

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
Tele-Interpreters LLC		11/04/2009	LIMITED LIABILITY COMPANY: CALIFORNIA

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: 10

Property Type	Number	Word Mark
Registration Number:	2938984	BUSINESS SOLUTIONS FOR MULTILINGUAL COMMUNICATIONS
Registration Number:	3243166	LANGUAGE SERVICES FOR THE MULTICULTURAL ECONOMY
Registration Number:	3231620	TELEINTERPRETERS
Registration Number:	2895587	TELE-INTERPRETERS
Registration Number:	3379445	TELEINTERPRETERS A COTO GLOBAL SOLUTIONS COMPANY
Registration Number:	2350007	TELE-INTERPRETERS ON-CALL
Registration Number:	2288842	TELE-INTERPRETERS ON-CALL
Registration Number:	3336945	THE MULTILINGUAL VOICE OF YOUR BUSINESS
Registration Number:	3413194	THE MULTILINGUAL VOICE OF THE PATIENT AND DOCTOR
Registration Number:	3386503	TELEINTERPRETERS

CH \$265.00 2938984

CORRESPONDENCE DATA

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:	178914-035
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 Tele-Interpreters 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.

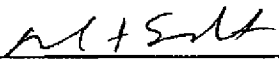
SECTION 4. Termination. Upon the full performance of the Obligations (other than any outstanding indemnification obligations), the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment,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

[signature page follows]

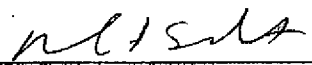
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

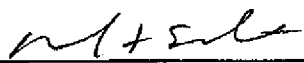
Language Line, LLC

By: 
Name: Michael Schmidt
Title: Chief Financial Officer

Coto Acquisition LLC


By: 
Name: Michael Schmidt
Title: Chief Financial Officer

Tele-Interpreters LLC

By: 
Name: Michael Schmidt
Title: Chief Financial Officer

Accepted and Agreed:

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

By: 

Name:

Title: **Antonkia (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
BUSINESS SOLUTIONS FOR MULTILINGUAL COMMUNICATIONS	2938984	04/05/05	Tele-Interpreters LLC
LANGUAGE SERVICES FOR THE MULTICULTURAL ECONOMY	3243166	05/15/07	Tele-Interpreters LLC
TELEINTERPRETERS	3231620	04/17/07	Tele-Interpreters LLC
TELE-INTERPRETERS	2895587	10/19/04	Tele-Interpreters LLC
TELEINTERPRETERS A COTO GLOBAL SOLUTIONS COMPANY	3379445	02/05/08	Tele-Interpreters LLC
TELE-INTERPRETERS ON CALL	2350007	5/16/00	Tele-Interpreters LLC
TELE-INTERPRETERS ON-CALL	2288842	10/26/99	Tele-Interpreters LLC
THE MULTILINGUAL VOICE OF YOUR BUSINESS	3336945	11/13/07	Tele-Interpreters LLC
THE MULTILUNGUAL VOICE OF THE PATIENT AND DOCTOR	3413194	04/15/08	Tele-Interpreters LLC
TELEINTERPRETERS	3386503	02/19/08	Tele-Interpreters LLC

Applications:

None.