

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	SECURITY INTEREST												
CONVEYING PARTY DATA													
<table border="1"><thead><tr><th>Name</th><th>Formerly</th><th>Execution Date</th><th>Entity Type</th></tr></thead><tbody><tr><td>West Corporation</td><td></td><td>05/17/2010</td><td>CORPORATION: DELAWARE</td></tr><tr><td>West Notifications Group, Inc.</td><td></td><td>05/17/2010</td><td>CORPORATION: DELAWARE</td></tr></tbody></table>	Name	Formerly	Execution Date	Entity Type	West Corporation		05/17/2010	CORPORATION: DELAWARE	West Notifications Group, Inc.		05/17/2010	CORPORATION: DELAWARE	
Name	Formerly	Execution Date	Entity Type										
West Corporation		05/17/2010	CORPORATION: DELAWARE										
West Notifications Group, Inc.		05/17/2010	CORPORATION: DELAWARE										
RECEIVING PARTY DATA													
Name:	Wells Fargo Bank, N.A., as Administrative Agent												
Street Address:	1525 W.T. Harris Blvd												
Internal Address:	Mail Code 0680												
City:	Charlotte												
State/Country:	NORTH CAROLINA												
Postal Code:	28262												
Entity Type:	National Association: UNITED STATES												
PROPERTY NUMBERS Total: 2													
<table border="1"><thead><tr><th>Property Type</th><th>Number</th><th>Word Mark</th></tr></thead><tbody><tr><td>Serial Number:</td><td>77968226</td><td>DIRECTCOLLECT</td></tr><tr><td>Serial Number:</td><td>77935698</td><td>SOUNDECISION</td></tr></tbody></table>	Property Type	Number	Word Mark	Serial Number:	77968226	DIRECTCOLLECT	Serial Number:	77935698	SOUNDECISION				
Property Type	Number	Word Mark											
Serial Number:	77968226	DIRECTCOLLECT											
Serial Number:	77935698	SOUNDECISION											
CORRESPONDENCE DATA													
Fax Number:	(202)408-3141												
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
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 4:	Washington, DISTRICT OF COLUMBIA 20005												
ATTORNEY DOCKET NUMBER:	422873-5												
NAME OF SUBMITTER:	Jean Paterson												

900165152

TRADEMARK
REEL: 004228 FRAME: 0904

CH \$65.00 77968226

Signature:	/jep/
Date:	06/21/2010
Total Attachments: 7 source=6-21-10 West Corp-TM#page1.tif source=6-21-10 West Corp-TM#page2.tif source=6-21-10 West Corp-TM#page3.tif source=6-21-10 West Corp-TM#page4.tif source=6-21-10 West Corp-TM#page5.tif source=6-21-10 West Corp-TM#page6.tif source=6-21-10 West Corp-TM#page7.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

West Corporation, a Delaware Corporation
West Notifications Group, Inc., a Delaware Corporation

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware, USA
☐ Other _____

Citizenship (see guidelines) Delaware, USA

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 05/17/2010

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Wells Fargo Bank, N.A. as Administrative Agent

Internal

Address: _____

Street Address: 1525 W.T. Harris Blvd, Mail Code 0680

City: Charlotte

State: North Carolina

Country: USA Zip: 28262

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other N.A. Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Sakina Karkat

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: 212.701.3365

Fax Number: 212.378.2730

Email Address: skarkat@cahill.com

9. Signature:

Signature

Sakina Karkat

Name of Person Signing

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

June 16, 2010

Date

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SHORT FORM INTELLECTUAL PROPERTY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 17, 2010, by each of the entities listed on the signature pages hereof (each a "**Grantor**" and, collectively, the "**Grantors**"), in favor of Wells Fargo Bank, N.A., successor by merger to 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, Wells Fargo Bank, N.A., successor by merger to 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 Wells Fargo Bank, N.A., successor by merger to 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*"):

- (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

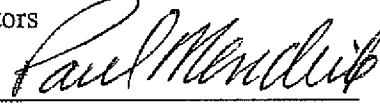
The security interest granted pursuant to this Trademark Security Agreement Supplement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the IP Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set 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]

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

WEST CORPORATION
WEST NOTIFICATIONS GROUP, INC.
as Grantors

By: _____



Name: Paul M. Mendlik

Title: Chief Financial Officer/Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

WELLS FARGO BANK, N.A.
as Administrative Agent

By: Mark B. Feller
Name: Mark B. Feller
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Schedule I
to
Trademark Security Agreement

Trademark Registrations

TRADEMARK APPLICATIONS OWNED BY WEST CORPORATION

<u>Mark</u>	<u>Application Number</u>	<u>Filing Date</u>
DIRECTCOLLECT	77/968,226	3/25/2010

TRADEMARK APPLICATIONS OWNED BY WEST NOTIFICATIONS GROUP,
INC.

<u>Mark</u>	<u>Application Number</u>	<u>Filing Date</u>
SOUNDECISION	77/935,698	2/15/2010