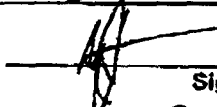


09-13-2005

MRD 6/22/05



Form PTO-1595 (rev 06/04)		103001549 PATENTS ONLY		U. S. Department of Commerce Patent and Trademark Office	
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)/Execution Date(s): Global Tel*Link Corporation 2609 Cameron Street Mobile, Alabama 36607 Execution Date(s) <u>June 2, 2005</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and Address of receiving party(ies) Name: <u>Credit Suisse, Cayman Islands Branch</u> Internal Address: _____ Street Address: <u>Eleven Madison Avenue</u> City: <u>New York</u> State: <u>New York</u> Country: <u>USA</u> Zip: <u>10010</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input checked="" type="checkbox"/> Other <u>Second Lien Patent Security Agreement</u>			4. Application number(s) or patent number(s): A. Patent Application No(s). 60527918 60534490 60617944 60163057 10395186 10695968 10754254 09516381 60367472 60422399 60439777 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: M. Oren Epstein, Esq. SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP Four Times Square New York, New York 10036 Tel: (212) 735-2517 Fax: (917) 777-2517 OEpstein@skadden.com			6. Total number of applications and patents involved: 13 7. Total fee (37 CFR 1.21(h) and 3.41) \$520 <input checked="" type="checkbox"/> All fees and any deficiencies (or credits) are authorized to be charged (or credited) to Deposit Account (Our Ref. 217730/01891)		
8. Payment Information Deposit Account No. <u>19-2385</u> Authorized user Name: <u>Phillip H. Bartels</u>			9. Signature.  _____ Signature Oren Epstein _____ Name of Person Signing		
			Date June 22, 2005 _____ Date		
			Total number of pages including cover sheet, and documents: 6		

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement"), dated as of June 2, 2005, is entered into by and between Global Tel*Link Corporation, a Delaware corporation located at 2609 Cameron Street, Mobile, Alabama 36607 (the "Grantor") and Credit Suisse, Cayman Islands Branch, a Swiss bank located at Eleven Madison Avenue, New York, New York 10010 (the "Assignee"), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of June 2, 2005, between the Assignee and the Grantor, amongst others, (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), and pursuant to that certain Credit Agreement, dated as of June 2, 2005, among GTEL Holdings, Inc. ("Holdings"), Global Tel*Link Corporation and certain Lenders and agents party thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor is granting a security interest to the Assignee in certain Collateral, including the Patents set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Grantor hereby grants to Assignee a security interest in all of Grantor's right, title and interest in, to and under the Patents, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations. For the purposes of this Agreement, "Patents" means (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to on Schedule A, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to on Schedule A, and (iii) all rights to obtain any reissues or extensions of the foregoing.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States Patents.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. The rights and remedies of the Assignee with respect to the security interest granted hereby are in addition to those set forth in the Guarantee and Collateral Agreement (which is deemed incorporated by reference herein) and those which are now or hereafter available to the Assignee as a matter of law or equity. The exercise by the Assignee of any one or more of the rights, powers or privileges provided for in this Agreement, in the Guarantee and Collateral Agreement, or now or hereafter existing at law or in equity shall not

preclude any other or further exercise by any person, including the Assignee, of any or all other rights, powers or privileges. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. Notwithstanding the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement in the name of and on behalf of Grantor without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Patent owned or subsequently acquired by Grantor. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Patent to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

5. Intercreditor Agreement

REFERENCE IS MADE TO THE INTERCREDITOR AGREEMENT DATED AS OF JUNE 2, 2005 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG HOLDINGS, GRANTOR, CREDIT SUISSE, CAYMAN ISLANDS BRANCH, AS FIRST LIEN ADMINISTRATIVE AGENT (AS DEFINED THEREIN), AND CREDIT SUISSE, CAYMAN ISLANDS BRANCH, AS SECOND LIEN ADMINISTRATIVE AGENT (AS DEFINED THEREIN). NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE ADMINISTRATIVE AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

GLOBAL TEL*LINK CORPORATION

By: [Signature]
Name: Brent D. Bradley
Title: VP & Asst Secretary

STATE OF) California
) SS.
COUNTY OF) Los Angeles

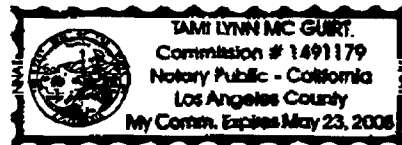
I, a notary public, in and for the county and state aforesaid, do hereby certify that Brent D. Bradley personally known to me to be the VP & Asst Secretary of Global Tel*Link Corporation, appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him/her by the board of directors of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 15th day of June, 2005.

[Signature]

Notary Public

My commission expires: May 23, 2005



[Second Lien Patent Security Agreement]

397527


08/24/2005 11:25
06/22/2005 14:46

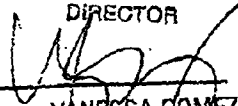
SKADDEN ARPS → 917033087124#217730

NO.629 0007
NO.617 0006

ASSIGNEE:

**CREDIT SUISSE,
CAYMAN ISLANDS BRANCH,
as Administrative Agent**

By: 
Name: ROBERT HETU
Title: DIRECTOR

By: 
Name: VANESSA GOMEZ
Title: VICE PRESIDENT

[Second Lien Patent Security Agreement]

397527

06/22/2005 14:46

Schedule A to PATENT SECURITY AGREEMENT

Grantor	Type	Title	Serial Number	Filing Date	Patent Number	Issue Date
Borrower	Patent	Telephone Apparatus with Recording of Phone Conversations on Massive Storage	08/587,084	01/16/1996	6,052,454	04/18/2000
Borrower	Patent	Telephone Apparatus with Recording of Phone Conversations on Massive Storage	09/149,146	09/08/1998	6,072,860	06/06/2000
Borrower	Patent Application	Three-way Call Detect System	60/163,057	11/02/1999		
Borrower	Patent Application	Telephone System	09/516,381	02/26/2000		
Borrower	Patent Application	Electronic Call Processing	60/367,472	03/22/2002		
Borrower	Patent Application	Fingerprint Phones	60/422,399	10/29/2002		
Borrower	Patent Application	Computer Interface System	60/439,777	01/11/2003		
Borrower	Patent Application	Telephone Port Allocation Method	10/395,186	03/21/2003		
Borrower	Patent Application	Method for Transferring and Separating Telephone Call Data	10/695,968	10/29/2003		
Borrower	Patent Application	Centralized Voice Over IP Recording and Retrieval method and Apparatus	60/527,918	12/08/2003		
Borrower	Patent Application	Bandwidth Efficiency Central Data Center VoIP	60/534,490	01/06/2004		
Borrower	Patent Application	Computer Interface System	10/754,254	01/09/2004		
Borrower	Patent Application	Comparative Tone Return Time Three-way Call Detect	60/617,944	10/12/2004		

SF/21617806.1