

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Global Tel*Link Corporation		02/03/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse, Cayman Islands Branch		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3454990	LAZERPHONE	
Registration Number:	3463745	THE NEXT GENERATION OF CORRECTIONAL TELECOMMUNICATIONS	
Registration Number:	3534776	GANG MANAGER	
Serial Number:	77372406	CELL SNITCH	
CORRESPONDENCE DATA			
Fax Number:	(917)777-4104		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212)735-3000		
Email:	kellie.weilbrenner@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom		
Address Line 1:	Four Times Square		
Address Line 2:	Attn: Oren Epstein, Esq.		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	217730/2188		

CH \$115.00 3454990

NAME OF SUBMITTER:	Oren Epstein
Signature:	/oe/
Date:	02/03/2009
Total Attachments: 5 source=Trademark SA Supp#page1.tif source=Trademark SA Supp#page2.tif source=Trademark SA Supp#page3.tif source=Trademark SA Supp#page4.tif source=Trademark SA Supp#page5.tif	

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 3, 2009, is entered into by and between Global Tel*Link Corporation, a Delaware corporation located at 2609 Cameron Street, Mobile, Alabama 36607 (the "Grantor") and Credit Suisse, 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 February 14, 2007, among the Assignee, the Grantor 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 February 14, 2007, among GTEL Holdings, Inc., Global Tel*Link Corporation and certain Lenders and agents party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Trademark Security Agreement, between Grantor and Assignee, dated February 14, 2007 (the "Original Trademark Security Agreement"), Grantor granted a security interest to the Assignee in certain Collateral, including certain Trademarks, pursuant to the Guarantee and Collateral Agreement.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor is granting a security interest to the Assignee in certain Collateral, including the Trademarks set forth on Schedule A hereto, as a supplement to the security interest granted pursuant to the Original Trademark Security 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 Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Grantor hereby grants to Assignee a security interest in all of Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (ii) the right to obtain all renewals thereof.

(b) The Trademarks shall not include any "intent-to-use" trademark or service mark application filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051,

prior to the filing and acceptance under Section 1(c) or 1(d) of the Lanham Act of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, to the extent, if any, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that might issue from such intent-to-use application under applicable federal law.

(c) Schedule A hereto contains a true and accurate list of all of Grantor's United States applications and registrations for the Trademarks.

(d) The security interest granted hereby is granted 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, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement in the name of and on behalf of Grantor without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademark owned or subsequently acquired by Grantor. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts


This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[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.

GRANTOR:

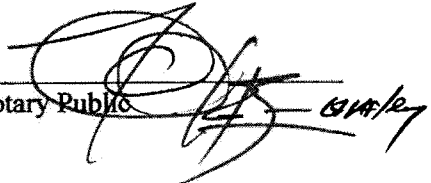
GLOBAL TEL*LINK CORPORATION

By: 
Name: Brian D. Oliver
Title: CEO

STATE OF) Virginia
) SS.
COUNTY OF) Fairfax

I, a notary public, in and for the county and state aforesaid, do hereby certify that Brian D. Oliver personally known to me to be the CEO of Global Tel*Link Corporation, 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 2 day of Feb., 2009.

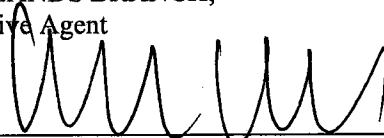

Notary Public

My commission expires: 10-31-2012

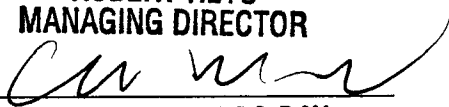
**THERESE ANN EASLEY
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
NOTARY REGISTRATION NUMBER: 7172668
MY COMMISSION EXPIRES OCTOBER 31, 2012**

ASSIGNEE:

CREDIT SUISSE,
CAYMAN ISLANDS BRANCH,
as Administrative Agent

By: 

Name: **ROBERT HETU**
Title: **MANAGING DIRECTOR**

By: 

Name: **CHRISTOPHER REO DAY**
Title: **ASSOCIATE**

Schedule A to SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

GLOBAL TEL*LINK CORPORATION TRADEMARKS

Trademark	Registration No. (App. No.)	Registration Date (App. Date)	Status
LAZERPHONE	3,454,990	06/24/2008	Registered
THE NEXT GENERATION OF CORRECTIONAL TELECOMMUNICATIONS	3,463,745	07/08/2008	Registered
GANG MANAGER	3,534,776	11/18/2008	Registered
CELL SNITCH	(77-372,406)	(01/15/2008)	Pending