

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT																												
NATURE OF CONVEYANCE:	Patent Security Agreement																												
CONVEYING PARTY DATA																													
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>DSI-ITI, LLC</td> <td>12/14/2011</td> </tr> <tr> <td>Global Tel*Link Corporation</td> <td>12/14/2011</td> </tr> <tr> <td>Value-Added Communications, Inc.</td> <td>12/14/2011</td> </tr> <tr> <td>3V Technologies Incorporated</td> <td>12/14/2011</td> </tr> </tbody> </table>		Name	Execution Date	DSI-ITI, LLC	12/14/2011	Global Tel*Link Corporation	12/14/2011	Value-Added Communications, Inc.	12/14/2011	3V Technologies Incorporated	12/14/2011																		
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<table border="1"> <tr> <td>Name:</td> <td>Credit Suisse AG, Cayman Islands Branch</td> </tr> <tr> <td>Street Address:</td> <td>Eleven Madison Avenue</td> </tr> <tr> <td>City:</td> <td>New York</td> </tr> <tr> <td>State/Country:</td> <td>NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td>10010</td> </tr> </table>		Name:	Credit Suisse AG, Cayman Islands Branch	Street Address:	Eleven Madison Avenue	City:	New York	State/Country:	NEW YORK	Postal Code:	10010																		
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Application Number:	11986433
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Application Number:	12378191
Application Number:	12218145
Application Number:	12802641
Application Number:	12456204
Application Number:	12655304
Application Number:	12951790
Application Number:	12861322
Application Number:	60331258
Application Number:	60492228
Application Number:	60901342

CORRESPONDENCE DATA

Fax Number: (917)777-4104
 Phone: 212-735-3000
 Email: robert.wise@skadden.com

PATENT
REEL: 027489 FRAME: 0074

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: 4 Times Square
Address Line 2: Attn: Greg Norman
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	217730/2188
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NAME OF SUBMITTER:	Greg Norman
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Total Attachments: 10

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented, restructured or otherwise modified, this "Agreement"), dated as of December 14, 2011, is made by DSI-ITI, LLC, a Delaware limited liability company located at 107 St. Francis Street, 33rd Floor, Mobile, AL 36602 ("DSI"), GLOBAL TEL*LINK CORPORATION, a Delaware corporation located at 107 St. Francis Street, 33rd Floor, Mobile, AL 36602 (the "Borrower"), VALUE-ADDED COMMUNICATIONS, INC., a Delaware corporation located at 107 St. Francis Street, 33rd Floor, Mobile, AL 36602 ("Value-Added"), 3V TECHNOLOGIES INCORPORATED, a Delaware corporation located at 107 St. Francis Street, 33rd Floor, Mobile, AL 36602 ("3V") (DSI, the Borrower, Value-Added and 3V, the "Grantors", and each individually a "Grantor"), in favor of CREDIT SUISSE AG, 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 December 14, 2011, among the Assignee, the Grantors 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 December 14, 2011, among GTEL Holdings, Inc. ("Holdings"), the Borrower and certain Lenders and agents party thereto (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "Credit Agreement").

Unless otherwise defined herein, terms defined in the Credit Agreement or the Guarantee and Collateral Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Guarantee and Collateral Agreement, respectively.

WHEREAS, Holdings and the Borrower are members of an affiliated group of companies that includes each other Grantor (as defined in the Guarantee and Collateral Agreement);

WHEREAS, the proceeds of the extensions of credit under the Credit Agreement will be used in part to enable the Borrower to make valuable transfers to one or more of the other Grantors (as defined in the Guarantee and Collateral Agreement) in connection with the operation of their respective business;

WHEREAS, certain of the Qualified Counterparties may enter into Specified Swap Agreements with the Borrower;

WHEREAS, Holdings, the Borrower and the other Grantors (as defined in the Guarantee and Collateral Agreement) are engaged in related businesses, and each such Grantor derives substantial direct and indirect benefit from the extensions of credit under the Credit Agreement and from the Specified Swap Agreements; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors are 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 above premises, the parties hereto hereby agree as follows:

1. Grant of Security Interest

(a) Each Grantor hereby grants to Assignee, for the ratable benefit of the Secured Parties, a security interest in, all of the following assets and property, in each case, wherever located and 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"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(i) all Patents of such Grantor, including, without limitation, the registered and applied for Patents of such Grantor listed on Schedule A hereto; and

(ii) to the extent not otherwise included, all Proceeds of the foregoing.

(b) Schedule A hereto contains a true and accurate list of each Grantor's United States applications and registrations for the 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, each Grantor authorizes the Assignee, upon notice to such Grantor, to modify this Agreement in the name of and on behalf of such Grantor without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment or supplement of Schedule A hereto, to add any right, title or interest in any Patent owned or subsequently acquired by such Grantor. Each Grantor additionally agrees to execute and deliver any additional agreement or amendment or supplement hereto as may be reasonably requested 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 SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

4. Recordation

Each Grantor authorizes the Commissioner for Patents and any other government officials to record and register this Agreement upon request by the Assignee.

5. Counterparts

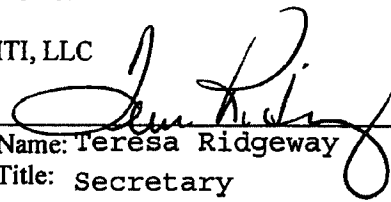
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement or any document or instrument delivered in connection herewith by facsimile transmission or other electronic image scan transmission (e.g., PDF) shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable.

[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.

GRANTORS:

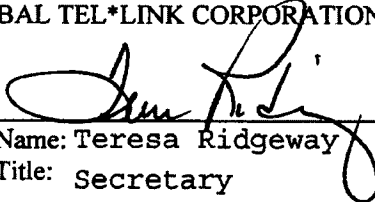
DSI-ITI, LLC

By: 

Name: Teresa Ridgeway

Title: Secretary

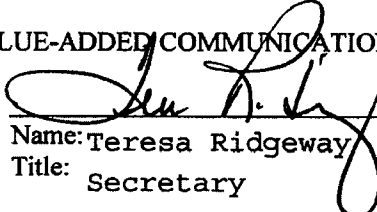
GLOBAL TEL*LINK CORPORATION

By: 

Name: Teresa Ridgeway

Title: Secretary

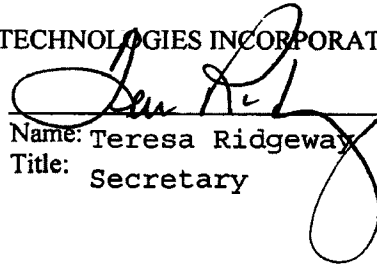
VALUE-ADDED COMMUNICATIONS, INC.

By: 

Name: Teresa Ridgeway

Title: Secretary

3V TECHNOLOGIES INCORPORATED

By: 

Name: Teresa Ridgeway

Title: Secretary

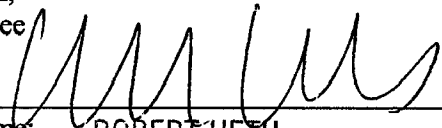
Patent Security Agreement

PATENT
REEL: 027489 FRAME: 0079

ASSIGNEE:

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,
as Assignee

By: _____


Name: ROBERT HETU
Title: MANAGING DIRECTOR

By: _____


Name: KEVIN BUDDHDEW
Title: ASSOCIATE

Schedule A

Patent Registrations and Applications

UNITED STATES PATENTS

Jurisdiction	Title	Reg. No (App. No.)	Issue Date (App. Date)	Record Owner
US	3-Way Call Detection System	7,123,704	10/17/2006	DSI-ITI, LLC
US	3-Way Call Detection System and Method	6,895,086	5/17/2005	DSI-ITI, LLC
US	3-Way Call Detection System and Method	7,664,243	2/16/2010	DSI-ITI, LLC
US	System and Method For Controlling Free Phone Calls Through An Institutional Phone System	(11/861,824)	(9/26/2007)	DSI-ITI, LLC
US	System and Method For Multi-Modal Audio Mining of Telephone Conversations	(12/032,200)	(2/15/2008)	DSI-ITI, LLC
US	System and Method for the Automatic Distribution of Inmate Phone Recordings	(11/852,642)	(9/10/2007)	DSI-ITI, LLC
US	System and Method for Three-Way Call Detection	(11/706,431)	(2/15/2007)	DSI-ITI, LLC
US	System and Method For Visitation Management in a Controlled-Access Environment	(11/819,834)	(6/29/2007)	DSI-ITI, LLC
US	Three-Way Call Detection Using Steganography	7,826,604	11/02/2010	DSI-ITI, LLC
US	Three-Way Call Detection Using Stenography	7,248,685	7/24/2007	DSI-ITI, LLC
US	Centralized Voice Over IP Recording and Retrieval Method and Apparatus	7,551,732	6/23/2009	Global Tel*Link Corporation
US	Computer Interface System for	7,102,509	09/05/2006	Global Tel*Link Corporation

Jurisdiction	Title	Reg. No (App. No.)	Issue Date (App. Date)	Record Owner
	Tracking of Radio Frequency Identification Tags			
US	Integration of Cellular Phone Detection and Reporting Into A Prison Telephone System	(11/504,979)	(08/16/2006)	Global Tel*Link Corporation
US	Investigation and Reporting of Inmate Security Threats	7,085,359	08/01/2006	Global Tel*Link Corporation
US	Method and System for Call Tracking to Discover Inmate-Employee Fraternization	7,039,171	05/02/2006	Global Tel*Link Corporation
US	Method For Transferring and Separating Telephone Call Data	7,860,133	12/28/2010	Global Tel*Link Corporation
US	Method For Transferring and Separating Telephone Call Data	7,643,518	1/5/2010	Global Tel*Link Corporation
US	Telephone Apparatus With Recording of Phone Conversations on Massive Storage	6,052,454	04/18/2000	Global Tel*Link Corporation
US	Telephone Apparatus With Recording of Phone Conversations on Massive Storage	6,072,860	06/06/2000	Global Tel*Link Corporation
US	Telephone Port Allocation Method	7,564,961	7/21/2009	Global Tel*Link Corporation
US	Telephone System	7,092,494	08/15/2006	Global Tel*Link Corporation
US	Telecommunication Call Management and Monitoring System	7,333,798	2/19/2008	Value-Added Communications, Inc.
US	Telecommunication Call Management and Monitoring System with Voiceprint Verification	7,403,766	7/22/2008	Value-Added Communications, Inc.
US	Electronic Messaging Exchange	7,742,581	6/22/2010	Value-Added Communications, Inc.
US	Digital Telecommunication Call Management and Monitoring System	7,783,021	8/24/2010	Value-Added Communications, Inc.

Jurisdiction	Title	Reg. No (App. No.)	Issue Date (App. Date)	Record Owner
US	Means and Method for Detecting Three-Way Call Attempts	7,639,791	12/29/2009	Value-Added Communications, Inc.
US	Telecommunication Call Management and Monitoring System	7,844,252	11/30/2010	Value-Added Communications, Inc.
US	Telecommunication Call Management and Monitoring System	7,853,243	12/14/2010	Value-Added Communications, Inc.
US	Improved Telecommunication Revenue Management System	(10/832,987)	(4/27/2004)	Value-Added Communications, Inc.
US	Voice Message Exchange	(11/045,590)	(1/28/2005)	Value-Added Communications, Inc.
US	System and Method for Detecting Three-Way Call Attempts	(11/986,433)	(11/21/2007)	Value-Added Communications, Inc.
US	System and Method for Detecting Three-Way Call Circumvention Attempts	(12/378,244)	(2/12/2009)	Value-Added Communications, Inc.
US	System and Method for Electronic Notification in Institutional Communication	(12/321,893)	(1/27/2009)	Value-Added Communications, Inc.
US	System and Method for Controlled Call Handling	(12/378,191)	(2/12/2009)	Value-Added Communications, Inc.
US	Telecommunication Call Management and Monitoring System with Voiceprint Verification	(12/218,145)	(7/11/2008)	Value-Added Communications, Inc.
US	Electronic Messaging Exchange	(12/802,641)	(6/10/2010)	Value-Added Communications, Inc.
US	System and method for Determining and Associating Tariff Rates for Institutional Calls	(12/456,204)	(6/12/2009)	Value-Added Communications, Inc.

Jurisdiction	Title	Reg. No (App. No.)	Issue Date (App. Date)	Record Owner
US	System and Method for Detecting Three-Way Call Attempts	(12/655,304)	(12/28/2009)	Value-Added Communications, Inc.
US	Telecommunication Call Management and Monitoring System	(12/951,790)	(11/22/2010)	Value-Added Communications, Inc.
US	Digital Telecommunications Call Management and Monitoring System	(12/861,322)	(8/23/2010)	Value-Added Communications, Inc.
US	Systems and Processes for Scheduling and Conducting Audio/Video Communications	7,256,816	8/14/2007	3V Technologies Incorporated
US	3-way Call Detection System and Method	60/331,258	EXPIRED PROVISIONAL	DSI-ITI, LLC
US	Three-Way Call Detection Using Steganography	60/492,228	EXPIRED PROVISIONAL	DSI-ITI, LLC
US	Multi-Model Audio Mining of Telephone Conversions	60/901,342	EXPIRED PROVISIONAL	DSI-ITI, LLC

FOREIGN PATENTS

Jurisdiction	Title	Reg. No (App. No.)	Issue Date (App. Date)	Record Owner
Australia	Three-Way Call Detection Using Steganography	AU200430307 5	10/8/2009	DSI-ITI, LLC
Canada	Three-Way Call Detection Using Steganography	(CA2534767)	(8/4/2004)	DSI-ITI, LLC
EP	Three-Way Call Detection Using Steganography	(EPI661371)	(8/4/2004)	DSI-ITI, LLC
PCT	Centralized Voice Over IP Recording and Retrieval Method and Apparatus	(PCT/US04/41072)	(12/08/2004)	Global Tel*Link Corporation

PCT	Improved Bandwidth Efficiency Central Data Center VoIP	(PCT/US2005 /000552)	(1/6/2005)	Global Tel*Link Corporation
Canada	Centralized Voice Over IP Recording and Retrieval Method and Apparatus	CA2513540	7/6/2010	Global Tel*Link Corporation
Canada	Centralized Voice Over IP Recording and Retrieval Method and Apparatus	(CA2697884)	(12/8/2004)	Global Tel*Link Corporation
Great Britain	Centralized Voice Over IP Recording and Retrieval Method and Apparatus	UK2413034	1/9/2008	Global Tel*Link Corporation
Hong Kong	Centralized Voice Over IP Recording and Retrieval Method and Apparatus	HK1079019	8/15/2008	Global Tel*Link Corporation