

03-07-2001



101628763

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

34101

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Change of Name
- Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership Corporation Association

- Corporation Association

Other

- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

RECEIVED
MAR - 7 2001
ASSIGNMENT DIVISION
K2K 3H4

03/07/2001 6TON11 00000136 74728379

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 2800.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Martin P. Michael

March 6, 2001

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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Trademark Application Number(s) or Registration Number(s)

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**SCHEDULE A
TO
TRADEMARK RELEASE**

United States Trademarks #'s:

A. Trademark Application No.

07/450,608
74/728,379
75/268,638
75/302,822
75/197,586
2,166,551
98-04501
75/209,094
75/099,892
75,062,303
75/099,895
75/020,350
74/701,286
74/728,379
75/269,638
74/701,287
75/269,637
75/302,822
75/197,586
75/301,512
75/197,585
75/167,720
74/450,608
74/728,379
75/269,638
75/302,822
75/197/586
75/557,701
75/629,422
75/747,853
75/935,638
75/864,842
75/864,841
75/864,840
75/864,839

B. Trademark Registration No.

1,558,854	1,813,464
1,290,820	1,373,481
1,317,758	1,558,854
1,536,169	1,290,820
2,098,591	1,317,758
2,064,468	1,323,042
806,107	1,536,169
2,037,970	1,607,196
1,593,870	2,098,591
1,891,977	2,064,468
1,968,824	1,558,854
1,652,180	1,290,820
1,683,603	1,317,758
1,701,210	1,536,169
1,698,861	2,098,591
1,622,129	2,064,468
1,923,351	2,173,426
1,902,404	2,173,308
1,098,607	2,208,010
1,949,826	2,098,536
1,944,813	1241105
1,904,370	1297441
1,911,785	2,219,371
1,091,325	2,310,702
1,867,470	2,320,382
1,944,812	2,248,455
1,947,798	
1,961,215	
1,949,827	
1,109,181	
1,451,842	
1,454,019	
1,151,566	
2,048,026	
1,472,054	
1,657,195	
1,372,230	
1,360,307	
1,166,333	
1,213,023	
1,150,303	
1,307,784	
1,568,003	
1,866,770	
2,098,536	
1,305,747	
1,893,797	
1,885,723	
1,904,650	
1,885,719	
1,415,617	
1,377,915	

RELEASE OF TRADEMARKS

This Release of Trademarks (this "**Release**") is dated as of February 16, 2001 and is entered into by Canadian Imperial Bank of Commerce, as administrative agent for and representative of (in such capacity herein called "**Secured Party**") the Lenders (as hereinafter defined) and any Lender Counterparties (as hereinafter defined) for the benefit of Mitel Corporation, a corporation organized under the laws of Canada ("**Mitel**" and any other Loan Parties) regarding the Released Trademarks (as hereinafter defined). Reference is also made to those security deeds recorded with the United States Patent and Trademark Office ("**PTO**") described in schedule B (as amended, supplemented or otherwise modified from time to time, each a "**Security Deed**" and collectively the "**Security Deeds**"). Further reference is made to that certain Credit Agreement dated as of February 12, 1998 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**") by and among Mitel, the financial institutions party thereto from time to time (the "**Lenders**"), Goldman Sachs Credit Partners, L.P. as advisor, arranger and syndication agent and Canadian Imperial Bank of Commerce, as administrative agent. Capitalized terms used herein and not otherwise defined are used herein as defined in the Credit Agreement.

Pursuant to Section 9.6 of the Credit Agreement, Secured Party hereby acknowledges to Mitel and each other Loan Party party to a Security Deed, that Secured Party has released and discharged all of its right, title or interest of any kind or nature granted, assigned or conveyed pursuant to the Security Deeds in the Released Trademarks (as defined below).

As used in this Release the following terms have the following meanings:


"**Released Trademarks**" means the trademarks listed on Schedule A annexed hereto.

This Release shall be limited precisely as written and relates and applies solely to the Released Trademarks and the associated interests specifically described in clause (a) above.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Secured Party has caused this Release to be duly executed and delivered by its duly authorized officer as of the date first above written.

**CANADIAN IMPERIAL BANK OF
COMMERCE**

By:  _____

Name: **David G. White**
Title: **Managing Director**



Jennifer Lawrence
Director

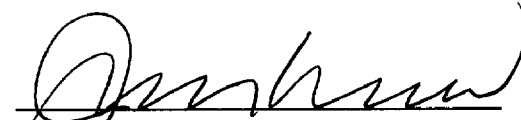
Province of Ontario, Canada)

City of Toronto)

r David White On February 13, 2001 before me, personally appeared
Jennifer Lawrence, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand this 13th day of February, 2001.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at my office in the City of Toronto on the day in this certificate first above written.



Notary Public in and for the
Province of Ontario

My Commission Does Not Expire

**SCHEDULE B
TO
TRADEMARK RELEASE**

Security Deed of Accession dated as of March 31, 2000 and recorded with the United States Patent and Trademark Office (“PTO”) on June 20, 2000 in the trademark records at Reel 002100, Frame 0833, by and between Secured Party and Mitel Corporation;

Security Deed of Accession dated as of September 30, 1999 and recorded with the United States Patent and Trademark Office (“PTO”) on January 21, 2000 in the trademark records at Reel 002020, Frame 0945, by and between Secured Party and Mitel Corporation;

Security Deed of Accession dated as of February 12, 1998 and recorded with the United States Patent and Trademark Office (“PTO”) on March 31, 1998 in the trademark records at Reel 1712, Frame 0191, by and between Secured Party and Mitel Corporation;

Security Deed of Accession dated as of June 30, 1998 and recorded with the United States Patent and Trademark Office (“PTO”) on November 19, 1998 in the trademark records at Reel 1819, Frame 0539, by and between Secured Party and Mitel Corporation;

Security Deed of Accession dated as of December 31, 1998 and recorded with the United States Patent and Trademark Office (“PTO”) on April 12, 1999 in the trademark records at Reel 1888, Frame 0698, by and between Secured Party and Mitel Corporation;

Security Deed of Accession dated as of February 12, 1998 and recorded with the United States Patent and Trademark Office (“PTO”) on June 24, 1999 in the trademark records at Reel 001919, Frame 0382, by and between Secured Party and Mitel Telecom Limited Corporation;

Security Deed of Accession dated as of February 12, 1998 and recorded with the United States Patent and Trademark Office (“PTO”) on June 24, 1999 in the trademark records at Reel 001919, Frame 0306, by and between Secured Party and Mitel Semiconductor, Limited;

Security Deed of Accession dated as of March 31, 1999 and recorded with the United States Patent and Trademark Office (“PTO”) on June 9, 1999 in the trademark records at Reel 001911, Frame 0220, by and between Secured Party and Mitel Corporation;

Security Deed of Accession dated as of September 30, 1998 and recorded with the United States Patent and Trademark Office (“PTO”) on April 12, 1999 in the trademark records at Reel 1888, Frame 0769, by and between Secured Party and Mitel Corporation.