

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
EFFECTIVE DATE:	02/14/2007
CONVEYING PARTY DATA	
Name	Execution Date
Global Tel*Link Coporation	02/14/2007
RECEIVING PARTY DATA	
Name:	Credit Suisse
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
PROPERTY NUMBERS Total: 13	
Property Type	Number
Patent Number:	6052454
Patent Number:	6072860
Patent Number:	7092494
Application Number:	10395186
Application Number:	10659968
Patent Number:	7102509
Application Number:	11515532
Application Number:	11030008
Application Number:	11005816
Application Number:	60527918
Application Number:	60534490
Application Number:	60617952
Application Number:	11504959

CH \$520.00 6052454

CORRESPONDENCE DATA

Fax Number: (212)735-2000

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Correspondent Name: Oren M. Epstein

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ATTORNEY DOCKET NUMBER:

217730/1891

NAME OF SUBMITTER:

Oren M. Epstein

Total Attachments: 5

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement"), dated as of February 14, 2007, 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 February 14, 2007, among the Assignee, the Grantor and the other parties thereto (as amended, restated, 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 February 14, 2007, among GTEL Holdings, Inc., Global Tel*Link Corporation and certain Lenders and agents party thereto (as amended, restated, 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.

[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: **Vice President**

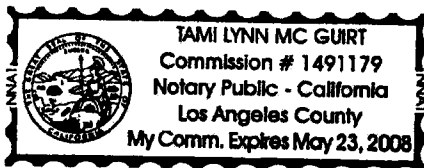
STATE OF California)
) SS.
COUNTY OF Los Angeles)

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 Vice President 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 ^{8th} day of Feb, 2007.

[Signature]
Notary Public

My commission expires: May 23, 2008



ASSIGNEE:

CREDIT SUISSE, CAYMAN ISLANDS BRANCH,
as Administrative Agent

By: _____
Name:
Title:

[Patent Security Agreement]

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: _____

Name: _____

Title: _____

STATE OF _____)

) SS. _____

COUNTY OF _____)

I a notary public, in and for the county and state aforesaid, do hereby certify that _____ personally known to me to be the _____ 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 day of _____, 2007.

Notary Public

My commission expires: _____

ASSIGNEE:

CREDIT SUISSE, CAYMAN ISLANDS BRANCH,
as Administrative Agent

By: _____

Name: ROBERT HETU
Title: MANAGING DIRECTOR

CASSANDRA DROOGAN
VICE PRESIDENT

Schedule A to PATENT SECURITY AGREEMENT

Jurisdiction	Patent Title	Patent No. [Pub. No.] (App. No.)	Issue Date [Pub. Date] (App. Date)	Record Owner	Status
United States	Telephone apparatus with recording of phone conversations on massive storage	6052454	04/18/2000	Borrower	Issued
United States	Telephone apparatus with recording of phone conversations on massive storage	6072860	06/06/2000	Borrower	Issued
United States	Telephone system	7092494	08/15/2006	Borrower	Issued
United States	Telephone port allocation method	10/395,186	03/21/2003	Borrower	Pending
United States	Method for transferring and separating telephone call data	10/659,968	10/29/2003	Borrower	Pending
United States	Computer interface system for tracking of radio frequency identification tags	7102509	09/05/2006	Borrower	Issued
United States	Computer interface system for tracking of radio frequency identification tags	11/515,532	09/05/2006	Borrower	Pending
United States	Bandwidth efficiency central data center VoIP	11/030,008	01/05/2005	Borrower	Pending
United States	Centralized voice over IP recording and retrieval method and apparatus	11/005,816	12/07/2004	Borrower	Pending
United States	Centralized Voice Over IP Recording and Retrieval Method	60/527,918		Borrower	Pending
United States	Bandwidth Efficiency Central Data Center VoIP	60/534,490		Borrower	Pending
United States	Comparative Tone Return Time Three-Way Call Detect	60/617,952	10/11/2005	Borrower	Pending
United States	Integration of Cellular Phone Detection and Reporting Into A Prison Telephone System	11/504/959	08/16/2006	Borrower	Pending