

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501229

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MITEL NETWORKS ULC		12/05/2018	UNLIMITED LIABILITY COMPANY: CANADA

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT
Street Address:	ELEVEN MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	BANK: UNITED STATES

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	3830139	BLAZECAST
Registration Number:	3341224	CIX
Registration Number:	3969574	CLEARSPAN
Registration Number:	4936508	
Registration Number:	5062132	
Registration Number:	3150203	EMANAGER
Registration Number:	4993423	EMANAGER
Registration Number:	3960378	HI-Q
Registration Number:	4071337	IPEDGE
Registration Number:	4311713	M
Registration Number:	1109181	MITEL
Registration Number:	1944812	MITEL
Registration Number:	1947798	MITEL
Registration Number:	1949827	MITEL
Registration Number:	1961215	MITEL
Registration Number:	4042640	OPEASY
Registration Number:	4045984	OPEASY

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4797842	POWERING CONNECTIONS
Registration Number:	2624290	STRATA
Registration Number:	1950253	STRATAGY
Registration Number:	1150303	SX-200
Registration Number:	4401512	UC360
Registration Number:	4653837	UCEDGE
Registration Number:	4846510	UCEDGE
Registration Number:	4468596	VIPEDGE
Serial Number:	88074711	MITEL MIYA
Serial Number:	87807064	FANATICAL CUSTOMER SUCCESS
Serial Number:	87905992	GIVING MACHINES A VOICE

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

ATTORNEY DOCKET NUMBER:	2L MN ULC - TM
NAME OF SUBMITTER:	MICHELLE WHITTINGTON
SIGNATURE:	/MICHELLEWHITTINGTON/
DATE SIGNED:	12/07/2018

Total Attachments: 6

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Notice of Grant of Security Interest in Trademarks (Second Lien)

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of December 5, 2018 (this “Notice”), made by Mitel Networks ULC, an unlimited liability company organized under the laws of the Province of British Columbia (the “Pledgor”), in favor of Credit Suisse AG, Cayman Islands Branch, as Collateral Agent (as defined below).

Reference is made to the Canadian Collateral Agreement (Second Lien), dated as of December 5, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Mitel Networks ULC, an unlimited liability company organized under the laws of the Province of British Columbia, each other Canadian Subsidiary Loan Party identified therein and Credit Suisse AG, Cayman Islands Branch, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

Terms. Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

Grant of Security Interest. As security for the payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of its respective Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks of the United States and Canada, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any Excluded Property, including, without limitation, any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral

Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

Counterparts. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.


Governing Law. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

Mitel Networks ULC, as Pledgor,

By:


Name: Greg Hiscock
Title: Secretary

[Signature Page to Notice of Grant of Security Interest in Trademarks (Second Lien)]

Credit Suisse AG, Cayman Islands Branch,
as Collateral Agent

By: 

Name: Mikhail Faybusovich
Title: Authorized Signatory

By: 

Name: Michael Del Genio
Title: Authorized Signatory

Schedule I
to Notice of Grant of Security Interest (Second Lien) in Trademarks

Trademarks Owned by Mitel Networks ULC

Canadian Trademark Registrations

<u>Pledgor</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Mitel Networks ULC	BLAZECAST	TMA754254	11/30/2009
Mitel Networks ULC	TRIANGLE Designs	TMA989147	1/22/2018
Mitel Networks ULC	CYBERACD	TMA664312	5/16/2006
Mitel Networks ULC	ETHOSOURCING	TMA821969	4/11/2012
Mitel Networks ULC	HCI	TMA377429	12/21/1990
Mitel Networks ULC	Hi-Q	TMA941047	6/16/2016
Mitel Networks ULC	Hi-Q & Design	TMA940952	6/15/2016
Mitel Networks ULC	HOST COMMAND INTERFACE	TMA377428	12/21/1990
Mitel Networks ULC	IPEDGE	TMA840474	1/17/2013
Mitel Networks ULC	JAZZ	TMA387874	8/16/1991
Mitel Networks ULC	LIGHTWARE	TMA431914	8/19/1994
Mitel Networks ULC	M Logo	TMA217058	2/5/1980
Mitel Networks ULC	Maestro	TMA371577	8/3/1990
Mitel Networks ULC	MiService	TMA639355	5/9/2005
Mitel Networks ULC	MITEL	TMA216462	10/1/1976
Mitel Networks ULC	MITEL	TMA431328	8/5/1994
Mitel Networks ULC	MITEL & DESIGN	TMA433249	9/16/1994
Mitel Networks ULC	MITEL NAVIGATOR	TMA668185	3/17/2005
Mitel Networks ULC	MITEL PRESENCE	TMA701441	1/16/2007
Mitel Networks ULC	NUPOINT MESSENGER IP	TMA661688	5/30/2005
Mitel Networks ULC	Powertouch	TMA490675	3/2/1998
Mitel Networks ULC	SIMPLY COMMUNICATING	TMA734433	10/6/2005
Mitel Networks ULC	STRATA	TMA334966	12/4/1987
Mitel Networks ULC	STRATAIP	TMA614279	7/7/2004
Mitel Networks ULC	SUPERCONSOLE 1000 & Design	TMA371267	7/27/1990
Mitel Networks ULC	SUPERSET 1 Design	TMA361218	10/27/1989
Mitel Networks ULC	SX-200	TMA236233	9/28/1979
Mitel Networks ULC	TALK TO	TMA285093	11/18/1983
Mitel Networks ULC	Venture	TMA490709	3/2/1998
Mitel Networks ULC	Vista	TMA438944	2/10/1995
Mitel Networks ULC	VOICE FIRST	TMA594373	1/24/2002
Mitel Networks ULC	YOUR ASSISTANT	TMA602523	2/18/2004
Mitel Networks ULC	AASTRA & Design	TMA600992	1/30/2004
Mitel Networks ULC	AASTRA Logo Design	TMA601140	2/2/2004
Mitel Networks ULC	AASTRA Design	TMA591220	10/1/2003
Mitel Networks ULC	AASTRA	TMA600222	1/22/2004
Mitel Networks ULC	ASCOTEL	TMA350498	1/27/1989

Canadian Trademark Applications

Nil.

United States Trademark Registrations

<u>Pledgor</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Mitel Networks ULC	BLAZECAST	3830139	8/10/2010
Mitel Networks ULC	CIX (Stylized)	3341224	11/20/2007
Mitel Networks ULC	CLEARSPAN	3969574	5/31/2011
Mitel Networks ULC	Connectors Logo (Cl. 38)	4936508	4/12/2016
Mitel Networks ULC	Connectors Logo (Cl. 9)	5062132	10/18/2016
Mitel Networks ULC	EMANAGER	3150203	9/26/2006
Mitel Networks ULC	EMANAGER	4993423	7/5/2016
Mitel Networks ULC	Hi-Q	3960378	5/17/2011
Mitel Networks ULC	IPEDGE	4071337	12/13/2011
Mitel Networks ULC	M (logo- TAG)	4311713	4/2/2013
Mitel Networks ULC	MITEL	1109181	12/19/1978
Mitel Networks ULC	MITEL	1944812	1/2/1996
Mitel Networks ULC	MITEL	1947798	1/16/1996
Mitel Networks ULC	MITEL	1949827	1/23/1996
Mitel Networks ULC	MITEL	1961215	3/12/1996
Mitel Networks ULC	MITEL MIYA	Appl. No. 88074711	8/11/2018
Mitel Networks ULC	OpEasy	4042640	10/18/2011
Mitel Networks ULC	OpEasy (Design)	4045984	10/25/2011
Mitel Networks ULC	POWERING CONNECTIONS	4797842	8/25/2015
Mitel Networks ULC	STRATA	2624290	9/24/2002
Mitel Networks ULC	STRATAGY	1950253	1/23/1996
Mitel Networks ULC	SX-200	1150303	4/7/1981
Mitel Networks ULC	UC360	4401512	9/10/2013
Mitel Networks ULC	UCEDGE	4653837	12/9/2014
Mitel Networks ULC	UCEDGE	4846510	11/3/2015
Mitel Networks ULC	VIPEDGE	4468596	1/21/2014

United States Trademark Applications

<u>Pledgor</u>	<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
Mitel Networks ULC	FANATICAL CUSTOMER SUCCESS	87807064	2/22/2018
Mitel Networks ULC	GIVING MACHINES A VOICE	87905992	5/3/2018