

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM435995

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TOSHIBA AMERICA INFORMATION SYSTEMS, INC.		06/30/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MITEL NETWORKS CORPORATION		
Street Address:	350 LEGGET DRIVE		
City:	OTTAWA		
State/Country:	ARIZONA		
Postal Code:	K2K2W7		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	87004926	EDGEIPT	
Registration Number:	4993423	EMANAGER	
Registration Number:	3150203	EMANAGER	
Registration Number:	4071337	IPEDGE	
Registration Number:	3161097	MY PHONE MANAGER	
Registration Number:	1950253	STRATAGY	
Registration Number:	4653837	UCEDGE	
Registration Number:	4846510	UCEDGE	
Registration Number:	4468596	VIPEDGE	
CORRESPONDENCE DATA			
Fax Number:	4804229701		
<i>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.</i>			
Phone:	4809619000		
Email:	michelle.whittington@mitel.com		
Correspondent Name:	Michelle Whittington		
Address Line 1:	1146 N. ALMA SCHOOL ROAD, C/O MITEL		
Address Line 4:	MESA, ARIZONA 85201		

CH \$240.00 87004926

DOMESTIC REPRESENTATIVE**Name:** Michelle Whittington**Address Line 1:** 1146 N. ALMA SCHOOL ROAD, C/O MITEL**Address Line 4:** MESA, ARIZONA 85201**NAME OF SUBMITTER:** MICHELLE WHITTINGTON**SIGNATURE:** /michellewhittington/**DATE SIGNED:** 07/20/2017**Total Attachments: 5**

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated as of June 30, 2017, is made by and between TOSHIBA AMERICA INFORMATION SYSTEMS, INC., a corporation organized under the laws of California (the "Assignor") and MITEL NETWORKS CORPORATION, a corporation organized under the laws of Canada (the "Assignee").

W I T N E S S E T H:

WHEREAS, the Assignor and Mitel Networks, Inc. entered into that certain Asset Purchase Agreement, dated as of June 30, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, the Assignor hereby agrees to sell, assign, transfer, convey and deliver to the Assignee, and the Assignee hereby agrees to purchase and accept from the Assignor all of the Assignor's right, title and interest in, to and under all of the Assignor's trademarks listed in the Schedule hereto (the "Trademarks") together with the goodwill associated therewith;

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements contained in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement, intending to be legally bound, agree as follows:

Section 1. Assignment. The Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee, and the Assignee hereby purchases and accepts from the Assignor all of the Assignor's right, title and interest in, to and under the Trademarks, together with the goodwill associated therewith, including without limitation, (a) royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (b) all rights to any actions of any nature available to or being pursued by the Assignor to the extent related to the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive relief for infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief, and to collect, or otherwise recover, any such damages.

Section 2. Ownership; No Challenge. The Assignor agrees that it will not at any time, directly or indirectly, challenge or assist any person or entity in challenging, in any jurisdiction, (a) the Assignee's rights, title and interest in and to the Trademarks, or (b) the Assignee's and its affiliates' rights to use and control the Trademarks.

Section 3. Further Assurances. From time to time, without further consideration, the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof, give effect to the transactions contemplated by this Agreement and the Purchase Agreement and fully evidence the Assignee's right, title and interest in, to and under the Trademarks, including, without limitation, complying with any and all procedures and

requirements of the United States Patent and Trademark Office to effectuate the assignment of the Trademarks and the preparation and filing of any documents with any intellectual property office or registry to evidence the assignments set forth herein.

Section 4. Fees and Expenses. The Assignee acknowledges and agrees that all costs and expenses incurred, arising from or in connection with this Agreement and the consummation of the assignment contemplated hereby shall be paid by the Assignee.

Section 5. Applicable Law, Jurisdiction and Venue. This Agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement shall be governed by the internal laws of the State of Delaware.

Section 6. Entire Agreement. This Agreement, together with the Purchase Agreement, including all schedules and exhibits hereto and thereto, constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement may not be amended except by an instrument in writing signed by each of the parties hereto. Waiver of any term or condition of this Agreement by any party hereto shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach or failure of the same term or condition or a waiver of any other term or condition of this Agreement.

Section 7. Construction. Nothing in this Agreement is intended to supersede, modify, limit, expand or amend any of the rights or obligations of the parties to the Purchase Agreement. In the event of a conflict between this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

Section 8. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

ASSIGNOR:

TOSHIBA AMERICA INFORMATION SYSTEMS,
INC.

By: 
Name: Mark Simons
Title: President & CEO

ASSIGNEE:

MITEL NETWORKS CORPORATION

By: _____

Name: Steven E. Spooner

Title: Chief Financial Officer

Schedule

Trademark	Status	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date
EDGEIPT	Pending Statement of Use	US	87004926	4/18/16		
EDGEIPT	Pending	Canada	1805119	10/18/16		
EDGEIPT	Registered	Madrid Protocol (see designated countries below)	1337685	4/6/17	4/6/17	4/6/17
EDGEIPT	Allowed	Australia	1337685	10/18/16		
EDGEIPT	Pending	Cambodia	1337685	10/18/16		
EDGEIPT	Pending	Caribbean Netherland	1337685	10/18/16		
EDGEIPT	Pending	Cuba	1337685	10/18/16		
EDGEIPT	Pending	Curacao	1337685	10/18/16		
EDGEIPT	Pending	Laos	1337685	10/18/16		
EDGEIPT	Pending	Mexico	1337685	10/18/16		
EDGEIPT	Pending	New Zealand	1337685	10/18/16		
EDGEIPT	Pending	Philippines	1337685	10/18/16		
EDGEIPT	Pending	Singapore	1337685	10/18/16		
EDGEIPT	Pending	St. Maarten	1337685	10/18/16		
EDGEIPT	Pending	Vietnam	1337685	10/18/16		
EMANAGER	Registered	US	86838676	12/3/15	4993423	7/5/16
EMANAGER	Registered	US	78655888	6/22/05	3150203	9/26/06
IPEDGE	Registered	US	85005967	4/5/10	4071337	12/13/11
MY PHONE MANAGER	Not in use, will cancel	US	78655896	6/22/05	316097	10/17/06
STRATAGY	Registered	US	74535906	6/8/94	1950253	1/23/96
UCEDGE	Registered	US	86024023	7/30/13	4653837	12/9/14
UCEDGE	Registered	US	86024035	7/30/13	4846510	11/3/15
VIPEDGE	Registered	US	85624997	5/14/12	4468596	1/21/14