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To the Honorable Commissioner of Patents and Trademarks:

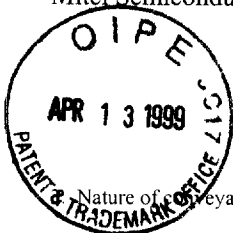
Please record the attached original documents or copy thereof.

1. Name of conveying party:

Mitel Semiconductor Limited

2. Name and address of receiving party:

Canadian Imperial Bank of Commerce,  
as Secured Party  
Commerce Court West  
199 Bay Street  
Toronto, Ontario M5L 1A2  
Canada



Nature of conveyance:

Guarantee and Debenture Supplement

Execution Date: December 31, 1998

4. Application numbers and patent numbers:

A. Patent Application Nos.

09/218,809  
09/185,838  
09/185,837

B. Patent Nos.

5,821,903  
5,847,605

5. Name and address of party to whom correspondence concerning document should be mailed:

Peter Kelly  
Legal Assistant  
O'Melveny & Myers LLP  
555 13th Street, N.W.  
Washington, D.C. 20004

6. Total number of applications and registrations involved:

5

7. Total fee:

\$200.00 (Enclosed)

8. Deposit Account Number:

N/A

9. Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Peter Kelly

Name of Person Signing

Signature

April 13, 1999

Date

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET: 3

DC1:388666.1

04/16/1999 VBRDMM 00000167 09578809 200.00 CP 01 FC:581

PATENT  
REEL: 9883 FRAME: 0357

Md 4.13.99

## GUARANTEE AND DEBENTURE SUPPLEMENT

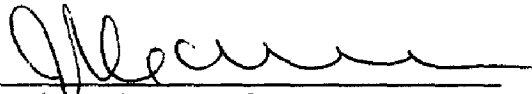
This GUARANTEE AND DEBENTURE SUPPLEMENT, dated as of December 31, 1998, is delivered pursuant to sections 5.1(a) and 8.7(c) of that certain Guarantee and Debenture, dated as of February 12, 1998 (as it may be from time to time amended, modified or supplemented, the "Guarantee and Debenture"), by and among each Charging Company named therein and Canadian Imperial Bank of Commerce, as Security Agent. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Guarantee and Debenture.

Subject to the terms and conditions of the Guarantee and Debenture, the undersigned Charging Company hereby grants to Security Agent a security interest in all of such Charging Company's right, title and interest in and to the Intellectual Property listed on Supplemental Schedule 3 attached hereto, in each case whether now or hereafter existing or in which such Charging Company now has or hereafter acquires an interest and wherever the same may be located. All such Intellectual Property shall be deemed to be part of the Intellectual Property and hereafter subject to each of the terms and conditions of the Guarantee and Debenture.

IN WITNESS WHEREOF, the undersigned Charging Company has caused this Supplement to be duly executed and delivered by its duly authorized officer as of December 31, 1998.

### MITEL SEMICONDUCTOR LIMITED

By: \_\_\_\_\_



Jean-Jacques Carrier  
Treasurer

**SUPPLEMENTAL SCHEDULE 3**

Mitel Semiconductor Limited

Confidential

Patents Issued

As at December 31, 1998

<b>Country</b>	<b>Patent No.</b>	<b>Date Issued</b>	<b>Description</b>	<b>Inventors</b>
USA	5,821,903	Oct 13/98	Conformal Antenna	Williams
USA	5,847,605	Dec 08/98	Low Voltage Active Filter Architecture	Mihallovits et al.

Patents Pending

<b>Country</b>	<b>Application No.</b>	<b>Date Filed</b>	<b>Description</b>	<b>Inventors</b>
USA	09/218,909	Dec 22/98	Insulated Gate Bipolar Transistor	Deviny et al.
USA	09/185,838	Nov 04/98	Image Reject Mixer Arrangements	Souetinov et al.
USA	09/185,837	Nov 04/98	Low Voltage Transconductance Stage	Smith et al.