

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Assignment and Assumption Of Security

**CONVEYING PARTY DATA**

Name	Execution Date
West Corporation	08/10/2009
Cosmosis Corporation	08/10/2009
Intercall, Inc.	08/10/2009
Intrado Communications Inc.	08/10/2009
Intrado Communications of Virginia Inc.	08/10/2009
Intrado Inc.	08/10/2009
Intrado Information System Holdings, Inc.	08/10/2009
Intrado Command Systems, Inc.	08/10/2009
GEO911, Inc.	08/10/2009
Positron Public Safety Systems Corp.	08/10/2009
Masys Corporation	08/10/2009
Northern Contact, Inc.	08/10/2009
TeleVox Software, Incorporated	08/10/2009
West Asset Management, Inc.	08/10/2009
West Direct II, Inc.	08/10/2009
West Interactive Corporation	08/10/2009
West International Corporation	08/10/2009
West Notifications Group, Inc.	08/10/2009
West Receivable Services, Inc.	08/10/2009
West Business Services, LLC	08/10/2009
West Direct, LLC	08/10/2009
West Facilities, LLC	08/10/2009
West At Home, LLC	08/10/2009
West Customer Management Group, LLC	08/10/2009
Asset Direct Mortgage, LLC	08/10/2009
Intercall Telecom Ventures, LLC	08/10/2009
BUYDEBTCO, LLC	08/10/2009
The Debt Depot, LLC	08/10/2009
West Asset Purchasing, LLC	08/10/2009
Intrado International, LLC	08/10/2009

CH \$4440.00 5530472

**500935170**

**PATENT  
 REEL: 023085 FRAME: 0574**

## RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association, as Administrative Agent
Street Address:	1525 W.T. Harris Blvd.
Internal Address:	Mail Code NC 0680
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28262

## PROPERTY NUMBERS Total: 111

Property Type	Number
Patent Number:	5530472
Patent Number:	6263365
Patent Number:	6535909
Patent Number:	6612834
Patent Number:	6668273
Patent Number:	6744859
Patent Number:	6771742
Patent Number:	6963557
Patent Number:	6993118
Patent Number:	6161137
Patent Number:	6401066
Patent Number:	6598075
Patent Number:	6804331
Patent Number:	6819758
Patent Number:	6862343
Patent Number:	6937702
Patent Number:	6965664
Patent Number:	6990454
Patent Number:	7106743
Patent Number:	6055513
Application Number:	09794002
Application Number:	10392293
Application Number:	10624721

Application Number:	10676899
Application Number:	10688485
Application Number:	10735590
Application Number:	10738357
Application Number:	10776459
Application Number:	10776461
Application Number:	10776462
Application Number:	10826863
Application Number:	10826865
Application Number:	10900074
Application Number:	11140303
Application Number:	60199077
Application Number:	60445778
Application Number:	60445791
Application Number:	10288737
Application Number:	10302283
Application Number:	10354803
Application Number:	10402739
Application Number:	10655971
Application Number:	10687728
Application Number:	10712605
Application Number:	10809783
Application Number:	10816613
Application Number:	10816633
Application Number:	10816634
Application Number:	10816735
Application Number:	10817738
Application Number:	10870385
Application Number:	11011220
Application Number:	11039140
Application Number:	11199549
Application Number:	11250962
Application Number:	11257262
Application Number:	60719677
Application Number:	60723885

Application Number:	60729673
Application Number:	09437833
Application Number:	09505619
Application Number:	09624902
Application Number:	09638728
Application Number:	09691392
Application Number:	09785048
Application Number:	09849777
Application Number:	09883149
Application Number:	09907724
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Application Number:	09974754
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Application Number:	10954688
Application Number:	10955566
Application Number:	11018395
Application Number:	11022312
Application Number:	11045810
Application Number:	11051557
Application Number:	11099994
Application Number:	11100323
Application Number:	11217089
Application Number:	11217090
Application Number:	11297807
Application Number:	10186162
Application Number:	10195303
Application Number:	10294024

**CORRESPONDENCE DATA**

Fax Number: (202)408-3141  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 202-408-3121 x2348  
Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 2: Attn: Jean Paterson  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 094289-10

NAME OF SUBMITTER: Jean Paterson

Total Attachments: 36  
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**ASSIGNMENT AND ASSUMPTION OF SECURITY INTEREST IN PATENTS**

**ASSIGNMENT AND ASSUMPTION OF SECURITY INTEREST IN PATENTS**, dated as of August 10, 2009 (this "Assignment"), among Lehman Commercial Paper Inc., as resigning Administrative Agent (the "Resigning Agent"), Wachovia Bank, National Association, as successor Administrative Agent (the "New Agent") and each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors").

**WITNESSETH:**

WHEREAS, pursuant to the Credit Agreement, dated as of October 24, 2006 (as amended, supplemented, or otherwise modified from time to time, the "Credit Agreement"), among West Corporation (the "Borrower"), each Lender from time to time party thereto (the "Lenders"), Deutsche Bank Securities Inc. and Bank of America, N.A., as Syndication Agents, Wachovia Bank, National Association and General Electric Capital Corporation, as Co-Documentation Agents, and the Resigning Agent, as Administrative Agent and Swing Line Lender, the Lenders have severally agreed to make extensions of credit to the Grantors upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors are party to an Intellectual Property Security Agreement, dated as of October 24, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "IP Security Agreement"), in favor of the Resigning Agent, as the original Administrative Agent pursuant to which the Grantors executed and delivered the Patent Security Agreement, dated as of October 24, 2006 (the "Patent Security Agreement") and recorded with the Assignment Branch of the United States Patent and Trademark Office at Reel 018433, Frame 0233 on October 25, 2006;

WHEREAS, in the Patent Security Agreement, the Grantors have confirmed that the Resigning Agent, as the original Administrative Agent, was granted, pursuant to the IP Security Agreement, for the benefit of the Resigning Agent and the Lenders, a lien on and security interest in all of each Grantor's right, title or interest in, to and under all of its Patents, including, without limitation, those U.S. Patent registrations and applications referred to on Schedule I hereto, all reissues, continuations or continuations-in-part of the foregoing, and all Proceeds of the foregoing, including, without limitation, any claim by Grantors as third parties for past, present or future infringement of any Patent, as collateral security for the full, prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of each Grantor's Obligations (the "Security Interest");

WHEREAS, pursuant to the Amendment No. 4 and Resignation, Waiver, Consent and Appointment Agreement, dated as of August 6, 2009 (the "Transfer Agreement"), among the Resigning Agent, the New Agent, the Required Lenders (as defined in the Credit Agreement) and the Grantors, the Credit Agreement has been amended to reflect the appointment of the New Agent as successor Administrative Agent; and

WHEREAS, in furtherance of the New Agent's replacement of the Resigning Agent as the Administrative Agent under the Credit Agreement, as amended by the Transfer Agreement (collectively, the "Amended Credit Agreement"), the New Agent is desirous of acquiring and the

Resigning Agent is desirous of assigning all of its right, title and interest in, to and under the Patent Security Agreement, including without limitation the Security Interest, and all documents relating thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Resigning Agent, the New Agent and the Grantors hereby covenant and agree as follows:

### **1. Defined Terms**

Unless otherwise defined herein, terms defined in the Amended Credit Agreement, the IP Security Agreement or the Patent Security Agreement and used herein have the meaning given to them in the Amended Credit Agreement, the IP Security Agreement or the Patent Security Agreement, respectively.

### **2. Assignment of Patent Security Agreement**

The Resigning Agent hereby irrevocably assigns, transfers and conveys to New Agent without recourse, representation or warranty, and the New Agent assumes all of the Resigning Agent's right, title and interest in, to and under the Patent Security Agreement, including without limitation the Security Interest, and all documents relating thereto, including specifically and without limitation any lien on and security interest in all of each Grantor's right, title or interest in, to and under all of its Patents, including, without limitation, those U.S. Patent registrations and applications referred to on Schedule I hereto, all reissues, continuations or continuations-in-part of the foregoing, and all Proceeds of the foregoing, including, without limitation, any claim by Grantors as third parties for past, present or future infringement of any Patent, as collateral security for the full, prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of each Grantor's Obligations.

This Assignment is an absolute assignment. This Assignment is made without recourse, representation or warranty, express or implied, except that the Resigning Agent represents and warrants that (i) it is authorized to execute this document and perform its obligations hereunder, and (ii) its rights under the IP Security Agreement and Patent Security Agreement are not subject to any lien or, to its knowledge, any other adverse claim. Following the execution of this Assignment, this Assignment will be delivered to the New Agent for recording by the New Agent pursuant to the IP Security Agreement and the Patent Security Agreement with the United States Patent Office.

The New Agent hereby accepts the foregoing assignment and assumes all of the obligations of the Resigning Agent under the Patent Security Agreement, on and after the date hereof.

### **3. Intellectual Property Agreement**

The Security Interest granted to the Resigning Agent as the original Administrative Agent pursuant to the IP Security Agreement, as confirmed in the Patent Security Agreement, and assigned to the New Agent as the new Administrative Agent pursuant to this Assignment, was granted in conjunction with the security interest granted to the Resigning Agent pur-



suant to the IP Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Resigning Agent with respect to the Security Interest, as confirmed in the Patent Security Agreement, the right, title and interest to which is assigned hereby, are more fully set forth in the IP Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

**4. Recordation**

The parties hereto authorize and request the Commissioner of Patents and Trademarks of the United States and/or any equivalent State Official to record this Assignment against the Patents identified on Schedule I attached hereto.

**5. Counterparts**

This Assignment may be executed in multiple counterparts (including via facsimile or electronic copy), each of which shall be considered an original but all of which shall constitute one agreement.

**6. Counterparts**


This Agreement and the rights and obligations of the parties under this agreement shall be governed by, and construed and interpreted in accordance with, the law of the state of New York.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first set forth above.

LEHMAN COMMERCIAL PAPER INC.  
as Resigning Agent

By: \_\_\_\_\_

Name:  
Title:



**Francis J. Cheng**  
**Authorized Signatory**

[Signature Page to Assignment and Assumption of Patent Security Agreement (West)]

ACCEPTED AND AGREED  
as of the date first above written:

WACHOVIA BANK, NATIONAL ASSOCIATION  
as New Agent

By: [Signature]  
Name: TRAY JONES  
Title: VICE PRESIDENT

STATE OF North Carolina  
COUNTY OF Mecklenburg) <sup>ss.:</sup>

On the 16<sup>th</sup> day of August in the year 2009 before me, the undersigned, personally appeared TRAY JONES, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual executed the instrument.

[Signature]  
Notary Public

My Commission Expires 2-16-2010

*Assignment of Patent Security Agreement*

ACCEPTED AND AGREED  
as of the date first above written:

WEST CORPORATION  
COSMOSIS CORPORATION  
INTERCALL, INC.  
INTRADO COMMUNICATIONS INC.  
INTRADO COMMUNICATIONS OF VIRGINIA INC.  
INTRADO INC.  
INTRADO INFORMATION SYSTEM HOLDINGS, INC.  
INTRADO COMMAND SYSTEMS, INC.  
GEO911, INC.  
POSITRON PUBLIC SAFETY SYSTEMS CORP.  
MASYS CORPORATION  
NORTHERN CONTACT, INC.  
TELEVOX SOFTWARE, INCORPORATED  
WEST ASSET MANAGEMENT, INC.  
WEST DIRECT II, INC.  
WEST INTERACTIVE CORPORATION  
WEST INTERNATIONAL CORPORATION  
WEST NOTIFICATIONS GROUP, INC.  
WEST RECEIVABLE SERVICES, INC.,

as Grantors

By: 

Name: Paul M. Mendlik

Title: Chief Financial Officer/Treasurer

WEST BUSINESS SERVICES, LLC  
WEST DIRECT, LLC  
WEST FACILITIES, LLC  
WEST AT HOME, LLC  
WEST CUSTOMER MANAGEMENT GROUP, LLC,

as Grantors

By: 

Name: Paul M. Mendlik

Title: Chief Financial Officer/Treasurer

*Assignment of Trademark Security Agreement*

**PATENT**  
**REEL: 023085 FRAME: 0585**

ASSET DIRECT MORTGAGE, LLC,

as Grantor

By:



Name: Paul M. Mendlik

Title: Manager

INTERCALL TELECOM VENTURES, LLC,

as a Grantor

By: InterCall, Inc., its sole member

By:



Name: Paul M. Mendlik

Title: Chief Financial Officer/Treasurer

BUYDEBTCO, LLC

THE DEBT DEPOT, LLC

WEST ASSET PURCHASING, LLC,

as Grantors

By: West Receivable Services, Inc.

By:




Name: Paul M. Mendlik

Title: Chief Financial Officer/Treasurer

INTRADO INTERNATIONAL, LLC,

as a Grantor

By:



Name: Paul M. Mendlik

Title: Chief Financial Officer/Treasurer

*Assignment of Trademark Security Agreement*

**PATENT**  
**REEL: 023085 FRAME: 0586**

STARGATE MANAGEMENT LLC,

as a Grantor

By: \_\_\_\_\_

A handwritten signature in cursive script, reading "Paul Mendlik", written over a horizontal line.

Name: Paul M. Mendlik

Title: Chief Financial Officer/Treasurer

*Assignment of Trademark Security Agreement*

**PATENT**  
**REEL: 023085 FRAME: 0587**

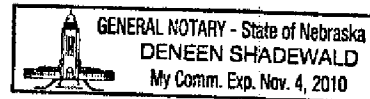
STATE OF NEBRASKA     )  
  ss.:  
COUNTY OF DOUGLAS    )

On this 7<sup>th</sup> day of August 2009, before me personally came Paul M. Mendlik, to me known, who being duly sworn, did say that he/she is the Chief Financial Officer and/or Manager, of the companies referenced in the previous two pages, and that the foregoing instrument was executed on behalf of the companies referenced in the previous two pages and Deneen Shadewald acknowledged the foregoing instrument to be the free act and deed of Paul M. Mendlik.

IN WITNESS WHEREOF, I have hereunto set my hand this 7<sup>th</sup> day of August, 2009.

Deneen Shadewald  
Notary Public

My Commission Expires 11-04-2010



**SCHEDULE I  
to  
PATENT SECURITY AGREEMENT**

**UNITED STATES PATENTS:**

Registrations and Applications:

[See attached.]



**Schedule I**  
**to**  
**Patent Security Agreement**

PATENTS OWNED BY INTERCALL, INC.

<u>Patent Numbers</u>	<u>Issue Date</u>
5530472	6/25/96
6263365	7/17/01
6535909	3/18/03
6621834	9/16/03
6668273	12/23/03

PATENT APPLICATIONS OWNED BY INTERCALL, INC.

<u>Patent Application No.</u>	<u>Filing Date</u>
09/794002	
10/392293	
10/624721	
10/676899	
10/688485	
10/735590	
10/738357	
10/776459	
10/776461	
10/776462	
10/826863	
10/826865	
10/900074	
11/140,303	
60/199,077	
60/445778	
60/445791	

PATENTS OWNED BY INTRADO INC.

<u>Patent Numbers</u>	<u>Issue Date</u>
6744859	6/1/04
6771742	8/3/04
6963557	11/8/05
6993118	1/31/06

PATENT APPLICATIONS OWNED BY INTRADO INC.

<u>Patent Application No.</u>	<u>Filing Date</u>
10/288737	
10/302283	
10/354803	
10/402739	
10/655971	
10/687728	
10/712605	
10/809783	
10/816613	
10/816633	
10/816634	
10/816735	
10/817738	
10/870385	
11/011220	
11/039140	
11/199549	
11/250962	
11/257262	
60/719677	
60/723885	
60/729673	

PATENTS OWNED BY WEST CORPORATION

*U.S. Patent Registrations*

<u>Patent Numbers</u>	<u>Issue Date</u>
6161137	12/12/00
6401066	6/4/02
6598075	7/22/03
6804331	10/12/04
6819758	11/16/04
6862343	3/1/05
6937702	8/30/05
6965664	11/15/05
6990454	1/24/06
7106743	9/12/06

*U.S. Patent Applications*

<u>Patent Application No.</u>	<u>Filing Date</u>
09/437833	
09/505619	
09/624902	
09/638728	
09/691392	
09/785048	
09/849777	
09/883149	
09/907724	
09/907725	
09/974754	
10/173794	
10/186208	
10/196326	
10/294024	

<u>Patent Application No.</u>	<u>Filing Date</u>
10/335060	
10/335061	
10/403803	
10/403804	
10/403822	
10/607504	
10/622358	
10/668678	
10/669089	
10/670126	
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10/954688	
10/955566	
11/018395	
11/022312	
11/045810	
11/051557	

<u>Patent Application No.</u>	<u>Filing Date</u>
11/099994	
11/100323	
11/217089	
11/217090	
11/297807	
2284797	
10/186162	
10/195303	

PATENTS OWNED BY WEST DIRECT, INC.

<u>Patent Numbers</u>	<u>Issue Date</u>
6055513	4/25/00

PATENT APPLICATIONS OWNED BY WEST DIRECT, INC.

<u>Patent Application No.</u>	<u>Filing Date</u>
10/294024	
2322570	