

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3180160

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
WEST CORPORATION	12/23/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION
<b>Street Address:</b>	1525 W.T. HARRIS BOULEVARD
<b>City:</b>	CHARLOTTE
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28262
<b>PROPERTY NUMBERS Total: 42</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8768380
Patent Number:	8768709
Patent Number:	8767592
Patent Number:	8775180
Patent Number:	8774383
Patent Number:	8788308
Patent Number:	8787534
Patent Number:	8792629
Patent Number:	8799406
Patent Number:	8805677
Patent Number:	8811592
Patent Number:	8811962
Patent Number:	8817953
Patent Number:	8817968
Patent Number:	8824454
Patent Number:	8838455
Patent Number:	8831182
Patent Number:	8839311
Patent Number:	8837701
Patent Number:	8837708

Property Type	Number
Patent Number:	8843388
Patent Number:	8850595
Patent Number:	8847753
Patent Number:	8849671
Application Number:	14322060
Application Number:	14322629
Application Number:	14324943
Application Number:	14327014
Application Number:	14330126
Application Number:	14448838
Application Number:	14453159
Application Number:	14456634
Application Number:	14462107
Application Number:	14470457
Application Number:	14473134
Application Number:	14476801
Application Number:	14480857
Application Number:	14482322
Application Number:	14485860
Application Number:	14493047
Application Number:	14493844
Application Number:	14495969

#### CORRESPONDENCE DATA

Fax Number: (650)213-8158

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 6502130300

Email: iprecordations@whitecase.com

Correspondent Name: WHITE & CASE LLP / CHRISTINA ISHIHARA

Address Line 1: 3000 EL CAMINO REAL, BLDG 5, 9TH FLOOR

Address Line 4: PALO ALTO, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	1148359-0008
NAME OF SUBMITTER:	CHRISTINA ISHIHARA
SIGNATURE:	/Christina Ishihara/
DATE SIGNED:	01/13/2015

#### Total Attachments: 6

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## SHORT FORM INTELLECTUAL PROPERTY AGREEMENT

PATENT SECURITY AGREEMENT SUPPLEMENT, dated as of December 23, 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

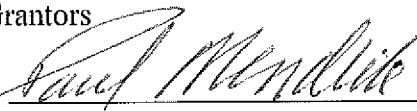
The security interest granted pursuant to this Patent Security Agreement Supplement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the IP Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth 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**

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>
8,768,380	7/1/2014
8,768,709	7/1/2014
8,767,592	7/1/2014
8,775,180	7/8/2014
8,774,383	7/8/2014
8,788,308	7/22/2014
8,787,534	7/22/2014
8,792,629	7/29/2014
8,799,406	8/5/2014
8,805,677	8/12/2014
8,811,592	8/19/2014
8,811,962	8/19/2014
8,817,953	8/26/2014
8,817,968	8/26/2014
8,824,454	9/2/2014
8,838,455	9/16/2014
8,831,182	9/9/2014
8,839,311	9/16/2014
8,837,701	9/16/2014
8,837,708	9/16/2014
8,843,388	9/23/2014
8,850,595	9/30/2014
8,847,753	9/30/2014
8,849,671	9/30/2014



PATENT APPLICATIONS OWNED BY WEST CORPORATION

<u>Patent Application No.</u>	<u>Filing Date</u>
14/322,060	7/2/2014
14/322,629	7/2/2014
14/324,943	7/7/2014
14/327,014	7/9/2014
14/330,126	7/14/2014
14/448,838	7/31/2014
14/453,159	8/6/2014
14/456,634	8/11/2014
14/462,107	8/18/2014
14/470/457	8/27/2014
14/473,134	8/29/2014
14/476,801	9/4/2014
14/480,857	9/9/2014
14/482,322	9/10/2014
14/485,860	9/15/2014
14/493,047	9/22/2014
14/493,844	9/23/2014
14/495,969	9/25/2014