

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Language Line Services, Inc.	12/20/2010
RECEIVING PARTY DATA	
Name:	Credit Suisse AG, Cayman Islands Branch, as Administrative Agent
Street Address:	901 Main Street
Internal Address:	Mail Code TX1-492-14-06
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
PROPERTY NUMBERS Total: 16	
Property Type	Number
Patent Number:	7593523
Patent Number:	7564963
Patent Number:	7376415
Patent Number:	7634432
Patent Number:	7773738
Patent Number:	7792276
Application Number:	12132596
Application Number:	11929885
Application Number:	11278784
Application Number:	11532018
Application Number:	11277318
Application Number:	12463349
Application Number:	12493076
Application Number:	10167536

501387081

PATENT
REEL: 025549 FRAME: 0001

CH \$640.00 7593523

Application Number:	12199696
Application Number:	12611506

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 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	619022-010
NAME OF SUBMITTER:	Jean Paterson

Total Attachments: 8

source=12-22-10 Language Line-PT#page1.tif

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**RECORDATION FORM COVER SHEET
PATENTS ONLY**

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)

Language Line Services, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) December 20, 2010

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Credit Suisse AG, Cayman Islands Branch, as

Internal Address: Administrative Agent

Street Address: 901 Main Street

Mail Code TX1-492-14-06

City: Dallas

State: TX

Country: USA Zip: 75202

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

7593523 and additional numbers on attached Schedule I

12/132596 and additional numbers on attached Schedule I

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: MAUREEN P. MURPHY, LEGAL ASSISTANT

Internal Address: CAHILL GORDON & REINDEL LLP

Street Address: 80 PINE STREET

City: NEW YORK

State: NY Zip: 10005

Phone Number: 212-701-3283

Fax Number: 212-378-2440

Email Address: mmurphy@cahill.com

6. Total number of applications and patents involved: 16

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- ☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Maureen P. Murphy
Signature

December 20, 2010

Date

MAUREEN P. MURPHY

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

Patent Security Agreement

Patent Security Agreement, dated as of December 20, 2010, by Language Line, LLC ("Language Line") and Tele-Interpreters Acquisition LLC ("Tele-Interpreters") and together with Language Line, the "Borrowers") and each Guarantor listed on Schedule II hereto (collectively, the "Original Guarantors," and together with the Borrowers, the "Pledgors"), in favor of Credit Suisse AG, Cayman Islands Branch, in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, Pledgors are party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Patents owned by such Pledgor listed on Schedule I attached hereto; and
- (b) all proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

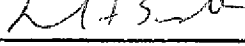
SECTION 4. Termination. Upon the full performance of the Obligations (other than any surviving indemnification obligations), the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

[signature page follows]

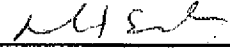
IN WITNESS WHEREOF, each Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

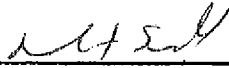
Language Line, LLC

By: 
Name: Michael Schmidt
Title: Chief Financial Officer

Tele-Interpreters Acquisition LLC

By: 
Name: Michael Schmidt
Title: Chief Financial Officer

Language Line Services, Inc.

By: 
Name: Michael Schmidt
Title: Chief Financial Officer

[Patent Security Agreement]

Accepted and Agreed:

Credit Suisse AG, Cayman Islands Branch,
as Administrative Agent

By: _____

Name:

JUDITH E. SMITH

Title:

MANAGING DIRECTOR

By: _____

Name:

KEVIN BUDDHDEW

Title:

ASSOCIATE

[Patent Security Agreement]

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patent Registrations:

Title	Patent No.	Patent Date	Appl. No.	Filing Date	Owner/Assignee
System and method for providing incoming call distribution	7593523	09/22/09	11/379988	04/24/06	Language Line Services, Inc.
Multi-handset telephone system	7564963	07/21/09	10/818690	04/05/04	Language Line Services, Inc.
System and method for offering portable language interpretation services	7376415	05/20/08	10/618150	07/10/03	Language Line Services, Inc.
Systems and methods for providing employee compensation	7634432	12/15/09	11/693636	03/29/07	Language Line Services, Inc.
Systems and methods for providing relayed language interpretation	7773738	8/10/10	11/534597	09/22/06	Language Line Services, Inc.
Language interpretation call transferring in a telecommunications network	7792276	9/7/10	11/226526	09/13/05	Language Line Services, Inc.

Patent Applications:

Title	Appl. No.	Filing Date	Owner/Assignee
System and method for providing pre-paid language interpretation services	12/132596	06/03/08	Language Line Services, Inc.
System and method for providing pre-paid language interpretation services	11/929885	10/30/07	Language Line Services, Inc.
System and method for providing access to language interpretation	11/278784	04/05/06	Language Line Services, Inc.
Systems and methods for providing a language interpretation line	11/532018	09/14/06	Language Line Services, Inc.
System and method for providing a language access line	11/277318	03/23/06	Language Line Services, Inc.
Configuration for anti microbial multi handset telephone system	12/463349	05/8/2009	Language Line Services, Inc.
Configuration for Language Interpreter Certification	12/493076	06/26/2009	Language Line Services, Inc.
Interpreter Certification System	10/167536	06/11/02	Language Line Services, Inc.
Method and Apparatus for language interpreter certification	12/199696	08/27/08	Language Line Services, Inc.
	12/611506 ¹	11/3/09	Language Line Services, Inc.

¹

Note to CGR: Patent title removed because unpublished patent application.

SCHEDULE II
to
PATENT SECURITY AGREEMENT
ORIGINAL GUARANTORS

NAME	ADDRESS
Language Line Services, Inc.	1 Lower Ragsdale Drive Building 2 Monterey, CA 93940