# CH \$40.00 39170

ETAS ID: TM500462

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1

Stylesheet Version v1.2

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CITIZENS BANK, N.A.		11/30/2018	National Banking Association: UNKNOWN

### **RECEIVING PARTY DATA**

Name:	MITEL COMMUNICATIONS INC.
Street Address:	600-5850 granite parkway
City:	plano
State/Country:	TEXAS
Postal Code:	75024
Entity Type:	Corporation: DELAWARE

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3917042	MX-ONE

### 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: 4809618032
Email: iplegal@mitel.com
Correspondent Name: Michelle Whittington

Address Line 1: 1146 N. ALMA SCHOOL ROAD

Address Line 2: C/O MITEL

Address Line 4: MESA, ARIZONA 85201

NAME OF SUBMITTER:	MICHELLE WHITTINGTON	
SIGNATURE:	/MICHELLEWHITTINGTON/	
DATE SIGNED:	12/03/2018	

### **Total Attachments: 3**

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TRADEMARK REEL: 006493 FRAME: 0061

900476274

# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of November 30, 2018, is made by CITIZENS BANK, N.A., in its capacity as administrative agent (in such capacity, the "Administrative Agent"), under that certain Trademark Security Agreement entered into by MITEL COMMUNICATIONS INC., a Delaware Corporation (the "Obligor") in favor of the Administrative Agent, pursuant to that certain Credit Agreement, dated as of March 9, 2017 (as amended, supplemented, amended and restated or otherwise modified from time to time), by and between, *inter alios*, the Obligor and the Administrative Agent (as amended, supplemented or modified and in effect from time to time, the "Trademark Security Agreement").

WHEREAS, pursuant to the Trademark Security Agreement, the Obligor granted to the Administrative Agent a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in certain intellectual property collateral including the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, the Trademark (as defined in the Trademark Security Agreement) set forth on Schedule 1 hereto;

**WHEREAS**, an executed copy of the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (the "<u>USPTO</u>") on March 9, 2017 as Document Number 900397924 at Reel 6009, Frame 0022; and

WHEREAS, the Administrative Agent has agreed to terminate and release its security interest in all of such Trademarks, including, without limitation, the Trademark Collateral, and to provide this document suitable for recording in the USPTO evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Administrative Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the liens and security interest created under the Trademark Security Agreement in the Trademark Collateral, (b) terminate and release its security interest in the Trademark Collateral, and (c) discharge and reassign to the Obligor any and all rights, title and interest it has in and the security interest granted to the Administrative Agent in the Trademark Collateral. The Administrative Agent hereby authorizes Obligor or any of its authorized representatives to file this Termination and Release of Security Interest in Trademarks with the USPTO or any other applicable governmental office and the Administrative Agent authorizes and requests that the Commissioner of Trademarks and any other applicable government officer or relevant governmental authority record this Termination and Release of Security Interest in Trademarks. The Administrative Agent hereby agrees to execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably requested by Obligor, at Obligor's expense, to fully effectuate the purposes of this Termination and Release of Security Interest in Trademarks.

[SIGNATURE PAGE FOLLOWS]

TRADEMARK
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IN WITNESS WHEREOF, the Administrative Agent has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

CITIZENS BANK, N.A., as Administrative Agent

Name: Andrew J. Meara

Title: Senior Vice President

# SCHEDULE 1

# TRADEMARKS

Mark	Reg. No.	Reg. Date
MX-ONE	3917042	2/8/2011

**RECORDED: 12/03/2018** 

TRADEMARK REEL: 006493 FRAME: 0064