

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY AGREEMENT
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CONVEYING PARTY DATA	
Name	Execution Date
GoAmerica, Inc.	01/10/2008

RECEIVING PARTY DATA	
Name:	Ableco Finance LLC
Street Address:	c/o Cerberus Capital Management
Internal Address:	299 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10171

PROPERTY NUMBERS Total: 10	
Property Type	Number
Application Number:	09503037
PCT Number:	US0104363
PCT Number:	US0104872
Application Number:	10206269
Application Number:	10212862
Application Number:	10700898
Patent Number:	7142642
Patent Number:	7236574
Application Number:	10979093
Application Number:	11156491

CORRESPONDENCE DATA	
Fax Number:	(212)230-7740
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-318-6556

CH \$400.00 09503037

Email: kathleenmangual@paulhastings.com
Correspondent Name: Kathleen Mangual
Address Line 1: c/o Paul Hastings, LLP
Address Line 2: 75 East 55th Street
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

FIRST LIEN

NAME OF SUBMITTER:

Kathleen Mangual

Total Attachments: 24

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 10, 2008, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of ABLECO FINANCE LLC, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Lenders and the L/C Issuers (each as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of January 10, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among GOAMERICA, INC., a Delaware corporation (the “Borrower”), Churchill Financial LLC as administrative agent (the “Administrative Agent”), the Collateral Agent and the Lenders and the L/C Issuers from time to time party thereto, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of January 10, 2008, in favor of the Collateral Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Intellectual Property Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers, the Administrative Agent and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make or continue to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties and grants to the Collateral Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Intellectual Property Collateral”):

(a) Copyrights.

(i) all of its Copyrights and all IP Licenses providing for the grant by or to such Grantor of any right under any Copyright, including, without limitation, the registered Copyrights listed on Schedule 1A hereto;

(ii) all renewals, reversions and extensions of the foregoing;

(iii) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, other than, in each case, with respect to Excluded Property.

(b) Patents.

(i) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those issued Patents and pending applications listed on Schedule-1B hereto;

(ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(iii) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, other than, in each case, with respect to Excluded Property.

(c) Trademarks.

(i) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those registered Trademarks and applications for registration of Trademarks listed on Schedule 1C hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, other than, in each case, with respect to Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with, and not in addition to or limitation of, the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Intellectual Property Security Agreement and the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property Collateral and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Hands On. Upon the effective time of the Hands On Merger, this Agreement will be duly executed and delivered by Hands On in its capacity as successor to Merger Sub as the surviving corporation (the "Surviving Corporation") of the Hands On Merger upon the effective time of the Hands On Merger, and Hands On will succeed and replace Merger Sub as a party to this Agreement. Each of the Schedules to this Agreement includes all such information required to be set forth on such Schedules with respect to Hands On as the Surviving Corporation after giving effect to the Hands On Merger.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

GOAMERICA, INC., as Grantor

By:

Name:

Title:

HOVRS ACQUISITION CORPORATION, as Grantor

By:

Name:

Title:

GOAMERICA RELAY SERVICES CORP., as Grantor

By:

Name:

Title:

GOAMERICA COMMUNICATIONS CORP., as Grantor

By:

Name:

Title:

WYND COMMUNICATIONS CORPORATION, as Grantor

By:

Name:

Title:

HOTPAPER.COM, INC., as Grantor

By:

Name:

Title:

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

OUTBACK RESOURCE GROUP, INC., as
Grantor

By: *Dan R. Huls*
Name:
Title:

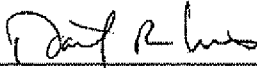
HOSLS ACQUISITION CORPORATION, as
Grantor

By: *Dan R. Huls*
Name:
Title:

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned Grantor, in its capacity as successor to Merger Sub and the Surviving Corporation of the Hands On Merger, has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above at the effective time of the Hands On Merger.

HANDS ON VIDEO RELAY SERVICES INC.,
as Grantor

By: 
Name: Daniel R. Lewis
Title: CEO

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

ABLECO FINANCE LLC
as Collateral Agent

By: _____

Name: *Daniel Wolf*
Title: *President*

Signature Page to Intellectual Property Security Agreement

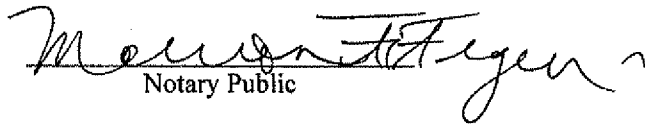
LEGAL_US_E # 77571792

PATENT
REEL: 020339 FRAME: 0681

Acknowledgment of Grantors

STATE OF New Jersey)
COUNTY OF Bergen) ss.

On this 9th day of January, 2008 before me personally appeared Daniel R. Luis, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of each of GOAMERICA, INC., HOVRS ACQUISITION CORPORATION, GOAMERICA RELAY SERVICES CORP., GOAMERICA COMMUNICATIONS CORP., WYND COMMUNICATIONS CORPORATION, HOTPAPER.COM, INC., OUTBACK RESOURCE GROUP, INC. and HOSLS ACQUISITION CORPORATION, who being by me duly sworn did depose and say that he is an authorized officer of each of said corporations, that the said instrument was signed on behalf of each of said corporations as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of each of said corporations.


Notary Public

MARION F. FIGUR
A Notary Public Of New Jersey
My Commission Expires March 26, 2008

[ACKNOWLEDGEMENT OF GRANTORS FOR INTELLECTUAL PROPERTY SECURITY AGREEMENT]

Schedule 1A
to
Intellectual Property Security Agreement

A. REGISTERED COPYRIGHTS

GoAmerica, Inc.

None.

GoAmerica Communications Corp.

None.

GoAmerica Relay Services Corp.

None.

Wynd Communications Corporation

None.

Hands On Video Relay Services, Inc.

Country	Title	Application Number/ Copyright Number	Filing Date/Issue Date	Publication Date	Owner
USA	Signing hands symbol	VA0001315613	7/22/2005	11/2/1002	Cathy West Packard, Hands On Video Relay Services, Inc.

Hotpaper.com, Inc.

None.

OutBack Resource Group, Inc.

None.

HOSLS Acquisition Corporation

None.

HOVRS Acquisition Corporation

None.

B. COPYRIGHT APPLICATIONS

GoAmerica, Inc.

None.

GoAmerica Communications Corp.

None.

GoAmerica Relay Services Corp.

None.

Wynd Communications Corporation

None.

Hands On Video Relay Services, Inc.

None.

Hotpaper.com, Inc.

None.

OutBack Resource Group, Inc.

None.

HOSLS Acquisition Corporation

None.

HOVRS Acquisition Corporation

None.

C. COPYRIGHT IP LICENSES

GoAmerica, Inc.

None.

GoAmerica Communications Corp.

None.

GoAmerica Relay Services Corp.

None.

Wynd Communications Corporation

None.

Hands On Video Relay Services, Inc.

None.

Hotpaper.com, Inc.

None.

OutBack Resource Group, Inc.

None.

HOSLS Acquisition Corporation

None.

HOVRS Acquisition Corporation

None.

Schedule 1B
to
Intellectual Property Security Agreement

A. REGISTERED PATENTS

GoAmerica, Inc.

None.

GoAmerica Communications Corp.

None.

GoAmerica Relay Services Corp.

None.

Wynd Communications Corporation

None.

Hands On Video Relay Services, Inc.

None.

Hotpaper.com, Inc.

None.

OutBack Resource Group, Inc.

None.

HOSLS Acquisition Corporation

None.

HOVRS Acquisition Corporation

None.

B. PATENT APPLICATIONS

GoAmerica, Inc.

Country	Title	Application Number/Patent Number	Filing Date/Issue Date	Publication Date	Owner
U.S.	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	10/700,898	11/3/2003	5/13/04	GoAmerica, Inc.

Country	Title	Application Number/Patent Number	Filing Date/Issue Date	Publication Date	Owner
	Document Creation System				

GoAmerica Communications Corp.

None.

GoAmerica Relay Services Corp.

None.

Wynd Communications Corporation

None.

Hands On Video Relay Services, Inc.

None.

Hotpaper.com, Inc.

None.

OutBack Resource Group, Inc.

None.

HOSLS Acquisition Corporation

None.

HOVRS Acquisition Corporation

None.

C. PATENT IP LICENSES

GoAmerica Relay Services Corp.

Country	Title	Application Number / Patent Number	Filing Date / Issue Date	Publication Date	Owner
US	Systems and Methods for facilitating communications involving hearing-impaired parties	7,142,642	Not owned	Not owned	MCI Communications Services, Inc. (or affiliate)
US	Method and System for Providing Communications Services for Hearing-Impaired Parties	7,236,574	Not owned	Not owned	MCI Communications Services, Inc. (or affiliate)
US	Systems and Methods for Facilitating Communications Involving Hearing-Impaired Parties	10/979,093	Not owned	Not owned	MCI Communications Services, Inc. (or affiliate)
US	Systems and Methods for Facilitating Communications Involving Hearing-Impaired Parties	11/156,491	Not owned	Not owned	MCI Communications Services, Inc. (or affiliate)

Transitional Use Intellectual Property License Agreement, dated as of August 1, 2007, by and among MCI Communications Services, Inc. and GoAmerica Relay Services Corp.

Intellectual Property License Agreement, dated as of even date herewith, by and among MCI Communications Services, Inc. d/b/a Verizon Business Services and GoAmerica Relay Services Corp.

Transitional Use Intellectual Property License Agreement, dated as of August 1, 2007, by and among MCI Communications Services, Inc. and GoAmerica Relay Services Corp.

GoAmerica, Inc.

None.

GoAmerica Communications Corp.

None.

Wynd Communications Corporation

None.

Hands On Video Relay Services, Inc.

None.

Hotpaper.com, Inc.

None.

OutBack Resource Group, Inc.

None.

HOSLS Acquisition Corporation

None.

HOVRS Acquisition Corporation

None.

Schedule 1C
to
Intellectual Property Security Agreement

A. REGISTERED TRADEMARKS

GoAmerica, Inc.

Country	Title	Application Number/Trademark Number	Filing Date/Issue Date	Owner
US	Go.Messenger	Reg. No. 3,024,934	12/31/05	GoAmerica, Inc.
US	Mobile Office & Design	Reg. No. 2,778,949	11/4/03	GoAmerica, Inc.
US	Mobile Office & Design	Reg. No. 2,774,521	10/21/03	GoAmerica, Inc.

GoAmerica Communications Corp.

Country	Title	Application Number/ Trademark Number	Filing Date/Issue Date	Owner
US	I711.com	Reg. No. 3,199,884	1/16/07	GoAmerica Communications Corp.
US	Relay & Beyond	Reg. No. 3,156,554	10/17/06	GoAmerica Communications Corp.
US	I711	Reg. No. 3,115,477	7/11/06	GoAmerica Communications Corp.
US	I711.COM & Design	Reg. No. 3,105,364	7/13/06	GoAmerica Communications Corp.
US	Communications On The Go for People On the Go	Reg. No. 2,714,847	5/13/03	GoAmerica Communications Corp.
US	Total Resource for Wireless Communications	Reg. No. 2,421,120	1/16/01; cancelled 10/20/07	GoAmerica Communications Corp.
US	GoAmerica Wireless E-Mail and Internet To	Reg. No. 2,954,010	5/24/05	GoAmerica Communications Corp.

Country	Title	Application Number/ Trademark Number	Filing Date/Issue Date	Owner
	Go			
US	GoAmerica	Reg. No. 2,823,599	3/16/04	GoAmerica Communications Corp.

GoAmerica Relay Services Corp.

Country	Title	Application Number/ Trademark Number	Filing Date/Issue Date	Owner
US	My IP Relay	Reg. No. 2,989,752	8/30/2005	GoAmerica Relay Services Corp. (upon the consummation of the acquisition.)

Wynd Communications Corporation

Country	Title	Application Number/ Trademark Number	Filing Date/Issue Date	Owner
US	Wyndtell	Reg. No. 2,476,937	8/14/01	Wynd Communications Corporation

Hands On Video Relay Services, Inc.

Country	Title	Application Number/ Trademark Number	Filing Date/Issue Date	Owner
US	Videosign	Reg. No. 2,884,419	9/14/04	Hands On Video Relay Services, Inc.
US	VRS	Reg. No. 2,851,010	6/8/04	Hands On Video Relay Services, Inc.
US	Hands On Video Relay Service	Reg. No. 3,162,529	10/24/06	Hands On Video Relay Services, Inc.

Hotpaper.com, Inc.

None.

OutBack Resource Group, Inc.

None.

HOSLS Acquisition Corporation

None.

HOVRS Acquisition Corporation

None.

B. TRADEMARK APPLICATIONS

Hands On Video Relay Services, Inc.

Country	Title	Application Number/ Trademark Number	Filing Date/Issue Date	Owner
US	411VRS	Serial No. 77,355,078	12/10/07	Hands On Video Relay Services, Inc.
US	Purple	Serial No. 77,227,360	7/11/07	Hands On Video Relay Services, Inc.

GoAmerica, Inc.

None.

GoAmerica Communications Corp.

None.

GoAmerica Relay Services Corp.

None.

Wynd Communications Corporation

None.

LA1:# 6370256v35

Hotpaper.com, Inc.

None.

OutBack Resource Group, Inc.

None.

HOSLS Acquisition Corporation

None.

HOVRS Acquisition Corporation

None.

C. UNREGISTERED TRADEMARKS

GoAmerica Relay Services Corp.

Country	Title	Application Number/Trademark Number	Filing Date/Issue Date	Owner
US	New Way to Relay	Unregistered	N/A	GoAmerica Relay Services Corp.
US	Way Cool Relay	Unregistered	N/A	GoAmerica Relay Services Corp.
US	Experience the Freedom to Relay on the Go	Unregistered	N/A	GoAmerica Relay Services Corp.
US	Get It... Use It... Love It!	Unregistered	N/A	GoAmerica Relay Services Corp.
US	VRS Call Me	Unregistered	N/A	GoAmerica Relay Services Corp.
US	IP-Relay.com	Unregistered	N/A	GoAmerica Relay Services Corp.
US	Logo: red oval with orange bi-directional arrows embedded	Unregistered	N/A	GoAmerica Relay Services Corp.

GoAmerica, Inc.

None.

GoAmerica Communications Corp.

None.

None.

Wynd Communications Corporation

None.

Hands On Video Relay Services, Inc.

None.

Hotpaper.com, Inc.

None.

OutBack Resource Group, Inc.

None.

HOSLS Acquisition Corporation

None.

HOVRS Acquisition Corporation

None.

D. TRADEMARK IP LICENSES

GoAmerica, Inc.

None.

GoAmerica Communications Corp.

None.

GoAmerica Relay Services Corp.

None.

Wynd Communications Corporation

None.

Hands On Video Relay Services, Inc.

None.

Hotpaper.com, Inc.

None.

OutBack Resource Group, Inc.

None.

HOSLS Acquisition Corporation

None.

HOVRS Acquisition Corporation

None.