



02/21/2014



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

5th Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/14)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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 Networks Corporation

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

Citizenship (see guidelines) Canada

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 1-31-2014

- 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: Jefferies Finance LLC

Street Address: 520 Madison Avenue

City: New York

State: New York

Country: USA Zip: 10022

- Individual(s) Citizenship
Association Citizenship
Partnership Citizenship
Limited Partnership Citizenship Delaware
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)

3817509 4210014 1923351 4311713. 3509945 3679055

Additional sheet(s) attached? Yes No

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

AXCESS ITS NOT MAGIC LIGHTWARE M (TAG) NUPOINT MESSENGER IP PRESENCE

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 Ext 21352

Docket Number:

Email Address: michelle_whittington@mitel.com

6. Total number of applications and registrations involved:

42

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,065.00

- Authorized to be charged to deposit account
Enclosed

8. Payment Information:

Refund Ref: NGUYENI 0000181039
Deposit Account Number

Authorized User Name

CHECK Refund total: \$40.00

9. Signature:

Handwritten signature of Michelle Whittington

Signature

14 February 2014
Date

Michelle Whittington

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 38

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

40.00 OP
1025.00 OP

TRADEMARK
REEL: 005225 FRAME: 0298

Recordation Form Cover Sheet - Trademarks - Continuation of Item 4

1	Mitel Networks Corporation
2	Jefferies Finance LLC
3	Trademark Security Agreement
4	Trademark Description of Trademark
	Registration No.
	1150303 SX-200
	3654785 SIMPLY COMMUNICATING
	1368731 SUPERSET
	1372230 SUPERSET 4 (LOGO)
	1307784 SX-2000
	4401512 UC360
	2941531 YOUR ASSISTANT
	1091325 MITEL & DESIGN
	1911785 MITEL & DESIGN
	1949826 MITEL & DESIGN
	1904370 MITEL & DESIGN
	1944813 MITEL & DESIGN
	1098607 MITEL LOGO
	1902404 MITEL LOGO
	1109181 MITEL
	1944812 MITEL
	1947798 MITEL
	1949827 MITEL
	1961215 MITEL
	2962723 Aastra (logo only)
	2962721 Aastra (logo only)
	2962720 Aastra (stylized)
	2962722 Aastra (logo + word)
	3302248 Aastra Intecom (Design)
	3488409 Aastra Intecom
	3517574 Clearspan
	3517573 Clearspan
	3531895 Clearspan (stylized)
	4042640 OpEasy
	4045984 OpEasy (stylized)
	3781045 Ethosourcing
	3324381 Centergy Virtual Contact Center
	3324382 CVCC
	3960378 Hi-Q
	3938649 LiteAgent
	3938652 LiteAgent (stylized)

Michael Whiffson

14 February 2014

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2014 (this "Agreement"), is made by the undersigned, (each a "Grantor" and collectively, the "Grantors"), in favor of JEFFERIES FINANCE LLC, 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 Credit Agreement, dated as of January 31, 2014 (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 "Canadian Borrower"), Mitel US Holdings, Inc., a Delaware corporation (the "U.S. Borrower") (individually, the Canadian Borrower 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 Jefferies Finance LLC, 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 Grantors have executed and delivered a U.S. Pledge and Security Agreement, dated as of January 31, 2014 (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 ratable 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 Grantors have 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 Grantors agree, 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 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 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 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. 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. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

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 each Grantor's sole expense, deliver to each 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 each Grantor such documents as each 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 its Authorized Officer as of the date first above written.

MITEL US HOLDINGS, INC.

By: _____
Name: **Gregory J. Hiscock**
Title: **Director**

[Signature Page to U.S. Trademark Security Agreement]

TRADEMARK
REEL: 005225 FRAME: 0303

MITEL NETWORKS CORPORATION

By: _____

Name:

Title:


Gregory J. Hiscock
Secretary

[Signature Page to U.S. Trademark Security Agreement]