

Form PTO-1594
(rev 06/04)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U. S. Department of Commerce
Patent and Trademark Office

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)/Execution Date(s):

Wells Fargo Foothill, Inc.
2450 Colorado Avenue
Suite 3000 W
Santa Monica, CA 90404

- Individual(s)
- General Partnership
- Corporation
- Other

Citizenship California
Execution Date(s) June 2, 2005

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Government Interest Assignment
- Other Release of Security Interest in

Trademarks

2. Name and Address of receiving party(ies)

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

Name: Global Tel*Link Corporation

Internal Address: _____

Street Address: 2609 Cameron Street

City: Mobile

State: Alabama

Country: USA Zip: 36607

Association - Citizenship _____

General Partnership - Citizenship _____

Limited Partnership - Citizenship _____

Corporation - Citizenship Delaware

Other _____

Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No.

4. Application number(s) or registration number(s):

A. Trademark Application No(s).

78416809 78416788

B. Trademark Registration No(s).

2448631 2378664

Additional numbers attached? Yes No

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

M. Oren Epstein, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036
Tel: (212) 735-2517
Fax: (917) 777-2517
OE Epstein@skadden.com

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 1.21(h) and 3.41) \$100

All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 217730/01891)

8. Payment Information

Deposit Account No. 19-2385

Authorized user Name: Philip H. Bartels

9. Signature.

Signature

Oren Epstein

Name of Person Signing

June 22, 2005

Date

Total number of pages including cover sheet, and documents:

5

CH \$115.00 192385 78416809

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS ("Release") is given as of this 2nd day of June, 2005, by Wells Fargo Foothill, Inc., a California corporation located at 2450 Colorado Avenue, Suite 3000 W, Santa Monica, CA 90404, in its capacity as agent for the Lender Group and the Bank Product Providers, (together with its successors and assigns in such capacity, the "Assignor"), in favor of Global Tel*Link Corporation, a Delaware corporation, located at 2609 Cameron Street, Mobile, Alabama 36607 ("Assignee"), as follows:

WHEREAS, Assignee and Assignor, among other parties, entered into, a Credit Agreement, a Security Agreement, and a Trademark Security Agreement, all dated as of January 31, 2005. Capitalized terms used in this Release and not otherwise defined herein shall have the meanings set forth in the Trademark Security Agreement;

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office, at Reel 003030 / Frame 0025;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, Assignee granted to the Assignor, for the benefit of the Lender Group and the Bank Product Providers a continuing first priority security interest in all of such Assignee's right, title and interest in, to and under the following, whether presently existing or thereafter created or acquired:

- (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule 1 hereto;
- (b) all modifications, reissues, continuations, extensions, and renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Assignee against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

WHEREAS, Assignee has satisfied its obligations under the Credit Agreement, Security Agreement, and Trademark Security Agreement, and Assignor desires to release its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby releases its security

interest in the Trademark Collateral and reassigns any and all interest that it may have therein to Assignee.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this Release to be duly executed by a duly authorized officer as of the date above first written.

ASSIGNOR:

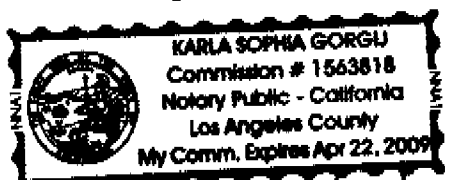
Wells Fargo Foothill, Inc.

By: *Larissa Megardichian*
Name: Larissa Megardichian
Title: Vice President

STATE OF) CALIFORNIA
) SS.
COUNTY OF) LOS ANGELES

I, a notary public, in and for the county and state aforesaid, do hereby certify that LARISSA MEGARDICHIAN personally known to me to be the _____ of Wells Fargo Foothill, Inc., appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him/her by the board of directors of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 1st day of JUNE, 2005.



[Signature]

Notary Public

My commission expires: 4/22/09

[Trademark Release]

SCHEDULE 1 TO RELEASE OF SECURITY INTEREST IN TRADEMARKS

Trademark Registrations/Applications

Mark	Reg. No (App. No.)	Reg. Date (App. Date)
LAZERPHONE (Stylized Letters)	2,448,631	5/8/2001
LAZERVOICE (Stylized Letters)	2,378,664	8/22/2000
ADVANCE PAY (Stylized Letters)	(78/416,809)	(5/11/2004)
GTL and Design	(78/416,788)	(5/11/2004)

Trade Names

Global Tel*Link; LazerPhone; LazerVoice; Advance Pay; GTL Stylized; Guardian; Series II;
Keep in Touch Prepaid Vouchers; LazerPrint; LazerSpeak; LazerSpy; LazerWeb