

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501592

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MITEL TECHNOLOGIES, INC.		12/07/2018	Corporation: ARIZONA
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: 5			
Property Type	Number	Word Mark	
Registration Number:	3604565	HOTEL MGR	
Registration Number:	2661526	INNCHARGE	
Registration Number:	2666753	INNLIN 2020	
Registration Number:	2703873	INNLIN EXPRESS	
Registration Number:	2652896	PRIVATELINE	
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:	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:	MTI TM 1L		
NAME OF SUBMITTER:	MICHELLE WHITTINGTON		
SIGNATURE:	/MICHELLEWHITTINGTON/		

CH \$140.00 3604565

DATE SIGNED:	12/11/2018
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Total Attachments: 5

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

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of December 7, 2018 (this "Notice"), made by Mitel Technologies, Inc., a Arizona corporation (the "Pledgor"), in favor of Credit Suisse AG, Cayman Islands Branch, as Collateral Agent (as defined below).

Reference is made to the U.S. Collateral Agreement (First Lien), dated as of November 30, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among MLN US HoldCo LLC, a Delaware limited liability company (the "Borrower"), each 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:

SECTION 1. 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.

SECTION 2. 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 of America, 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.

SECTION 3. 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.

SECTION 4. **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.

SECTION 5. **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 STATE OF NEW YORK, 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 TECHNOLOGIES, INC.

By:



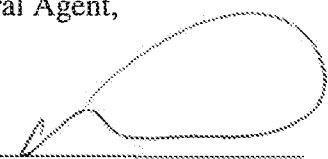
Name: Greg Hiscock

Title: Secretary

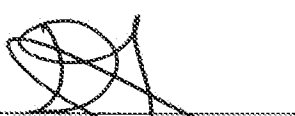
[Signature Page to Notice of Grant of Security Interest in Trademarks (First Lien)]

TRADEMARK
REEL: 006524 FRAME: 0206

Credit Suisse AG, Cayman Islands Branch,
as Collateral Agent,

By: 

Name: Mikhail Faybusovich
Title: Authorized Signatory

By: 

Name: Michael Del Genio
Title: Authorized Signatory

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

TRADEMARK
REEL: 006524 FRAME: 0207

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

Trademarks Owned by Mitel Technologies, Inc.

United States of America Federal Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
HOTEL MGR	3604565	4/7/2009
INNCHARGE	2661526	12/17/2002
INNLIN 2020	2666753	12/24/2002
INNLIN EXPRESS (Design)	2703873	4/8/2003
PRIVATELINE (Stylized)	2652896	11/19/2002

United States of America Federal Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>