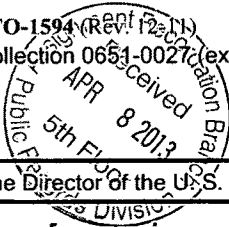


04/08/2013



RECORDED
TRANSMITTED



103657138

To the Director of the U.S. Patent and Trademark Office

at the old or new address(es) below.

MEP 04/08/13

1. Name of conveying party(ies):

MITEL NETWORKS CORPORATION

- Individual(s)
- Partnership
- Corporation- State: CANADA
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) CANADA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) FEBRUARY 27, 2013

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: BANK OF AMERICA, N.A., AS COLLATERAL AGENT

Street Address: BANK OF AMERICA PLAZA, 901 MAIN ST.

City: DALLAS

State: TX

Country: USA

Zip: 75202-3714

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ 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) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

85/540089 M(TAG)
85/693768 5000 HXCOMPACT

B. Trademark Registration No.(s)

3817509 4210014 1923351 3296014

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

AXCESS IT'S NOT MAGIC LIGHTWARE MITEL NAVIGATOR

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

Name: Michelle Whittington

Internal Address: _____

Street Address: 1146 N Alma School Road

City: Mesa

State: AZ Zip: 85201

Phone Number: 480.961.9000 X 23152

Docket Number: _____

Email Address: michelle_whittington@mitel.com

6. Total number of applications and registrations involved:

32

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$1280.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

04/09/2013 KNGUYEN1 00000044 85540089
01 FC:8521 40.00 DP
Deposit Account Number _____ 775.00 DP
Authorized User Name _____

9. Signature:

Michelle Whittington
Signature

28 March 2013
Date

Michelle Whittington

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 14

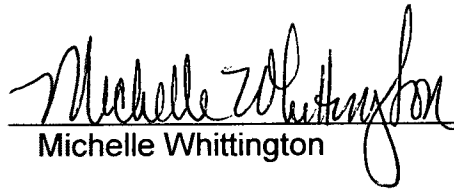
Recordation Form Cover Sheet - Trademarks - Continuation of Item 4

Trademark Security Interest

4. Trademark

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

9. Signature:


Michelle Whittington

Date:



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 BANK OF AMERICA, N.A., as the collateral agent (together with its successor(s) thereto in such capacity, the "Collateral Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain First Lien Credit Agreement, dated as of the date hereof (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 "U.S. Borrower") (individually, the Grantor and the U.S. Borrower are referenced as "Borrower" and collectively, the "Borrowers"), the various financial institutions and other Persons from time to time parties thereto which extend Commitments to make Credit Extensions to the Borrowers (the "Lenders") and Bank of America, as the Administrative Agent and the Collateral Agent, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Canadian Pledge and Security Agreement, dated as of the date hereof (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");

Trademark Security Agreement

(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; *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.

Trademark Security Agreement

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 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. 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 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. 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.


* * * * *

TOR01: 5123330: v2

Trademark Security 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.

MITEL NETWORKS CORPORATION

By: 
Name: Steven Sporn
Title: CFO

BANK OF AMERICA, N.A.,
as Collateral Agent

By: _____
Name:
Title:

Trademark Security 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.

MITEL NETWORKS CORPORATION

By: _____
Name:
Title:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: Laura Call
Name: **Laura Call**
Title: **Assistant Vice President**

Trademark Security Agreement

TRADEMARK
REEL: 005000 FRAME: 0837

SCHEDULE I
to Trademark Security Agreement

Item A. Trade Marks

<u>Country</u>	<u>Trade Mark</u>	<u>Registered Trademarks</u> <u>Registration No.</u>	<u>Registration Date</u>
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<u>Country</u>	<u>Trademark</u>	<u>Pending Trademark Applications</u> <u>Serial No.</u>	<u>Filing Date</u>
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Trademark Applications in Preparation

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing</u> <u>Date</u>	<u>Products/Services</u>
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Item B. Trademark Licenses

<u>Country or</u> <u>Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective</u> <u>Date</u>	<u>Expiration</u> <u>Date</u>
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Trademark Security Agreement



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	1,091,325	16-May-18
USA	15-Aug-95	1,911,785	15-Aug-15
USA	23-Jan-96	1,949,826	23-Jan-16
USA	11-Jul-95	1,904,370	11-Jul-15
USA	2-Jan-96	1,944,813	2-Jan-16
Venezuela	17-Jul-00	112,949	17-Jul-25

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	A331885	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	5364	21-Apr-21						
Bolivia	18-Mar-83	A048112	18-Mar-13						
Brazil	26-Oct-82	800072197	26-Oct-12						
Brazil	30-May-00	818994150	30-May-20						
Brazil	25-Aug-98	818994169	25-Aug-18						
Canada	1-Oct-76	216462	1-Oct-21						
Canada	5-Aug-94	431328	5-Aug-24						
China	15-May-83	177130	15-May-13						
Columbia	29-May-85	109779	29-May-20						
Columbia	13-Feb-98	205596	13-Feb-18						
Costa Rica	9-Oct-81	59453	9-Oct-21						
Cuba	25-Jun-86	116343	25-Jun-16						
Curacao	1-Dec-81	5364	21-Apr-21						
Cyprus	18-Feb-81	21325	18-Feb-16						
Denmark	18-Aug-81	1981 02159	28-Aug-21						
Dominican Re	15-Feb-95	76400	15-Feb-15						
Ecuador	22-May-81	1076	22-May-16						
Egypt	3-Jun-81	59092	3-Jun-21						
El Salvadore	18-Jan-85	No. 61 BOOK	18-Jan-15						
EU Community		9615709	21-Dec-20						
France	29-Jun-79	1632699	25-May-19						
Georgia	23-Dec-10	22278	3-Feb-22						
Germany	26-Oct-91	2051381	31-Oct-21						
Ghana	7-May-81	22277	7-May-16						
Greece	18-Dec-79	65	18-Dec-19						
Hong Kong	6-Mar-81	2618/86	6-Mar-16						
Hungary	16-Mar-81	122909	16-Mar-21						
India	27-Jun-96	719976							
Indonesia	23-Dec-92	284912	23-Dec-12						
Iran	24-Aug-92	55189	2-Jun-22						
Ireland	14-May-79	96889	14-May-20						
Italy	3-Jul-79	377138	3-Jul-19						
Jamaica	12-Aug-82	20466	12-Aug-13						
Japan	28-Jul-83	1601203	28-Oct-03						
Jordan	9-Sep-82	20263	9-Sep-13						
Kazakhstan	24-Dec-10	34473	24-Dec-20						
Kenya	23-Mar-81	29668	23-Mar-16						
Korea	15-Sep-94	24965	15-Sep-14						
Korea	10-Mar-94	286474	10-Mar-14						
Kuwait	1-Jun-92	13455	31-May-12						

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	15-Feb-82	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	16-Mar-01	4-1994-97981	16-Mar-21						
Poland	24-May-91	R-74085	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	376/12	31-Dec-14						
Singapore	25-Jun-79	T79/80921C	25-Jun-20						
South Africa	19-May-91	81/3431	19-May-21						
Spain	20-Sep-80	919154	18-Sep-19						
Spain	13-Mar-07	2760468-3	13-Mar-17						
ST. Martin	1-Dec-81	5364	21-Apr-21						
Sweden	11-Jul-97	324081	11-Jul-17						
Switzerland	25-Feb-81	312536	25-Feb-21						
Taiwan	1-Feb-80	128217	31-Jan-20						
Tajikistan	27-Dec-10	10156	27-Dec-20						
Tanzania	26-Aug-82	19037	26-Aug-13						
Thailand	22-Feb-84	86210	10-Jul-13						
Trinidad	24-Feb-84	12654	26-Apr-19						
Turkmenistan	24-Dec-10	2010							
UK	24-Apr-81	1153063	24-Apr-22						
UK	12-May-88	1344292	12-May-15						
UK	14-Feb-90	1414461	14-Feb-17						
UK	20-Sep-90	1441087	20-Sep-17						
Ukraine	10-Apr-08	89737	11-Oct-15						
Uruguay	20-Jul-81	339538	9-Apr-22						
Uruguay	30-Oct-92	342856	30-Oct-12						
USA	19-Dec-78	1109181	19-Dec-18						
USA	2-Jan-96	1944812	2-Jan-16						
USA	16-Jan-96	1947798	16-Jan-16						
USA	23-Jan-96	1949827	23-Jan-16						
USA	12-Mar-96	1961215	12-Mar-16						
Uzbekistanian	24-Dec-10	21833	24-Dec-20						
Venezuela	20-Jul-84	109360-F	20-Jul-24						
Venezuela	12-Jun-98	205839-P	12-Jun-18						
Venezuela	12-Jun-98	205840-P	12-Jun-18						

			
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	
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	21-Dec-2010	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

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
Turkmenistan	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