

04/09/2013

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



U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

103657170

SET
Y

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):

Highbridge International LLC / BNY Trust Company of Canada

- Individual(s)
- Partnership
- Corporation- State: Canada
- Other _____

Citizenship (see guidelines) Canada

Additional names of conveying parties attached? Yes No

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

Execution Date(s) March 4, 2008

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Mitel Networks Corporation

Street Address: 350 Legget Drive

City: Ottawa

State: Ontario

Country: CANADA

Zip: K2K 2W7

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship CANADA
- 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)

1,368,731 1,372,230 1,150,303 1,307,784 1,098,607

Additional sheet(s) attached? Yes No

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

SUPERSET SUPERSET 4 DESIGN SX-200 SX-2000 M LOGO

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 21352

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.

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

04/09/2013 HTON11 00000001 1368731
 01 FC:8521 49.00 OP
 Deposit Account Number _____ 475.00 OP
 Authorized User Name _____

9. Signature:

Michelle Whittington
Signature

Michelle Whittington

Name of Person Signing

KEYWORD KEY: 04/09/2013 4-21-2013

Date

Total number of pages including cover sheet, attachments, and document: 5

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: 0938

Recordation Form Cover Sheet - Trademarks - Continuation of Item 4

1. Conveying Party(ies):
Highbridge International LLC / BNY Trust Company of Canada
2. Receiving Party:
Mitel Networks Corporation
3. Release of Security Interest

4. Trademark Registration No.	Description of Trademark
1961215	MITEL
1944812	MITEL
1947798	MITEL
1949827	MITEL
1109181	MITEL
1902404	M LOGO
1091325	MITEL & DESIGN
1944813	MITEL & DESIGN
1904370	MITEL & DESIGN
1911785	MITEL & DESIGN
1949826	MITEL & DESIGN
2701783	SPEAK@EASE
3296014	MITEL NAVIGATOR
2941531	YOUR ASSISTANT
3212337	VOICE FIRST

9. Signature:  Date: 4-4-2013
Michelle Whittington

RELEASE AND DISCHARGE OF SECURITY INTEREST

WHEREAS Highbridge International LLC (the "First Collateral Agent") entered into a general security agreement dated April 27, 2005 (the "GSA") with Mitel Networks Corporation ("MNC") and certain other parties;

AND WHEREAS the First Collateral Agent was subsequently replaced as collateral agent by BNY Trust Company of Canada (the "Second Collateral Agent") and such Second Collateral Agent assumed the rights and obligations of the First Collateral Agent under the GSA;

AND WHEREAS the Second Collateral Agent entered into an intellectual property security agreement with MNC effective April 27, 2005 (the "IP Security Agreement");

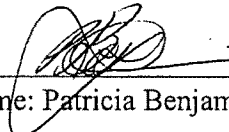
AND WHEREAS, pursuant to the IP Security Agreement, a security interest was granted in favour of the Second Collateral Agent (the "Security Interest") in and to the intellectual property listed on Schedule A attached hereto (the "Intellectual Property");

AND WHEREAS, the Second Collateral Agent wishes to releases and discharges all of its interest in and to the Intellectual Property in accordance with the terms of a Payout Letter and Consent dated April 26, 2007 between MNC, Highbridge International LLC and certain other parties;

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Second Collateral Agent hereby releases and discharges the full interest granted to the Second Collateral Agent in and to the Intellectual Property.

IN WITNESS WHEREOF, the Second Collateral Agent have caused this Release and Discharge of Security Interest to be duly executed by an authorized officer as of this 14th day of March, 2008.

BNY Trust Company of Canada, as Collateral Agent

By: 
Name: Patricia Benjamin
Title: Authorized Signatory

UNITED STATES TRADE-MARK APPLICATIONS AND REGISTRATIONS

SERIAL/REG. NO.	TITLE
1,593,870	ACD TELEMARKETER
2,474,809	EXPRESS MESSENGER
2,263,904	GANDALF & G DESIGN (B&W)
1,923,351	LIGHTWARE
1,451,842	PANTHER
1,454,019	PANTHER DESIGN
1,472,054	SMART-1 DESIGN
1,657,195	SUPERCONSOLE 1000 & DESIGN
2,774,548	SUPERCONSOLE 2000
1,368,731	SUPERSET
1,372,230	SUPERSET 4 DESIGN
1,360,307	SUPERSET 7 DESIGN
1,150,303	SX-200
1,307,784	SX-2000
1,568,003	SX-50
1,415,617	TRILLIUM
1,377,915	TRILLIUM DESIGN
1,098,607	M LOGO
1,091,325	MITEL & DESIGN
1,911,785	MITEL & DESIGN
1,949,826	MITEL & DESIGN
1,904,370	MITEL & DESIGN
1,944,813	MITEL & DESIGN
1,961,215	MITEL
1,944,812	MITEL
1,947,798	MITEL
1,949,827	MITEL
1,109,181	MITEL
76/531708	ANY+1
78/529983	MISERVICE
76/639564	MITEL NAVIGATOR
78/643188	VOICE FIRST
78/104,719	VOICE FIRST
78/127,734	YOUR ASSISTANT
1,902,404	M LOGO
2,701,783	SPEAK@EASE