

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wynd Communications Corporation		08/01/2007	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Clearlake Capital Group, L.P.		
<b>Street Address:</b>	650 Madison Avenue		
<b>Internal Address:</b>	23rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2476937	WYNDTELL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)822-5423		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-530-5000		
<b>Email:</b>	jnici@milbank.com		
<b>Correspondent Name:</b>	Milbank, Tweed, Hadley & McCloy LLP		
<b>Address Line 1:</b>	One Chase Manhattan Plaza		
<b>Address Line 2:</b>	Rm. 4640		
<b>Address Line 4:</b>	New York, NEW YORK 10005		
<b>ATTORNEY DOCKET NUMBER:</b>	39357-00100		
<b>NAME OF SUBMITTER:</b>	Janis Nici		
<b>Signature:</b>	/janis nici/		

CH \$40.00 2476937

Date:

08/15/2007

**Total Attachments: 7**

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TRADEMARK SECURITY AGREEMENT dated as of August 1, 2007 (this "**Agreement**"), among GOAMERICA, INC., a Delaware corporation, those Subsidiary Parties of the Borrower listed on Schedule I (each a "**Grantor**", and collectively, the "**Grantors**"), and CLEARLAKE CAPITAL GROUP, LP, as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of August 1, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among GoAmerica, Inc. (the "**Borrower**"), the Subsidiaries of the Borrower from time to time party thereto and the Collateral Agent and (b) the Credit Agreement dated as of August 1, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, the lenders from time to time party thereto (the "**Lenders**") and Clearlake Capital Group, LP, as administrative agent and Collateral Agent.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

Accordingly, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties 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 "**Trademark Collateral**"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States

Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II (the “*Trademarks*”);

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

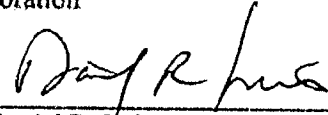
SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GOAMERICA, INC.,  
a Delaware corporation

By

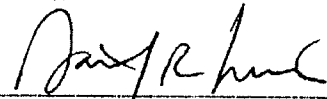


Name: Daniel R. Luis

Title: Chief Executive Officer

GOAMERICA COMMUNICATIONS  
CORP.,  
a Delaware corporation

By:



Name: Daniel R. Luis

Title: President

ACQUISITION 1 CORP.,  
a Delaware corporation

By:



Name: Daniel R. Luis

Title: President

WYND COMMUNICATIONS  
CORPORATION.,  
a California corporation

By:



Name: Daniel R. Luis

Title: President

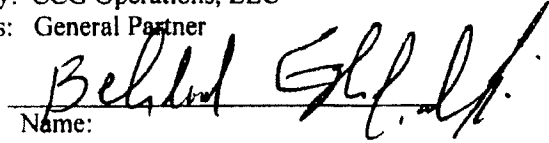
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Trademark Security Agreement

TRADEMARK  
REEL: 003601 FRAME: 0920

CLEARLAKE CAPITAL GROUP, LP, as  
Collateral Agent

By: CCG Operations, LLC  
Its: General Partner

A handwritten signature in black ink, appearing to read "Belinda G. G. G.", is written over a horizontal line.

Name:

Title:

LA1:#6357102

Trademark Security Agreement

**TRADEMARK**  
**REEL: 003601 FRAME: 0921**

Schedule I

**Subsidiary Parties**

1. GoAmerica Communications Corp. (Delaware corporation)
2. Wynd communications Corporation (California corporation)
3. Acquisition 1 Corp. (Delaware corporation)

Schedule II

I. Trademarks

Mark	Serial No.	Filing Date	Registration No.	Registration Date	Owner
1711.COM	78/585,764	03/11/05	3,199,884	01/16/07	GoAmerica Communications Corp.
RELAY & BEYOND	78/594,707	03/24/05	3,156,554	10/17/06	GoAmerica Communications Corp.
1711	78/585,786	03/11/05	3,115,477	07/11/06	GoAmerica Communications Corp.
1711.COM & Design	78/585,776	03/11/05	3,105,364	07/13/06	GoAmerica Communications Corp.
COMMUNICATIONS ON THE GO, FOR PEOPLE ON THE GO	75/847,894	11/12/99	2,714,847	05/13/03	GoAmerica Communications Corp.
TOTAL RESOURCE FOR WIRELESS COMMUNICATIONS	75/847,657	11/12/99	2,421,120	01/16/01	GoAmerica Communications Corp.  Assigned from Franzia Winery, LLC to The Wine Group, LLC on 07/25/02 (Name Change)
GOAMERICA WIRELESS E-MAIL AND INTERNET TO GO	75/812,876	10/01/99	2,954,010	05/24/05	GoAmerica Communications Corp.



Mark	Serial No.	Filing Date	Registration No.	Registration Date	Owner
GOAMERICA	75/247,637	02/25/97	2,823,599	03/16/04	GoAmerica Communications Corp.
GO.MESSENGER	76/291,573	07/27/01	3,024,934	12/13/05	GoAmerica, Inc.
MOBILE OFFICE & Design	76/263,725	05/25/01	2,778,949	11/04/03	GoAmerica, Inc.
MOBILE OFFICE & Design	76/262,664	05/25/01	2,774,521	10/21/03	GoAmerica, Inc.
WYNDTELL	75/431,341	02/09/98	2,476,937	08/14/01	Wynd Communications Corporation

II. Trademark Applications

None.

III. Trademark Licenses

None.