

02/20/2014

DEPARTMENT OF COMMERCE Patent and Trademark Office

FEB 18 2014

RECORDATION TRADE



103666180

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

02/18/14

1. Name of conveying party(ies):

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

- Individual(s), Partnership, Corporation-State, Other, Association, Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) JANUARY 31, 2014

- 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 US HOLDINGS, INC.

Street Address: 1146 N. ALMA SCHOOL ROAD

City: MESA

State: ARIZONA

Country: USA Zip: 85201

- Individual(s) Citizenship, Association Citizenship, Partnership Citizenship, Limited Partnership Citizenship, Corporation Citizenship (DELAWARE), 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: ARIZONA Zip: 85201

Phone Number: 480.961.9000 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) \$515

- Authorized to be charged to deposit account, Enclosed

8. Payment Information:

02/20/2014 KNGUYEN1 00000005 2843707

Deposit Account Number 48.00 DP

Authorized User Name 475.00 UP

9. Signature:

Handwritten signature of Michelle Whittington

Signature

February 7, 2014 Date

MICHELLE WHITTINGTON

Name of Person Signing

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: 005220 FRAME: 0536

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 Date: February 7, 2014
Michelle Whittington

Release Of Security Interest In Trademarks

This Release of Security Interest in Trademarks (this "*Release*") is made January 31, 2014 by Bank Of America, N.A., as 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), in favor of Mitel Networks Corporation and Mitel US Holdings, Inc. (the "*Borrowers*") and each Subsidiary Guarantor including, but not limited to, Mitel (Delaware), Inc., *fka* Inter-Tel (Delaware), Inc. *fka* Inter-Tel, Inc., Inter-Tel Information Systems, Inc., Inter-Tel Business Information Systems, Inc., Executone Information Business Systems, Inc., and Mitel Networks, Inc., (the Borrower and each such Subsidiary Guarantor, individually a "*Grantor*" and collectively, the "*Grantors*").

WHEREAS, pursuant to the First Lien Credit Agreement, dated February 27, 2013 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "*Credit Agreement*" - capitalized terms used but not defined herein shall have the meaning set forth therein), among Mitel Networks Corporation, a company organized under the laws of Canada, 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, N.A., as the Administrative Agent and the Collateral Agent, the Lenders have extended Commitments to make Credit Extensions to the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered a Trademark Security Agreement, dated as of February 27, 2013 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "*Trademark Security Agreement*"), and pursuant to the terms and conditions of that Trademark Security Agreement, each Grantor granted to the Collateral Agent, for the benefit of each other Secured Party, a security interest in and to each Grantor's right, title and interest in, to and under certain of each Grantor's trademarks, including those set forth on Exhibit A attached hereto ("*Trademarks*"); and

WHEREAS, the Grantors, the Collateral Agent and the Secured Party have agreed that the security interest in and to the Trademarks shall be terminated.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent hereby terminates, cancels and releases any and all security interests it has against the Trademarks.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representatives as of the date set forth above.

**BANK OF AMERICA, N.A.,
AS COLLATERAL AGENT**

By: *Denise Jones*

Name: Denise Jones

Assistant Vice President

Title: _____

RELEASE OF SECURITY INTEREST

EXHIBIT A

TRADEMARKS

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
ENTERPRISE	2880439	8/31/2004	8/31/14 (9)	Inter-Tel
EXECUTONE (LOGO)				Inter-Tel
EXECUTONE	1367398	10/29/1985	10/29/14 (9)	Inter-Tel
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
MASTEROX	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
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