

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2777003

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SUPPLEMENTAL PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
WEST CORPORATION, AS GRANTOR	03/01/2014
WEST NOTIFICATIONS, INC., AS GRANTOR	03/01/2014
RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT
Street Address:	1525 W.T. HARRIS BOULEVARD
Internal Address:	MAIL CODE: NC 0680
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28262
PROPERTY NUMBERS Total: 45	
Property Type	Number
Patent Number:	8548529
Patent Number:	8548148
Patent Number:	8559618
Patent Number:	8559602
Patent Number:	8571987
Patent Number:	8577013
Patent Number:	8582742
Patent Number:	8595648
Patent Number:	8595013
Patent Number:	8594292
Patent Number:	8600417
Patent Number:	8600019
Patent Number:	8606575
Patent Number:	8606675
Patent Number:	8615074
Patent Number:	8615791
Patent Number:	8620666
Patent Number:	8621536

PATENT

502730397

REEL: 032483 FRAME: 0518

Property Type	Number
Patent Number:	8588376
Application Number:	14049739
Application Number:	14065982
Application Number:	14066784
Application Number:	14068030
Application Number:	14058969
Application Number:	14059012
Application Number:	14059048
Application Number:	14059084
Application Number:	14061898
Application Number:	14072017
Application Number:	14073041
Application Number:	14074348
Application Number:	14076853
Application Number:	14078749
Application Number:	14083609
Application Number:	14083897
Application Number:	14084989
Application Number:	14086051
Application Number:	14089927
Application Number:	14095646
Application Number:	14102816
Application Number:	14105644
Application Number:	14105658
Application Number:	14105672
Application Number:	14105687
Application Number:	14105728

CORRESPONDENCE DATA

Fax Number: (302)636-5454

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

Phone: 202-408-3121 X62348

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:	064279-5
NAME OF SUBMITTER:	JEAN PATERSON
SIGNATURE:	/jep/

PATENT

REEL: 032483 FRAME: 0519

DATE SIGNED:	03/20/2014
Total Attachments: 6 source=3-20-14 West Corporation-PT#page1.tif source=3-20-14 West Corporation-PT#page2.tif source=3-20-14 West Corporation-PT#page3.tif source=3-20-14 West Corporation-PT#page4.tif source=3-20-14 West Corporation-PT#page5.tif source=3-20-14 West Corporation-PT#page6.tif	

SHORT FORM INTELLECTUAL PROPERTY AGREEMENT

PATENT SECURITY AGREEMENT SUPPLEMENT, dated as of March 1, 2014, by each of the entities listed on the signature pages hereof (each a "**Grantor**" and, collectively, the "**Grantors**"), in favor of Wells Fargo Bank, National Association, as administrative agent (in such capacity, the "**Administrative Agent**").

W i t n e s s e t h:

WHEREAS, West Corporation (the "**Borrower**") is party to the Amended and Restated Credit Agreement dated as of October 5, 2010 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Borrower, each Lender from time to time party thereto, Wells Fargo Bank, National Association, as Administrative Agent and Swing Line Lender, Deutsche Bank Securities Inc. and Bank of America, N.A., as Syndication Agents, and Wells Fargo Bank, National Association and General Electric Capital Corporation, as Co-Documentation Agents;

WHEREAS, the Grantors other than the Borrower are party to the Senior Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to an Intellectual Property Security Agreement dated as of October 24, 2006, in favor of the Administrative Agent (the "**IP Security Agreement**") pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement Supplement;

WHEREAS, the Grantors have acquired the additional Patents set forth on Schedule I hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt of which are hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms

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

SECTION 2. Grant of Security Interest in Patent Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 "**Patent Collateral**");

(a) all of its Patents, including, without limitation, those U.S. Patent registrations and applications referred to on Schedule I hereto;

(b) all reissues, continuations or continuations-in-part of the foregoing;
and

(c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent.

SECTION 3. IP Security Agreement

The security interest granted pursuant to this Patent Security Agreement Supplement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the IP Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Administrative Agent and each Grantor intend that this Patent Security Agreement Supplement is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the IP Security Agreement, which govern the Administrative Agent's interest in the Patent Collateral.

[SIGNATURE PAGES FOLLOW]

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

**WEST CORPORATION
WEST NOTIFICATIONS, INC.**

as Grantors

By: 

Name: Paul M. Mendlik

Title: Chief Financial Officer and Treasurer

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Administrative Agent

By: Mark B. Felker
Name: Mark B. Felker
Title: Managing Director

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

**Schedule I
to
Patent Security Agreement**

PATENTS OWNED BY WEST CORPORATION

<u>Patent Numbers</u>	<u>Issue Date</u>
8,548,529	10/01/2013
8,548,148	10/01/2013
8,559,618	10/15/2013
8,559,602	10/15/2013
8,571,987	10/29/2013
8,577,013	11/05/2013
8,582,742	11/12/2013
8,595,648	11/26/2013
8,595,013	11/26/2013
8,594,292	11/26/2013
8,600,417	12/3/2013
8,600,019	12/3/2013
8,606,575	12/10/2013
8,606,675	12/10/2013
8,615,074	12/24/2013
8,615,791	12/24/2013
8,620,666	12/31/2013
8,621,536	12/31/2013

PATENTS OWNED BY WEST NOTIFICATIONS, INC.

<u>Patent Numbers</u>	<u>Issue Date</u>
8,588,376	11/19/2013

PATENT APPLICATIONS OWNED BY WEST CORPORATION

<u>Patent Application No.</u>	<u>Filing Date</u>
14/049,739	10/9/2013
14/065,982	10/29/2013
14/066,784	10/30/2013
14/068,030	10/31/2013
14/058,969	10/21/2013
14/059,012	10/21/2013
14/059,048	10/21/2013
14/059,084	10/21/2013
14/061,898	10/24/2013
14/072,017	11/5/2013
14/073,041	11/6/2013
14/074,348	11/7/2013
14/076,853	11/11/2013
14/078,749	11/13/2013
14/083,609	11/19/2013
14/083,897	11/19/2013
14/084,989	11/20/2013
14/086,051	11/21/2013
14/089,927	11/26/2013
14/095,646	12/03/2013
14/102,816	12/11/2013
14/105,644	12/13/2013
14/105,658	12/13/2013
14/105,672	12/13/2013
14/105,687	12/13/2013
14/105,728	12/13/2013