

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419129

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MITEL NETWORKS, INC.		03/09/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIZENS BANK, N.A.		
Street Address:	28 STATE STREET		
Internal Address:	MS1515		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3058713	OAISYS	
Registration Number:	3465847	T	
Registration Number:	3441428	TALKUMENT	
Registration Number:	3416393	THE LEADER IN VOICE DOCUMENTATION	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<i>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.</i>			
Phone:	704 503 2600		
Email:	vbantug@kslaw.com		
Correspondent Name:	King & Spalding		
Address Line 1:	100 N Tryon Street		
Address Line 2:	Suite 3900		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Vicky R. Bantug		
SIGNATURE:	/Vicky R. Bantug/		
DATE SIGNED:	03/09/2017		
Total Attachments: 6			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 9, 2017 (this "Agreement"), is made by MITEL NETWORKS, INC., a Delaware Corporation (the "Grantor"), in favor of **CITIZENS BANK, N.A.**, as the Administrative Agent (together with its successor(s) thereto in such capacity, the "Administrative 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 March 9, 2017 (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 Extensions of Credit to the Borrowers (the "Lenders"), and Citizens Bank, N.A., as the Administrative Agent, the Lenders (including the Swingline Lender) and the Issuing Lender have extended Commitments to make Extensions of Credit to the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a U.S. Pledge and Security Agreement, dated as of March 9, 2017 (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 Administrative 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, 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 Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, and hereby grants to the Administrative 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 "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 any 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 the 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 the 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 the Grantor for the purpose of registering the security interest of the Administrative 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 Administrative 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 Administrative 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 Administrative Agent will, at the Grantor's sole expense, without any representations, warranties or recourse of any kind whatsoever, (x) deliver to the Grantor all Trademark Collateral held by the Administrative 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 Administrative 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 its Authorized Officer as of the date first above written.


MITEL NETWORKS, INC.

By: 
Name: Greg Wysock
Title: Secretary

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

TRADEMARK
REEL: 006007 FRAME: 0369

CITIZENS BANK, N.A.,
as Administrative Agent

By: 
Name: Sean J. Lynch
Title: Managing Director

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

TRADEMARK
REEL: 006007 FRAME: 0370

Item A. Trade Marks

Mark	Reg. No.	Reg. Date
OAISYS (LOGO)	3058713	2/14/2006
STYLIZED "T"	3465847	7/15/2008
TALKUMENT	3441428	6/3/2008
THE LEADER IN VOICE DOCUMENTATION	3416393	4/22/2008

Item B. Trademark Licenses

None.