

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3435825

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT FIRST LIEN
CONVEYING PARTY DATA	
Name	Execution Date
LANGUAGE LINE SERVICE HOLDINGS, INC.	07/07/2015
LANGUAGE LINE HOLDINGS II, INC.	07/07/2015
TELE-INTERPRETERS LLC	07/07/2015
LANGUAGE LINE ON-SITE INTERPRETING LLC	07/07/2015
LINGO SYSTEMS, LLC	07/07/2015
LANGUAGE LINE SERVICES, INC.	07/07/2015
PACIFIC INTERPRETERS INCORPORATED	07/07/2015
PACIFIC CALL CENTER SERVICES, LLC	07/07/2015
ON LINE INTERPRETERS, INC.	07/07/2015
LANGUAGE LINE COSTA RICA, LLC	07/07/2015
RECEIVING PARTY DATA	
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
Street Address:	ELEVEN MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10028
PROPERTY NUMBERS Total: 17	
Property Type	Number
Patent Number:	8788571
Patent Number:	7376415
Patent Number:	7564963
Patent Number:	8600045
Patent Number:	7792276
Patent Number:	8023626
Patent Number:	7894596
Patent Number:	7593523
Patent Number:	7773738
Patent Number:	7634432
Application Number:	13680583

PATENT

Property Type	Number
Application Number:	11278784
Application Number:	12199696
Application Number:	12493076
Application Number:	12961210
Application Number:	13367233
Application Number:	13438812

CORRESPONDENCE DATA

Fax Number: (800)494-7512

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: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: DWAYNE C. HOUSTON

Address Line 1: 1025 VERMONT AVENUE NW, SUITE 1130

Address Line 2: NATIONAL CORPORATE RESEARCH, LTD.

Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	F157018
NAME OF SUBMITTER:	CHELSEA RODSTROM
SIGNATURE:	/Chelsea Rodstrom/
DATE SIGNED:	07/13/2015

Total Attachments: 7

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of July 7, 2015 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**” and collectively, the “**Grantors**”) in favor of Credit Suisse AG as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantors are party to a First Lien Security Agreement, dated as of July 7, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Patent Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors 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*

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter owned or 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**”); *provided*, that the Patent Collateral shall not include any Excluded Assets:

- (i) (a) all letters patent of the United States or any other jurisdiction, all registrations and recordings thereof, and all applications for letters patent of the United States or any other jurisdiction, including registrations, recordings and pending applications in the United States Patent and Trademark Office (“**USPTO**”), including any of the foregoing listed in Schedule A hereto, and (b) all reissues, continuations, divisions, continuations-in-part, renewals, improvements or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein,

(ii) all additions and improvements to the foregoing, renewals, extensions, supplements and continuations thereof, rights to sue or otherwise recover for any past, present or future infringement or other violation thereof,

(iii) all other rights accruing thereunder or pertaining thereto throughout the world, and

(i) to the extent not otherwise included, all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto.

Section 3. *Security Agreement*

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. *Recordation*

Each Grantor hereby authorizes and requests that the USPTO record this Agreement.

Section 5. *Termination*

This Agreement shall terminate and the lien on and security interest in the Patent Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Patent Collateral granted herein.

Section 6. ***GOVERNING LAW***

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

Section 7. *Counterparts*

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

LANGUAGE LINE SERVICES HOLDINGS, INC,
LANGUAGE LINE HOLDINGS II, INC.
TELE-INTERPRETERS LLC
LANGUAGE LINE ON-SITE INTERPRETING
LLC
LINGO SYSTEMS, LLC
LANGUAGE LINE SERVICES, INC.
PACIFIC INTERPRETERS INCORPORATED
PACIFIC CALL CENTER SERVICES, LLC
ON LINE INTERPRETERS, INC.
LANGUAGE LINE COSTA RICA, LLC
as Grantors

By: 
Name: Michael F. Schmidt
Title: Chief Financial Officer

[Signature Page to the First Lien Patent Security Agreement]

PATENT
REEL: 036100 FRAME: 0295

CREDIT SUISSE AG, Cayman Islands
Branch
as Administrative Agent

By: 

Name: Judith E. Smith

Title: Authorized Signatory

By: 

Name: Sean MacGregor

Title: Authorized Signatory

SCHEDULE A
to
PATENT SECURITY AGREEMENT

US Patent Issuances:

<u>Owner</u>	<u>Patent Title</u>	<u>Patent #</u>	<u>Registration Date</u>
LANGUAGE LINE SERVICES, INC.	Apparatus and method that provide data communication	8788571	7/22/2014
LANGUAGE LINE SERVICES, INC.	System and method for offering portable language interpretation services	7376415	05/20/2008
LANGUAGE LINE SERVICES, INC.	Multi-handset telephone system	7564963	07/21/2009
LANGUAGE LINE SERVICES, INC.	Configuration for antimicrobial multi-handset telephone system	8600045	12/03/2013
LANGUAGE LINE SERVICES, INC.	Language interpretation call transferring in a telecommunications network	7792276	09/07/2010
LANGUAGE LINE SERVICES, INC.	System and method for providing language interpretation	8023626	09/20/2011
LANGUAGE LINE SERVICES, INC.	Systems and methods for providing language interpretation	7894596	02/22/2011
LANGUAGE LINE SERVICES, INC.	System and method for providing incoming call distribution	7593523	09/22/2009
LANGUAGE LINE SERVICES, INC.	System and methods for providing relayed language interpretation	7773738	08/10/2010

<u>Owner</u>	<u>Patent Title</u>	<u>Patent #</u>	<u>Registration Date</u>
LANGUAGE LINE SERVICES, INC.	Systems and methods for providing employee compensation	7634432	12/15/2009

US Patent Applications:

<u>Owner</u>	<u>Patent Application Title</u>	<u>Application #</u>	<u>Application Filing Date</u>
LANGUAGE LINE SERVICES, INC.	Routing of machine language translation to human language translator	13680583	11/19/2012
LANGUAGE LINE SERVICES, INC.	System and method for providing access to language interpretation	11278784	04/05/2006
LANGUAGE LINE SERVICES, INC.	Method and apparatus for language interpreter certification	12199696	08/27/2008
LANGUAGE LINE SERVICES, INC.	Configuration for language interpreter certification	12493076	06/26/2009
LANGUAGE LINE SERVICES, INC.	Predetermined code transmission for language interpretation	12961210	12/06/2010
LANGUAGE LINE SERVICES, INC.	Bridge from machine language interpretation to human language interpretation	13367233	02/06/2012
LANGUAGE LINE SERVICES, INC.	Machine language interpretation assistance for human language interpretation	13438812	04/03/2012
LANGUAGE LINE SERVICES, INC.	Routing of machine language translation to human language translator	13680583	11/19/2012