

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM763647

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MITEL NETWORKS CORPORATION		10/18/2022	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT		
Street Address:	ELEVEN MADISON AVE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4936508		
Registration Number:	5062132		
Registration Number:	3150203	EMANAGER	
Serial Number:	97289601	HI-Q	
Registration Number:	6077856	MITEAM	
Registration Number:	1109181	MITEL	
Registration Number:	1944812	MITEL	
Registration Number:	1947798	MITEL	
Registration Number:	1949827	MITEL	
Registration Number:	1961215	MITEL	
Registration Number:	3058713	OAISYS	
Registration Number:	4797842	POWERING CONNECTIONS	
Registration Number:	1950253	STRATAGY	
Registration Number:	6142703	TALKIFY	
Registration Number:	4468596	VIPEDGE	
CORRESPONDENCE DATA			
Fax Number:	4804229701		

CH \$390.00 4936508

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 4: mesa, ARIZONA 85201

ATTORNEY DOCKET NUMBER:	Trademark Lien - MNC
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NAME OF SUBMITTER:	MICHELLE WHITTINGTON
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SIGNATURE:	/michellewhittington/
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DATE SIGNED:	10/26/2022
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Total Attachments: 6

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Notice of Grant of Security Interest in Canadian Intellectual Property

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of October 18, 2022 (this “Notice”), made by Mitel Networks Corporation, a corporation continued and existing under the laws of Canada (the “Pledgor”), in favour of Credit Suisse AG, Cayman Islands Branch, as Collateral Agent (as defined below).

Reference is made to the Canadian collateral agreement (priority lien), the Canadian collateral agreement (second lien), and the Canadian collateral agreement (third lien) each respectively dated as of October 18, 2022 (each as amended, restated, supplemented or otherwise modified from time to time, a “Collateral Agreement”, and collectively the “Collateral Agreements”), among Mitel Networks Corporation, a corporation continued and existing under the laws of Canada, 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:

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in each Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreements 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 each respective 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*.

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 Agreements. 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 each respective 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 Agreements, the terms of the Collateral Agreements 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.

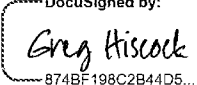
SECTION 5. *Governing Law*. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

SECTION 6. *Subject to Intercreditor Agreements; Collateral*. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to this Notice and the Collateral Agreement and (ii) the exercise of any right or remedy by the Collateral Agent hereunder or thereunder or the application of proceeds (including insurance and condemnation proceeds) of any Collateral, in each case, are subject to the limitations and provisions of any applicable Intercreditor Agreement to the extent provided therein. In the event of any conflict between the terms of such applicable Intercreditor Agreement and the terms of this Notice, the terms of such applicable Intercreditor Agreement shall govern.

[Signature Pages Follow]

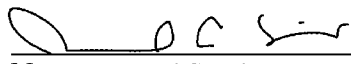
IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

MITEL NETWORKS CORPORATION

By:  874BF198C2B44D5...
Name: Gregory J. Hiscock
Title: Secretary

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

By: 
Name: Gianni Russello
Title: Authorized Signatory

By: 
Name: Raquel Sanchez
Title: Authorized Signatory

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by Mitel Networks Corporation

Trademarks

OWNER	TRADEMARK	REGISTRATION NUMBER	COUNTRY
Mitel Networks Corporation	BLAZECAST	TMA754254	Canada
Mitel Networks Corporation	Connectors Logo (CA)	TMA989147	Canada
Mitel Networks Corporation	ETHOSOURCING	TMA821969	Canada
Mitel Networks Corporation	Hi-Q	TMA941047	Canada
Mitel Networks Corporation	Hi-Q & Design	TMA940952	Canada
Mitel Networks Corporation	LIGHTWARE	TMA431914	Canada
Mitel Networks Corporation	MITEAM	2035501	Canada
Mitel Networks Corporation	MITEL	TMA216462	Canada
Mitel Networks Corporation	MITEL	TMA431328	Canada
Mitel Networks Corporation	MITEL & DESIGN	TMA433249	Canada
Mitel Networks Corporation	MITEL PRESENCE	TMA701441	Canada
Mitel Networks Corporation	Powertouch	TMA490675	Canada
Mitel Networks Corporation	SIMPLY COMMUNICATING	TMA734433	Canada
Mitel Networks Corporation	STRATA	TMA334966	Canada
Mitel Networks Corporation	SX-200	TMA236233	Canada
Mitel Networks Corporation	TALK TO	TMA285093	Canada
Mitel Networks Corporation	Venture	TMA490709	Canada
Mitel Networks Corporation	Vista	TMA438944	Canada
Mitel Networks Corporation	Connectors Logo (Cl. 38)	4936508	USA
Mitel Networks Corporation	Connectors Logo (Cl. 9)	5062132	USA
Mitel Networks Corporation	EMANAGER	3150203	USA
Mitel Networks Corporation	Hi-Q	97/289601	USA
Mitel Networks Corporation	MITEAM	6077856	USA
Mitel Networks Corporation	MITEL	1109181	USA

OWNER	TRADEMARK	REGISTRATION NUMBER	COUNTRY
Mitel Networks Corporation	MITEL	1944812	USA
Mitel Networks Corporation	MITEL	1947798	USA
Mitel Networks Corporation	MITEL	1949827	USA
Mitel Networks Corporation	MITEL	1961215	USA
Mitel Networks Corporation	OAISYS Logo	3058713	USA
Mitel Networks Corporation	POWERING CONNECTIONS	4797842	USA
Mitel Networks Corporation	STRATAGY	1950253	USA
Mitel Networks Corporation	TALKIFY	6142703	USA
Mitel Networks Corporation	VIPEDGE	4468596	USA

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