

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
Lingo Systems, LLC		11/04/2009	LIMITED LIABILITY COMPANY: OREGON
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: 3			
Property Type	Number	Word Mark	
Registration Number:	3237196	LINGO	
Registration Number:	3237194	LINGO SYSTEMS	
Registration Number:	3383373	LINGONET	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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:	178914-030		

CH \$90.00 3237196

900146969

**TRADEMARK
 REEL: 004091 FRAME: 0273**

NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	11/05/2009
Total Attachments: 6 source=11-5-09 Lingo Systems-TM#page1.tif source=11-5-09 Lingo Systems-TM#page2.tif source=11-5-09 Lingo Systems-TM#page3.tif source=11-5-09 Lingo Systems-TM#page4.tif source=11-5-09 Lingo Systems-TM#page5.tif source=11-5-09 Lingo Systems-TM#page6.tif	

Trademark Security Agreement

Trademark Security Agreement, dated as of November 4, 2009, by Lingo Systems, 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, Language Line, LLC 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]

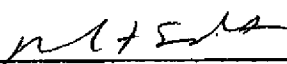
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

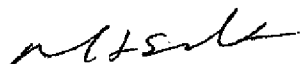
Language Line, LLC

By: 
Name: Michael Schmidt
Title: Chief Financial Officer

Coto Acquisition LLC


By: 
Name: Michael Schmidt
Title: Chief Financial Officer

Lingo Systems, LLC

By: 
Name: Michael Schmidt
Title: Chief Financial Officer

Accepted and Agreed:

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

By: 

Name:

Title: **Antonika (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
LINGO	3237196	05/01/07	Lingo Systems, LLC
LINGO SYSTEMS	3237194	05/01/07	Lingo Systems, LLC
LINGONET	3383373	02/12/08	Lingo Systems, LLC

Applications:

None.