## 15588

# **1 \$40.00**

## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

| Name              | Formerly | Execution Date | Entity Type         |
|-------------------|----------|----------------|---------------------|
| Mitel Corporation |          | 02/15/2001     | CORPORATION: CANADA |

### RECEIVING PARTY DATA

| Name:           | Mitel Networks Corporation |
|-----------------|----------------------------|
| Street Address: | 350 Legget Drive           |
| City:           | Kanata, Ontario            |
| State/Country:  | CANADA                     |
| Postal Code:    | K2K 2W7                    |
| Entity Type:    | CORPORATION: CANADA        |

### PROPERTY NUMBERS Total: 1

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 1558854 | GANDALF   |

### **CORRESPONDENCE DATA**

Fax Number: (415)217-5910

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

Phone: 4154341600

Email: trademark@howardrice.com

Correspondent Name: HOWARD RICE NEMEROVSKI CANADY FALK & RAB

Address Line 1: 3 Embarcadero Center, 7th Floor Address Line 2: attn: Carole F. Barrett, Esq.

Address Line 4: San Francisco, CALIFORNIA 94111-4024

ATTORNEY DOCKET NUMBER: 12224.0063

### DOMESTIC REPRESENTATIVE

Name: HOWARD RICE NEMEROVSKI CANADY FALK & RAB

Address Line 1: 3 Embarcadero Center, 7th Floor Address Line 2: attn: Carole F. Barrett, Esq.

TRADEMARK REEL: 003904 FRAME: 0478

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| Address Line 4: San Francisco, CALIFOR  | NIA 94111-4024    |
|---|-------------------|
| NAME OF SUBMITTER:  | Carole F. Barrett |
| Signature:  | /CFB_dch/         |
| Date:   | 12/16/2008        |
| Total Attachments: 3 source=Assignment Mitel to Mitel Networks: source=Assignment Mitel to Mitel Networks: source=Assignment Mitel to Mitel Networks: | #page2.tif        |

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### TRADE-MARK ASSIGNMENT

WHEREAS Mitel Corporation (hereinafter "the Assignor"), whose full post office address is 350 Legget Drive, Kanata, Ontario, Canada, K2K 2W7, is the owner of the trade marks set out in Schedule "A" hereto (hereinafter collectively the "Trade-marks");

AND WHEREAS Mitel Networks Corporation (hereinafter "the Assignee") whose full post office address is 350 Legget Drive, Kanata, Ontario, Canada, K2K 2W7, is desirous of acquiring all of Assignor's worldwide right, title and interest in and to the Trade-marks together with the goodwill associated therewith;

NOW THEREFORE, in consideration of ten dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby irrevocably and unconditionally sells, assigns, transfers and conveys to the Assignee, all of its right, title and interest in Canada, the United States and all jurisdictions throughout the world in and to the Trade-marks, including all registrations and applications for registration of the Trade-marks, all goodwill associated therewith, all rights of action appurtenant or relating thereto, and all rights as a party in any oppositions, expungement proceedings or any similar proceedings, the same to be held by the Assignee as fully and effectively as they would have been held by the Assignor had this assignment not taken place.

The Assignor hereby covenants and agrees that it will, without further consideration, and as may be requested by Assignee from time to time, communicate with the Assignee, its successors and assigns, any facts known to it respecting the Trade-marks, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Trade-marks in said Assignee, its successors or assigns, make all rightful oaths and generally do everything possible to aid the Assignee, its successors and assigns, to obtain full and complete assignment of the Trade-marks.

| , 1   |
|---|
| SIGNED at Kanata, Ontario, this 15th day of February, 2001. |
| Per: Oh Illeur  |
| Name: Jank Intere JJ CANNIAN                                |
| Title: S. VP. Homo Resources Carellaural & Secrety          |
| I have the authority to bind the Corporation.               |
| The undersigned Assignee hereby accepts this Assignment.    |
| Per: / ful ful  |
| Name:   |
|   |
| Title:  |
| I have the authority to bind the Corporation.               |

TRADEMARK
REEL: 003904 FRAME: 0480

Schedule "A"

REEL: 003904 FRAME: 0481

February 12, 2001

Schedule 3.16(2) - Trade-marks

| (tst)            | 73/763,082<br>Nov. 10, 1988 | Electronic information transmission and receiving units, processing units. | Registered. Next Renewal: OCT, 3, 2009 | United States          | ' |
|------------------|-----------------------------|--|--|------------------------|---|
|                  |                             | switching units, and computer  |  |                        |   |
|                  | 1,558,854<br>Oct. 3, 1989   | programs useable therewith   |  |                        |   |
| GANDALF Design 9 | 9881/85                     | Electronic digital transmission,   | Registered.                            | Venezuela              |   |
| (1st) /          | Aug. 21, 1985               | receiving and switching equipment,   | Next Renewal: SEP. 18, 2002            |                        |   |
| -                |                             | namely, data sets, modems,   |  |                        |   |
|                  | 130,194                     | multiplexers, switches and devices for                                     |  |                        |   |
|                  | Sep. 18, 1987               | connecting network protocols   |  |                        |   |
| GANDALF XPRESS 7 | 784,355                     | Data communications software and/or  | Registered.                            | Canada                 |   |
|                  | June 5, 1995                | hardware   | Next Renewal: MAY 24, 2011             |                        |   |
|                  |                             |  |  |                        |   |
| 7                | 458,157                     |  |  | 7                      | ر |
|                  | May 24, 1996                |  |  |                        | J |
| INFOTRON         | 1,367,637                   | Electrical and electronic apparatus and                                    | Registered                             | United Kingdom         | ) |
|                  | Dec. 15, 1988               | instruments; telecommunications  | Next Renewal: DEC. 15, 2005            | 3                      | 4 |
|                  |                             | apparatus and instruments; apparatus                                       | (Currently stands in the name of       |                        |   |
|                  | 1,367,637                   | and instruments for the storage,   | Gandalf Systems Corporation)           |                        | 2 |
|                  | Dec. 15, 1988               | retrieval, display, processing and   |  | 7                      | _ |
|                  |                             | transmission of data; and parts and  |  | \                      |   |
|                  |                             | fittings for all the aforesaid goods; all                                  |  |                        |   |
| ··               |                             | included in Class 9  |  |                        |   |
| PACX             | 73/436,652                  | Contention switches for providing  | Registered.                            | United States          |   |
|                  | July 28, 1983               | connections, between terminals and   | Next Renewal: AUG. 21, 2004            | (Canadian registration |   |
|                  |                             | electronic data bases, and parts thereof                                   |  | was not renewed -      |   |
|                  | 1,290,820                   |  |  | Sept. 30/98)           |   |
| 7                | Aug. 21, 1984               |  |  |                        |   |

TRADEMARK REEL: 003904 FRAME: 0482

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**RECORDED: 12/16/2008**