

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM763484

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mitel (Delaware), Inc.		10/18/2022	Corporation: DELAWARE
Mitel Cloud Services, Inc.		10/18/2022	Corporation: TEXAS
Mitel Communications, Inc.		10/18/2022	Corporation: DELAWARE
Mitel Networks, Inc.		10/18/2022	Corporation: DELAWARE

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: 8

Property Type	Number	Word Mark
Registration Number:	2959451	EDGE
Registration Number:	2686328	NETSOLUTIONS
Registration Number:	3157823	TOTALSOLUTION
Registration Number:	2762534	UNIFIED COMMUNICATOR
Registration Number:	6114369	MICLOUD
Registration Number:	3917042	MX-ONE
Registration Number:	4478824	
Registration Number:	4478711	SHORETEL SKY

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

TRADEMARK

REEL: 007876 FRAME: 0745

Address Line 1: 1146 n. alma school road
Address Line 4: mesa, ARIZONA 85201

ATTORNEY DOCKET NUMBER: Trademark Lien - 2nd

NAME OF SUBMITTER: MICHELLE WHITTINGTON

SIGNATURE: /michellewhittington/

DATE SIGNED: 10/25/2022

Total Attachments: 5

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Notice of Grant of Security Interest in U.S. Intellectual Property

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of October 18, 2022 (this “Notice”), made by the signatories hereto as Pledgors (the “Pledgors”), in favor of Credit Suisse AG, Cayman Islands Branch, as Collateral Agent (as defined below).

Reference is made to the U.S. Collateral Agreement (Second Lien), dated as of October 18, 2022 (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, each 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. Each 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.

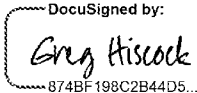
SECTION 5. *Governing Law.* THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO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

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.

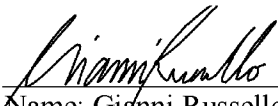
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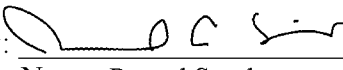
IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

MITEL (DELAWARE), INC.
MITEL CLOUD SERVICES, INC.
MITEL COMMUNICATIONS INC.
MITEL NETWORKS, INC.

By: 
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 (Second Lien) in Trademarks

United States of America Federal Trademark Registrations

OWNER	TRADEMARK	REGISTRATION NUMBER	COUNTRY
Mitel (Delaware), Inc.	EDGE	2959451	USA
Mitel (Delaware), Inc.	NETSOLUTIONS	2686328	USA
Mitel (Delaware), Inc.	TOTALSOLUTION	3157823	USA
Mitel (Delaware), Inc.	UNIFIED COMMUNICATOR	2762534	USA
Mitel Cloud Services, Inc.	MICLOUD	6114369	USA
Mitel Communications Inc.	MX-ONE	3917042	USA
Mitel Networks, Inc.	SHORETEL LOGO	4478824	USA
Mitel Networks, Inc.	SHORETEL SKY	4478711	USA

United States of America Federal Trademark Applications

None.