

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second Lien Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Sorenson Communications, Inc.		08/16/2006	CORPORATION: UTAH

**RECEIVING PARTY DATA**

<b>Name:</b>	The Royal Bank of Scotland PLC
<b>Street Address:</b>	101 Park Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10178
<b>Entity Type:</b>	CORPORATION:

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	3117602	SIGNMAIL
Registration Number:	2888478	SORENSEN VRS
Registration Number:	2646114	ENVISION
Serial Number:	78924017	SORENSEN COMMUNICATIONS
Serial Number:	78921387	LIGHTRING
Serial Number:	78921512	SORENSEN VIDEO RELAY SERVICE
Serial Number:	78921519	VP-100
Serial Number:	78921520	VP-200
Serial Number:	78919844	SIPRELAY
Serial Number:	78919678	SORENSEN IP RELAY
Serial Number:	78919869	SORENSEN VIDEO REMOTE INTERPRETING
Serial Number:	78920063	SORENSEN VRI
Serial Number:	78878126	SORENSEN COMMUNICATIONS
Serial Number:	76608432	CAPIP

OP \$365.00 3117602

CORRESPONDENCE DATA

Fax Number: (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 714-540-1235  
Email: ipdocket@lw.com  
Correspondent Name: Latham & Watkins LLP  
Address Line 1: 650 Town Center Drive, Suite 2000  
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	022411-0624 (2ND LIEN)
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/Anna T Kwan/
Date:	08/21/2006

Total Attachments: 5  
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## SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of August 16, 2006 (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 THE ROYAL BANK OF SCOTLAND PLC ("RBS"), as Administrative and Collateral Agent for the Secured Parties (in such capacity, the "Collateral Agent") (as defined in the Credit Agreement referred to below).

WHEREAS, SORENSON COMMUNICATIONS, INC., a Utah corporation (along with its permitted successor and assigns, the "Borrower"), SCI HOLDINGS, INC., a Delaware corporation (along with its permitted successor and assigns, "Holdings"), and certain subsidiaries of Holdings have entered into that certain Second Lien Credit and Guaranty Agreement, dated as of August 16, 2006 (as amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), the Lenders party thereto from time to time, Goldman Sachs Credit Partners L.P., as Joint Lead Arranger and Joint Bookrunner, RBS Securities Corporation, as Joint Lead Arranger and Joint Bookrunner, and RBS, as Administrative Agent, Collateral Agent and Syndication Agent.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Grantors under the Credit Agreement that the Grantors shall have executed and delivered that certain Second Lien Pledge and Security Agreement, dated as of August 16, 2006, 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 have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

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 Credit Agreement

SECTION 2. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (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 Obligations:

(a) all United States, and foreign 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 registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications referred to in Schedule 4.7(E) of the Pledge and Security Agreement and attached hereto as Schedule 1 (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "Trademarks");

(b) all trade secrets and all other confidential or proprietary information and know-how whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret, and (ii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "Trade Secrets");

(c) any and all agreements, providing for the granting of any right in or to Trademarks or Trade Secrets (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedules 4.7(F) and 4.7(G) in the Pledge and Security Agreement (as such schedule may be amended or supplemented from time to time); and

(d) any and all proceeds of the foregoing.

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 Credit Agreement. 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 Credit Agreement, 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 Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

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:  
Title:

**SCI HOLDINGS, INC.**

By:   
Name:  
Title:


**ALLIED COMMUNICATIONS, INC.**

By:   
Name:  
Title:

(Second Lien Trademark Security Agreement)

**THE ROYAL BANK OF SCOTLAND PLC,**  
as Collateral Agent

By:



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Name: William Stafell

Title: Managing Director

(Second Lien Trademark Security Agreement)

**TRADEMARK**  
**REEL: 003373 FRAME: 0904**

Schedule 1

U.S. Trademark Applications

Pending U.S. Federal Trademark Applications		
Mark	Serial No.	Filing Date
SORENSEN COMMUNICATIONS	78924017	July 6, 2006
LIGHTRING	78921387	June 30, 2006
SORENSEN VIDEO RELAY SERVICE	78921512	June 30, 2006
VP-100	78921519	June 30, 2006
VP-200	78921520	June 30, 2006
SIPRELAY	78919844	June 29, 2006
SORENSEN IP RELAY	78919678	June 29, 2006
SORENSEN VIDEO REMOTE INTERPRETING	78919869	June 29, 2006
SORENSEN VRI	78920063	June 29, 2006
SORENSEN COMMUNICATIONS	78878126	May 5, 2006
CAPIP	76608432	August 24, 2004

U.S. Trademark Registrations

U.S. Federal Trademark Registrations		
Mark	Reg. No.	Reg. Date
SIGNMAIL	3117602	July 18, 2006
SORENSEN VRS	2888478	September 28, 2004
ENVISION	2646114	November 5, 2002

Non-U.S. Trademark Registrations

Foreign Trademark Registrations			
Country	Mark	Reg. No.	Reg. Date
European Union	SORENSEN VISION	498527	July 9, 1999
Mexico	SORENSEN VISION	639331	March 31, 1997 (filing date)