

02-14-2000

RE



101266535

To the Honorable Commissioner of Patents and Trademarks:  
Please record the attached original documents or copy thereof.

1-21-00

1. Name of conveying party: 2. Name and address of receiving party:

Mitel Inc.  
(a successor in interest to Mitel Semiconductor Americas Inc.; formerly known as GEC Plessey Semiconductors Inc.) a Delaware Corporation  
205 Van Buren Street, Suite 400  
Herndon, VA 20170-5336

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

3. Nature of conveyance:

Grant of Patent Security Interest



Execution Date: September 30, 1999

4. Application numbers and patent numbers:

A. Patent Application Nos.

09/255,461  
09/273,178

B. Patent Nos.

5,940,500

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:

3

7. Total fee:

\$120.00 (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

January 21, 2000  
Date

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET: 1

DC1:417305.1

02/11/2000 DM8UYEH 00000228 09255461 120.00 DP 01 FC:581

PATENT  
REEL: 010539 FRAME: 0001

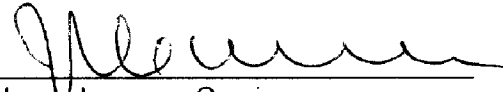
**SUBSIDIARY PATENT AND TRADEMARK  
SECURITY AGREEMENT SUPPLEMENT**

This SUBSIDIARY PATENT AND TRADEMARK SECURITY AGREEMENT SUPPLEMENT, dated as of September 30, 1999 is delivered pursuant to sections 6(d) and 6(e) of that certain Subsidiary Patent and Trademark Security Agreement (U.S.) dated as of February 12, 1998 (as it may be from time to time amended, modified or supplemented, the "**Security Agreement**"), by and among the Grantors named therein and Canadian Imperial Bank of Commerce, as Secured Party. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Security Agreement.

Subject to the terms and conditions of the Security Agreement, the undersigned Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the Collateral listed on Supplemental Schedule II attached hereto, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located. All such Collateral shall be deemed to be part of the Collateral and hereafter subject to each of the terms and conditions of the Security Agreement.

IN WITNESS WHEREOF, the undersigned Grantor has caused this Supplement to be duly executed and delivered by its duly authorized officer as of September 30, 1999.

**MITEL, INC.**

By:   
Jean Jacques Carrier  
Treasurer

As At September 30, 1999

ISSUED PATENTS

<u>Patent No.</u>	<u>Description</u>	<u>Inventors</u>	<u>Date Issued</u>
5,940,500	Series Equipment with DC Line Hold Transfer	Purits	Aug 17/99

PENDING APPLICATIONS

<u>Application No.</u>	<u>Description</u>	<u>Inventors</u>	<u>Date Filed</u>
09/255,461	Onhook Telecom Power Supply Regulator Mode	Rudolph	Feb 22/99
09/273,178	Virtual Phone Line Access Device	Carpenter et al	Mar 19/99