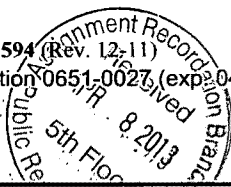


04/08/2013

DEPARTMENT OF COMMERCE
Patent and Trademark Office



RECORD
TRA



103657139

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

MITEL US HOLDINGS, INC.

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☒ Corporation- State: DELAWARE
☐ Other _____

Citizenship (see guidelines) DELAWARE

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) FEBRUARY 27, 2013

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Wilmington Trust, N.A., as Second Collateral Agent

Street Address: 50 South Sixth Street

City: Minneapolis

State: MN

Country: USA Zip: 55402

- ☐ Individual(s) Citizenship _____
☒ Association Citizenship DELAWARE
☐ 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

B. Trademark Registration No.(s)

2877312 2843707 2843708 2959451 1480499 2880439

Additional sheet(s) attached? ☒ Yes ☐ No

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

COMMUNICATING PERFORMANCE COMMUNICATION IN MOTION COMMUNICATION IN MOTION EDGE ENCORE ENTERPRISE

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:

20

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$800

Refund Ref:
04/09/2013 KNGUYEN1 0000178313

- ☐ Authorized to be charged to deposit account----
☒ Enclosed CHECK Refund Total: \$285.00

8. Payment Information:

04/09/2013 KNGUYEN1 00000043 2877312

01 FC:8521 40.00 00
01 FC:8522 475.00 00

Deposit Account Number _____

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

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

TRADEMARK
REEL: 005000 FRAME: 0868

MRB 04/08/13

Recordation Form Cover Sheet - Trademarks - Continuation of Item 4

Trademark Security Interest

4. Trademark

Registration No.	Description of Trademark
1367398	EXECUTONE
1824131	INFOSTAR
998103	INTER-TEL
1793881	INTER-TEL
2700057	INTER-TEL LOGO
2749733	INTER-TEL LOGO
2749732	INTER-TEL LOGO
2995794	INTOTAL
1401975	ISOETEC
1889707	MASTERVox
2175073	MEDLEY
2875670	PATH TO EXCELLENCE
2240162	THE VOICE OF THE INTERNET
2343548	TOTALEASE

9. Signature:

Michelle Whittington
Michelle Whittington

Date:

28 March 2013

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 27, 2013 (this "Agreement"), is made by MITEL US HOLDINGS, INC., a Delaware corporation (the "Borrower"), and each Subsidiary Guarantor from time to time a party to this Agreement (the Borrower and each such Subsidiary Guarantor, individually a "Grantor" and collectively, the "Grantors"), in favor 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.

W I T N E S S E T H :

WHEREAS, pursuant to the Second 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 Mitel Networks Corporation, a company organized under the laws of Canada, 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 Grantors have executed and delivered a U.S. 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 Grantors are 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, each 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, each 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. Each 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 each 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; *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 each 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; *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 Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) 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 each 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 Grantors 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 applicable Grantor's sole expense, deliver to such 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 such Grantor such Documents as such Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. Each 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 DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING FOR SUCH PURPOSE SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

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.

MITEL US HOLDINGS, INC.

By: 

Name:

Title:

Doreen McCarthy

President

Trademark Security Agreement (Second Lien)

MITEL NETWORKS, INC.

By:

Name:

Title:

JA

Devin McCarthy

Trademark Security Agreement (Second Lien)

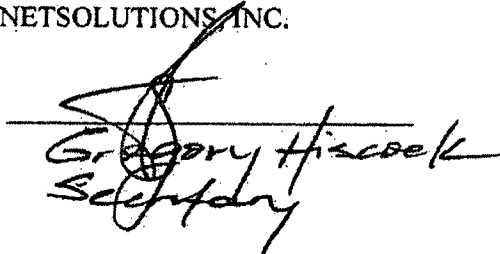
TRADEMARK
REEL: 005000 FRAME: 0874

MITEL NETSOLUTIONS, INC.

By:

Name:

Title:


Gregory Hiscobek
Secretary

Trademark Security Agreement (Second Lien)

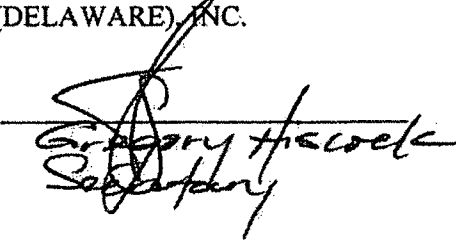
TRADEMARK
REEL: 005000 FRAME: 0875

MITEL (DELAWARE), INC.

By:

Name:

Title:


Gregory H. Coole
Secretary

Trademark Security Agreement (Second Lien)

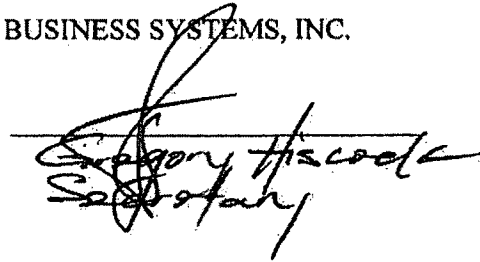
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REEL: 005000 FRAME: 0876

MITEL BUSINESS SYSTEMS, INC.

By:

Name:

Title:


Gregory Hiscord
Secretary

Trademark Security Agreement (Second Lien)

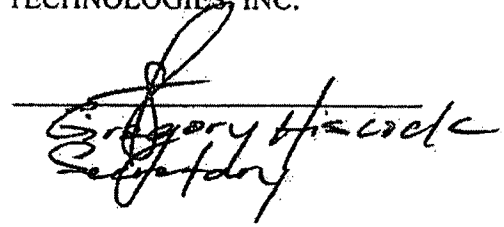
TRADEMARK
REEL: 005000 FRAME: 0877

MITEL TECHNOLOGIES, INC.

By:

Name:

Title:


Gregory H. Cook
Secretary

Trademark Security Agreement (Second Lien)

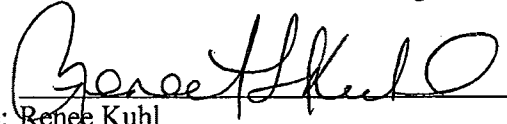
TRADEMARK
REEL: 005000 FRAME: 0878

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Collateral Agent

By:

Name: Renee Kuhl

Title: Vice President

A handwritten signature in cursive script, appearing to read "Renee Kuhl", written over a horizontal line.

Trademark Security Agreement (Second Lien)

TRADEMARK
REEL: 005000 FRAME: 0879

SCHEDULE I
to U.S. Trademark Security Agreement

Item A. Trade Marks

U.S. Trademark Security Agreement

TRADEMARK
REEL: 005000 FRAME: 0880

INTER-TEL USA Marks

14 MARCH 2013

Name of Mark	Reg/Ser No.	Reg Date	Action Date	Owner
COMMUNICATING PERFORMANCE	2877312	8/24/2004	08/24/14 (9)	Inter-Tel
COMMUNICATION IN MOTION	2843707	5/18/2004	5/18/14 (9)	Inter-Tel
COMMUNICATION IN MOTION	2843708	5/18/2004	5/18/14 (9)	Inter-Tel
EDGE	2959451	6/7/2005	06/07/15 (9)	Inter-Tel
ENCORE	1480499	3/15/1988	3/15/17 (9)	Inter-Tel
ENCORE CX	1783877	7/27/1993	7/27/13 (not renewing)	Inter-Tel
ENTERPRISE	2880439	8/31/2004	8/31/14 (9)	Inter-Tel
EXECUTONE (LOGO)	1790882	8/31/1993	8/31/13 (9)	Inter-Tel
EXECUTONE	1367398	10/29/1985	10/29/14 (9)	Inter-Tel
FREEDOM TO COMMUNICATE	3455088	6/24/2008	06/24/13 (not renewing)	DE
INFOSTAR	1824131	3/1/1994	3/1/2014	Inter-Tel
INTER-TEL	998103	11/12/1974	11/12/13 (9)	Inter-Tel
INTER-TEL	1793881	9/21/1993	9/21/13 (9)	Inter-Tel
INTER-TEL LOGO	2700057	3/25/2003	3/25/13 (9)	Inter-Tel
INTER-TEL LOGO	2749733	8/12/2003	8/12/13 (9)	Inter-Tel
INTER-TEL LOGO	2749732	8/12/2003	8/12/13 (9)	Inter-Tel
INTOTAL	2995794	9/13/2005	09/13/15 (9)	Inter-Tel
ISOETEC	1401975	7/22/1986	7/22/15 (9)	Inter-Tel
MASTERVox	1889707	04/18/1995	4/18/14 (9)	IIS
MEDLEY	2175073	7/21/1998	7/21/17 (9)	Inter-Tel
PATH TO EXCELLENCE	2875670	8/17/2004	8/17/14 (9)	Inter-Tel
SPEAKING FROM EXPERIENCE	2731358	7/1/2003	7/1/13 (not renewing)	Inter-Tel
SWOOP LOGO	3256150	6/26/2007	06/26/13 (not renewing)	DE
THE VOICE OF THE INTERNET	2240162	4/20/1999	4/20/18 (9)	Inter-Tel
TOTALLEASE	2343548	4/18/2000	4/18/20 (9)	Inter-Tel

TRADEMARK

RECORDED: 04/08/2013

REEL: 005000 FRAME: 0881