

07-15-2004



Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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TRADEMARKS ONLYU.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Language Line, LLC and Envok, LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other LLC - Delaware

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 06/11/2004

2. Name and address of receiving party(ies)

Name: Merrill Lynch Capital Corporation,

Internal

Address: as Administrative AgentStreet Address: 250 Vesey St., 4 World Fin.CtrCity: New York State: NY Zip: 10080

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

A. Trademark Application No.(s) _____

NONEB. Trademark Registration No.(s) 1,750,841 and
add'l trademarks listed on Schedule 1Additional number(s) attached ☒ Yes ☐ No

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

Name: Tina Qualls

Internal Address: _____

Corporation Service CompanyStreet Address: 1133 Avenue of theAmericasCity: New York State: NY Zip: 10036

6. Total number of applications and registrations involved: _____

14

7. Total fee (37 CFR 3.41).....\$ 365.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature

07/14/2004 HSEALC 00000107 1750841

01 FC:8521
02 FC:8522

Maureen P. Murphy

Name of Person Signing

40.00 OP
325.00 OP

Maureen P. Murphy

Signature

July 2, 2004

Date

Total number of pages including cover sheet, attachments, and document: 6Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

07-07-2004

U.S. Patent & TMO/TM Mail Rpt Dt. #11

TRADEMARK
REEL: 003007 FRAME: 0405

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Trademark Applications

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
LANGUAGE LINE, LLC	1,750,841	Your Passport to the Languages of the World
LANGUAGE LINE, LLC	2,747,645	TWO STYLIZED PEOPLE DESIGN
LANGUAGE LINE, LLC	2,395,797	MISCELLANEOUS DESIGN
LANGUAGE LINE, LLC	2,395,796	MISCELLANEOUS DESIGN COLOR
LANGUAGE LINE, LLC	2,592,271	MISCELLANEOUS DESIGN
LANGUAGE LINE, LLC	2,497,780	STYLIZED LANGUAGE LINE
LANGUAGE LINE, LLC	2,511,371	LANGUAGE LINE
LANGUAGE LINE, LLC	2,589,126	LANGUAGE LINE
LANGUAGE LINE, LLC	2,818,333	LANGUAGE LINE UNIVERSITY
LANGUAGE LINE, LLC	2,751,664	LINGUINATOR
LANGUAGE LINE, LLC	2,498,056	LIVE INTERPRETER NOW!
LANGUAGE LINE, LLC	2,498,068	LIVE LANGUAGE NOW!
LANGUAGE LINE, LLC	2,498,055	LIVE TRANSLATOR NOW!
ENVOK, LLC	2282962	ENVOK

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK

Trademark Security Agreement

Trademark Security Agreement, dated as of June 11, 2004, by Language Line, Inc. (the "Borrower") and each Guarantor listed on Schedule II hereto (collectively, the "Original Guarantors," together with the Borrower, the "Pledgors"), in favor of Merrill Lynch Capital Corporation, in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, Pledgors are party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Trustee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the full performance of the Obligations, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in

writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

Language Line, Inc.

By: _____

Name:

Title:

C. J. BRUCATO

Vice President and Secretary

LANGUAGE LINE, LLC

ENVOK, LLC

ONLINE INTERPRETERS, INC.

LANGUAGE LINE SERVICES, INC.

LANGUAGE LINE DOMINICAN REPUBLIC,
LLC

LANGUAGE LINE PANAMA, LLC

LANGUAGE LINE COSTA RICA LLC

By: _____

Name:

Title:

C. J. BRUCATO

Vice President and Secretary

Trademark Security Agreement

TRADEMARK
REEL: 003007 FRAME: 0409

Accepted and Agreed:

Merrill Lynch Capital Corporation,
as Administrative Agent

By: Cécile Baker

Name:

Title:

Cécile Baker
Vice President

Trademark Security Agreement

TRADEMARK
REEL: 003007 FRAME: 0410

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to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Trademark Applications

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