3H \$1590.00 345

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM500734

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GLOBAL TEL*LINK CORPORATION		11/29/2018	Corporation: IDAHO
DSI-ITI, Inc.		11/29/2018	Corporation: IDAHO
PUBLIC COMMUNICATIONS SERVICES, INC.		11/29/2018	Corporation: IDAHO
TOUCHPAY HOLDINGS, LLC		11/29/2018	Limited Liability Company: TEXAS
RENOVO SOFTWARE, INC.		11/29/2018	Corporation: MINNESOTA
TELMATE, LLC		11/29/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH		
Street Address:	Eleven Madison Avenue		
Internal Address:	8th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		

PROPERTY NUMBERS Total: 63

Property Type	Number	Word Mark		
Registration Number:	3459229	CALL IQ		
Registration Number:	3770529	OFFENDERCONNECT		
Registration Number:	3077760	POWERED BY: EVOLUTION		
Registration Number:	3782640	PREA		
Registration Number:	3151704	ADVANCEPAY		
Registration Number:	3977084	DSI ITI		
Registration Number:	3966147	DSI-ITI		
Registration Number:	3315466	GLOBAL TEL*LINK		
Registration Number:	3315465	GLOBAL TEL*LINK		
Registration Number:	3315464	GLOBAL TEL*LINK		
Registration Number:	3154837	GTL		
	•	TRADEMARK		

900476535 REEL: 006540 FRAME: 0975

Registration Number:3782532LAZERNRegistration Number:3782531LAZERNRegistration Number:2448631LAZERNRegistration Number:3615390LAZERNRegistration Number:3503291PAY2TA	PHONE VEB		
Registration Number:2448631LAZERFRegistration Number:3615390LAZERF	PHONE VEB LK		
Registration Number: 3615390 LAZERV	VEB LK		
	ıLK		
Registration Number: 3503291 PAY2TA			
	ADDED COMMUNICATIONS		
Registration Number: 4308705 VALUE-			
Registration Number: 4298242 VAC			
Registration Number: 4298197 VAC			
Registration Number: 4298058 VAC			
Registration Number: 4298245 VAC			
Registration Number: 4178234 TECHNO	DLOGY INCENTIVE PROGRAM (T.I.P.)		
Registration Number:4189357TIP			
Registration Number:4157005TIP CEF	RTIFIED		
Registration Number:4134947T.I.P.			
Registration Number:4162042CONNE	CTNETWORK		
Registration Number:4162041CONNE	CTNETWORK		
Registration Number:4703854CONNE	CTNETWORK		
Registration Number:4720218CONNE	CTNETWORK		
Registration Number: 4449101 GTL DA	GTL DATA IQ PHONE CALLS VISITATIONS MONE		
Registration Number:4364387EXPRES	EXPRESSRELEASE		
Registration Number:4434847TOUCH	TOUCHPAY		
Registration Number:4334176TP	TP		
Registration Number:3745698TOUCH	TOUCHPAY		
Registration Number:4172795VISPAY			
Registration Number:4133107VISANY	WHERE		
Registration Number:4100863RENOVer	O SOFTWARE		
Registration Number: 4286498 GETTIN	G OUT		
Registration Number:4070189TELMAT	E		
Registration Number:4487811TELMAT	E SIMPLIFYING INMATE COMMUNICATION		
Registration Number: 4481227 GETTIN	GOUT		
Registration Number:4709065TELMAT	E		
Registration Number:4761474GETTIN	G OUT		
Registration Number:4783266TELMAT	TELMATE GUARDIAN		
Registration Number: 4682217			
Registration Number: 4783510 G			
	RENOVO SOFTWARE		
	ST2CALL		
Registration Number: 5180135 VISITME			

Property Type	Number	Word Mark		
Registration Number:	5070954	INSPIRE		
Registration Number:	4968696	LOCATION IQ		
Registration Number:	4968695	VOICE IQ		
Registration Number:	5058835	GTL FINANCIAL SERVICES		
Registration Number:	4915085	FLEX		
Registration Number:	4906146	WALK-IN RETAIL		
Registration Number:	4842375	GTL VIRTUAL RECEPTIONIST		
Registration Number:	4749402	PHONE IQ		
Registration Number:	4664903	CALLED PARTY IQ		
Registration Number:	4732950	SMARTPRISON		
Registration Number:	4607350	THE CORRECTIONS INNOVATION LEADER		
Registration Number:	4611419	GTL		
Registration Number:	4590401	GTL		
Registration Number:	4528367	CALL IQ INTELLIGENT SEARCH		

CORRESPONDENCE DATA

Fax Number: 2127352000

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: 212-735-2811

Email: mribando@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: Four Times Square
Address Line 2: Monique L. Ribando

Address Line 4: NEW YORK, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	217730/2188
NAME OF SUBMITTER:	Jenna S. Cantor
SIGNATURE:	/Jenna S. Cantor/
DATE SIGNED:	12/05/2018

Total Attachments: 10

source=GTEL 2018 Second Lien Trademark Security Agreement#page1.tif source=GTEL 2018 Second Lien Trademark Security Agreement#page2.tif source=GTEL 2018 Second Lien Trademark Security Agreement#page3.tif source=GTEL 2018 Second Lien Trademark Security Agreement#page4.tif source=GTEL 2018 Second Lien Trademark Security Agreement#page5.tif source=GTEL 2018 Second Lien Trademark Security Agreement#page6.tif source=GTEL 2018 Second Lien Trademark Security Agreement#page7.tif source=GTEL 2018 Second Lien Trademark Security Agreement#page8.tif source=GTEL 2018 Second Lien Trademark Security Agreement#page9.tif source=GTEL 2018 Second Lien Trademark Security Agreement#page9.tif source=GTEL 2018 Second Lien Trademark Security Agreement#page10.tif

TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

This TRADEMARK SECURITY AGREEMENT (SECOND LIEN) (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of November 29, 2018, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors", and each individually, a "Grantor") in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, a Swiss bank located at Eleven Madison, New York, New York 10010 (the "Assignee"), as Administrative Agent pursuant to that certain Second Lien Guarantee and Collateral Agreement, dated as of November 29, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Guarantee and Collateral Agreement") made by the Grantors and each Subsidiary of the Borrower from time to time party thereto in favor of the Assignee, as Administrative Agent and pursuant to that certain Second Lien Credit Agreement, dated as of November 29, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), by and among GTEL Holdings, Inc., a Delaware corporation ("Holdings"), GLOBAL TEL*LINK CORPORATION, an Idaho corporation, as the borrower (the "Borrower"), the Assignee, as Administrative Agent and the certain banks, financial institutions and other entities from time to time party thereto as lenders.

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

WHEREAS, Holdings and the Borrower are members of an affiliated group of companies that includes each other Grantor;

WHEREAS, the proceeds of the extensions of credit under the Second Lien Credit Agreement will be used in part to enable the Borrower to make valuable transfers to one or more of the other Grantors in connection with the operation of their respective businesses;

WHEREAS, certain of the Qualified Counterparties may enter into Specified Swap Agreements with the Borrower;

WHEREAS, Holdings, the Borrower and the other Grantors are engaged in related businesses, and each such Grantor derives substantial direct and indirect benefits from the extensions of credit under the Second Lien Credit Agreement and from the Specified Swap Agreements; and

WHEREAS, pursuant to the Second Lien Guarantee and Collateral Agreement, the Grantors are granting a security interest to the Assignee, in its capacity as Administrative Agent for the ratable benefit of the Secured Parties, in certain Collateral, including the Trademarks set forth on Schedule A hereto.

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

1. <u>Grant of Security Interest</u>

(a) Each Grantor hereby grants to Assignee, for the ratable benefit of the Secured Parties, a security interest in, all of the following assets and property, in each case,

wherever located and now owned or at any time hereafter 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 "<u>Trademark Collateral</u>"), 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 Obligations:

(i) all Trademarks (including the goodwill of the business connected with the use thereof, and symbolized thereby) of such Grantor, including, without limitation, those registered and applied for Trademarks of such Grantor listed on <u>Schedule A</u> hereto; and

(ii) to the extent not otherwise included, all Proceeds of any and all of the foregoing;

provided that, notwithstanding any other provision set forth herein, this Agreement (including without limitation, this Section 1) shall not, at any time, constitute a grant of a security interest in any United States intent-to-use trademark or service mark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under Federal law; provided, however, that, after such period, each Grantor acknowledges that such interest in such trademark or service mark application shall automatically be subject to a security interest in favor of the Assignee and shall be included in the Collateral.

- (b) <u>Schedule A</u> hereto contains a true and accurate list of each Grantor's United States applications and registrations for the Trademarks.
- (c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Second Lien 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 Second Lien Guarantee and Collateral Agreement (which are 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 Second Lien 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 Second Lien Guarantee and Collateral Agreement, the provisions of the Second Lien 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 Second Lien Credit Agreement. Notwithstanding the foregoing, each Grantor authorizes the Assignee, upon notice to such Grantor, to modify this Agreement in the name of and on behalf of such Grantor without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment or supplement of Schedule A hereto, to add any right, title or interest in any Trademark owned or subsequently acquired by such Grantor. Each Grantor additionally agrees to execute and deliver any additional agreement or amendment or supplement hereto as may be reasonably requested 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 Second Lien Guarantee and Collateral Agreement.

3. Applicable Law

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

4. Recordation

Each Grantor authorizes and requests that the Commissioner for Trademarks and any other government officials record and register this Agreement upon request by the Assignee.

5. <u>Counterparts</u>

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement or any document or instrument delivered in connection herewith by facsimile transmission or other electronic image scan transmission (e.g., PDF) shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable.

[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.

GRANTORS:

GLOBAL TEL*LINK CORPORATION

By:	*****	and the	Constitution	The state of the s
	Name:	John	Pitsenberg	er

Title: Chief Financial Officer and Treasurer

DSI	-ITI, IN	C.		
Ву:				
.*	Name:	Daniel Burgess	,	
	Title:	President		

PUBLIC COMMUNICATIONS SERVICES, INC.

By:	-1115 Parente	Company of the Compan	. a	***************************************	 *
•					

Name: John Pitsenberger

Title: Chief Financial Officer and Treasurer

TOUCHPAY HOLDINGS, LLC

By:

Name: Daniel Burgess Title: President

RENOVO SOFTWARE, INC.

Name: John Pitsenberger

Title: Chief Financial Officer and Treasurer

[Signature Page to Second Lien Trademark Security Agreement]

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

<u>GRANTORS</u> ;
GLOBAL TEL*LINK CORPORATION
By:Name: John Pitsenberger Title: Chief Financial Officer and Treasurer
DSI-ITI, INC. By: Daniel Burgess Title: President
PUBLIC COMMUNICATIONS SERVICES, INC. By: Name: John Pitsenberger Title: Chief Financial Officer and Treasurer
By: Name: Daniel Burgess Title: President
RENOVO SOFTWARE, INC. By: Name: John Pitsenberger
Title: Chief Financial Officer and Treasurer

[Signature Page to Second Lien Trademark Security Agreement]

TELMATE, LLC

By:

Name: John Pitsenberger

Title: Chief Financial Officer and Treasurer

[Signature Page to Second Lien Trademark Security Agreement]

ASSIGNEE:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,

as Assignee

By:

Name: Vipul Dhadda

Title: Authorized Signatory

By:

Name D. Andrew Maletta Title: Authorized Signatory

Schedule A

UNITED STATES TRADEMARKS

Jurisdiction	Trademark	Reg No.	Reg Date	Owner
		(App. No.)	(App. Date)	
US	CALL IQ	3,459,229	7/11/2008	DSI-ITI, Inc.
US	OFFENDERCONNECT	3,770,529	4/6/2010	DSI-ITI, Inc.
US	POWERED BY: EVOLUTION	3,077,760	4/4/2006	DSI-ITI, Inc.
US	PREA	3,782,640	4/27/2010	DSI-ITI, Inc.
US	ADVANCE PAY	3,151,704	10/3/2006	Global Tel*Link Corporation
US		3,977,084	6/14/2011	Global Tel*Link Corporation
US	DSI-ITI	3,966,147	5/24/2011	Global Tel*Link Corporation
US	GLOBAL TEL*LINK	3,315,466	10/23/2007	Global Tel*Link Corporation
US	GLOBAL TEL*LINK	3,315,465	10/23/2007	Global Tel*Link Corporation
US	GLOBAL TEL*LINK	3,315,464	10/23/2007	Global Tel*Link Corporation
US	GTE	3,154,837	10/10/2006	Global Tel*Link Corporation
US	LAZERNET	3,782,532	4/27/2010	Global Tel*Link Corporation
US	LAZERNET	3,782,531	4/27/2010	Global Tel*Link Corporation
US	LAZERPHONE	2,448,631	5/8/2001	Global Tel*Link Corporation
US	LAZERWEB	3,615,390	5/5/2009	Global Tel*Link Corporation
US	PAY2TALK	3,503,291	9/16/2008	Public Communications Services, Inc.
US	VALUE-ADDED COMMUNICATIONS	4,308,705	3/26/2013	Global Tel*Link Corporation
US	VAC	4,298,242	3/5/2013	Global Tel*Link Corporation
US	VAC	4,298,197	3/5/2013	Global Tel*Link Corporation
US	VAC	4,298,058	3/5/2013	Global Tel*Link Corporation
US	VAC	4,298,245	3/5/2013	Global Tel*Link Corporation
US	TECHNOLOGY INCENTIVE PROGRAM (T.I.P.)	4,178,234	7/24/2012	Global Tel*Link Corporation
US		4,189,357	8/14/2012	Global Tel*Link Corporation
US		4,157,005	6/12/2012	Global Tel*Link Corporation

Jurisdiction	Teadamark	Reg No.	Reg Date	Owner
Junisuichon	Hademark	(App. No.)	(App. Date)	Owner
US	T.I.P.	4,134,947	5/1/2012	Global Tel*Link Corporation
US	CONNECTNETWORK	4,162,042	6/19/2012	Global Tel*Link Corporation
US	CONNECTNETWORK	4,162,041	6/19/2012	Global Tel*Link Corporation
US	CONNECTNETWORK	4,703,854	3/17/2015	Global Tel*Link Corporation
US	CONNECTNETWORK	4,720,218	4/14/2015	Global Tel*Link Corporation
US		4,449,101	12/10/2013	Global Tel*Link Corporation
	GTI DATA IQ	1,112,101	12/10/2013	Ciobal Tel Zink Corporation
US	EXPRESSRELEASE	4,364,387	7/9/2013	Global Tel*Link Corporation
US	*TouchPay	4,434,847	11/19/2013	TouchPay Holdings, LLC
US		4,334,176	05/14/2013	TouchPay Holdings, LLC
US	TOUCHPAY	3,745,698	2/9/2010	TouchPay Holdings, LLC
US	VisPay	4,172,795	7/10/2012	Renovo Software, Inc.
US	VisAnywhere	4,133,107	4/24/2012	Renovo Software, Inc.
US	Renovo Software	4,100,863	2/21/2012	Renovo Software, Inc.
US	GETTING OUT	4,286,498	2/5/2013	Telmate, LLC
US	TELMATE	4,070,189	12/13/2011	Telmate, LLC
US	TELMATE SIMPLIFYING INMATE COMMUNICATIONS and Design	4,487,811	2/25/2014	Telmate, LLC
US	GETTING OUT and Design	4,481,227	2/11/2014	Telmate, LLC
US	TELMATE and Design	4,709,065	3/24/2015	Telmate, LLC
US	GETTING OUT and Design	4,761,474	6/23/2015	Telmate, LLC
US	TELMATE GUARDIAN	4,783,266	7/28/2015	Telmate, LLC
US		4,682,217	2/3/2015	Telmate, LLC
US	G and Design	4,783,510	7/28/2015	Telmate, LLC
US	Renovo Software	5,451,470	4/24/2018	Renovo Software, Inc.
US	REQUEST2CALL	5,557,552	9/4/2018	Global Tel*Link Corporation
US	VISITME	5,180,135	4/11/2017	Global Tel*Link Corporation
US	INSPIRE	5,070,954	11/1/2016	Global Tel*Link Corporation
US	LOCATION IQ	4,968,696	5/31/2016	Global Tel*Link Corporation
US	VOICE IQ	4,968,695	5/31/2016	Global Tel*Link Corporation
US	GTL FINANCIAL SERVICES	5,058,835	10/11/2016	TouchPay Holdings, LLC
US	FLEX	4,915,085	3/8/2016	Global Tel*Link Corporation

Jurisdiction		Reg No. (App. No.)	Reg Date (App. Date)	Owner
US	GTL VIRTUAL RECEPTIONIST	4,842,375	10/27/2015	Clobal Tal*Link Corneration
US	PHONE IQ		6/2/2015	Global Tel*Link Corporation
US		4,749,402		Global Tel*Link Corporation
	CALLED PARTY IQ	4,664,903	12/30/2014	Global Tel*Link Corporation
US	SMARTPRISON	4,732,950	5/5/2015	Global Tel*Link Corporation
US	THE CORRECTIONS INNOVATION LEADER	4,607,350	9/16/2014	Global Tel*Link Corporation
US		4,611,419	9/23/2014	Global Tel*Link Corporation
US		4,590,401	8/19/2014	Global Tel*Link Corporation
US	CALL IG	4,528,367	5/13/2014	Global Tel*Link Corporation

1237848.04-NYCSR01A - MSW

RECORDED: 12/05/2018