483	11/4/1988	CANADA	EIBIS
EXECUTONE	334126	11/13/1987	CANADA	EIBIS
EXECUTONE	1960 02172	9/10/1960	DENMARK	EIBIS
EXECUTONE	1718117	11/17/1996	JAPAN	EIBIS
EXECUTONE	943407	10/30/2000	ITALY	EIBIS

Name of Mark	Registration Number	Registration Date	Jurisdiction	Applicant/ Registered Owner
EXECUTONE	55858	4/7/1960	NORWAY	EIBIS
EXECUTONE	781265	2/11/1959	UK	EIBIS
EXECUTONE (LOGO)	29756	12/19/1990	PUERTO RICO	EIS
EXECUTONE	91197	12/30/1960	SWEDEN	EIBIS
EXECUTONE	1553895	7/6/1992	SPAIN	EIBIS
EXECUTONE	P295628	7/26/1978	SWITZERLAND	EIBIS
EXECUTONE	115121-F	10/2/1985	VENEZUELA	EIBIS
EXECUTONE (LOGO)	114667	7/10/1959	CANADA	EIBIS
INTER-TEL	420116	11/26/1993	CANADA	Inter-Tel, Inc.
INTER-TEL	617880	8/27/2004	CANADA	Inter-Tel, Inc.
INTER-TEL	4796786	8/20/2004	JAPAN	Inter-Tel, Inc.
INTER-TEL	2314927	11/4/2002	UK	Inter-Tel, Inc.
INTER-TEL	935788	11/27/2002	AUSTRALIA	Inter-Tel, Inc.
INTER-TEL (LOGO)	617211	8/20/2004	CANADA	Inter-Tel, Inc.
INTER-TEL (LOGO)	4690807	7/11/2003	JAPAN	Inter-Tel, Inc.
INTER-TEL (LOGO)	935789	11/27/2002	AUSTRALIA	Inter-Tel, Inc.
INTER-TEL (LOGO) (blue color) not renewed on 5/27/07	2133859	1/16/1998	UK	Inter-Tel, Inc.
INTER-TEL (LOGO) (black color)	2314664	11/1/2002	UK	Inter-Tel, Inc.
INTER-TEL VOCAL NET SERVER (LOGO)	2141369	12/4/1988	UK	Inter-Tel, Inc.
INTER-TEL VOCAL'NET (LOGO)	2166135	7/16/1999	UK	Inter-Tel, Inc.
ISOETEC	382443	3/29/1991	CANADA	EIBIS
ISOETEC	29580	10/22/1990	PUERTO RICO	EIS
ISOETEC	943406	10/30/2000	ITALY	EIBIS
ISOETEC	1509241	N/A	JAPAN	EIBIS
LANTASTIC	1391938	1/31/1990	UK	IBIS

Name of Mark	Registration Number	Registration Date	Jurisdiction	Applicant/ Registered Owner
RECOVERIT	2,500,816	10/23/01	U.S.	Converging Technologies, Inc.
COSESSION	2,540,206	02/19/02	U.S.	Converging Technologies, Inc.
COSESSION REMOTE	2,122,229	12/16/97	U.S.	Converging Technologies, Inc.
U OF E	2,624,462	09/24/02	U.S.	Converging Technologies, Inc.
YOUR REMOTE POSSIBILITY	2,770,079	09/30/03	U.S.	Converging Technologies, Inc.
WEBDEMO	002135978	6/20/02	Europe	Spartacom Technologies, Inc.
LINKTIVITY	002184331	7/29/02	Europe	Spartacom Technologies, Inc.
LANTASTIC	551,604	3/6/98	Australia	Spartacom Technologies, Inc.
LANTASTIC	TMA407,417	1/29/93	Canada	Spartacom Technologies, Inc.

Name of Mark	Registration Number	Registration Date	Jurisdiction	Applicant/ Registered Owner
LANTASTIC	002293918	10/30/02	Europe, Austria, Belgium, Cyprus, Czech Rep, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, UK, Lithuania, Luxemburg, Malta, Poland, Portugal, Slovakia, Spain, Sweden, The Netherlands	Inter-Tel (Delaware), Incorporated
LANTASTIC	1,169,389		Germany	Artisoft, Inc.
LANTASTIC	467,052	3/25/93	Mexico	Artisoft, Inc.
WEBINTERACTIVE	002293892	3/12/04	Europe	Inter-Tel (Delaware), Incorporated
COSESSION	001074087	5/16/00	Europe	Inter-Tel (Delaware), Incorporated
HomeLink	216,954	9/10/99	Ireland	Inter-Tel (Delaware), Incorporated

Pending Trademark Applications

MITEL: None

Inter-Tel: New TM filing with USPTO for "FREEDOM TO COMMUNICATE".