

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sorenson Communications, Inc.		01/22/2010	CORPORATION: UTAH

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	800 Nicollet Mall
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	3525999	CAPTIONCALL
Registration Number:	3401028	DEAFVP
Registration Number:	3401020	DEAFVP.COM
Registration Number:	3733230	DIRECTVP
Registration Number:	2646114	ENVISION
Registration Number:	3546952	LIGHTRING
Registration Number:	3117602	SIGNMAIL
Registration Number:	3218106	SIPRELAY
Registration Number:	3426895	SORENSEN COMMUNICATIONS
Registration Number:	3426927	SORENSEN IP RELAY
Registration Number:	3348448	SORENSEN VIDEO RELAY SERVICE
Registration Number:	3508724	SORENSEN VIDEO REMOTE INTERPRETING
Registration Number:	3508725	SORENSEN VRI
Registration Number:	2888478	SORENSEN VRS

OP \$490.00 3525999

Registration Number:	3418439	SVRS
Registration Number:	3323743	VI-P
Registration Number:	3213543	VP-100
Registration Number:	3213544	VP-200
Serial Number:	77817940	EMPOWERING INTERPRETERS AND EDUCATORS

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: ipdocket@lw.com
 Correspondent Name: Latham & Watkins, c/o Julie Dalke
 Address Line 1: 650 Town Center Dr, 20th floor
 Address Line 2: 022411-1065
 Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	022411-1065
NAME OF SUBMITTER:	Adam Kummins
Signature:	/Adam Kummins/
Date:	01/22/2010

Total Attachments: 6
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT**, dated as of January 22, 2010 (as amended, supplemented or otherwise modified from time to time, this **“Trademark Security Agreement”**), is made by each of the signatories hereto (collectively, the **“Grantors”**) in favor of **U.S. BANK NATIONAL ASSOCIATION**, as Collateral Agent for the Secured Parties (in such capacity, the **“Collateral Agent”**) (as defined in the Indenture referred to below).

WHEREAS, reference is made to that certain Indenture, dated as of January 22, 2010 (as it may be amended, restated, supplemented or otherwise modified from time to time, the **“Indenture”**), by and among **SORENSEN COMMUNICATIONS, INC.**, a Utah corporation (along with its permitted successors and assigns, the **“Company”**), **SCI HOLDINGS, INC.**, a Delaware corporation (along with its permitted successors and assigns, **“Holdings”**) and **CERTAIN SUBSIDIARIES OF HOLDINGS**, as Guarantors, **U.S. BANK NATIONAL ASSOCIATION**, as trustee (in such capacity, together with its permitted successors and assigns, the **“Trustee”**) and the Collateral Agent.

WHEREAS, in order to secure the Secured Obligations under the Indenture and the other Note Documents, the Grantors shall have executed and delivered that certain Second Lien Pledge and Security Agreement, dated as of January 22, 2010, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the **“Pledge and Security Agreement”**).

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in Pledge and Security Agreement, and, if not therein defined, in the Indenture.

SECTION 2. Grant of Security. (a) Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising by or with respect to such Grantor (the **“Trademark Collateral”**), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Secured Obligations:

all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective

marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (A) the registrations and applications referred to in Schedule 1 attached hereto (as such schedule may be amended or supplemented from time to time), (B) all extensions or renewals of any of the foregoing, (C) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (D) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (E) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

(b) Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted hereunder attach to any Excluded Property or any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (including by telecopy), 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.

SECTION 5. Governing Law. This Trademark Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

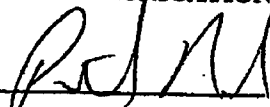
SECTION 6. Conflict Provision. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Indenture. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Indenture, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are in conflict with the Pledge and Security Agreement or the Second Lien Notes Indenture, the provisions of the Pledge and Security Agreement or the Indenture shall govern.

SECTION 7. Termination and Release. This Trademark Security Agreement shall automatically terminate and the lien on and security interest in the Trademark Collateral shall be automatically released upon the payment and performance in full of the Secured Obligations (other than any outstanding indemnification obligations) in accordance with Sections 8.22 and 9 of the Pledge and Security Agreement. Upon the termination of this Trademark

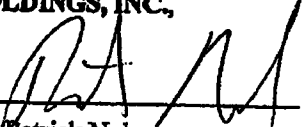
Security Agreement, the Collateral Agent shall, at each applicable Grantor's expense, execute and deliver all documents, or otherwise authorize the filing of such documents to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein as such Grantors shall reasonably request, in each case in form and substance reasonably acceptable to the Collateral Agent.

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

SORENSEN COMMUNICATIONS, INC.

By: 
Name: Patrick Nola
Title: Chief Executive Officer

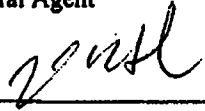
SCI HOLDINGS, INC.,

By: 
Name: Patrick Nola
Title: Chief Executive Officer

ALLIED COMMUNICATIONS, INC.,

By: 
Name: Patrick Nola
Title: President and CEO

**U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent**

By: 
Name: Joshua A. Hahn
Title: Assistant Vice President

Trademark Security Agreement

Schedule 1

United States Registered Trademarks and Trademark Applications

Mark	Reg. Date	Reg. No.	Date Filed	Serial No.
CAPTIONCALL	10/28/08	3,525,999	1/26/07	77/092,309
DEAFVP	3/25/08	3,401,028	5/24/07	77/189,748
DEAFVP.COM	3/25/08	3,401,020	5/22/07	77/187,689
DIRECTVP	1/5/10	3,733,230	7/22/08	77/528,706
EMPOWERING INTERPRETERS AND EDUCATORS	Pending	n/a	9/1/09	77/817,940
ENVISION	11/05/02	2,646,114	12/11/98	75/603,817
LIGHTRING	12/16/08	3,546,952	6/30/06	78/921,387
SIGNMAIL	7/18/06	3,117,602	12/10/03	76/564,449
SIPRELAY	3/13/07	3,218,106	6/29/06	78/919,844
SORENSEN COMMUNICATIONS	5/13/08	3,426,895	5/5/06	78/878,126
SORENSEN IP RELAY	5/13/08	3,426,927	6/29/06	78/919,678
SORENSEN VIDEO RELAY SERVICE	12/04/07	3,348,448	6/30/06	78/921,512
SORENSEN VIDEO REMOTE INTERPRETING	9/30/08	3,508,724	6/29/06	78/919,869
SORENSEN VRI	9/30/08	3,508,725	6/29/06	78/920,063
SORENSEN VRS	9/28/04	2,888,478	4/24/03	76/509,159
SVRS	4/29/08	3,418,439	8/16/06	78/953,712
VI-P	10/30/07	3,323,743	4/2/07	77/146,672
VP-100	2/27/07	3,213,543	6/30/06	78/921,519
VP-200	2/27/07	3,213,544	6/30/06	78/921,520