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
Global Tel*Link Corporation		03/02/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Swiss bank: SWITZERLAND

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	3151704	ADVANCEPAY
Registration Number:	3698933	ADVANCE PAY
Registration Number:	3664018	FREE CHAT
Registration Number:	3534776	GANG MANAGER
Registration Number:	3315465	GLOBAL TEL*LINK
Registration Number:	3315464	GLOBAL TEL*LINK
Registration Number:	3315466	GLOBAL TEL*LINK
Registration Number:	3154837	GTL
Registration Number:	3335311	KEEP IN TOUCH
Registration Number:	2448631	LAZERPHONE
Registration Number:	3454990	LAZERPHONE
Registration Number:	3312666	LAZERPRINT
Registration Number:	3291050	LAZERSPEAK
Registration Number:	3291051	LAZERSPY

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Registration Number:	2378664	LAZERVOICE
Registration Number:	3615390	LAZERWEB
Registration Number:	3463745	THE NEXT GENERATION OF CORRECTIONAL TELECOMMUNICATIONS
Serial Number:	77372406	CELL SNITCH
Serial Number:	77699623	LAZERNET
Serial Number:	77699621	LAZERNET
Serial Number:	77629265	LAZERTIPS
Serial Number:	77889589	SECURITY THREAT MANAGER

CORRESPONDENCE DATA

Fax Number: (917)777-4104

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

Phone: 212-735-3000

Email: kellie.weilbrenner@skadden.com

Correspondent Name: Skadden Arps Slate Meagher & Flom LLP

Address Line 1: Four Times Square

Address Line 2: Attn: Rebecca Silberberg, Esq.

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	217730/2188
NAME OF SUBMITTER:	Rebecca Silberberg
Signature:	/Rebecca Silberberg/
Date:	03/08/2010

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 2, 2010, is entered into by and between Global Tel*Link Corporation, a Delaware corporation located at 12021 Sunset Hills Road, Suite 100, Reston, VA 20190 (the "Grantor") and Credit Suisse AG, Cayman Islands Branch, a Swiss bank located at Eleven Madison Avenue, New York, New York 10010 (the "Assignee"), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of March 2, 2010, among the Assignee, the Grantor and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), and pursuant to that certain Credit Agreement, dated as of March 2, 2010, among GTEL Holdings, Inc., Global Tel*Link Corporation and certain Lenders and agents party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor is granting a security interest to the Assignee in certain Collateral, including the Trademarks set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Grantor hereby grants to Assignee a security interest in all of Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States applications and registrations for the Trademarks.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. The rights and remedies of the Assignee with respect to the security interest granted hereby are in addition to those set forth in the Guarantee and Collateral Agreement (which is deemed incorporated by reference herein) and those which are now or

hereafter available to the Assignee as a matter of law or equity. The exercise by the Assignee of any one or more of the rights, powers or privileges provided for in this Agreement, in the Guarantee and Collateral Agreement, or now or hereafter existing at law or in equity shall not preclude any other or further exercise by any person, including the Assignee, of any or all other rights, powers or privileges. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. Notwithstanding the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement in the name of and on behalf of Grantor without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademark owned or subsequently acquired by Grantor. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[*Signature Page Follows*]

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

GRANTOR:

GLOBAL TEL*LINK CORPORATION

By: _____
Name: Charles Stephen Yow
Title: Chief Financial Officer and Treasurer

[Trademark Security Agreement]

ASSIGNEE:

CREDIT SUISSE AG,
CAYMAN ISLANDS BRANCH,
as Administrative Agent

By: _____
Name: ROBERT HETU
Title: MANAGING DIRECTOR

By: _____
Name:
Title: CHRISTOPHER RED DAY
ASSOCIATE

[Trademark Security Agreement]

Schedule A to TRADEMARK SECURITY AGREEMENT

GTEL HOLDINGS, INC.

NONE

GLOBAL TEL*LINK CORPORATION U.S. TRADEMARKS

Jurisdiction	Trademark	Registration No. (App. No.)	Registration Date (App. Date)	Status/ Comments
REGISTERED				
United States	ADVANCEPAY	3,151,704	10/03/2006	Registered. Section 8 and 15 affidavits due between 10/03/11 and 10/03/12 First Lien Security Interest from Global Tel*Link Corporation to Credit Suisse, Cayman Islands Branch dated 6/2/2005 and recorded 6/22/2005 at Reel/Frame: 3138/0882 ("Credit Suisse 2005 First Lien") Second Lien Security Interest from Global Tel*Link Corporation to Credit Suisse, Cayman Islands Branch dated 6/2/2005 & recorded 6/22/2005 at Reel/Frame: 3138/0876 ("Credit Suisse 2005 Second Lien") Security Interest from Global Tel*Link Corporation to Credit Suisse dated 2/14/2007 and recorded 6/28/2007 at Reel/Frame: 3570/0939 ("Credit Suisse 2007 Lien")

TRADEMARK
REEL: 004163 FRAME: 0522

Jurisdiction	Trademark	Registration No. (App. No.)	Registration Date (App. Date)	Status/ Comments
United States	ADVANCE/PAY	3,698,933	10/20/2009	Registered. Section 8 and 15 affidavits due between 10/20/14 and 10/20/15
United States	FREE CHAT	3,664,018	08/04/2009	Registered. Section 8 and 15 affidavits due between 08/04/14 and 08/04/15
United States	GANG MANAGER	3,534,776	11/18/2008	Registered. Section 8 and 15 affidavits due between 11/18/13 and 11/18/14 Supplemental Trademark Security Agreement from Global Tel*Link Corporation to Credit Suisse, Cayman Islands Branch dated and recorded 2/3/ 2009 at Reel/Frame: 3929/0188 ("Supplemental Credit Suisse Security Agreement")
United States	GLOBAL TEL*LINK (Surveillance, monitoring and recording services)	3,315,465	10/23/2007	Registered. Section 8 and 15 affidavits due between 10/23/12 and 10/23/13 Credit Suisse 2007 Lien
United States	GLOBAL TEL*LINK (Telephone communications services)	3,315,464	10/23/2007	Registered. Section 8 and 15 affidavits due between 10/23/12 and 10/23/13 Credit Suisse 2007 Lien
United States	GLOBAL TEL*LINK (Bill payment, prepaid calling card services)	3,315,466	10/23/2007	Registered. Section 8 and 15 affidavits due between 10/23/12 and 10/23/13 Credit Suisse 2007 Lien
United States	GTL	3,154,837	10/10/2006	Registered. Section 8 and 15 affidavits due between 10/10/11 and 10/10/12 Credit Suisse 2005 First Lien Credit Suisse 2005 Second Lien Credit Suisse 2007 Lien
United States	KEEP IN TOUCH	3,335,311	11/13/2007	Registered. Section 8 and 15 affidavits due between 11/13/12 and 11/13/12 Credit Suisse 2007 Lien

Jurisdiction	Trademark	Registration No. (App. No.)	Registration Date (App. Date)	Status/ Comments
United States	LAZERPHONE (Computer hardware)	2,448,631	05/08/2001	Registered. Renewal due between 5/8/10 and 5/8/11 Credit Suisse 2005 First Lien Credit Suisse 2005 Second Lien Credit Suisse 2007 Lien
United States	LAZERPHONE (Database management, recording and telecommunications services)	3,454,990	06/24/2008	Registered. Section 8 and 15 affidavits due between 06/24/13 and 06/24/14 Supplemental Credit Suisse Security Agreement
United States	LAZERPRINT	3,312,666	10/16/2007	Registered. Section 8 and 15 affidavits due between 10/16/12 and 10/16/13 Credit Suisse 2007 Lien
United States	LAZERSPEAK	3,291,050	09/11/2007	Registered. Section 8 and 15 affidavits due between 9/11/12 and 9/11/13 Credit Suisse 2007 Lien
United States	LAZERSPY	3,291,051	09/11/2007	Registered. Section 8 and 15 affidavits due between 9/11/12 and 9/11/13 Credit Suisse 2007 Lien
United States	LAZERVOICE	2,378,664	08/22/2000	Registered. Renewal due between 8/22/2009 and 8/22/ 2010 Credit Suisse 2005 First Lien Credit Suisse 2005 Second Lien Credit Suisse 2007 Lien
United States	LAZERWEB	3,615,390	05/09/2009	Registered. Section 8 and 15 affidavits due between 05/09/14 and 05/09/15
United States	THE NEXT GENERATION OF CORRECTIONAL TELECOMMUNICATIONS	3,463,745	07/08/2008	Registered. Section 8 and 15 affidavits due between 7/8/13 and 7/8/14 Supplemental Credit Suisse Security Agreement

PENDING				
United States	CELL SNITCH	(77/372,406)	(01/15/2008)	Allowed Intent-to-Use application. Show use or file an extension of time by 8/26/10 (Three extensions have already been filed). Supplemental Credit Suisse Security Agreement
United States	LAZERNET (Software for call recording)	(77/699,623)	03/30/2009	Allowed application. Statement of Use submitted on 02/01/2010
United States	LAZERNET (Telecommunications services)	(77/699,621)	03/26/2009	Allowed application. Statement of Use submitted on 02/01/2010
United States	LAZERTIPS	(77/629,265)	(12/09/2008)	Allowed – Intent to Use. Statement of Use or Extension of Time to Show use due by 7/7/10. Two extensions have been filed.
United States	SECURITY THREAT MANAGER	(77/889,589)	(12/09/2009)	Recently filed. Pending application.

GLOBAL TEL*LINK CORPORATION FOREIGN TRADEMARKS

Jurisdiction	Trademark	Registration No. (App. No.)	Registration Date (App. Date)	Status/ Comments
REGISTERED				
Community Trademark (CTM)	LAZERPHONE	001144609	8/7/2000	Registered. Renewal due 4/19/2009.
Community Trademark (CTM)	LAZERVOICE	001142892	8/14/2000	Registered. Renewal due 4/19/2009.

RECORDED: 03/08/2010
TRADEMARK
REEL: 004163 FRAME: 0525