

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM866116

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UNIFY SOFTWARE AND SOLUTIONS GMBH & CO. KG		10/30/2023	GmbH & Co. Kg: GERMANY

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: 5

Property Type	Number	Word Mark
Serial Number:	86437663	CIRCUIT
Serial Number:	86437673	CIRCUIT
Serial Number:	76072881	HIPATH
Serial Number:	78253574	OPENScape
Serial Number:	74132911	UNIFY

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, ESQ

Address Line 1: 2160 W. BROADWAY ROAD

Address Line 2: STE 103

Address Line 4: mesa, ARIZONA 85202

ATTORNEY DOCKET NUMBER:	Unify TM Lien (2L)
NAME OF SUBMITTER:	MICHELLE WHITTINGTON

SIGNATURE:	/michellewhittington/
DATE SIGNED:	01/05/2024
Total Attachments: 6 source=Mitel - 2L - Trademark Security Agreement - German Entities [Executed]#page1.tif source=Mitel - 2L - Trademark Security Agreement - German Entities [Executed]#page2.tif source=Mitel - 2L - Trademark Security Agreement - German Entities [Executed]#page3.tif source=Mitel - 2L - Trademark Security Agreement - German Entities [Executed]#page4.tif source=Mitel - 2L - Trademark Security Agreement - German Entities [Executed]#page5.tif source=Mitel - 2L - Trademark Security Agreement - German Entities [Executed]#page6.tif	

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

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of October 30, 2023 (this “Notice”), made by UNIFY GMBH & CO. KG (“Unify GMBH”) and UNIFY SOFTWARE AND SOLUTIONS GMBH & CO. KG (“Unify Software” and, together with Unify GMBH, the “Pledgors”), in favor of Credit Suisse AG, Cayman Islands Branch, as Collateral Agent (as defined below).

Reference is made to the U.S. Intellectual Property Security Agreement (Second Lien), dated as of October 30, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”), among each Pledgor 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 Intellectual Property Security Agreement. The rules of construction specified in Section 1.01(b) of the Intellectual Property Security 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 Pledgors pursuant to the Intellectual Property Security Agreement did, and hereby do, 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. *Intellectual Property Security 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 Intellectual Property Security Agreement. The Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Intellectual

Property Security 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 Intellectual Property Security Agreement, the terms of the Intellectual Property Security 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 Intellectual Property Security 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.

UNIFY GMBH & CO. KG

By: 

Name: Gregory J. Hiscock

Title: Authorized representative (Prokurist) of
the general partner MLN DE HoldCo
GmbH

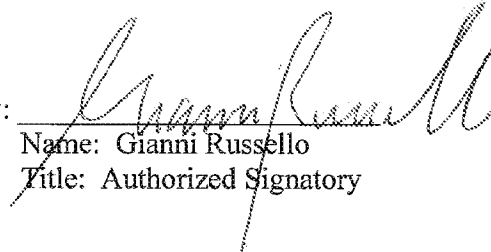
UNIFY SOFTWARE AND SOLUTIONS GMBH & CO. KG


By: 

Name: Gregory J. Hiscock

Title: Authorized representative (Prokurist)

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

By: 
Name: Gianni Russello
Title: Authorized Signatory

By: 
Name: Johannes Werner
Title: Authorized Signatory

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

Trademarks Owned by Unify Software

United States of America Federal Trademark Registrations

Intel File No.	Mark	Application number	Application date	Registration number	Registration date	Country	Owner
	CIRCUIT	86437663	2014-10-28	5993372	2020-02-25	United States	Unify Software & Solutions GmbH & Co. K.G.
	CIRCUIT	86437673	2014-10-28	5881851	2019-10-15	United States	Unify Software & Solutions GmbH & Co. K.G.
	HIPATH	76072881	2000-06-19	2875915	2004-08-24	United States	Unify Software & Solutions GmbH & Co. K.G.
	OpenScape	78253574	2003-05-23	2962007	2005-06-14	United States	Unify Software & Solutions GmbH & Co. K.G.
	OpenScape Cloud	79232762	2018-01-17	5876199	2019-10-08	United States	Unify Software & Solutions GmbH & Co. K.G.
	OpenScape Composer	79234123	2018-01-17	5899468	2019-11-05	United States	Unify Software & Solutions GmbH & Co. K.G.
	OpenScape Engage	79235243	2018-03-06	5876217	2019-10-08	United States	Unify Software & Solutions GmbH & Co. K.G.
	OpenScape Enterprise Gateway	79235555	2007-11-29	5893634	2019-10-29	United States	Unify Software & Solutions GmbH & Co. K.G.
	OpenScape First Response	79232878	2018-04-06	6050030	2020-05-12	United States	Unify Software & Solutions GmbH & Co. K.G.
	UNIFY	74132911	1991-01-24	1663326	1991-11-05	United States	Unify Software & Solutions GmbH & Co. K.G.
	Unify	79113547	2011-10-19	4409005	2013-10-01	United States	Unify Software & Solutions GmbH & Co. K.G.

Trademarks Owned by Unify Software

Canada Federal Trademark Registrations

Intel File No.	Mark	Application number	Application date	Registration number	Registration date	Country	Owner
I750070T/CA	OpenScape	1178563	2003-05-21	TMA 677483	2006-11-22	Canada	Unify Software & Solutions GmbH & Co. K.G.
I750082T/CA1	UNIFY	1547307	2011-10-11	TMA938840	2016-05-25	Canada	Unify Software & Solutions GmbH & Co. K.G.
I750082T/CA2	UNIFY	685868	1991-07-15	TMA399476	1992-06-19	Canada	Unify Software & Solutions GmbH & Co. K.G.

Trademarks Owned by Unify GMBH

United States of America Federal Trademark Registrations

Mitel File No.	Mark	Application number	Application date	Registration number	Registration date	Country	Owner
	OpenStage	79035061	2006-12-11	3395117	2008-03-11	United States	Unify GmbH & Co. KG

TRADEMARK

REEL: 008309 FRAME: 0575

RECORDED: 01/05/2024