TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Term Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Global Tel*Link Corporation		11/10/2010	CORPORATION: DELAWARE
DSI-ITI, LLC		11/10/2010	LIMITED LIABILITY COMPANY: DELAWARE
Public Communications Services, Inc.		11/10/2010	CORPORATION: CALIFORNIA

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:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	3459229	CALL IQ
Registration Number:	3581573	INMATE IQ
Registration Number:	3596362	MAIL IQ
Registration Number:	3664643	MAP IQ
Registration Number:	3770529	OFFENDERCONNECT
Registration Number:	3077760	POWERED BY: EVOLUTION
Registration Number:	3782640	PREA
Registration Number:	3151704	ADVANCEPAY
Registration Number:	3698933	ADVANCE PAY
Registration Number:	3664018	FREE CHAT
Registration Number:	3534776	GANG MANAGER

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Registration Number:	3315466	GLOBAL TEL*LINK
Registration Number:	3315465	GLOBAL TEL*LINK
Registration Number:	3315464	GLOBAL TEL*LINK
Registration Number:	3154837	GTL
Registration Number:	3335311	KEEP IN TOUCH
Registration Number:	3782532	LAZERNET
Registration Number:	3782531	LAZERNET
Registration Number:	2448631	LAZERPHONE
Registration Number:	3454990	LAZERPHONE
Registration Number:	3312666	LAZERPRINT
Registration Number:	3291050	LAZERSPEAK
Registration Number:	3291051	LAZERSPY
Registration Number:	2378664	LAZERVOICE
Registration Number:	3615390	LAZERWEB
Registration Number:	3819928	SECURITY THREAT MANAGER
Registration Number:	3463745	THE NEXT GENERATION OF CORRECTIONAL TELECOMMUNICATIONS
Registration Number:	3252424	DAILY DIAL
Registration Number:	2960747	SOPHIA
Registration Number:	3618562	PCS PUBLIC COMMUNICATIONS SERVICES
Registration Number:	3620233	DAILY DEBIT
Registration Number:	3503291	PAY2TALK
Serial Number:	77923351	CALL-TRACK
Serial Number:	77501410	EZ DEPOSIT KIOSK
Serial Number:	85136192	DSI ITI
Serial Number:	85139870	DSI-ITI
Serial Number:	85033885	LAZERPLAYER
Serial Number:	77629265	LAZERTIPS
Serial Number:	85028053	THE NEXT GENERATION OF CORRECTIONAL TECHNOLOGY

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: robert.wise@skadden.com

Correspondent Name: Skadden Arps Slate Meagher & Flom LLP

Address Line 1:	4 Times Square
Address Line 2:	Rebecca Silberberg
Address Line 4:	New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	217730/2188
NAME OF SUBMITTER:	Rebecca Silberberg
Signature:	/Rebecca Silberberg/
Date:	03/21/2011

Total Attachments: 8
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 10, 2010, is made by GLOBAL TEL*LINK CORPORATION, a Delaware corporation located at 107 St. Francis Street, 33rd Floor, Mobile, AL 36602 ("GTEL"), DSI-ITI, LLC, a Delaware limited liability company located at 107 St. Francis Street, 33rd Floor, Mobile, AL 36602 ("DSI"), and PUBLIC COMMUNICATIONS SERVICES, INC., a California corporation located at 11859 Wilshire Blvd, Suites 408 and 600, Los Angeles, CA 90049 ("PCS"; each of PCS, DSI and GTEL, a "Grantor", and, together, the "Grantors"), 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 Second Lien Guarantee and Collateral Agreement, dated as of November 10, 2010, among the Assignee, the Grantors 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 Second Lien Credit Agreement, dated as of November 10, 2010, among GTEL Holdings, Inc. ("Holdings"), GTEL and certain Lenders and agents party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

Unless otherwise defined herein, terms defined in the Credit Agreement or the Guarantee and Collateral Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Guarantee and Collateral Agreement, respectively.

WHEREAS, Holdings and GTEL are members of an affiliated group of companies that includes each other grantor to the Guarantee and Collateral Agreement;

WHEREAS, the proceeds of the extensions of credit under the Credit Agreement will be used in part to enable GTEL to make valuable transfers to one or more of DSI, PCS or the other grantors to the Guarantee and Collateral Agreement in connection with the operation of their respective business;

WHEREAS, certain of the Qualified Counterparties may enter into Specified Swap Agreements with GTEL;

WHEREAS, Holdings, GTEL, DSI, PCS and the other grantors to the Guarantee and Collateral Agreement are engaged in related businesses, and each grantor derives substantial direct and indirect benefit from the extensions of credit under the Credit Agreement and from the Specified Swap Agreements; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors are 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 above premises, the parties hereto hereby agree as follows:

1. Grant of Security Interest

(a) Each Grantor hereby grants to Assignee, for the ratable benefit of the Secured Parties, a security interest in, all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the

future may acquire any right, title or interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names 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 (collectively, "Trademarks").

(b) Schedule A hereto contains a true and accurate list of each 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, each Grantor authorizes the Assignee, upon notice to such Grantor, to modify this Agreement in the name of and on behalf of such Grantor without obtaining such 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 such Grantor. Each 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 SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

4. Counterparts

TRADEMARK
REEL: 004502 FRAME: 0146

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*]

TRADEMARK
REEL: 004502 FRAME: 0147

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

GRANTORS:

GLOBAL TEL*LINK CORPORATION

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

DSI-ITI, LLC

By: Global Tel*Link Corporation, its Manager

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

PUBLIC COMMUNICATIONS SERVICES, INC.

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

ASSIGNEE:

CREDIT SUISSE AG,
CAYMAN ISLANDS BRANCH,
as Administrative Agent

By:_____
Name: Shaheen Malik
Title: Vice President

By:_____
Name: KEVIN BUDDHDEW
Title: ASSOCIATE

[Second Lien Trademark Security Agreement]

Schedule A to SECOND LIEN TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARKS

Jurisdiction	Trademark	Reg No. (App. No.)	Reg Date (App. Date)	Owner
US	CALL IQ	3,459,229	7/1/2008	DSI-ITI, LLC
US	CALL TRACK	(77/923,351)	(1/29/2010)	DSI-ITI, LLC
US	EZ DEPOSIT KIOSK	(77/501,410)	(6/18/2008)	DSI-ITI, LLC
US	INMATE IQ	3,581,573	2/24/2009	DSI-ITI, LLC
US	MAIL IQ	3,596,362	3/24/2009	DSI-ITI, LLC
US	MAP IQ	3,664,643	8/24/2009	DSI-ITI, LLC
US	OFFENDERCONNECT	3,770,529	4/6/2010	DSI-ITI, LLC
US	POWERED BY: EVOLUTION	3,077,760	4/4/2006	DSI-ITI, LLC
US	PREA	3,782,640	4/27/2010	DSI-ITI, LLC
US	ADVANCEPAY	3,151,704	10/03/2006	Global Tel*Link Corporation
US	ADVANCEPAY	3,698,933	10/20/2009	Global Tel*Link Corporation
US	DSI ITI and Design	(85/136,192)	(9/23/2010)	GLOBAL TEL*LINK CORPORATION
US	DSI-ITI	(85/139,870)	(9/28/2010)	GLOBAL TEL*LINK CORPORATION
US	FREE CHAT	3,664,018	08/04/2009	Global Tel*Link Corporation
US	GANG MANAGER	3,534,776	11/18/2008	Global Tel*Link Corporation
US	GLOBAL TEL*LINK (Bill payment, prepaid calling card services)	3,315,466	10/23/2007	Global Tel*Link Corporation
US	GLOBAL TEL*LINK (Surveillance, monitoring and recording services)	3,315,465	10/23/2007	Global Tel*Link Corporation

Jurisdiction	Trademark	Reg No. (App. No.)	Reg Date (App. Date)	Owner
US	GLOBAL TEL*LINK (Telephone communications services)	3,315,464	10/23/2007	Global Tel*Link Corporation
US	GTL	3,154,837	10/10/2006	Global Tel*Link Corporation
US	KEEP IN TOUCH	3,335,311	11/13/2007	Global Tel*Link Corporation
US	LAZERNET (Software for call recording)	3,782,532	4/27/2010	Global Tel*Link Corporation
US	LAZERNET (Telecommunications services)	3,782,531	4/27/2010	Global Tel*Link Corporation
US	LAZERPHONE (computer hardware)	2,448,631	05/08/2001	Global Tel*Link Corporation
US	LAZERPHONE (Database management, recording and telecommunication services)	3,454,990	06/24/2008	Global Tel*Link Corporation
US	LAZERPLAYER	(85/033,885)	(5/10/2010)	Global Tel*Link Corporation
US	LAZERPRINT	3,312,666	10/16/2007	Global Tel*Link Corporation
US	LAZERSPEAK	3,291,050	09/11/2007	Global Tel*Link Corporation
US	LAZERSPY	3,291,051	09/11/2007	Global Tel*Link Corporation
US	LAZERTIPS	(77/629,265)	(12/09/2008)	Global Tel*Link Corporation
US	LAZERVOICE	2,378,664	08/22/2000	Global Tel*Link Corporation
US	LAZERWEB	3,615,390	05/09/2009	Global Tel*Link Corporation
US	SECURITY THREAT MANAGER	3,819,928	7/13/2010	Global Tel*Link Corporation

Jurisdiction	Trademark	Reg No. (App. No.)	Reg Date (App. Date)	Owner
US	THE NEXT GENERATION OF CORRECTIONAL TELECOMMUNICATIONS	3,463,745	07/08/2008	Global Tel*Link Corporation
US	THE NEXT GENERATION OF CORRECTIONAL TECHNOLOGY	(85/028,053)	(5/1/2010)	Global Tel*Link Corporation
US	DAILY DIAL	3,252,424	6/12/2007	Public Communications Services, Inc.
US	SOPHIA	2,960,747	6/7/2005	Public Communications Services, Inc.
US	PCS PUBLIC COMMUNICATIONS SERVICES and Design	3,618,562	5/12/2009	Public Communications Services, Inc.
US	DAILY DEBIT	3,620,233	5/12/2009	Public Communications Services, Inc.
US	PAY2TALK	3,503,291	9/16/2008	Public Communications Services, Inc.

FOREIGN TRADEMARKS

None

RECORDED: 03/21/2011

TRADEMARK
REEL: 004502 FRAME: 0152