

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342749

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MITEL NETWORKS CORPORATION		04/29/2015	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A. (ACTING THROUGH ITS CANADA BRANCH), AS CANADIAN COLLATERAL AGENT		
Street Address:	181 BAY STREET		
Internal Address:	STE 400		
City:	TORONTO		
State/Country:	CANADA		
Postal Code:	M5J2V8		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	2962721	AASTRA	
Registration Number:	2962720	AASTRA	
Registration Number:	2962722	AASTRA	
Registration Number:	2962723		
Registration Number:	3817509	AXXESS	
Registration Number:	3324381	CENTERGY VIRTUAL CONTACT CENTER	
Registration Number:	3969574	CLEARSPAN	
Registration Number:	3324382	CVCC	
Registration Number:	3781045	ETHOSOURCING	
Registration Number:	3960378	HI-Q	
Registration Number:	4210014	IT'S NOT MAGIC	
Registration Number:	3938649	LITEAGENT	
Registration Number:	3938652	LITEAGENT	
Registration Number:	1098607	MW	
Registration Number:	4311713	M	
Registration Number:	1949827	MITEL	
Registration Number:	1961215	MITEL	

CH \$765.00 2962721

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1944812	MITEL
Registration Number:	1947798	MITEL
Registration Number:	1109181	MITEL
Registration Number:	1911785	M DESIGN MITEL
Registration Number:	1949826	M MITEL
Registration Number:	1904370	M MITEL
Registration Number:	1944813	M MITEL
Registration Number:	1091325	M MITEL
Registration Number:	4042640	OPEASY
Registration Number:	4045984	OPEASY
Serial Number:	86278745	POWERING CONNECTIONS
Registration Number:	1150303	SX-200
Registration Number:	4401512	UC360

CORRESPONDENCE DATA

Fax Number: 4804229701
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 4809619000
Email: MICHELLE.WHITTINGTON@MITEL.COM
Correspondent Name: MICHELLE WHITTINGTON C/O MITEL
Address Line 1: 1146 N ALMA SCHOOL ROAD
Address Line 4: MESA, ARIZONA 85201

DOMESTIC REPRESENTATIVE

Name: MICHELLE WHITTINGTON
Address Line 1: 1146 N ALMA SCHOOL ROAD
Address Line 4: MESA, ARIZONA 85201

NAME OF SUBMITTER:	MICHELLE WHITTINGTON
SIGNATURE:	/MICHELLEWHITTINGTON/
DATE SIGNED:	05/28/2015

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 29, 2015 (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.** (acting through its Canada Branch), as Canadian 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 that certain Credit Agreement dated as of April 29, 2015 (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, Mitel US Holdings, Inc., a Delaware corporation, 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"), Bank of America, N.A., as the Administrative Agent and the Collateral Agent, and Bank of America, N.A. (acting through its Canada Branch), as the Canadian Administrative Agent and the Canadian 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 April 29, 2015 (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 ratable benefit of each other Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of its 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");

(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 Canadian Intellectual Property 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 any intent-to-use trademark applications prior to the filing of a “statement of use” with respect thereto, to the extent and for so long as creation by any Grantor of a security interest therein would result in the abandonment, invalidation or unenforceability 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 (other than an Obligor) 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 (other than an Obligor) the right to terminate its obligations thereunder; *provided*, that the foregoing exclusions in the preceding clauses (A) and (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 the preceding clauses (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 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, without any representations, warranties or recourse of any kind whatsoever, (x) deliver to the Grantor all Trademark Collateral held by the Collateral Agent hereunder and subject to such release, and (y) 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.

* * * * *

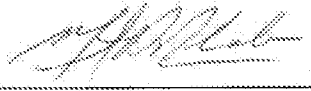
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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

MITEL NETWORKS CORPORATION

By: 
Name: _____
Title: **Gregory J. Hiscock**
General Counsel and
Corporate Secretary

BANK OF AMERICA, N.A.
(ACTING THROUGH ITS CANADA
BRANCH),
as Canadian Collateral Agent

By: 
Name: _____
Title: MEDINA SALES DE ANDRADE
VICE PRESIDENT

[Signature Page to Project Roadster Canadian Trademark Security Agreement]

TRADEMARK
REEL: 005525 FRAME: 0079

SCHEDULE I
to Trademark Security Agreement

Item A. Trade Marks

List of Canadian Trademarks

4 MAY 2015

Trade-mark	Country	APP/REG NO	OWNER
Aastra InTouch	Canada	1454282	Aastra Technologies Limited (nka Mitel Networks Corporation)
Hi-Q (logo)	Canada	1454280	Aastra Technologies Limited (nka Mitel Networks Corporation)
Hi-Q	Canada	1454279	Aastra Technologies Limited (nka Mitel Networks Corporation)
Aastra	Canada	TMA600222	Aastra Technologies Limited (nka Mitel Networks Corporation)
Aastra (logo + word)	Canada	TMA600992	Aastra Technologies Limited (nka Mitel Networks Corporation)
Aastra (stylized)	Canada	TMA591220	Aastra Technologies Limited (nka Mitel Networks Corporation)
Aastra (A logo only)	Canada	TMA601140	Aastra Technologies Limited (nka Mitel Networks Corporation)
Ascotel	Canada	TMA350498	Aastra Technologies Limited (nka Mitel Networks Corporation)
Ethosourcing	Canada	TMA821969	Aastra Technologies Limited (nka Mitel Networks Corporation)
Jazz	Canada	TMA387874	Aastra Technologies Limited (nka Mitel Networks Corporation)
Maestro	Canada	TMA371577	Aastra Technologies Limited (nka Mitel Networks Corporation)
Powertouch	Canada	TMA490675	Aastra Technologies Limited (nka Mitel Networks Corporation)
Symphony	Canada	TMA323833	Aastra Technologies Limited (nka Mitel Networks Corporation)
Venture	Canada	TMA490709	Aastra Technologies Limited (nka Mitel Networks Corporation)
Vista	Canada	TMA438944	Aastra Technologies Limited (nka Mitel Networks Corporation)
E-Smith	Canada	570,579	Mitel Networks Corporation
Express Messenger	Canada	536,408	Mitel Networks Corporation
HCI	Canada	377,429	Mitel Networks Corporation
HOST COMMAND INTERFACE	Canada	377,428	Mitel Networks Corporation
LIGHTWARE	Canada	431,914	Mitel Networks Corporation
MiService	Canada	639,355	Mitel Networks Corporation
MITEL NAVIGATOR	Canada	668,185	Mitel Networks Corporation
MITEL PRESENCE	Canada	701,441	Mitel Networks Corporation
NUPOINT MESSENGER IP	Canada	1,259,305	Mitel Networks Corporation
ONEPOINT MESSENGER	Canada	536,564	Mitel Networks Corporation
SIMPLY COMMUNICATING	Canada	734,433	Mitel Networks Corporation
SPEAK@EASE	Canada	566,577	Mitel Networks Corporation
SUPERCONSOLE 1000 & Design	Canada	371,267	Mitel Networks Corporation
SUPERCONSOLE 2000	Canada	566,690	Mitel Networks Corporation
SUPERSET 1 Design	Canada	361,218	Mitel Networks Corporation
SUPERSET 3 Design	Canada	306,263	Mitel Networks Corporation
SUPERSET 4 Design	Canada	298,720	Mitel Networks Corporation
SUPERSET 7 Design	Canada	306,259	Mitel Networks Corporation
SX-200	Canada	236,233	Mitel Networks Corporation
SX-50	Canada	338,952	Mitel Networks Corporation

List of Canadian Trademarks

4 MAY 2015

Trade-mark	Country	APP/REG NO	OWNER
TALK TO	Canada	285,093	Mitel Networks Corporation
Trillium	Canada	307,697	Mitel Networks Corporation
Voice First	Canada	594,373	Mitel Networks Corporation
Your Assistant	Canada	602,523	Mitel Networks Corporation
MITEL & LOGO	Canada	433,249	Mitel Networks Corporation
MITEL	Canada	216462	Mitel Networks Corporation
MITEL	Canada	431328	Mitel Networks Corporation
MITEL LOGO ONLY	Canada	217058	Mitel Networks Corporation

List of US Marks

7 MAY 2015

<u>Name of Mark</u>	<u>Reg/Ser No.</u>	<u>Owner</u>	<u>Country</u>
Aastra	2962721	Aastra Technologies Limited (nka Mitel Networks Corporation)	USA
Aastra (stylized)	2962720	Aastra Technologies Limited (nka Mitel Networks Corporation)	USA
Aastra (logo + word)	2962722	Aastra Technologies Limited (nka Mitel Networks Corporation)	USA
Aastra (logo only)	2962723	Aastra Technologies Limited (nka Mitel Networks Corporation)	USA
AXXESS	3817509	Mitel Networks Corporation	USA
Centergy Virtual Contact Center	3324381	Aastra Technologies Limited (nka Mitel Networks Corporation)	USA
Clearspan	3969574	Aastra Technologies Limited (nka Mitel Networks Corporation)	USA
CVCC	3324382	Aastra Technologies Limited (nka Mitel Networks Corporation)	USA
Ethosourcing	3781045	Aastra Technologies Limited (nka Mitel Networks Corporation)	USA
Hi-Q	3960378	Aastra Technologies Limited (nka Mitel Networks Corporation)	USA
IT'S NOT MAGIC	4210014	Mitel Networks Corporation	USA
LiteAgent	3938649	Aastra Technologies Limited (nka Mitel Networks Corporation)	USA
LiteAgent (stylized)	3938652	Aastra Technologies Limited (nka Mitel Networks Corporation)	USA
M (LOGO)	1098607	Mitel Networks Corporation	USA
M (TAG)	4311713	Mitel Networks Corporation	USA
MITEL	1949827	Mitel Networks Corporation	USA
MITEL	1961215	Mitel Networks Corporation	USA
MITEL	1944812	Mitel Networks Corporation	USA
MITEL	1947798	Mitel Networks Corporation	USA
MITEL	1109181	Mitel Networks Corporation	USA
MITEL & DESIGN	1911785	Mitel Networks Corporation	USA
MITEL & DESIGN	1949826	Mitel Networks Corporation	USA
MITEL & DESIGN	1904370	Mitel Networks Corporation	USA
MITEL & DESIGN	1944813	Mitel Networks Corporation	USA
MITEL & DESIGN	1091325	Mitel Networks Corporation	USA
OpEasy	4042640	Aastra Technologies Limited (nka Mitel Networks Corporation)	USA
OpEasy (stylized)	4045984	Aastra Technologies Limited (nka Mitel Networks Corporation)	USA
POWERING CONNECTIONS	86/278745	Mitel Networks Corporation	USA
SX-200	1150303	Mitel Networks Corporation	USA
UC360	4401512	Mitel Networks Corporation	USA

TRADEMARK

RECORDED: 05/28/2015

REEL: 005525 FRAME: 0083