

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
Hands On Video Relay Services, Inc.		01/10/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Clearlake Capital Group, L.P.
Street Address:	650 Madison Avenue
Internal Address:	23rd floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2884419	VIDEOSIGN
Registration Number:	2851010	VRS
Registration Number:	3162529	HANDS ON VIDEO RELAY SERVICE
Serial Number:	77355078	411VRS
Serial Number:	77227360	PURPLE

CORRESPONDENCE DATA

Fax Number: (212)822-5423
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-530-5000
 Email: jnici@milbank.com
 Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP
 Address Line 1: One Chase Manhattan Plaza
 Address Line 2: Rm. 4640
 Address Line 4: New York, NEW YORK 10005

CH \$140.00 2884419

ATTORNEY DOCKET NUMBER:	39357-00101
NAME OF SUBMITTER:	Janis Nici
Signature:	/janis nici/
Date:	01/29/2008

Total Attachments: 24

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 10, 2008, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of CLEARLAKE CAPITAL GROUP, L.P., as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of January 10, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among GOAMERICA, INC., a Delaware corporation (the "Borrower"), the Administrative Agent and the Lenders from time to time party thereto, the Lenders have agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Second Lien Guaranty and Security Agreement, dated as of January 10, 2008, in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement 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 Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make the Loans to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties and grants to the Administrative 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 of such Grantor (the "Intellectual Property Collateral"):

(a) Copyrights.

(i) all of its Copyrights and all IP Licenses providing for the grant by or to such Grantor of any right under any Copyright, including, without limitation, the registered Copyrights listed on Schedule 1A hereto;

(ii) all renewals, reversions and extensions of the foregoing;

(iii) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, other than, in each case, with respect to Excluded Property.

(b) Patents.

(i) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those issued Patents and pending applications listed on Schedule-1B hereto;

(ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(iii) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, other than, in each case, with respect to Excluded Property.

(c) Trademarks.

(i) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those registered Trademarks and applications for registration of Trademarks listed on Schedule 1C hereto;

(ii) all renewals and extensions of the foregoing;

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

(iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, other than, in each case, with respect to Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Second Lien Intellectual Property Security Agreement is granted in conjunction with, and not in addition to or limitation of, the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Second Lien Intellectual Property Security Agreement and the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property Collateral and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Second Lien Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Second Lien Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Hands On. Upon the effective time of the Hands On Merger, this Agreement will be duly executed and delivered by Hands On in its capacity as successor to Merger Sub as the surviving corporation (the "Surviving Corporation") of the Hands On Merger upon the effective time of the Hands On Merger, and Hands On will succeed and replace Merger Sub as a party to this Agreement. Each of the Schedules to this Agreement includes all such information required to be set forth on such Schedules with respect to Hands On as the Surviving Corporation after giving effect to the Hands On Merger.

Section 8. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control. The Administrative Agent covenants and agrees that it shall provide the Grantors with a copy of any amendments, waivers, supplements or other modifications to the Intercreditor Agreement promptly after it has knowledge of the same and no changes to the Intercreditor Agreement (other than those acknowledged by the Borrower) shall effect the obligations of the Grantors hereunder.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

GOAMERICA, INC., as Grantor

By: _____

Name:

Title:

HOVRS ACQUISITION CORPORATION, as Grantor

By: _____

Name:

Title:

GOAMERICA RELAY SERVICES CORP., as Grantor

By: _____

Name:

Title:

GOAMERICA COMMUNICATIONS CORP., as Grantor

By: _____

Name:

Title:

WYND COMMUNICATIONS CORPORATION, as Grantor

By: _____

Name:

Title:

HOTPAPER.COM, INC., as Grantor

By: _____

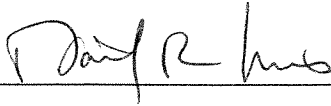
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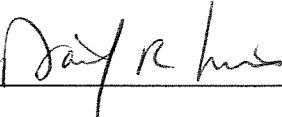
[SIGNATURE PAGE TO SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 003706 FRAME: 0669

OUTBACK RESOURCE GROUP, INC., as
Grantor

By: 
Name:
Title:

HOSLS ACQUISITION CORPORATION, as
Grantor

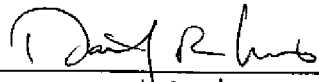
By: 
Name:
Title:

[SIGNATURE PAGE TO SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 003706 FRAME: 0670

IN WITNESS WHEREOF, the undersigned Grantor, in its capacity as successor to Merger Sub and the Surviving Corporation of the Hands On Merger, has caused this Second Lien Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above at the effective time of the Hands On Merger.

HANDS ON VIDEO RELAY SERVICES INC.,
as Grantor

By: 
Name: Denise P. Ruiz
Title: CEO

[SIGNATURE PAGE TO SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT]

CLEARLAKE CAPITAL GROUP, L.P.,
as Administrative Agent

By: CCG Operations, LLC
Its: General Partner

By: Behdad Eghlali
Name:
Title:

[Signature Page to Second Lien Intellectual Property Security Agreement]

TRADEMARK
REEL: 003706 FRAME: 0672

Acknowledgment of Grantor

STATE OF New Jersey)
) ss.
COUNTY OF Bergen)

On this 10th day of January, 2008 before me personally appeared Daniel R. Luis, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of HANDS ON VIDEO RELAY SERVICES INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

DOROTHY F. MOZULAY
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES NOV. 21, 2010

Schedule 1A
to
Intellectual Property Security Agreement

A. REGISTERED COPYRIGHTS

GoAmerica, Inc.

None.

GoAmerica Communications Corp.

None.

GoAmerica Relay Services Corp.

None.

Wynd Communications Corporation

None.

Hands On Video Relay Services, Inc.

Country	Title	Application Number/ Copyright Number	Filing Date/Issue Date	Publication Date	Owner
USA	Signing hands symbol	VA0001315613	7/22/2005	11/2/1002	Cathy West Packard, Hands On Video Relay Services, Inc.

Hotpaper.com, Inc.

None.

OutBack Resource Group, Inc.

None.

HOSLS Acquisition Corporation

None.

HOVRS Acquisition Corporation

None.

B. COPYRIGHT APPLICATIONS

GoAmerica, Inc.

None.

GoAmerica Communications Corp.

None.

GoAmerica Relay Services Corp.

None.

Wynd Communications Corporation

None.

Hands On Video Relay Services, Inc.

None.

Hotpaper.com, Inc.

None.

OutBack Resource Group, Inc.

None.

HOSLS Acquisition Corporation

None.

HOVRS Acquisition Corporation

None.

C. COPYRIGHT IP LICENSES

GoAmerica, Inc.

None.

GoAmerica Communications Corp.

None.

GoAmerica Relay Services Corp.

None.

Wynd Communications Corporation

None.

Hands On Video Relay Services, Inc.

None.

Hotpaper.com, Inc.

None.

OutBack Resource Group, Inc.

None.

HOSLS Acquisition Corporation

None.

HOVRS Acquisition Corporation

None.

Schedule 1B
to
Intellectual Property Security Agreement

A. REGISTERED PATENTS

GoAmerica, Inc.

None.

GoAmerica Communications Corp.

None.

GoAmerica Relay Services Corp.

None.

Wynd Communications Corporation

None.

Hands On Video Relay Services, Inc.

None.

Hotpaper.com, Inc.

None.

OutBack Resource Group, Inc.

None.

HOSLS Acquisition Corporation

None.

HOVRS Acquisition Corporation

None.

B. PATENT APPLICATIONS

GoAmerica, Inc.

Country	Title	Application Number/Patent Number	Filing Date/Issue Date	Publication Date	Owner
U.S.	Method and System for Transferring Data Over a Wireless Communications Network	09/503,037	2/11/2000	2/11/2000	GoAmerica, Inc.
PCT	Method and System for Transferring Data Over a Wireless Communications Network	PCT/US01/04363	2/9/2001	8/16/2001	GoAmerica, Inc.
EP	Method and System for Transferring Data Over a Wireless Communications Network	01909094.3	2/9/2001	6/1/2005	GoAmerica, Inc.
PCT	Document Creation and Scheduling of Applications' Jobs	PCT/US01/04872	2/16/2001	8/23/2001	GoAmerica, Inc.
US	A Method of Authenticating a User on a Network	10/206,269	7/26/2002	7/26/2002	GoAmerica, Inc.
US	Method of and System for Enabling Offline Applications	10/212,862	8/5/2002	8/5/2002	GoAmerica, Inc.
US	Internet	10/700,898	11/3/2003	5/13/04	GoAmerica, Inc.

Country	Title	Application Number/Patent Number	Filing Date/Issue Date	Publication Date	Owner
	Document Creation System				

GoAmerica Communications Corp.

None.

GoAmerica Relay Services Corp.

None.

Wynd Communications Corporation

None.

Hands On Video Relay Services, Inc.

None.

Hotpaper.com, Inc.

None.

OutBack Resource Group, Inc.

None.

HOSLS Acquisition Corporation

None.

HOVRS Acquisition Corporation

None.

C. PATENT IP LICENSES

GoAmerica Relay Services Corp.

Country	Title	Application Number / Patent Number	Filing Date / Issue Date	Publication Date	Owner
US	Systems and Methods for facilitating communications involving hearing-impaired parties	7,142,642	Not owned	Not owned	MCI Communications Services, Inc. (or affiliate)
US	Method and System for Providing Communications Services for Hearing-Impaired Parties	7,236,574	Not owned	Not owned	MCI Communications Services, Inc. (or affiliate)
US	Systems and Methods for Facilitating Communications Involving Hearing-Impaired Parties	10/979,093	Not owned	Not owned	MCI Communications Services, Inc. (or affiliate)
US	Systems and Methods for Facilitating Communications Involving Hearing-Impaired Parties	11/156,491	Not owned	Not owned	MCI Communications Services, Inc. (or affiliate)

Transitional Use Intellectual Property License Agreement, dated as of August 1, 2007, by and among MCI Communications Services, Inc. and GoAmerica Relay Services Corp.

Intellectual Property License Agreement, dated as of even date herewith, by and among MCI Communications Services, Inc. d/b/a Verizon Business Services and GoAmerica Relay Services Corp.

Transitional Use Intellectual Property License Agreement, dated as of August 1, 2007, by and among MCI Communications Services, Inc. and GoAmerica Relay Services Corp.

GoAmerica, Inc.

None.

GoAmerica Communications Corp.

None.

Wynd Communications Corporation

None.

Hands On Video Relay Services, Inc.

None.

Hotpaper.com, Inc.

None.

OutBack Resource Group, Inc.

None.

HOSLS Acquisition Corporation

None.

HOVRS Acquisition Corporation

None.

Schedule 1C
to
Intellectual Property Security Agreement

A. REGISTERED TRADEMARKS

GoAmerica, Inc.

Country	Title	Application Number/Trademark Number	Filing Date/Issue Date	Owner
US	Go.Messenger	Reg. No. 3,024,934	12/31/05	GoAmerica, Inc.
US	Mobile Office & Design	Reg. No. 2,778,949	11/4/03	GoAmerica, Inc.
US	Mobile Office & Design	Reg. No. 2,774,521	10/21/03	GoAmerica, Inc.

GoAmerica Communications Corp.

Country	Title	Application Number/ Trademark Number	Filing Date/Issue Date	Owner
US	I711.com	Reg. No. 3,199,884	1/16/07	GoAmerica Communications Corp.
US	Relay & Beyond	Reg. No. 3,156,554	10/17/06	GoAmerica Communications Corp.
US	I711	Reg. No. 3,115,477	7/11/06	GoAmerica Communications Corp.
US	I711.COM & Design	Reg. No. 3,105,364	7/13/06	GoAmerica Communications Corp.
US	Communications On The Go for People On the Go	Reg. No. 2,714,847	5/13/03	GoAmerica Communications Corp.
US	Total Resource for Wireless Communications	Reg. No. 2,421,120	1/16/01; cancelled 10/20/07	GoAmerica Communications Corp.
US	GoAmerica Wireless E-Mail and Internet To	Reg. No. 2,954,010	5/24/05	GoAmerica Communications Corp.

Country	Title	Application Number/ Trademark Number	Filing Date/Issue Date	Owner
	Go			
US	GoAmerica	Reg. No. 2,823,599	3/16/04	GoAmerica Communications Corp.

GoAmerica Relay Services Corp.

Country	Title	Application Number/ Trademark Number	Filing Date/Issue Date	Owner
US	My IP Relay	Reg. No. 2,989,752	8/30/2005	GoAmerica Relay Services Corp. (upon the consummation of the acquisition.)

Wynd Communications Corporation

Country	Title	Application Number/ Trademark Number	Filing Date/Issue Date	Owner
US	Wyndtell	Reg. No. 2,476,937	8/14/01	Wynd Communications Corporation

Hands On Video Relay Services, Inc.

Country	Title	Application Number/ Trademark Number	Filing Date/Issue Date	Owner
US	Videosign	Reg. No. 2,884,419	9/14/04	Hands On Video Relay Services, Inc.
US	VRS	Reg. No. 2,851,010	6/8/04	Hands On Video Relay Services, Inc.
US	Hands On Video Relay Service	Reg. No. 3,162,529	10/24/06	Hands On Video Relay Services, Inc.

Hotpaper.com, Inc.

None.

OutBack Resource Group, Inc.

None.

HOSLS Acquisition Corporation

None.

HOVRS Acquisition Corporation

None.

B. TRADEMARK APPLICATIONS

Hands On Video Relay Services, Inc.

Country	Title	Application Number/ Trademark Number	Filing Date/Issue Date	Owner
US	411VRS	Serial No. 77,355,078	12/10/07	Hands On Video Relay Services, Inc.
US	Purple	Serial No. 77,227,360	7/11/07	Hands On Video Relay Services, Inc.

GoAmerica, Inc.

None.

GoAmerica Communications Corp.

None.

GoAmerica Relay Services Corp.

None.

Wynd Communications Corporation

None.

Hotpaper.com, Inc.

None.

OutBack Resource Group, Inc.

None.

HOSLS Acquisition Corporation

None.

HOVRS Acquisition Corporation

None.

C. UNREGISTERED TRADEMARKS

GoAmerica Relay Services Corp.

Country	Title	Application Number/Trademark Number	Filing Date/Issue Date	Owner
US	New Way to Relay	Unregistered	N/A	GoAmerica Relay Services Corp.
US	Way Cool Relay	Unregistered	N/A	GoAmerica Relay Services Corp.
US	Experience the Freedom to Relay on the Go	Unregistered	N/A	GoAmerica Relay Services Corp.
US	Get It... Use It... Love It!	Unregistered	N/A	GoAmerica Relay Services Corp.
US	VRS Call Me	Unregistered	N/A	GoAmerica Relay Services Corp.
US	IP-Relay.com	Unregistered	N/A	GoAmerica Relay Services Corp.
US	Logo: red oval with orange bi-directional arrows embedded	Unregistered	N/A	GoAmerica Relay Services Corp.

GoAmerica, Inc.

None.

GoAmerica Communications Corp.

None.

None.

Wynd Communications Corporation

None.

Hands On Video Relay Services, Inc.

None.

Hotpaper.com, Inc.

None.

OutBack Resource Group, Inc.

None.

HOSLS Acquisition Corporation

None.

HOVRS Acquisition Corporation

None.

D. TRADEMARK IP LICENSES

GoAmerica, Inc.

None.

GoAmerica Communications Corp.

None.

GoAmerica Relay Services Corp.

None.

Wynd Communications Corporation

None.

Hands On Video Relay Services, Inc.

None.

Hotpaper.com, Inc.

None.

OutBack Resource Group, Inc.

None.

HOSLS Acquisition Corporation

None.

HOVRS Acquisition Corporation

None.