

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sorenson Communications, Inc.		03/15/2013	CORPORATION: UTAH
SCI Holdings, Inc.		03/15/2013	CORPORATION: DELAWARE
Allied Communications, Inc.		03/15/2013	CORPORATION: UTAH
CaptionCall, LLC		03/15/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	60 Livingston Avenue
Internal Address:	EP-MN-WS3C
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55107-2292
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	4140422	CAPTIONCALL
Registration Number:	3525999	CAPTIONCALL
Registration Number:	3920903	
Registration Number:	3899029	DIRECT VP
Registration Number:	4254616	DKN DEAF KIDS NETWORK
Registration Number:	3809683	EMPOWERING INTERPRETERS AND EDUCATORS
Registration Number:	3932140	LIFE IS CALLING
Registration Number:	4151213	MYRUMBLE
Registration Number:	3944908	MYSORENSON
Registration Number:	4019951	NTOUCH

CH \$390.00 4140422

Registration Number:	2636357	S
Registration Number:	3218106	SIPRELAY
Registration Number:	4207186	SN SIGNETWORK
Registration Number:	3426927	SORENSEN IP RELAY
Registration Number:	4019952	YOUR WORLD IN TOUCH

CORRESPONDENCE DATA

Fax Number: 3128622200

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-862-6371

Email: renee.prescan@kirkland.com

Correspondent Name: Renee Prescan

Address Line 1: 300 North LaSalle Street

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:

10519-9 RMP

NAME OF SUBMITTER:

Renee M. Prescan

Signature:

/Renee M. Prescan/

Date:

03/19/2013

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT**, dated as of March 15, 2013 (as amended, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by each of the signatories hereto (collectively, the “**Grantors**”) in favor of **U.S. BANK NATIONAL ASSOCIATION**, as Collateral Agent for the Secured Parties (in such capacity, the “Collateral Agent”) (as defined in the Indenture referred to below).

WHEREAS, reference is made to that certain Indenture, dated as of January 22, 2010 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Indenture**”), by and among **SORENSEN COMMUNICATIONS, INC.**, a Utah corporation (along with its permitted successors and assigns, the “**Company**”), **SCI HOLDINGS, INC.**, a Delaware corporation (along with its permitted successors and assigns, “**Holdings**”) and **CERTAIN SUBSIDIARIES OF HOLDINGS**, as Guarantors, **U.S. BANK NATIONAL ASSOCIATION**, as trustee (in such capacity, together with its permitted successors and assigns, the “**Trustee**”) and the Collateral Agent.

WHEREAS, in order to secure the Secured Obligations under the Indenture and the other Note Documents, the Grantors have executed and delivered that certain Second Lien Pledge and Security Agreement, dated as of January 22, 2010, by the Company, Holdings and certain Subsidiaries of Holdings, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the “**Pledge and Security Agreement**”).

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in Pledge and Security Agreement, and, if not therein defined, in the Indenture.

SECTION 2. Grant of Security. (a) Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following owned by Grantor, in each case whether now owned or existing or hereafter acquired or arising and wherever located (the “**Trademark Collateral**”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Secured Obligations:

all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like

nature, all United States registrations and applications for any of the foregoing including, but not limited to: (A) the United States registrations and applications referred to in Schedule 1 attached hereto (as such schedule may be amended or supplemented from time to time), (B) all extensions or renewals of any of the foregoing, (C) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (D) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (E) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

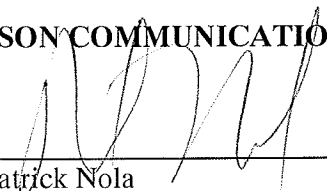
(b) Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted hereunder attach to any Excluded Property or any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, 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 issues from such intent-to-use application under applicable federal law.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement. SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. SECTION 5. Governing Law. This Trademark Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York. SECTION 6. Conflict Provision. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Indenture. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Indenture, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are in conflict with the Pledge and Security Agreement or the Second Lien Notes Indenture, the provisions of the Pledge and Security Agreement or the Indenture shall govern. SECTION 7. Termination and Release. This Trademark Security Agreement shall automatically terminate and the lien on and security interest in the Trademark Collateral shall be automatically released upon the payment and performance in full of the Secured Obligations (other than any outstanding indemnification obligations) in accordance with Sections 8.22 and 9 of the Pledge and Security Agreement. Upon the termination of this Trademark Security Agreement, the Collateral Agent shall, at the Grantors’ expense, execute and deliver all documents, or otherwise authorize the filing of such documents to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein as the Grantor shall reasonably request, in each case in form and substance reasonably acceptable to the Collateral Agent.

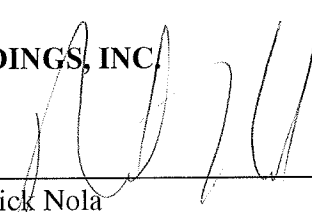
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IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

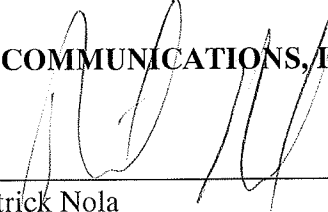
SORENSEN COMMUNICATIONS, INC.

By: 
Name: Patrick Nola
Title: Chief Executive Officer

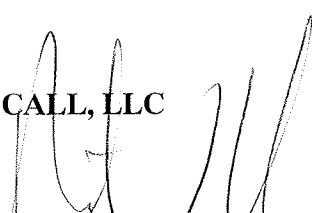
SCI HOLDINGS, INC.

By: 
Name: Patrick Nola
Title: Chief Executive Officer

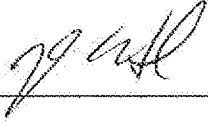
ALLIED COMMUNICATIONS, INC.

By: 
Name: Patrick Nola
Title: President and Chief Executive Officer

CAPTIONCALL, LLC

By: 
Name: Patrick Nola
Title: President and Chief Executive Officer





U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: _____
Title: Joshua A. Hahn
Assistant Vice President

[Trademark Security Agreement]

Schedule 1

United States Registered Trademarks and Trademark Applications

Trademark	Application No.	Registration No.	Status	Owner Name
CAPTIONCALL	77878980	4140422	Registered	CaptionCall, LLC
CAPTIONCALL	77092309	3525999	Registered	CaptionCall, LLC
Design Only 	77875706	3920903	Registered	CaptionCall, LLC
DIRECT VP	77924383	3899029	Registered	Sorenson Communications, Inc.
DKN DEAF KIDS NETWORK 	85282050	4254616	Registered	Sorenson Communications, Inc.
EMPOWERING INTERPRETERS AND EDUCATORS	77817940	3809683	Registered	Sorenson Communications, Inc.
LIFE IS CALLING	77875712	3932140	Registered	Sorenson Communications, Inc.
MYRUMBLE	85250667	4151213	Registered	Sorenson Communications, Inc.
MYSORENSEN	77660407	3944908	Registered	Sorenson Communications, Inc.
NTOUCH	77772085	4019951	Registered	Sorenson Communications, Inc.
S 	76016541	2636357	Renewed	Sorenson Communications, Inc.
SIPRELAY	78919844	3218106	Registered	CaptionCall, LLC
SN SIGNETWORK 	85332042	4207186	Registered	Sorenson Communications, Inc.
SORENSEN IP RELAY	78919678	3426927	Registered	CaptionCall, LLC
YOUR WORLD IN TOUCH	77773108	4019952	Registered	Sorenson Communications, Inc.