

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
Language Line, LLC		12/20/2010	LIMITED LIABILITY COMPANY: DELAWARE
Language Line Services, Inc.		12/20/2010	CORPORATION: DELAWARE
Lingo Systems, LLC		12/20/2010	LIMITED LIABILITY COMPANY: OREGON
Tele-Interpreters LLC		12/20/2010	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch,as Administrative Agent		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	2395796		
Registration Number:	2395797		
Registration Number:	2747645		
Registration Number:	3733514	LANGUAGE LINE	
Registration Number:	3760363	LANGUAGE LINE	
Registration Number:	3749009	LANGUAGE LINE	
Registration Number:	3774315	LANGUAGE LINE SERVICES	
Registration Number:	2818333	LANGUAGE LINE UNIVERSITY	
Registration Number:	3515921	LANGUAGETRAK	
Registration Number:	2751664	LINGUINATOR	

CH \$665.00 2395796

900179452

TRADEMARK
REEL: 004438 FRAME: 0883

Registration Number:	1750841	YOUR PASSPORT TO THE LANGUAGES OF THE WORLD
Registration Number:	3239849	YOUR WORLD. YOUR LANGUAGE.
Registration Number:	3237196	LINGO
Registration Number:	3237194	LINGO SYSTEMS
Registration Number:	3383373	LINGONET
Registration Number:	2938984	BUSINESS SOLUTIONS FOR MULTILINGUAL COMMUNICATIONS
Registration Number:	3243166	LANGUAGE SERVICES FOR THE MULTICULTURAL ECONOMY
Registration Number:	3231620	TELEINTERPRETERS
Registration Number:	3386503	TELEINTERPRETERS
Registration Number:	2895587	TELE-INTERPRETERS
Registration Number:	3379445	TELEINTERPRETERS A COTO GLOBAL SOLUTIONS COMPANY
Registration Number:	2350007	TELE-INTERPRETERS ON-CALL
Registration Number:	3336945	THE MULTILINGUAL VOICE OF YOUR BUSINESS
Registration Number:	3413194	THE MULTILINGUAL VOICE OF THE PATIENT AND DOCTOR
Serial Number:	77509877	CHI
Serial Number:	77509860	CMI

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 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:	619022-020
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	12/22/2010

Total Attachments: 9

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Trademark Security Agreement

Trademark Security Agreement, dated as of December 20, 2010, by Language Line, LLC ("Language Line") and Tele-Interpreters Acquisition LLC ("Tele-Interpreters") and together with Language Line, the "Borrowers") and each Guarantor listed on Schedule II hereto (collectively, the "Original Guarantors," together with the Borrowers, the "Pledgors"), in favor of Credit Suisse AG, Cayman Islands Branch, in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, Pledgors are party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks owned by such Pledgor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing (other than Excluded Property).

Notwithstanding the foregoing, there shall be no lien on or security interest granted or pledged by any Pledgor in any Trademark application that is filed on an "intent-to-use" basis until such time as a statement of use has been filed and accepted by the United States Patent and Trademark Office.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Trustee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the

Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

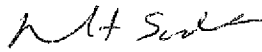
SECTION 4. Termination. Upon the full performance of the Obligations (other than any outstanding indemnification obligations), the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[signature page follows]

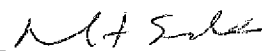
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

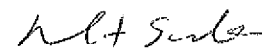
Language Line, LLC

By: 
Name: Michael Schmidt
Title: Chief Financial Officer

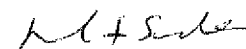
Tele-Interpreters Acquisition LLC

By: 
Name: Michael Schmidt
Title: Chief Financial Officer

Language Line, LLC

By: 
Name: Michael Schmidt
Title: Chief Financial Officer


Lingo Systems, LLC

By: 
Name: Michael Schmidt
Title: Chief Financial Officer

Tele-Interpreters LLC

By: 
Name: Michael Schmidt
Title: Chief Financial Officer

Language Line Services, Inc.

By: 
Name: Michael Schmidt
Title: Chief Financial Officer

[Trademark Security Agreement]

Accepted and Agreed:

Credit Suisse AG, Cayman Islands Branch,
as Administrative Agent

By: _____

Name:

JUDITH E. SMITH
MANAGING DIRECTOR

Title:

By: _____

Name:

KEVIN BUDDHDEW
ASSOCIATE

Title:

[Trademark Security Agreement]

TRADEMARK
REEL: 004438 FRAME: 0889

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Mark	Reg. No.	Reg. Date	Owner
DESIGN ONLY	2395796	10/17/00	Language Line, LLC
DESIGN ONLY	2395797	10/17/00	Language Line, LLC
DESIGN ONLY	2747645	08/05/03	Language Line, LLC
LANGUAGE LINE	3733514	1/5/10	Language Line, LLC
LANGUAGE LINE	3760363	3/16/10	Language Line, LLC
LANGUAGE LINE	3749009	2/16/10	Language Line, LLC
LANGUAGE LINE SERVICES	3774315	4/13/10	Language Line, LLC
LANGUAGE LINE UNIVERSITY	2818333	02/24/04	Language Line, LLC
LANGUAGETRAK	3515921	10/14/08	Language Line, LLC
LINGUINATOR	2751664	08/19/03	Language Line, LLC
YOUR PASSPORT TO THE LANGUAGES OF THE WORLD	1750841	02/02/93	Language Line, LLC
YOUR WORLD YOUR LANGUAGE	3239849	05/08/07	Language Line, LLC
LINGO	3237196	05/01/07	Lingo Systems, LLC
LINGO SYSTEMS	3237194	05/01/07	Lingo Systems, LLC
LINGONET	3383373	02/12/08	Lingo Systems, LLC
BUSINESS SOLUTIONS FOR MULTILINGUAL COMMUNICATIONS	2938984	04/05/05	Tele-Interpreters LLC
LANGUAGE SERVICES FOR THE MULTICULTURAL ECONOMY	3243166	05/15/07	Tele-Interpreters LLC
TELEINTERPRETERS	3231620	04/17/07	Tele-Interpreters LLC

Mark	Reg. No.	Reg. Date	Owner
TELEINTERPRETERS	3386503	02/19/08	Tele-Interpreters LLC
TELE-INTERPRETERS	2895587	10/19/04	Tele-Interpreters LLC
TELEINTERPRETERS A COTO GLOBAL SOLUTIONS COMPANY	3379445	02/05/08	Tele-Interpreters LLC
TELE-INTERPRETERS ON CALL	2350007	5/16/00	Tele-Interpreters LLC
THE MULTILINGUAL VOICE OF YOUR BUSINESS	3336945	11/13/07	Tele-Interpreters LLC
THE MULTILUNGUAL VOICE OF THE PATIENT AND DOCTOR	3413194	04/15/08	Tele-Interpreters LLC

Trademark Applications:

Mark	App. No.	App. Date	Owner
CHI	77509877 (ITU)	06/27/08	Language Line University, a Division of Language Line Services, Inc.
CMI	77509860 (ITU)	06/27/08	Language Line University, a Division of Language Line Services, Inc.

SCHEDULE II
to
TRADEMARK SECURITY AGREEMENT
ORIGINAL GUARANTORS

NAME	ADDRESS
Language Line, LLC	1 Lower Ragsdale Drive Building 2 Monterey, CA 93940
Lingo Systems, LLC	1 Lower Ragsdale Drive Building 2 Monterey, CA 93940
Tele-Interpreters LLC	1 Lower Ragsdale Drive Building 2 Monterey, CA 93940
Language Line Services, Inc.	1 Lower Ragsdale Drive Building 2 Monterey, CA 93940