

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342750

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MITEL US HOLDINGS, INC.		04/29/2015	CORPORATION: DELAWARE
MITEL NETWORKS, INC.		04/29/2015	CORPORATION: DELAWARE
ULTICOM, INC.		04/29/2015	CORPORATION: NEW JERSEY
MAVENIR SYSTEMS, INC.		04/29/2015	CORPORATION: DELAWARE
MITEL BUSINESS SYSTEMS, INC.		04/29/2015	CORPORATION: ARIZONA
MITEL COMMUNICATIONS, INC.		04/29/2015	CORPORATION: DELAWARE
MITEL (DELAWARE), INC.		04/29/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A., AS COLLATERAL AGENT
Street Address:	100 NORTH TRYON STREET
Internal Address:	SUITE 170
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2959451	EDGE
Registration Number:	1480499	ENCORE
Registration Number:	1401975	ISOETEC
Registration Number:	2175073	MEDLEY
Registration Number:	3917042	MX-ONE
Registration Number:	2686328	NETSOLUTIONS
Registration Number:	3058713	OAISYS
Registration Number:	3465847	T
Registration Number:	2526105	TALK TO AGENT
Registration Number:	3441428	TALKUMENT

CH \$490.00 2959451

Property Type	Number	Word Mark
Registration Number:	3416393	THE LEADER IN VOICE DOCUMENTATION
Registration Number:	2240162	THE VOICE OF THE INTERNET
Registration Number:	2343548	TOTALEASE
Registration Number:	3157823	TOTALSOLUTION
Registration Number:	2762534	UNIFIED COMMUNICATOR
Registration Number:	3648937	MAVENIR SYSTEMS
Registration Number:	3986497	MONE
Registration Number:	2231206	SIGNALWARE
Registration Number:	2550474	ULTICOM

CORRESPONDENCE DATA

Fax Number: 4804229701

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

Email: MICHELLE.WHITTINGTON@MITEL.COM

Correspondent Name: MICHELLE WHITTINGTON C/O MITEL

Address Line 1: 1146 N ALMA SCHOOL ROAD

Address Line 4: MESA, ARIZONA 85201

NAME OF SUBMITTER: MICHELLE WHITTINGTON

SIGNATURE: /MICHELLEWHITTINGTON/

DATE SIGNED: 05/28/2015

Total Attachments: 15

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 29, 2015 (this “Agreement”), is made by **MITEL US HOLDINGS, INC.**, a Delaware corporation, **MITEL NETWORKS, INC.**, a Delaware corporation, **ULTICOM, INC.**, a New Jersey corporation, **MAVENIR SYSTEMS, INC.**, a Delaware corporation, **MITEL BUSINESS SYSTEMS, INC.**, an Arizona corporation, **MITEL COMMUNICATIONS INC.**, a Delaware corporation, and **MITEL (DELAWARE), INC.**, a Delaware corporation (each, a “Grantor,” and collectively, the “Grantors”), in favor of **BANK OF AMERICA, N.A.**, as the collateral agent (together with its successor(s) thereto in such capacity, the “Collateral Agent”) for each of the Secured Parties.

W I T N E S S E T H :

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 (the “Parent”), Mitel US Holdings, Inc., a Delaware corporation (“Holdings”), 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, each Grantor has executed and delivered a U.S. 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, each 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 Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, each 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, each 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. 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 such Grantor (the "Trademark Collateral"):

(a) (i) all of its Trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark"), with the exception of any intent-to-use trademark applications prior to the filing of a "statement of use" with respect thereto, to the extent and for so long as creation by such Grantor of a security interest therein would result in the abandonment, invalidation or unenforceability thereof; *provided*, that such security interest shall attach immediately and automatically without further action when such prohibition is repealed, rescinded or otherwise ceases to be effective;

(b) all Trademark licenses for the grant by or to each Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I 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 (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 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 the preceding clauses (A) or (B);

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all Proceeds of, and rights associated with, the foregoing, including any claim by each Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of the Collateral Agent in the Trademark 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 Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark 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 Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Collateral Agent will, at the appropriate Grantor's sole expense, without any representations, warranties or recourse of any kind whatsoever, (x) deliver to such Grantor all Trademark Collateral held by the Collateral Agent hereunder and subject to such release, and (y) execute and deliver to such Grantor such documents as such 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 Trademark 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 AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE 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 Authorized Officer as of the date first above written.

MITEL US HOLDINGS, INC.

By: 
Name: Gregory J. Mascock
Title: Director

[Signature Page to Project Roadster U.S. Trademark Security Agreement]

TRADEMARK
REEL: 005525 FRAME: 0090

MITEL (DELAWARE), INC.

By: 

Name:

Title:

Gregory J. Hiscock
Secretary

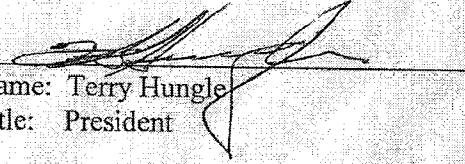
[Signature Page to Project Roadster U.S. Trademark Security Agreement]

TRADEMARK
REEL: 005525 FRAME: 0091

ULTICOM, INC.

By: _____

Name: Terry Hungle
Title: President

A handwritten signature in black ink, appearing to read "Terry Hungle", is written over a horizontal line. The signature is stylized and extends slightly above and below the line.

MITEL NETWORKS, INC.

By: 

Name:

Title:

Gregory J. Hiscock
Secretary

After giving effect to the Acquisition:

MAVENIR SYSTEMS, INC. (successor to
Roadster Subsidiary Corporation)

By: 

Name: Terry Hungle

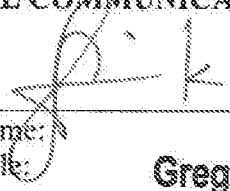
Title: President

MITEL COMMUNICATIONS INC.

By: _____

Name: _____

Title: _____



Gregory J. Hiscock
Secretary

MITEL BUSINESS SYSTEMS, INC.

By: _____

Name:

Title:

Gregory J. Hiscock
Secretary

[Signature Page to Project Roadster U.S. Trademark Security Agreement]

TRADEMARK
REEL: 005525 FRAME: 0096

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: _____
Title: **Angela Larkin**
Assistant Vice President

[Signature Page to Project Roadster U.S. Trademark Security Agreement]

SCHEDULE I
to Trademark Security Agreement

Item A. Trade Marks

List of US Marks

7 MAY 2015

<u>Name of Mark</u>	<u>Reg/Ser No.</u>	<u>Owner</u>	<u>Country</u>
EDGE	2959451	Mitel (Delaware), Inc.	USA
ENCORE	1480499	Mitel (Delaware), Inc.	USA
ISOETEC	1401975	Mitel (Delaware), Inc.	USA
MEDLEY	2175073	Mitel (Delaware), Inc.	USA
MX-ONE	3917042	Aastra USA Inc. (nka Mitel Communications Inc.)	USA
NETSOLUTIONS	2686328	Mitel (Delaware), Inc.	USA
OAISYS (LOGO)	3058713	Mitel Telephony Solutions, Inc. (nka Mitel Networks, Inc.)	USA
STYLIZED "T"	3465847	Mitel Telephony Solutions, Inc. (nka Mitel Networks, Inc.)	USA
TALK TO AGENT	2526105	Mitel (Delaware), Inc.	USA
TALKUMENT	3441428	Mitel Telephony Solutions, Inc. (nka Mitel Networks, Inc.)	USA
THE LEADER IN VOICE DOCUMENTATION	3416393	Mitel Telephony Solutions, Inc. (nka Mitel Networks, Inc.)	USA
THE VOICE OF THE INTERNET	2240162	Mitel (Delaware), Inc.	USA
TOTALEASE	2343548	Mitel (Delaware), Inc.	USA
TOTALSOLUTION	3157823	Mitel (Delaware), Inc.	USA
UNIFIED COMMUNICATOR	2762534	Mitel (Delaware), Inc.	USA
MAVENIR SYSTEMS	3,648,937	Mavenir Systems, Inc.	USA
mOne	3,986,497	Mavenir Systems, Inc.	USA
SIGNALWARE	2,231,206	Ulticom, Inc	USA
ULTICOM	2,550,474	Ulticom, Inc	USA

List of Canadian Trademarks

4 MAY 2015

Trade-mark **Country** **APP/REG NO** **OWNER**

ENCORE	Canada	382443	Executone Inter-Tel Business Information Systems, Inc. (nka Mitel Business Systems, Inc.)
EQUITY	Canada	379042	Executone Inter-Tel Business Information Systems, Inc. (nka Mitel Business Systems, Inc.)
INTER-TEL	Canada	347483	Inter-tel (Delaware), Incorporated (nka Mitel (Delaware), Inc.)
INTER-TEL	Canada	420116	Inter-tel (Delaware), Incorporated (nka Mitel (Delaware), Inc.)
INTER-TEL (LOGO)	Canada	617880	Inter-tel (Delaware), Incorporated (nka Mitel (Delaware), Inc.)
ISOETEC	Canada	617211	Inter-Tel Business Information Systems, Inc. (nka Mitel Business Systems, Inc.)