

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest in Trademarks

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch		11/10/2010	Bank: SWITZERLAND

**RECEIVING PARTY DATA**

<b>Name:</b>	DSI-ITI, LLC
<b>Street Address:</b>	107 St. Francis Street, 33rd Floor
<b>City:</b>	Mobile
<b>State/Country:</b>	ALABAMA
<b>Postal Code:</b>	36602
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	3077760	POWERED BY: EVOLUTION
Registration Number:	3664643	MAP IQ
Registration Number:	3596362	MAIL IQ
Registration Number:	3581573	INMATE IQ
Registration Number:	3459229	CALL IQ
Serial Number:	77741264	PREA
Serial Number:	77791131	OFFENDERCONNECT
Serial Number:	77501410	EZ DEPOSIT KIOSK
Serial Number:	77923351	CALL-TRACK
Serial Number:	77688050	CALL TRACK

**CORRESPONDENCE DATA**

Fax Number: (917)777-4104  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**900187048**

**TRADEMARK  
 REEL: 004502 FRAME: 0118**

**CH \$265.00 3077760**

Phone: 212-735-3000  
Email: robert.wise@skadden.com  
Correspondent Name: Skadden Arps Slate Meagher & Flom LLP  
Address Line 1: 4 Times Square  
Address Line 2: Rebecca Silberberg  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	217730/2188
NAME OF SUBMITTER:	Rebecca Silberberg
Signature:	/Rebecca Silberberg/
Date:	03/21/2011

**Total Attachments: 5**

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## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS ("Release"), dated as of November 10, 2010, is entered into by and between Credit Suisse AG, Cayman Islands Branch, a Swiss bank located at Eleven Madison Avenue, New York, New York 10010, as Administrative Agent ("Assignor"), in favor of DSI-ITI, LLC, a Delaware limited liability company located at 107 St. Francis Street, 33rd Floor, Mobile, AL 36602 ("Assignee").

Unless otherwise defined herein, terms defined in the Credit Agreement (defined below) or the Guarantee and Collateral Agreement (defined below) and used herein shall have the meanings given to them in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, dated as of March 2, 2010, among the Assignor 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 March 2, 2010, among GTEL Holdings, Inc., Global Tel\*Link Corporation ("Borrower"), and certain Lenders and agents party thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Borrower had granted a security interest to the Assignor in certain Collateral, including trademarks under that certain Trademark Security Agreement dated March 2, 2010, recorded with the United States Patent and Trademark Office on March 8, 2010 at Reel 4163, Frame 0516;

WHEREAS, pursuant to that certain Assumption Agreement, dated as of March 23, 2010, Assignee became a party to the Guarantee and Collateral Agreement;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Assignee granted a security interest to the Assignor in certain Collateral, including the Trademarks (defined below) set forth on Schedule A hereto (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement, dated June 16, 2010, was recorded with the United States Patent and Trademark Office on July 1, 2010 at Reel 4235, Frame 0353.

WHEREAS, pursuant to the Guarantee and Collateral Agreement and the Trademark Security Agreement, Assignee granted to Assignor, for the ratable benefit of the Secured Parties, a security interest in, all of the following property then owned or at any time thereafter acquired by such Assignee or in which such Assignee then had or at any time in the future may have acquired any right, title or interest (collectively, the "Trademarks"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Assignee's Obligations:

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source identifiers, and all goodwill associated therewith then existing or thereafter 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, and all common-law rights related thereto, including without limitation, any of the foregoing referred to on Schedule A thereto, and (ii) the right to obtain all renewals thereof; and

WHEREAS, Assignor and Assignee desire that Assignor terminate and release the security interest on all of Assignee's right, title and interest in, to and under the Trademarks granted pursuant to the Guarantee and Collateral Agreement and Trademark Security Agreement.

NOW, THEREFORE, in consideration of the above premises, the parties hereto hereby agree as follows:

Assignor hereby releases and discharges its security interest in all of Assignee's right, title and interest in and to the Trademarks, including but not limited to the Trademarks listed on Schedule A hereto, and reassigns and transfers any and all interest that Assignor may have in the Trademarks to Assignee.

Assignor hereby authorizes Assignee or Assignee's authorized representative to (i) file this Release with the United States Patent and Trademark Office, (ii) file Form UCC-3 Termination Statements or such other forms as may be necessary or appropriate to implement the Order and the Plan to memorialize the release of any security interest of Assignor in the Trademarks, and/or (iii) otherwise file this Release in the applicable governmental office or agency.

Assignor further agrees to execute and deliver to Assignee any and all further documents and instruments, and do any and all further acts which Assignee (or its agents or designees) reasonably request (at Assignee's sole cost and expense) in order to confirm this Release and Assignee's right, title, and interest in or to the Trademarks.

THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this RELEASE OF SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered as of the date first above written.

ASSIGNOR:

CREDIT SUISSE, CAYMAN ISLANDS  
BRANCH, as Administrative Agent

By: \_\_\_\_\_

Name:  Shahen Malik  
Title: Vice President

 KEVIN BUDDHDEW  
ASSOCIATE

[Release of Security Interest in Trademarks (DSI-ITI, LLC)]

TRADEMARK  
REEL: 004502 FRAME: 0122

Schedule A

1. Trademarks

Trademark Serial Number or Registration Number	Filing Date	Registration Date	Mark
Ser. No. 77741264	May 20, 2009	Pending	Trademark: PREA
Ser. No. 77791131	July 28, 2009	Pending	Service Mark: OFFENDERCONNECT
Ser. No. 77501410	June 18, 2008	Pending	Trademark: EZ DEPOSIT KIOSK
Reg. No. 3077760	September 23, 2004	April 4, 2006	Powered By: Evolution
Reg. No. 3664643	April 24, 2008	August 4, 2009	Trademark: MAP IQ
Reg. No. 3596362	April 24, 2008	March 24, 2009	Trademark: MAIL IQ
Reg. No. 3581573	April 24, 2008	February 24, 2009	Trademark: INMATE IQ
Reg. No. 3459229	April 25, 2008	July 1, 2008	Trademark: CALL IQ
Ser. No. 77923351	January 29, 2010	Pending	Trademark: CALL TRACK
Reg. No. 77688050	March 11, 2009	N/A	Trademark: CALL TRACK (currently registered, but replaced by Registration Number 77923351)

2. Domain Names

- call-track.net
- dsicdi.com
- dsicdiiti.com
- dsiiiti.com
- inmatebanker.com
- inmatetelephone.com
- offenderconnect.com
- portal-dsiiiiti.com