

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
Purple Communications, Inc.		04/29/2010	CORPORATION: DELAWARE
Purple Language Services Co.		04/29/2010	CORPORATION: DELAWARE
Purple Relay Services Co.		04/29/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Ableco Finance LLC		
Street Address:	c/o Cerberus Capital Management		
Internal Address:	299 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3755269	PURPLE MAIL	
Serial Number:	77378620	POWERED BY PURPLE	
Serial Number:	77378473	PURPLE NUMBER	
Serial Number:	77378123	PURPLE MVP	
Serial Number:	77669742	PURPLE LANGUAGE SERVICES	
Serial Number:	77512908	GO-PURPLE	
Serial Number:	77512865	GOPURPLE	
Serial Number:	77837006	P3	
Serial Number:	77569150	PURPLE	
Serial Number:	77551422	PURPLE COMMUNICATIONS	
Serial Number:	77378800	PURPLE POWER	

CH \$290.00 3755269

CORRESPONDENCE DATA

Fax Number: (212)230-7740
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-318-6556
Email: kathleenmangual@paulhastings.com
Correspondent Name: Kathleen Mangual
Address Line 1: c/o Paul Hastings, LLP
Address Line 2: 75 East 55th Street
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	71057.00016 PURPLE SUPP
NAME OF SUBMITTER:	Kathleen Mangual
Signature:	/s/ Kathleen Mangual
Date:	05/03/2010

Total Attachments: 6
source=Purple - Executed IP Security Agreement Supplement#page1.tif
source=Purple - Executed IP Security Agreement Supplement#page2.tif
source=Purple - Executed IP Security Agreement Supplement#page3.tif
source=Purple - Executed IP Security Agreement Supplement#page4.tif
source=Purple - Executed IP Security Agreement Supplement#page5.tif
source=Purple - Executed IP Security Agreement Supplement#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "Intellectual Property Security Agreement Supplement"), dated as of April ²⁹, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of ABLECO FINANCE LLC, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Lenders and the L/C Issuers (each as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 10, 2008, by and among Purple Communications, Inc. (f/k/a GoAmerica, Inc.), a Delaware corporation (the "Borrower"), the other Loan Parties from time to time party thereto, Churchill Financial LLC, as administrative agent, the Collateral Agent and the Lenders and the L/C Issuers from time to time party thereto (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Guaranty and Security Agreement, dated as of January 10, 2008, by and among the Borrower and the other Guarantors from time to time party thereto, in favor of the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), each Grantor has agreed to guarantee the Obligations (as defined in the Credit Agreement);

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Intellectual Property Security Agreement Supplement; and

WHEREAS, pursuant to the terms of the Guaranty and Security Agreement, the Grantors are required to execute this Intellectual Property Security Agreement Supplement (a) to supplement the Guaranty and Security Agreement and the Intellectual Property Security Agreement to grant a security interest in the Additional Intellectual Property Collateral (as defined in Section 2 below) to the Collateral Agent, for the ratable benefit of the Secured Parties, and (b) for recording with the U.S. Patent and Trademark Office.

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

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

SECTION 2. Grant of Security Interest in Additional Intellectual Property Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when

due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Collateral Agent, for the benefit of the Secured Parties, and grants to the Collateral 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 "Additional Intellectual Property Collateral"):

(i) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those registered Trademarks and applications for registration of Trademarks listed on Exhibit A hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, other than, in each case, with respect to Excluded Property.

SECTION 3. Supplements to Schedules. Schedule 6 to the Guaranty and Security Agreement and Schedule IC to the Intellectual Property Security Agreement are, effective as of the date hereof, hereby supplemented to add to such Schedules the Additional Intellectual Property Collateral as set forth in Exhibit A hereof.

SECTION 4. Guaranty and Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement Supplement is granted in conjunction with, and not in addition to or limitation of, the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Additional Intellectual Property Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Intellectual Property Security Agreement Supplement and the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall control.

SECTION 5. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Additional Intellectual Property Collateral and IP Licenses subject to a security interest hereunder.

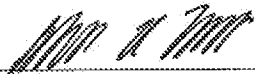
SECTION 6. Counterparts. This Intellectual Property Security Agreement Supplement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

SECTION 7. Governing Law. This Intellectual Property Security Agreement Supplement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

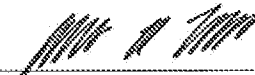
[SIGNATURE PAGES FOLLOW]

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

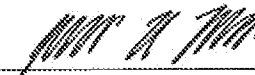
PURPLE COMMUNICATIONS, INC.,
as Grantor

By: 
Name: JOHN R. FERRON
Title: President & CFO

PURPLE LANGUAGE SERVICES CO.,
as Grantor


By: 
Name: JOHN R. FERRON
Title: President & CFO

PURPLE RELAY SERVICES CO.,
as Grantor

By: 
Name: JOHN R. FERRON
Title: President & CFO

ACCEPTED AND AGREED
as of the date first above written:

ABLECO FINANCE LLC,
as Collateral Agent

By: 
Name: KEVIN GENDA
Title: Vice Chairman

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT]

LEGAL_US_E # 87196221

TRADEMARK
REEL: 004197 FRAME: 0315

EXHIBIT A

to

Intellectual Property Security Agreement Supplement

A. REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>	<u>Country</u>
(1) Purple Communications, Inc.			
Purple Mail	1/23/2008	3755269	USA

B. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Filing Date</u>	<u>Serial Number</u>	<u>Country</u>
(1) Purple Communications, Inc.			
Powered by Purple	1/23/2008	77378620	USA
Purple Number	1/23/2008	77378473	USA
Purple MVP	1/23/2008	77378123	USA
Purple Language Services	2/12/2009	77669742	USA
Go-Purple	7/1/2008	77512908	USA
GoPurple	7/1/2008	77512865	USA
P3	9/29/2009	77837006	USA
Purple	9/12/2008	77569150	USA
Purple Communications	8/20/2008	77551422	USA
Purple Power	1/23/08	77378800	USA

C. IP LICENSES

None.