

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Language Line, LLC		11/04/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	901 Main Street		
Internal Address:	Mail Code TX1-492-14-0		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2395796		
Registration Number:	2747645		
Registration Number:	2818333	LANGUAGE LINE UNIVERSITY	
Registration Number:	3515921	LANGUAGE TRAK	
Registration Number:	2751664	LINGUINATOR	
Registration Number:	1750841	YOUR PASSPORT TO THE LANGUAGES OF THE WORLD	
Registration Number:	3239849	YOUR WORLD. YOUR LANGUAGE.	
Serial Number:	77655514	LANGUAGE LINE	
Serial Number:	77759102	LANGUAGE LINE	
Serial Number:	77759099	LANGUAGE LINE	
Serial Number:	77759108	LANGUAGE LINE SERVICES	
CORRESPONDENCE DATA			

CH \$290.00 2395796

900146967

TRADEMARK
 REEL: 004091 FRAME: 0266

Fax Number: (202)408-3141

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 800-927-9801 x2348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 2: Attn: Jean Paterson

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

178914-025

NAME OF SUBMITTER:

Jean Paterson

Signature:

/jep/

Date:

11/05/2009

Total Attachments: 6

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Trademark Security Agreement

Trademark Security Agreement, dated as of November 4, 2009, by Language Line, LLC (the "Pledgor"), in favor of Bank of America, N.A., in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, Pledgor and Coto Acquisition LLC are parties to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks owned by such Pledgor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing (other than Excluded Property).

Notwithstanding the foregoing, there shall be no lien on or security interest granted or pledged by the Pledgor in any Trademark application that is filed on an "intent-to-use" basis until such time as a statement of use has been filed and accepted by the United States Patent and Trademark Office.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Trustee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

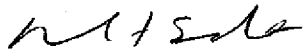
SECTION 4. Termination. Upon the full performance of the Obligations (other than any outstanding indemnification obligations), the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[signature page follows]

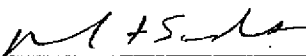
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

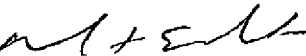
Language Line, LLC, as Borrower

By: 
Name: Michael Schmidt
Title: Chief Financial Officer

Coto Acquisition LLC

By: 
Name: Michael Schmidt
Title: Chief Financial Officer

Language Line, LLC, as Pledgor

By: 
Name: Michael Schmidt
Title: Chief Financial Officer

Accepted and Agreed:

Bank of America, N.A.,
as Administrative Agent

By: 

Name:

Title: Antonikia (Toni) Thomas

Assistant Vice President

[Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Registrations:

Mark	Reg. No.	Reg. Date	Owner
DESIGN ONLY	2395796	10/17/00	Language Line, LLC
DESIGN ONLY	2747645	08/05/03	Language Line, LLC
LANGUAGE LINE UNIVERSITY	2818333	02/24/04	Language Line, LLC
LANGUAGETRAK	3515921	10/14/08	Language Line, LLC
LINGUINATOR	2751664	08/19/03	Language Line, LLC
YOUR PASSPORT TO THE LAN- GUAGES OF THE WORLD	1750841	02/02/93	Language Line, LLC
YOUR WORLD YOUR LANGUAGE	3239849	05/08/07	Language Line, LLC

Applications:

Mark	App. No.	App. Date	Owner
LANGUAGE LINE	77655514	01/23/09	Language Line, LLC
LANGUAGE LINE	77759102	06/13/09	Language Line, LLC
LANGUAGE LINE	77759099	06/13/09	Language Line, LLC
LANGUAGE LINE SERVICES	77759108	06/13/09	Language Line, LLC