Form **PTO-1594** (Rev. 12-11)
OMB Collection 0651-0027-(exp. 04/30/2015)
REC

04/08/2013



nited States Patent and Trademark Office

U.S. DEPARTMENT OF COMMERCE

10 10 10	3657132
To the Director of the U. Sapatent and Trademark Office: P	lease record the attached documents or the new address(es) below.
1. Name of conveying party(ies): MITEL NETWORKS CORPORATION	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? No Name: Wilmington Trust, N.A., as Second Collateral Agent
☐ Individual(s) ☐ Association ☐ Partnership ☐ Limited Partnership ☒ Corporation- State: CANADA ☐ Other	Street Address: 50 South Sixth Street City: Minneapolis State: MN Country: USA Individual(s) Citizenship Association Citizenship Partnership Citizenship Limited Partnership Citizenship Corporation Citizenship If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)
4. Application number(s) or registration number(s) A. Trademark Application No.(s) 85/540089 85/693768 M(TAG) 5000 HXCOMPACT C. Identification or Description of Trademark(s) (and File AXXESS IT'S NOT MAGIC LIGHTWARE	B. Trademark Registration No.(s) 3817509 4210014 1923351 3296014 Additional sheet(s) attached? Yes No No No MITEL NAVIGATOR Refund Ref:
5. Name & address of party to whom correspondent concerning document should be mailed: Name: Michelle Whittington	6. Total number of applications and registrations involved: Refund Total \$433.00
Internal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$_1280.
Street Address: 1146 N Alma School Road	Authorized to be charged to deposit account Enclosed
City: Mesa	8. Payment Information:
State: AZ Zip: 85201	04/09/2013 KNGUYEN1 00000033 85540089
Phone Number: 480.961.9000 X 23152	01 FC:8521 49.00 OP 775.00 OP
Docket Number:	Deposit Accountateuribei
Email Address: michelle whittington@mitel.com	Authorized User Name
9. Signature: Whole Whoth Miss. Signature	28 March 2013 Date
Michelle Whittington	Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Name of Person Signing

Recordation Form Cover Sheet - Trademarks - Continuation of Item 4

Trademark Security Interest

4.	Trademark Application No.	Registration No.	Description of Trademark
	1961215 1944812 1947798 1949827		MITEL MITEL MITEL MITEL
	1109181 1098607 1902404		MITEL M logo M logo M MITEL
	1091325 1944813 1904370 1911785		M MITEL M MITEL M MITEL
	1949826 3509945 3679055		M MITEL NUPOINT MESSENGER IP PRESENCE
	3654785 1368731 1372230 1150303		SIMPLY COMMUNICATING SUPERSET SUPERSET 4 (LOGO) SX-200
	1307784 3212337	85/703151	SX-2000 UC360 VOICE FIRST
	2941531 2686328 2526105 3157823 2762534		YOUR ASSISTANT NETSOLUTIONS TALK TO AGENT TOTALSOLUTION UNIFIED COMMUNICATOR

9. Signature: Mulle Whittington Date: 38 March 30/3

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 27, 2013 (this "Agreement"), is made by MITEL NETWORKS CORPORATION, a corporation incorporated under the laws of Canada (the "Grantor"), in favour of WILMINGTON TRUST, NATIONAL ASSOCIATION, as the collateral agent (together with its successor(s) thereto in such capacity, the "Collateral Agent") for each of the Secured Parties (as defined in the Credit Agreement referred to below).

<u>WITNESSETH</u>:

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of February 27, 2013 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, Mitel US Holdings, Inc., a Delaware corporation (the "Borrower"), the various financial institutions and other Persons from time to time parties thereto which extend Commitments to make Credit Extensions to the Borrower (the "Lenders") and Wilmington Trust, National Association, as the Administrative Agent and the Collateral Agent, the Lenders have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Canadian Pledge and Security Agreement, dated as of February 27, 2013 (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. <u>Definitions</u>. 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. <u>Grant of Security Interest</u>. 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 "<u>Trademark Collateral</u>"):

LEGAL_1:26136502.2

- (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; provided, that such security interest shall attach immediately and automatically without further action when such prohibition is repealed, rescinded or otherwise ceases to be effective;
- (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 favour 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; provided, that the foregoing exclusions in this clause (b) shall in no way be construed to apply to the extent that the condition is unenforceable under the PPSA of any relevant jurisdiction or any other applicable governmental law; provided, further, that such security interest shall attach immediately and automatically without further action when the condition shall be remedied and, to the extent severable, shall attach immediately to any portion of such assets or rights that does not result in any of the consequences specified in (A) or (B);
- (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. <u>Security Agreement</u>. 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 Canadian Intellectual Property 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. <u>Acknowledgment</u>. 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. <u>Loan Document</u>. 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 XII thereof.

SECTION 7. Governing Law. This Agreement shall be governed by, and interpreted and enforced in accordance with the laws in force in the Province of Ontario and the laws of Canada applicable therein.

SECTION 8. <u>Counterparts</u>. 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 its Authorized Officer as of the date first above written.

By:

Name: STEVEN SPONCE

Title:

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent

By:_____ Name: Title:

[Second Lien Trademark Security Agreement]

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

MITEL NETWORKS CORPORATION

By:
Name:
Title:

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent

Name: Renee Kuhl
Title: Vice President

[Canadian Trademark Security Agreement]

SCHEDULE I to Trademark Security Agreement

Item A. Trade Marks

LEGAL_1:26136502.2



Country	Date	Number	Renewal
Argentina	29-Oct-1999	1759688	20-Sep-20
Armenian	27-Dec-2010	17484	27-Dec-20
Aruba	13-Sep-1991	15353	30-Jul-21
Australia	24-Apr-1979	A331,884	24-Apr-20
Azerbaijan	23-Dec-2010	20120238	23-Dec-20
Bahrain	20-Jun-1981	6480	20-Jun-16
Belarus	dec 23 2010	20105213	20 0011 10
Benelux	25-Sep-1979	360541	25-Sep-19
BES Islands	21-Apr-1981	5365	21-Apr-11
Bolivia	18-Mar-1983	A-48101	18-Mar-13
Brazil	21-Dec-1982	800072170	21-Dec-12
Canada	5-Feb-1980	217058	12-Nov-21
China	15-May-1983	177131	15-May-13
Colombia	18-Sep-1997	201216	18-Sep-17
Colombia	18-Sep-1997	201217	18-Sep-17
Costa Rica	14-Sep-1982	97303	18-Sep-16
Curacao	21-Apr-1981	5365	21-Apr-11
Cyprus	18-Feb-1981	21326	18-Feb-16
Denmark	15-Feb-1980	VR198000922	15-Feb-20
Ecuador	22-May-1981	1075/81	22-May-16
Egypt	3-Jun-1981	59093	3-Jun-21
El Salvadore	10-Jul-1987	50 NO. 114	10-Jul-17
EU Commun		9616905	21-Dec-20
France	29-Jun-1979	1532700	25-May-19
Georgia	23-Dec-2010	22279	3-Feb-22
Germany	15-Apr-1992	2012755	22-Feb-21
Ghana	7-May-1981	22279	7-May-16
Greece	18-Dec-1979	65287	18-Dec-19
Hong Kong	23-Nov-1983	2540	6-Mar-16
Hungary	16-Mar-1981	122908	16-Mar-21
India	27-Jun-1996	-719977	31-Dec-19
Ireland	14-May-1979	98736	14-May-20
Israel	5-Jul-1982	47841	7-May-14
Italy	31-Oct-1985	375714	2-Aug-19
Japan	26-May-1983	1589662	26-May-13
Jordan	9-Sep-1982	20264	9-Sep-13
Kazakhstan	24-Dec-2010	37927	24-Dec-20
Korea	10-Mar-1994	286746	10-Mar-14
Kenya	23-Mar-1981	28399	23-Mar-16
Kyrgystan	24-Dec-2010	11006	24-Dec-20
Mexico	17-Mar-1981	256532	24-Apr-15
Moldova (Re	23-Dec-2010	28342	
Netherlands .	21-Apr-1981	5365	21-Apr-11
Nigeria	7-May-1981	39327	7-May-16
Norway	5-Nov-1981	109683	5-Nov-21
Panama	20-Oct-1981	027279	20-Oct-11
Peru	7-Jul-1981	39879	7-Jul-16

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Country	Date	Number	Renewal	
Philippines	22-Mar-2000	4-1994-97983	22-Mar-20	
Poland	21-May-1991	74087	24-May-21	
Portugal	6-Nov-1986	203568	6-Nov-16	
Puerto Rico	10-Jun-1981	23571	10-Jun-21	
Russia	22-Dec-2010	452273	22-Dec-20	
Sant Martin	21-Apr-1981	5365	21-Apr-11	
Saudi Arabia	21-Apr-1996	376/14	31-Dec-14	
Singapore	25-Jun-1979	T79/80922A	25-Jun-20	
Spain	5-Apr-1980	919155	18-Sep-19	
Sweden	21-Mar-1997	322425	21-Mar-17	
Switzerland	25-Feb-1981	313657	25-Feb-21	
Taiwan	1-Feb-1980	128218	31-Jan-20	
Tajikistan	27-Dec-2010	10157	27-Dec-20	
Tanzania	26-Aug-1982	19038	26-Aug-13	
Trinidad	24-Feb-1984	12650	26-Apr-19	
Turkmenistar	24-Dec-2010	2010.0503		
UK	12-Apr-1979	1112688	12-Apr-20	
UK	6-Mar-1990	1416599	6-Mar-17	
USA	8-Aug-1978	1098607	8-Aug-18	
USA	4-Jul-1995	1902404	4-Jul-15	
Ukraine	22-Dec-2010	148975	22-Dec-20	
Uruguay	9-Apr-1992	339537	9-Apr-22	
Uzbekistania	24-Dec-2010	21835	24-Dec-20	
Venezuela	26-Feb-1999	210364-P	26-Feb-24	
Venezuela	19-Sep-1998	103,813-F	19-Sep-18	

Garage

MITEL (Word Mark) - Trademark					
Country	File Date	Number	Renewal		
Argentina	4-Jul-03	1939436	4-Jul-13		
Armenia	27-Dec-10	17859	27-Dec-20		
Aruba	13-Sep-91	15351	30-Jul-21		
Australia	24-Apr-79		24-Apr-20		
Azerbaijan	23-Dec-10	20120239	23-Dec-20		
Bahrain	20-Jun-81	6481	20-Jun-16		
Belarus	23-Dec-10	20105212			
Benelux	25-Sep-79	360542	25-Sep-19		
BES Islands	1-Dec-81				
Bolivia	18-Mar-83		18-Mar-13		
Brazil	26-Oct-82	800072197	26-Oct-12		
Brazil	30-May-00		30-May-20		
Brazil	25-Aug-98				
Canada	1-Oct-76		1-Oct-21		
Canada	5-Aug-94		5-Aug-24		
China	15-May-83		15-May-13		
Columbia	29-May-85				
Columbia	13-Feb-98				
Costa Rica	9-Oct-81	59453			
Cuba	25-Jun-86				
Curacao	1-Dec-81	5364			
Cyprus	18-Feb-81				
Denmark		1981 02159	28-Aug-21		
Dominican Re					
Ecuador	22-May-81				
Egypt	3-Jun-81	 			
El Salvadore		No. 61 BOOK			
EU Communit		9615709			
France	29-Jun-79				
Georgia	23-Dec-10				
Germany	26-Oct-91				
Ghana	7-May-81				
Greece	18-Dec-79				
Hong Kong		2618/86	6-Mar-16		
Hungary	16-Mar-81				
India	27-Jun-96				
Indonesia	23-Dec-92		23-Dec-12		
Iran	24-Aug-92		· · · · · · · · · · · · · · · · · · ·		
Ireland	14-May-79				
Italy	3-Jul-79				
Jamaica	12-Aug-82		12-Aug-13		
Japan	28-Jul-83				
Jordan	9-Sep-82		9-Sep-13		
Kazakhstan	24-Dec-10				
Kenya	23-Mar-81				
Korea	15-Sep-94				
Korea	10-Mar-94				
Kuwait	1-Jun-92				
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MITEL (Word Mark) - Trademark					
Kyrgystan	24-Dec-10	11005	24-Dec-20		
Lebanon	1-Apr-80	128170	1-Apr-25		
Malaysia	13-Mar-82	M/94192	13-Mar-13		
Malta	23-Feb-92	14648	19-Feb-19		
Mexico	17-Mar-81	256531	24-Apr-15		
Moldova (Repu	23-Dec-10	22089	23-Dec-20		
Netherlands	1-Dec-81	5364	21-Apr-11		
New Zealand	28-Apr-82	142133	28-Apr-17		
Nicaragua		13,733 C.C.	14-Feb-12		
Nigeria	7-May-81	39475	7-May-16		
Norway	22-Oct-81	109546	22-Oct-21		
Panama	20-Oct-81	027297	20-Oct-21		
Philippines		4-1994-97981	16-Mar-21		
Poland	24-May-91		24-May-21		
Portugal	6-Nov-86	203567	6-Nov-16		
Puerto Rico	10-Jun-81	23570	10-Jun-21		
Russia		329025	7-Oct-15		
Saudi Arabia	15-Apr-96		31-Dec-14		
Singapore		T79/80921C	25-Jun-20		
South Africa	19-May-91		19-May-21		
Spain	20-Sep-80		18-Sep-19		
Spain		2760468-3	13-Mar-17		
ST Martin	1-Dec-81		21-Apr-21		
Sweden	11-Jul-97		11-Jul-17		
Switzerland	25-Feb-81		25-Feb-21		
Taiwan	1-Feb-80				
Tajikistan	27-Dec-10				
Tanzania	26-Aug-82				
Thailand	22-Feb-84				
Trinidad	24-Feb-84				
Turkmenistan	24-Dec-10				
UK	24-Apr-81				
UK	12-May-88				
UK	14-Feb-90				
UK	20-Sep-90				
Ukraine	10-Apr-08				
	20-Jul-81				
Uruguay Uruguay	30-Oct-92				
USA	19-Dec-78				
USA	2-Jan-96				
USA	16-Jan-96				
	23-Jan-96				
USA	12-Mar-96				
USA					
Uzbekiştanian		109360-F	20-Jul-24		
Venezuela			12-Jun-18		
Venezuela		205839-P	12-Jun-18		
Venezuela	12-Jun-98	205840-P	12-3411-10		
	1	<u> </u>	1		



Country Date		Number	Renewal
Argentina	14-Mar-85	1,627,453	28-Feb-17
Aruba 13-Sep-91		15352	30-Jul-11
Bolivia	11-May-84	A048067	11-May-14
Bolivia	11-May-84	A048068	11-May-14
Canada	16-Sep-94	433,249	16-Sep-24
China	1-Aug-05	4,848,437	6-Nov-18
Dominican	15-Aug-95	78841	15-Aug-15
Germany	26-Oct-91	2051382	26-Oct-21
India	27-Jun-96	-719978	27-Jun-16
Iran	24-Aug-82	55188	2-Jun-12
Jamaica	8-Jul-82	20535	8-Jul-13
Korea	10-Mar-94	286475	10-Mar-14
Korea	27-Mar-08	189450	1 - Sep-19
Korea	15-Sep-94	24964	15-Sep-14
Kuwait	1-Jun-92	13456	31-May-12
Lebanon	29-Jun-81	70258	29-Jun-21
Malaysia	13-Mar-82	M94194	13-Mar-13
New Zealand	28-Apr-82	142,132	28-Apr-17
Panama	30-Mar-83	030787	30-Mar-13
Philippines	17-Oct-94	95863	
Poland	24-May-91	R-74086	24-May-21
South Africa	19-May-91	81/3432	19-May-21
Saudi Arabia	21-Apr-96	376/13	31-Dec-14
Sweden	11-Jul-97	324,080	11-Jul-17
Taiwan	1-Feb-90	197,444	15-Jan-20
Thailand	23-Jul-84	88,893	10-Jul-13
UK	20-Sep-90	1,441,083	20-Sep-17
UK	6-Mar-90	1,420,822	6-Mar-17
USA	16-May-78		16-May-18
USA	15-Aug-95		
USA	23-Jan-96		23-Jan-16
USA	11-Jul-95		11-Jul-15
USA	2-Jan-96		
Venezuela	17-Jul-00	112,949	17-Jul-25

14 MARCH 2013

MITEL List of US Marks

		St OI US Wark	3	
Name of Mark	Reg/Ser No.	Reg Date	Renewal	Owner
5000 HXCOMPACT	85/693768			MNC
AXXESS	3817509	7/13/2010	7/13/15 (8/15); 7/13/2019 (9)	MNC
IT'S NOT MAGIC	4210014	9/18/2012	09/18/18 (8/15)	MNC
LIGHTWARE	1923351		10/3/2014 (9)	MNC
M (TAG)	85540089		10/0/2014 (0)	MNC
MITEL NAVIGATOR	3296014	 	9/25/2013 (8/15)	MNC
NUPOINT MESSENGER IP	3509945		9/30/14 (8/15); 9/30/17 (9)	MNC
PRESENCE	3679055		9/8/14 (8/15); 9/8/18 (9)	MNC
SX-200	1150303		4/7/21 (9)	MNC
SIMPLY COMMUNICATING	3654785		7/14/14 (8/15)	MNC
SPEAK@EASE	2701783		4/1/2013 (9)	MNC
SUPERSET	1368731		11/5/2014 (9)	MNC
SUPERSET 4 (LOGO)	1372230		11/26/2014 (9)	MNC
SX-2000	1307784		12/4/2013 (9)	MNC
UC360	85/703151			MNC
VOICE FIRST	3212337	2/27/2007	2/27/2013 (8/15)	MNC
YOUR ASSISTANT	2941531		4/19/2014 (9)	MNC
COMMSOURCE	2744462	7/29/2003	7/29/2013 (not renewing)	MDI
NETSOLUTIONS	2686328		2/11/2023	MDI
TALK TO AGENT	2526105		1/1/2022	MDI
TOTALSOLUTION	3157823		10/17/2015	MDI
UNIFIED COMMUNICATOR	2762534	9/9/2003	9/9/2023	MDI
			MDI = Mitel (Delaware) Inc.	1

TRADEMARK REEL: 005000 FRAME: 0792

RECORDED: 04/08/2013