

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564615

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		02/28/2020	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	MITEL TECHNOLOGIES, INC.		
Street Address:	1146 N. ALMA SCHOOL ROAD		
City:	MESA		
State/Country:	ARIZONA		
Postal Code:	85201		
Entity Type:	Corporation: ARIZONA		
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:	9192347271		
<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:	9192347271		
Email:	letao.qin@rimonlaw.com		
Correspondent Name:	Letao Qin		
Address Line 1:	Suite 400		
Address Line 2:	One Embarcadero Drive		
Address Line 4:	San Francisco, CALIFORNIA 94110		
NAME OF SUBMITTER:	Letao Qin		
SIGNATURE:	/Letao Qin/		

CH \$140.00 3604565

DATE SIGNED:	03/01/2020
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Total Attachments: 7

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- source=Partial Release (First-Lien) (Executed)#page2.tif
- source=Partial Release (First-Lien) (Executed)#page3.tif
- source=Partial Release (First-Lien) (Executed)#page4.tif
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PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Partial Release of Security Interest in Trademarks (this “**Partial Release**”) is made effective as of February 28, 2020 by Credit Suisse AG, Cayman Islands Branch, as Collateral Agent (together with its successor(s) thereto in such capacity, the “**Collateral Agent**”) for each of the Secured Parties (as defined in the Credit Agreement referred to below), in favor of Mitel Technologies, Inc. (“**MTI**” or “**Grantor**”).

WHEREAS, pursuant to the First Lien Credit Agreement dated as of November 30, 2018, among MLN TopCo Ltd., MLN UK HoldCo Limited (now MNIL), MLN US TopCo Inc., MLN US HoldCo LLC, the Lenders and Issuing Banks party thereto from time to time, and the Collateral Agent, as administrative agent for the Lenders and Issuing Banks and collateral agent for the Secured Parties (as defined therein) (the “**First Lien Credit Agreement**”), the Lenders have extended commitments to make certain credit extensions to the Borrowers; capitalized terms used but not defined herein shall have the meaning set forth in the First Lien Credit Agreement;

WHEREAS, in connection with the First Lien Credit Agreement, the Grantor has executed and delivered a Notice of Grant of Security Interest in Trademarks (First Lien), dated as of December 7, 2018 (collectively, as amended, supplemented, amended and restated or otherwise modified from time to time, the “**Security Agreement**”), and pursuant to the terms and conditions of the Security Agreements, MTI has assigned, pledged, hypothecated, charged, mortgaged, delivered and transferred to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, and thereby granted to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in and to certain trademark collateral, notice of which was recorded on December 11, 2018 at the United States Patent and Trademark Office at Reel/Frame 6524/0202;

WHEREAS, pursuant to the Purchase Agreement, dated as of February 10, 2020 (as amended, supplemented, restated or otherwise modified from time to time, the “**Purchase Agreement**”), by and among Mitel Networks (International) Limited (“**MNIL**”) and Mitel Networks Limited (“**MNL**”) (in such capacity, the “**Sellers**”) and New Tiger Limited (the “**Buyer**”), the Sellers are selling to the Buyer, or causing the transfer by their affiliates to the Buyer, of certain assets described therein including the trademarks and domain names described on Exhibit A hereto owned by the Grantor (the “**Released Property**”) (the “**Asset Sale**”);

WHEREAS, in reliance of Mitel Networks Corporation (“**MNC**”)’s representations and warranties concerning the transactions referenced in that certain Officer’s Certificate, dated on or about the date hereof, certifying that the Asset Sale is permitted pursuant to the terms of the First Lien Credit Agreement, the Collateral Agent has agreed to release, discharge, terminate and cancel its security interest in the Released Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent hereby, without representation or warranty of any kind, terminates, cancels and releases any and all security interests it has against the Released Property and reassigns to the Grantor any and all right, title and interest it may have in and to the Released Property, including any goodwill symbolized by the foregoing, and all rights to same for past, present, and future infringements thereof.

This Partial Release is applicable only to the Released Property and to no other collateral arising under the First Lien Credit Agreement or the Security Agreement (the “**Retained Collateral**”). The Collateral Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Collateral Agent under the First Lien Credit Agreement and the Security Agreement with respect to all such Retained Collateral, and the Collateral Agent’s security interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Partial Release.

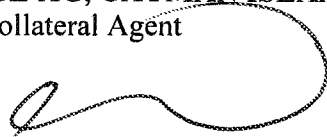
The Collateral Agent hereby agrees at the request of the Grantor to duly execute, acknowledge, procure and deliver to Grantor at Grantor's expense any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Released Property, the Collateral Agent will at the request of the Grantor execute and deliver to Grantor at Grantor's expense a release or other instrument that will terminate any such filing and/or release any interests conveyed therein. The Grantor or its designee is hereby authorized to file the (i) this Partial Release of Security Interest in Trademarks and (ii) UCC-3 partial release financing statement attached hereto as Exhibit B in order to evidence the termination of the security interest in the Released Property.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Partial Release to be executed by its duly authorized representatives as of the date set forth above.

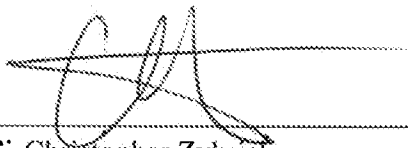
**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent**

By: _____



Name: Mikahil Faybusovich
Title: Authorized Signatory

By: _____



Name: Christopher Zybrick
Title: Authorized Signatory

[Signature Page to Mitel Partial Release of Security Interest in Trademarks (2020)]

EXHIBIT A
RELEASED TRADEMARKS AND DOMAIN NAMES

Trademarks	Reg. No.	Owner
HOTEL MGR	3604565	MITEL TECHNOLOGIES, INC.
INNCHARGE	2661526	MITEL TECHNOLOGIES, INC.
INNLIN 2020	2666753	MITEL TECHNOLOGIES, INC.
INNLIN EXPRESS (LOGO)	2703873	MITEL TECHNOLOGIES, INC.
PRIVATELINE	2652896	MITEL TECHNOLOGIES, INC.

Domain Names
connected-guest.com
connected-guests.com
innovationtw.com

EXHIBIT B
UCC-3 PARTIAL RELEASE STATEMENT

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
2018-004-6475-9 filed 11/30/18

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
 Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement
3. **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
 For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8
4. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. **PARTY INFORMATION CHANGE:**
 Check one of these two boxes: Debtor or Secured Party of record
 AND Check one of these three boxes to: CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME	INDIVIDUAL'S FIRST PERSONAL NAME	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8. **COLLATERAL CHANGE:** Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral

Indicate collateral:
The following trademarks and domain names are hereby deleted from the collateral covered by the referenced financing statement:
Trademarks: HOTEL MGR (Reg. No. 3604565), INNCHARGE (Reg. No. 2661526), INNLIN 2020 (Reg. No. 2666753), INNLIN ESPRESS (LOGO) (Reg. No. 2703873), PRIVATELINE (Reg. No. 2652896)
Domain names: connected-guest.com, connected-guests.com, innovationtw.com

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
 If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
Credit Suisse AG, Cayman Islands Branch, as Collateral Agent

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. **OPTIONAL FILER REFERENCE DATA:**
AZ - SOS - First Lien

Instructions for UCC Financing Statement Amendment (Form UCC3)

Please type or laser-print this form. Be sure it is completely legible. Read and follow all Instructions, especially Instruction 1a; correct file number of initial financing statement is crucial.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. The filing office cannot give legal advice.

Send completed form and any attachments to the filing office, with the required fee.

ITEM INSTRUCTIONS

A and B. To assist filing offices that might wish to communicate with filer, filer may provide information in item A and item B. These items are optional.
C. Complete item C if filer desires an acknowledgment sent to them. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form the Acknowledgment Copy or a carbon or other copy of this form for use as an acknowledgment copy.

Always complete items 1a and 9.

1a. **File Number.** Enter file number of initial financing statement to which this Amendment relates. Enter only one file number. In some states, the file number is not unique; in those states, also enter in item 1a, after the file number, the date that the initial financing statement was filed.

1b. If this Amendment is to be filed in the real estate records or in any other filing office where the name of current Debtor is required for indexing purposes, check the box in item 1b and enter Debtor name in item 13 of Amendment Addendum (Form UCC3Ad). Complete item 13 in accordance with instructions on Amendment Addendum (Form UCC3Ad). If Debtor does not have an interest of record, enter the name and address of the record owner in item 16 of Amendment Addendum (Form UCC3Ad).

Note: Show purpose of this Amendment by checking box 2, 3, 4, 5, or 8 (in items 5 and 8 you must check additional boxes); also complete items 6, 7, and/or 8 as appropriate. Some, but not all filing offices accept multiple actions on an Amendment. Filing offices that accept multiple actions may charge an additional fee. Some filing offices that accept multiple actions may only index one of the actions requested. Consult the administrative rules of the designated filing office to determine the extent to which multiple actions will be accepted, indexed, and the applicable filing fees for multiple actions.

2. **Termination.** To terminate the effectiveness of the identified financing statement with respect to the security interest(s) of authorizing Secured Party, check box in item 2. See Instruction 9 below.

3. **Assignment.** To assign (1) some or all of Assignor's right to amend the identified financing statement, or (2) the Assignor's right to amend the identified financing statement with respect to some (but not all) of the collateral covered by the identified financing statement: Check box in item 3 and enter name of Assignee in item 7a or 7b; always enter the Assignee's mailing address in item 7c. Also enter name of Assignor in item 9. If assignment affects the right to amend the financing statement with respect to some (but not all) of the collateral covered by the identified financing statement, check the ASSIGN collateral box and indicate the particular collateral covered in item 8.

4. **Continuation.** To continue the effectiveness of the identified financing statement with respect to the security interest(s) of authorizing Secured Party, check box in item 4. See Instruction 9 below.

5-7. **Party Information Change.** To indicate a party information change, check this box; also check additional boxes (as applicable) and complete items 5, 6, and/or 7 as appropriate.

To change the name and/or address of a party (items 5, 6, and 7): Check box in item 5 to indicate whether this Amendment relates to a Debtor or Secured Party of record; and check the CHANGE name and/or mailing address box in item 5 and enter name of affected party (current record name) in item 6a or 6b; and repeat or enter the new name in item 7a or 7b; always enter the party's mailing address in item 7c.

To add a party (items 5 and 7): Check box in item 5 to indicate whether this Amendment relates to a Debtor or Secured Party of record; and check the ADD name box in item 5 and enter the added party's name in item 7a or 7b; always enter the party's mailing address in item 7c. For additional Debtors or Secured Parties, attach Amendment Additional Party (Form UCC3AP), using correct name format.

To delete a party (items 5 and 6): Check box in item 5 to indicate whether this Amendment relates to a Debtor or Secured Party of record; and check the DELETE name box in item 5 and enter the deleted party's name in item 6a or 6b.

8. **Collateral Change.** To indicate a collateral change, check this box; also check additional box (as applicable) and describe the change in item 8. If space in item 8 is insufficient, continue collateral description in item 14 of Amendment Addendum (Form UCC3Ad). Do not include social security numbers or other personally identifiable information.

To add collateral: Check the ADD collateral box in item 8 and indicate the additional collateral.

To delete collateral: Check the DELETE collateral box in item 8 and indicate the deleted collateral. A partial release is a DELETE collateral change.

To restate covered collateral description: Check the RESTATE covered collateral box in item 8 and indicate the restated collateral.

To assign the right to amend the financing statement with respect to part (but not all) of the collateral covered by the identified financing statement: Comply with Instruction 3 above and check the ASSIGN collateral box in item 8.

If, due to a full release of collateral, filer no longer claims a security interest under the identified financing statement, check box in item 2 (Termination) and not a box in item 8 (Collateral Change).

9. **Name of Authorizing Party.** Enter name of party of record authorizing this Amendment. In most cases, the authorizing party is the Secured Party of record. If this is an Amendment (Assignment), enter Assignor's name in item 9a or 9b. If this is an Amendment (Termination) authorized by a Debtor, check the box in item 9 and enter the name of the Debtor authorizing this Amendment in item 9a or 9b. If this Amendment (Termination) is to be filed or recorded in the real estate records, also enter, in item 12 of Amendment Addendum (Form UCC3Ad), the name of Secured Party of record. If there is more than one authorizing Secured Party or Debtor, enter additional name(s) in item 14 of Amendment Addendum (Form UCC3Ad).

10. **Optional Filer Reference Data.** This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in item 10 any identifying information that filer may find useful. Do not include social security numbers or other personally identifiable information.

TRADEMARK

RECORDED: 03/01/2020

REEL: 006878 FRAME: 0890