

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3373126

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
MITEL NETWORKS CORPORATION		04/29/2015
RECEIVING PARTY DATA		
Name:	BANK OF AMERICA, N.A.(ACTING THROUGH ITS CANADA BRANCH), AS CANADIAN COLLATERAL AGENT	
Street Address:	181 BAY STREET, SUITE 400	
City:	TORONTO	
State/Country:	CANADA	
Postal Code:	M5J 2V8	
PROPERTY NUMBERS Total: 461		
Property Type	Number	
Patent Number:	5386459	
Patent Number:	5423065	
Patent Number:	5425092	
Patent Number:	5436964	
Patent Number:	5454032	
Patent Number:	5471528	
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Patent Number:	5586169	
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PATENT

Property Type	Number
Patent Number:	5612990
Patent Number:	5625682
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Property Type	Number
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Patent Number:	6018571
Patent Number:	D421264
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Application Number:	14154374
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Application Number:	13156220
Application Number:	13358236
Application Number:	13707303
Application Number:	13756065
Application Number:	14143511
Application Number:	14143409
Application Number:	14143319

CORRESPONDENCE DATA

Fax Number: (480)422-9701

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: 4809619000 X 21352

Email: michelle.whittington@mitel.com

Correspondent Name: MITEL - MICHELLE WHITTINGTON

Address Line 1: 1146 N ALMA SCHOOL ROAD

Address Line 4: MESA, ARIZONA 85201

NAME OF SUBMITTER:	MICHELLE WHITTINGTON
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SIGNATURE:	/michelle whittington/
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DATE SIGNED:	05/28/2015
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Total Attachments: 13

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of April 29, 2015 (this "Agreement"), is made by **MITEL NETWORKS CORPORATION**, a corporation incorporated under the laws of Canada (the "Grantor"), in favour of **BANK OF AMERICA, N.A.** (acting through its Canada Branch), as Canadian 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 April 29, 2015 (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, Mitel US Holdings, Inc., a Delaware corporation, 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"), Bank of America, N.A., as the Administrative Agent and the Collateral Agent, and Bank of America, N.A. (acting through its Canada Branch), as the Canadian Administrative Agent and the Canadian 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 Grantor has executed and delivered a Canadian Pledge and Security Agreement, dated as of April 29, 2015 (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 Grantor is 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 of its Obligations; and

WHEREAS, the Grantor has 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 Grantor agrees, 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. The 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 the Grantor (the "Patent Collateral");

(a) all of its letters patent and applications for letters patent and industrial designs and applications for industrial designs throughout the world, including all patent applications and industrial design applications in preparation for filing and each patent and patent application and industrial design and industrial design 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 favour of a third party (other than an Obligor) 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 (other than an Obligor) the right to terminate its obligations thereunder; *provided*, that the foregoing exclusions in the preceding clauses (A) and (B) shall in no way be construed to apply to the extent that the condition is unenforceable under the PPSA 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 the preceding clauses (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 Grantor for the purpose of registering the security interest of the Collateral Agent in the Patent Collateral with the Canadian Intellectual Property 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.

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 the Grantor's sole expense,

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

SECTION 5. Acknowledgment. The 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 governed by, and interpreted and enforced in accordance with the laws in force in the Province of Ontario and the laws of Canada applicable therein.

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.

* * * * *

TOR01: 5917858: v1

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 NETWORKS CORPORATION

By: 

Name:

Title:

Gregory J. Hiscock
General Counsel and
Corporate Secretary

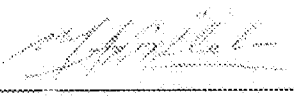
[Signature Page to Project Roadster Canadian Patent Security Agreement]

BANK OF AMERICA, N.A.
(ACTING THROUGH ITS CANADA
BRANCH),
as Canadian Collateral Agent

By: _____

Name: _____

Title: _____


CHRISTINA SALES DE ANDRADE
VICE PRESIDENT

[Signature Page to Project Roadster Canadian Patent Security Agreement]

4	Application or patent number(s)	
	A. Patent Application No.(s)	B. Patent No.(s)
	11/674,771	5386459
	11/680,853	5423065
	11/890,887	5425092
	12/002,167	5436964
	14/458,226	5454032
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	12/381,362	5491746
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