

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
GoAmerica, Inc.	08/01/2007
RECEIVING PARTY DATA	
Name:	Clearlake Capital Group, L.P.
Street Address:	650 Madison Avenue
Internal Address:	23rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	09503037
PCT Number:	US0104363
PCT Number:	US0104872
Application Number:	10206269
Application Number:	10212862
Application Number:	10700898
CORRESPONDENCE DATA	
Fax Number:	(212)822-5423
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>
Phone:	212-530-5000
Email:	jnici@milbank.com
Correspondent Name:	Milbank, Tweed, Hadley & McCloy LLP
Address Line 1:	One Chase Manhattan Plaza
Address Line 2:	Rm. 4640
Address Line 4:	New York, NEW YORK 10005

CH \$240.00 09503037

ATTORNEY DOCKET NUMBER:

39357-00100

NAME OF SUBMITTER:

Janis Nici

Total Attachments: 6

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PATENT SECURITY AGREEMENT dated as of August 1, 2007 (this "**Agreement**"), among GOAMERICA, INC., a Delaware corporation, those Subsidiary Parties of the Borrower listed on Schedule I (each a "**Grantor**", and collectively, the "**Grantors**") and CLEARLAKE CAPITAL GROUP, LP, as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of August 1, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among GoAmerica, Inc. (the "**Borrower**"), the Subsidiaries of the Borrower from time to time party thereto and the Collateral Agent and (b) the Credit Agreement dated as of August 1, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, the lenders from time to time party thereto (the "**Lenders**") and Clearlake Capital Group, LP, as administrative agent and Collateral Agent.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Patent Collateral**"):

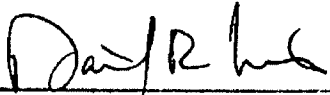
(a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule II (the "**Patents**"), and all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

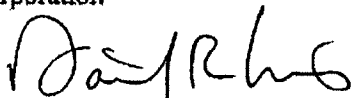
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

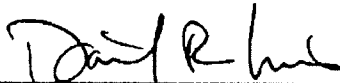
GOAMERICA, INC.,
a Delaware corporation

By: 
Name: Daniel R. Luis
Title: Chief Executive Officer

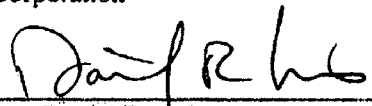
GOAMERICA COMMUNICATIONS
CORP.,
a Delaware corporation

By: 
Name: Daniel R. Luis
Title: President

ACQUISITION 1 CORP.,
a Delaware corporation


By: 
Name: Daniel R. Luis
Title: President

WYND COMMUNICATIONS
CORPORATION.,
a California corporation

By: 
Name: Daniel R. Luis
Title: President

CLEARLAKE CAPITAL GROUP, LP, as
Collateral Agent

By: CCG Operations, LLC
Its: General Partner


Name:
Title:

LA1:#6357092

Patent Security Agreement

PATENT
REEL: 019697 FRAME: 0063

Schedule I

Subsidiary Parties

1. GoAmerica Communications Corp. (Delaware corporation)
2. Wynd communications Corporation (California corporation)
3. Acquisition 1 Corp. (Delaware corporation)

Schedule II

I. Patents

None.

II. Patent Applications

Country	Title	Application Number/Patent Number	Filing Date/Issue Date	Publication Date	Owner
US	Method and System for Transferring Data Over a Wireless Communications Network	09/503,037	2/11/2000	2/11/2000	GOAMERICA, INC.
PCT	Method and System for Transferring Data Over a Wireless Communications Network	PCT/US01/04363	2/9/2001	8/16/2001	GOAMERICA, INC.
EP	Method and System for Transferring Data Over a Wireless Communications Network	01909094.3	2/9/2001	6/1/2005	GOAMERICA, INC.
PCT	Document Creation and Scheduling of Applications' Jobs	PCT/US01/04872	2/16/2001	8/23/2001	GOAMERICA, INC.
US	A Method Of Authenticating A User On A Network	10/206,269	7/26/2002	7/26/2002	GOAMERICA, INC.
US	Method of And System For Enabling Offline Applications	10/212,862	8/5/2002	8/5/2002	GOAMERICA, INC.
US	Internet Document Creation System	10/700,898	11/3/2003	5/13/04	GOAMERICA, INC.

III. Patent Licenses

None.