

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Western Wats Center, Inc		12/29/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	American Capital Financial Services, Inc.		
Street Address:	2 Bethesda Metro Center, 14th Floor		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3082403	OPINION OUTPOST	
Registration Number:	3054317	WESTERN WATS	
Registration Number:	2768958	HUMANVOICE	
Registration Number:	2713382	LIGHTSPRING	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	thomas.feeney@weil.com, phyllis.depaola@weil.com		
Correspondent Name:	Weil, Gotshal & Manges c/o Thomas Feeney		
Address Line 1:	767 5th Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	14082.0260		
NAME OF SUBMITTER:	Thomas Feeney		
Signature:	/Thomas Feeney/		

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REEL: 003514 FRAME: 0871

Date:

04/04/2007

Total Attachments: 6

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SECOND LIEN INTELLECTUAL PROPERTY 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 Second 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 Second Lien Pledge and Security Agreement referred to below) (in such capacity, the "Second Lien Agent").

RECITALS:

A. Pursuant to the Note Purchase Agreement dated as of December 18, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), by and among WWC Holdings, Corp. ("Parent"), WWC Acquisition, Inc. ("Holdings"), Western Wats Center, Inc. ("WWC"), the Purchasers (as defined in the Purchase Agreement) at any time party thereto, and ACFS as administrative agent and collateral agent for the Purchasers, the Purchasers have severally agreed, subject to the conditions set forth in the Purchase Agreement, to purchase the Notes thereunder; and

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

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers and the Second Lien Agent to enter into the Purchase Agreement and to induce Purchasers to purchase the Notes thereunder, each Grantor hereby agrees with the Second Lien Agent as follows:

1. DEFINED TERMS

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

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY 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 Second Lien Agent, for the benefit of the Secured Parties, and grants to the Second Lien 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 "Intellectual Property Collateral"):

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

all reissues, continuations or extensions of the foregoing;

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

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.

3. SECOND LIEN PLEDGE AND SECURITY AGREEMENT

3.1 The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Second Lien Agent pursuant to the Second Lien Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Second 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 Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

WWC HOLDINGS CORP.

By: D. Z. A.
Name: DAVID HAYNES
Title: CEO

WWC ACQUISITIONS, INC.

By: D. Z. A.
Name: DAVID HAYNES
Title: CEO

WESTERN WATS CENTER, INC.

By: D. Z. A.
Name: DAVID HAYNES
Title: CEO

HUMAN VOICE, INC.

By: D. Z. A.
Name: DAVID HAYNES
Title: CEO

WESTERN WATS INTERNATIONAL,
INC.

By: D. Z. A.
Name: DAVID HAYNES
Title: CEO

SECOND LIEN IP SECURITY AGMT. SIGNATURE PAGE

WESTERN WATS OPINION RESEARCH
CENTER, L.C.

By: D. J. Hayes
Name: DAVID HAYNES
Title: CEO

WESTERN WATS INTERVIEWING
CENTER, L.C.

By: D. J. Hayes
Name: DAVID HAYNES
Title: CEO

MOUNTAIN WEST RESEARCH
CENTER, L.C.

By: D. J. Hayes
Name: DAVID HAYNES
Title: CEO

LIGHTSPRING, L.C.

By: D. J. Hayes
Name: DAVID HAYNES
Title: CEO

SECOND LIEN IP SECURITY AGMT. SIGNATURE PAGE

TRADEMARK

REEL: 003514 FRAME: 0876

ACCEPTED AND AGREED
as of the date first above written:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,
as Second Lien Agent

By

Name: William J. Poyer
Title: Vice President

SECOND LIEN IP SECURITY AGMT. SIGNATURE PAGE

SCHEDULE I

Registered Trademarks

Country	Trademark	Owner	Application Number / Application Date	Registration Number / Registration Date	Status
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