# 62574

# CH #90.00

## TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Intercall, Inc., a Delaware Corporation		02/12/2010	CORPORATION: DELAWARE
Intrado, Inc., a Delaware Corporation, USA		02/12/2010	CORPORATION: DELAWARE
West District, LLC, a Delaware Corporation, USA		02/12/2010	CORPORATION: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Wachovia Bank, National Association, as Administrative Agent	
Street Address:	1525 W.T. Harris Blvd, Mail Code 0680	
City:	Charlotte	
State/Country:	NORTH CAROLINA	
Postal Code:	28262	
Entity Type:	N.A.: UNITED STATES	

# PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	77862514	INTERCALL BEYOND MEETING EXPECTATIONS
Serial Number:	77855886	PROTECTUS
Registration Number:	3703129	ESSENTIAL SAVINGS

# CORRESPONDENCE DATA

Fax Number: (202)408-3141

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

Phone: 202-408-3121 x2348

Email: jberg@cscinfo.com

Correspondent Name: Jean Paterson

Address Line 1: 1090 Vermont Avenue, NW

Address Line 2: Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

TRADEMARK

REEL: 004180 FRAME: 0673

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ATTORNEY DOCKET NUMBER:	341139-5-10-15-20-25	
NAME OF SUBMITTER:	Jody Berg	
Signature:	/Jody Berg/	
Date:	04/06/2010	
Total Attachments: 9 source=04-06-10 Intercall, Inc - TM#page1.tif source=04-06-10 Intercall, Inc - TM#page2.tif source=04-06-10 Intercall, Inc - TM#page3.tif source=04-06-10 Intercall, Inc - TM#page4.tif source=04-06-10 Intercall, Inc - TM#page5.tif source=04-06-10 Intercall, Inc - TM#page6.tif source=04-06-10 Intercall, Inc - TM#page7.tif source=04-06-10 Intercall, Inc - TM#page8.tif source=04-06-10 Intercall, Inc - TM#page9.tif		

# SHORT FORM INTELLECTUAL PROPERTY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 12, 2010, by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Wachovia Bank, National Association, as administrative agent (in such capacity, the "Administrative Agent").

## Witnesseth:

WHEREAS, pursuant to the Credit Agreement dated as of October 24, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among West Corporation (the "Borrower"), each Lender from time to time party thereto, Wachovia Bank, National Association, as Administrative Agent and Swing Line Lender, Deutsche Bank Securities Inc. and Bank of America, N.A., as Syndication Agents, and Wachovia Bank, National Association and General Electric Capital Corporation, as Co-Documentation Agents;

WHEREAS, the Grantors other than the Borrower are party to the Senior Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to an Intellectual Property Security Agreement dated as of October 24, 2006, in favor of the Administrative Agent (the "IP Security Agreement") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement Supplement;

WHEREAS, the Grantors have acquired the additional Trademarks set forth on Schedule I hereto;

Now, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

#### **SECTION 1.Defined Terms**

Unless otherwise defined herein, terms defined in the Credit Agreement or in the IP Security Agreement and used herein have the meaning given to them in the Credit Agreement or the IP Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

1

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- (a) all of its Trademarks, including, without limitation, those U.S. Trademark registrations and applications referred to on Schedule I hereto;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding any provision of this Trademark Security Agreement Supplement to the contrary, the grant of security interest hereunder does not include any application for a Trademark that would be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest, including, without limitation, all U.S. Trademark applications that are based on an intent-to-use, unless and until such time that the grant and/or enforcement of the security interest will not affect the status or validity of such Trademark.

# SECTION 3. IP Security Agreement

The security interest granted pursuant to this Trademark Security Agreement Supplement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the IP Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Administrative Agent and each Grantor intend that this Trademark Security Agreement Supplement is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the IP Security Agreement, which govern the Administrative Agent's interest in the Trademark Collateral.

[SIGNATURE PAGES FOLLOW]

2

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

INTERCALL, INC. INTRADO INC. WEST DIRECT, LLC

as Grantors

By: Yall M. Mendlik

Title: Chief Financial Officer and Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED as of the date first above written:

WACHOVIA BANK, NATIONAL ASSOCIATION,

as Administrative Agent

Name: Title:

MARK B. FELKER MANAGING DIRECTOR

WACHOVIA BANK, NATIONAL ASSOCIATION

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

# Schedule I to Trademark Security Agreement

Trademark Registrations

# TRADEMARK APPLICATIONS OWNED BY INTERCALL, INC.

<u>Mark</u>	Application Number	Filing Date
INTERCALL BEYOND	77/862,514	11/2/2009
MEETING EXPECTATIONS		12,2,2003

REEL: 004180 FRAME: 0679

# TRADEMARK APPLICATIONS OWNED BY INTRADO INC.

<u>Mark</u>	Application Number	Filing Date
PROTECTUS	77/855,886	10/23/2009

# TRADEMARK/TRADE NAMES OWNED BY WEST DIRECT, LLC

Mark	Reg. Date	Reg. No.
ESSENTIAL SAVINGS	9/8/2008	3,703,129

TRADEMARK
REEL: 004180 FRAME: 0681

**RECORDED: 04/06/2010**