

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Lien Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
American Capital Financial Services, Inc.		12/29/2006	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Western Wats Center, Inc		
<b>Street Address:</b>	701 East Timpanogos Parkway, Building M		
<b>City:</b>	Orem		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84097		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3082403	OPINION OUTPOST	
Registration Number:	3054317	WESTERN WATS	
Registration Number:	2768958	HUMANVOICE	
Registration Number:	2713382	LIGHTSPRING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	thomas.feeney@weil.com, phyllis.depaola@weil.com		
<b>Correspondent Name:</b>	Weil, Gotshal & Manges c/o Thomas Feeney		
<b>Address Line 1:</b>	767 5th Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10153		
<b>ATTORNEY DOCKET NUMBER:</b>	14082.0260		
<b>NAME OF SUBMITTER:</b>	Thomas Feeney		

**CH \$115.00 3082403**

Signature:	/Thomas Feeney/
Date:	04/04/2007
<b>Total Attachments: 5</b> source=ACFS 1st lien tm sec agmt#page1.tif source=ACFS 1st lien tm sec agmt#page2.tif source=ACFS 1st lien tm sec agmt#page3.tif source=ACFS 1st lien tm sec agmt#page4.tif source=ACFS 1st lien tm sec agmt#page5.tif	

## FIRST LIEN TRADEMARK SECURITY AGREEMENT

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of December 29, 2006, by each of the entities listed on the signature pages hereof (or that becomes a party hereto pursuant to Section 7.14 of the First Lien Pledge and Security Agreement referred to below) (each a "Grantor" and, collectively, the "Grantors"), in favor of American Capital Financial Services, Inc. ("ACFS"), as agent for the Secured Parties (as defined in the First Lien Pledge and Security Agreement referred to below) (in such capacity, the "Agent").

### RECITALS:

A. Pursuant to the Credit Agreement dated as of December 18, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Western Wats Center, Inc. (the "Borrower"), WWC Acquisition, Inc. ("Holdings"), WWC Holdings Corp. ("Parent"), the Lenders (as defined in the Credit Agreement) at any time party thereto, and ACFS as administrative agent and collateral agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

B. Parent and Holdings have guaranteed the Obligations pursuant to that certain Guaranty dated as of December 29, 2006, by Parent, Holdings and the Subsidiary Guarantors in favor of the Agent as administrative and collateral agent for the Lenders from time to time party to the Credit Agreement; and

C. All the Grantors are party to that certain First Lien Pledge and Security Agreement dated as of December 29, 2006 (the "First Lien Pledge and Security Agreement") in favor of the Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

### DEFINED TERMS

1.1 Unless otherwise defined herein, terms defined in the Credit Agreement or in the First Lien Pledge and Security Agreement, as the case may be, and used herein have the meaning given to them in the Credit Agreement or the First Lien Pledge and Security Agreement, as the case may be.

## GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

2.1 Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent, for the benefit of the Secured Parties, and grants to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (other than Excluded Assets) of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

## PLEDGE AND SECURITY AGREEMENT

3.1 The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the First Lien Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the First Lien Pledge and Security Agreement, the terms, provisions and conditions of which are incorporated by reference herein as if fully set forth herein.


\* \* \*

*[Signatures Pages Follow]*

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

Very truly yours,

WESTERN WATS CENTER, INC.  
as Grantor

By   
Name: DAVID HAYNES  
Title: CEO

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 003514 FRAME: 0744

ACCEPTED AND AGREED  
as of the date first above written:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,  
as Agent

By

Name: *William J. Dyer*  
Title: *Vice President*

[SIGNATURE PAGE - TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 003514 FRAME: 0745**

**SCHEDULE I**

**Registered Trademarks**

<b>Country</b>	<b>Trademark</b>	<b>Owner</b>	<b>Application Number / Application Date</b>	<b>Registration Number / Registration Date</b>	<b>Status</b>
US	OPINION OUTPOST	WESTERN WATS CENTER, INC.	78/616480 4/25/05	3082403 4/18/06	REGISTERED
US	WESTERN WATS	WESTERN WATS CENTER, INC.	78/548283 1/15/05	3054317 1/31/06	REGISTERED
US	HUMANVOICE	WESTERN WATS CENTER, INC.	76/431221 7/15/02	2768958 9/30/03	REGISTERED
US	LIGHTSPRING	WESTERN WATS CENTER, INC.	76/430904 7/15/02	2713382 5/6/03	REGISTERED
US	C WESTERN WATS CENTER STYLIZED	WESTERN WATS CENTER, INC.	N/A	12710 8/14/89	NOT RENEWED