

10/23/2014

Form PTO-159 (Rev. 03-09-03)
OMB No. 0651-0022 (exp. 03/31/2009)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office103669465
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)MITEL US HOLDINGS, INC.
MITEL NETWORKS CORPORATION
AASTRA USA INC.Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) 1/31/2014

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)Name: Jefferies Finance AS THE COLLATERAL AGENT

Internal Address: _____

Street Address: 520 MADISON AVENUECity: NEW YORKState: NEW YORKCountry: U.S.A. Zip: 10022Additional name(s) & address(es) attached? ☐ Yes ☒ No**4. Application or patent number(s):**☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

D624906

Additional numbers attached? ☐ Yes ☒ No**5. Name and address to whom correspondence concerning document should be mailed:**Name: MICHELLE WHITTINGTON, ESQ.

Internal Address: _____

Street Address: 1146 N. ALMA SCHOOL ROADCity: MESAState: AZ Zip: 85201Phone Number: 480.961.9000 X 21352Fax Number: 480.961.8073Email Address: michelle.whittington@mitel.com**6. Total number of applications and patents involved: 1****7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00**

- ☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment InformationDeposit Account Number 502721
 10/23/2014 KNGUYEN1 00000001 502721 D624906
 Authorized User Name MICHELLE WHITTINGTON
 01 FC:0021 40.00 DA
9. Signature:

Signature

16 October 2014
DateMICHELLE WHITTINGTON
Name of Person SigningTotal number of pages including cover sheet, attachments, and documents: 8
 Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT
REEL: 034045 FRAME: 0576

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of January 31, 2014 (this "Agreement"), is made by the undersigned, (each a "Grantor" and collectively, the "Grantors"), in favor of **JEFFERIES FINANCE LLC**, as the collateral agent (together with its successor(s) thereto in such capacity, the "Collateral Agent") for each of the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of January 31, 2014 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Mitel Networks Corporation, a company organized under the laws of Canada (the "Canadian Borrower"), Mitel US Holdings, Inc., a Delaware corporation (the "U.S. Borrower") (individually, the Canadian Borrower and the U.S. Borrower are referenced as "Borrower" and collectively, the "Borrowers"), the various financial institutions and other Persons from time to time parties thereto which extend Commitments to make Credit Extensions to the Borrowers (the "Lenders") and Jefferies Finance LLC, as the Administrative Agent and the Collateral Agent, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered a U.S. Pledge and Security Agreement, dated as of January 31, 2014 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantors are required to execute and deliver this Agreement and to grant to the Collateral Agent for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Patent Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. Each Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, and hereby grants to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all

of the following property, whether now or hereafter existing or acquired by each Grantor (the "Patent Collateral"):

(a) all of its letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing and each patent and patent application referred to in Item A of Schedule I attached hereto;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (a);

(c) all of its patent licenses, and other agreements providing the Grantor with the right to use any items of the type referred to in clauses (a) and (b) above, including each patent license referred to in Item B of Schedule I attached hereto, with the exception of those licenses or other agreements that the grant of the security interest therein would (A) constitute a violation of a valid and enforceable restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained, or (B) give any other party to such license or other agreement the right to terminate its obligations thereunder; *provided*, that the foregoing exclusions in this clause (c) shall in no way be construed to apply to the extent that the condition is unenforceable under Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable governmental law; *provided, further*, that such security interest shall attach immediately and automatically without further action when the condition shall be remedied and, to the extent severable, shall attach immediately to any portion of such assets or rights that does not result in any of the consequences specified in (A) or (B); and

(d) all Proceeds of, and rights associated with, the foregoing (including license royalties and Proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of the Collateral Agent in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms. Each Grantor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Patent Security Agreement.

SECTION 4. Release of Liens. Upon (i) the Disposition of Patent Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Patent Collateral (in the case of clause (i)) or (B) all Patent Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Collateral Agent will, at each Grantor's sole expense,

deliver to each Grantor, without any representations, warranties or recourse of any kind whatsoever, all Patent Collateral held by the Collateral Agent hereunder, and execute and deliver to each Grantor such documents as each Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article XII thereof.

SECTION 7. Governing Law. THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING FOR SUCH PURPOSE SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

SECTION 8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile (or other electronic) transmission shall be effective as a delivery of a manually executed counterpart of this Agreement.

* * * *


IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

MITEL US HOLDINGS, INC.

By: _____

Name:

Title:


Gregory J. Hiscock

Director

[Signature Page to U.S. Patent Security Agreement]

MITEL NETWORKS CORPORATION

By: _____

Name:

Title:


Gregory J. Hiscock
Secretary

[Signature Page to U.S. Patent Security Agreement]

AASTRA USA INC.

By: Anthony Shen
Name: Anthony R Shen
Title:

[Signature Page to U.S. Patent Security Agreement]

FILE NUMBER	TITLE	CO.	GRANT DATE	PATENT NUMBER	PATENT OWNER	NOTES
579 US	High precision beamformer based on fixed beamforming approach beamforming	US	7-Sep-10	7700049.0	MNC	
669 US	Communication Adapter for Endpoint and Thin Client	US	5-Oct-10	D625906	MNC	D62498
622 US	IMPROVED METHOD AND APPARATUS FOR DETECTING ECHO PATH CHANGES IN AN ACOUSTIC ECHO CANCELLER	US	12-Oct-10	7817797.0	MNC	
594 US	A METHOD TO REDUCE TRAINING TIME OF AN ACOUSTIC ECHO CANCELLER IN A FULL-DUPLEX BEAMFORMING-BASED AUDIO CONFERENCING SYSTEM	US	9-Nov-10	7831036.0	MNC	
575 US	MICROPHONE ARRAY WITH PHYSICAL BEAMFORMING USING OMNIDIRECTIONAL MICROPHONES	US	23-Nov-10	7840013.0	MNC	
783 US	SYSTEM FOR DYNAMIC ASSIGNMENT OF MOBILE SUBSCRIBER IDENTITIES & METHODS THEREOF	US	20-Aug-13	8515488.0	MNC	
637 US	METHOD FOR ROUTING USER INPUTS BETWEEN APPLICATIONS	US	12-Apr-11	7925734.0	MNC	
653 US	System and Method for Associating Communication Devices	US	3-May-11	7937479.0	MNC	
595 US	Communication Handoff Between Telephone Devices	US	7-Jun-11	7957518.0	MNC	
714 US	DIGITAL TELEPHONY DISTRESS SOUND DETECTION	US	26-Nov-13	8593274.0	MNC	
715 US	MOBILE PHONE WALKAWAY PREVENTION	US	10-Dec-13	8606235.0	MNC	
716 US	WIRELESS EXENTIONS FOR A CONFERENCE UNIT AND METHODS THEREOF	US	17-Sep-13	8538396.0	MNC	
750 US	COMMUNICATIONS APPLIANCE	US	17-Dec-13	D695726	MNC	
758 US	SYSTEM GRANTING ACCESS TO APPLICATION DATA & METHODS THEREOF	US	17-Sep-13	8537994.0	MNC	
760 US	COLLABORATION & CONFERENCE APPLIANCE	US	20-Aug-13	D688225	MNC	
769 US	INTELLIGENT CALLING PATTERN RECOGNITION & ADAPTIVE USER DIALING INTERFACES	US	22-Oct-13	8565398.0	MNC	
770 US	ADJUSTING AN AUDIO NOTIFICATION MODE OF A MOBILE COMPUTING DEVICE	US	26-Nov-13	8594741.0	MNC	
654 US	METHOD, SYSTEM & APPARATUS FOR REQUESTING CONFIRMATION OF A COMMUCATION HANDLING RULE CHANGE	US	10-Dec-13	8605879.0	MNC	
680 US	DEVICE & METHOD FOR PREVENTING ION BUILDUP IN LCD	US	3-Sep-13	8526584.0	MNC	
681 US	SYSTEM & Method for Management of uncertain information thereof	US	1-Oct-13	8547223.0	MNC	
693 US	SYSTEM & METHOD FOR CREATION & MANAGEMENT OF LOCATION INFORMATION	US	19-Nov-13	8588752.0	MNC	
707 US	WORLD CLOCK ENABLING TIME ZONE SENSITIVE APPLICATIONS	US	14-Jan-14	8630392.0	MNC	
640 US	METHOD AND APPARATUS FOR MAINTAINING A VISUAL APPEARANCE OF AT LEAST ONE WINDO WHEN A RESOLUTION OF THE SCREEN CHANGES	US	14-Jun-11	7961202.0	MNC	
551 US	Internet appliance proxy protocol to support location-based services	US	21-Jun-11	7966423.0	MNC	
606 US	Adaptive coupling equalization in beamforming-based communication systems	US	28-Jun-11	7970123.0	MNC	
646 US	Distributed Network Management	US	28-Jun-11	7969872.0	MNC	
659 US	Method, Apparatus and System for Modulating an Application Based on Proximity	US	28-Jun-11	7970911.0	MNC	
667 US	Communication Endpoint (5302)	US	28-Jun-11	D640664	MNC	
668 US	Communication Endpoint (5304)	US	28-Jun-11	D640665	MNC	
605 US	Anti-howling structure	US	2-Aug-11	7991146.0	MNC	
638 US	CENTRALIZED POLLING SERVICE	US	23-Aug-11	8006005.0	MNC	
658 US	Method, System and Apparatus for Locating a Mobile Communications Device	US	20-Sep-11	8023965.0	MNC	
620 US	Method and apparatus for automatically adjusting reminder volume on a mobile communication device	US	18-Oct-11	8041055.0	MNC	
604.01 US	METHOD AND SYSTEM FOR GENERATING PROSPECTIVE ABILITY DATA	US	15-Nov-11	8060459.0	MNC	
621 US	Role Based Programmable Telephone Keys	US	15-Nov-11	8059810.0	MNC	
543.01 US	ARCHITECTURE AND IMPLEMENTATION FOR CONTROL OF CONTEXT AWARE CALL PROCESSING WITH LOCAL FEATURE DEFINITION	US	22-Nov-11	8064585.0	MNC	