

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE BY SECURED PARTY	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Grace Bay Holdings II, LLC (as successor in interest to VSS Mezzanine Partners, L.P.)		11/23/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Alexander Gallo Holdings, LLC		
Street Address:	101 Marietta Street		
Internal Address:	2700 Centennial Tower		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30303		
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3076680	WORD MERCHANTS	
Registration Number:	3173868	VIDEOCONFERENCING CIRCUIT OF AMERICA	
CORRESPONDENCE DATA			
Fax Number:	(215)655-2286		
Email:	trademarks@dechert.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Jacob Bishop		
Address Line 1:	Dechert LLP		
Address Line 2:	Cira Centre, 2929 Arch Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19104-2808		
ATTORNEY DOCKET NUMBER:	116368		
NAME OF SUBMITTER:	Jacob Bishop		

CH \$65.00 3076680

900209272

TRADEMARK
REEL: 004676 FRAME: 0686

Signature:	/Jacob Bishop/
Date:	12/12/2011
Total Attachments: 14 source=(7) -- VSS to Grace Bay#page1.tif source=(7) -- VSS to Grace Bay#page2.tif source=(7) -- VSS to Grace Bay#page3.tif source=(7) -- VSS to Grace Bay#page4.tif source=(7) -- VSS to Grace Bay#page5.tif source=(7) -- VSS to Grace Bay#page6.tif source=(7) -- VSS to Grace Bay#page7.tif source=(7) -- VSS to Grace Bay#page8.tif source=(7) -- VSS to Grace Bay#page9.tif source=(7) -- VSS to Grace Bay#page10.tif source=(7) -- VSS to Grace Bay#page11.tif source=(7) -- VSS to Grace Bay#page12.tif source=(7) -- VSS to Grace Bay#page13.tif source=(7) -- VSS to Grace Bay#page14.tif	

Assignment and Assumption

This Assignment and Assumption (the "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between each Assignor identified in item 1 below (each, an "Assignor") and the Assignee identified in item 2 below (the "Assignee"). It is understood and agreed that the rights and obligations of the Assignors hereunder are several and not joint. Capitalized terms used but not defined herein shall have the meanings given to them in the Note Purchase Agreement identified below (as amended, the "Note Purchase Agreement"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, each Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the respective Assignors, subject to and in accordance with the Standard Terms and Conditions and the Note Purchase Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the respective Assignors' rights and obligations in their respective capacities as Purchasers under the Note Purchase Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the respective Assignors under the respective facilities identified below and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the respective Assignors (in their respective capacities as Purchasers) against any Person, whether known or unknown, arising under or in connection with the Note Purchase Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned by any Assignor to the Assignee pursuant to clauses (i) and (ii) above being referred to herein collectively as an "Assigned Interest"). Each such sale and assignment is without recourse to any Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by any Assignor.

1. Assignors: VSS Mezzanine Partners, L.P.
VSS Mezzanine SBS, LLC
NYLIM Mezzanine Partners Parallel Fund, LP
New York Life Investment Management Mezzanine Partners, LP
2. Assignee: Grace Bay Holdings II, LLC
3. Issuer: Alexander Gallo Holdings, LLC
4. Administrative Agent: VSS Mezzanine Partners, L.P., as the administrative agent under the Note Purchase Agreement.
5. Note Purchase Agreement: Second Amended and Restated Note and Warrant Purchase Agreement, dated as of November 30, 2007, among Alexander Gallo Holdings, LLC, the Purchasers party thereto and VSS Mezzanine Partners, L.P., as Administrative Agent.

6. - Assigned Interests:

Assignor	Class of Note Assigned	Aggregate Outstanding Principal Amount of all Class B Notes	Outstanding Principal Amount of Class B Note Assigned	Accrued Cash Interest on Class B Note Assigned	Percentage of all Class B Notes Assigned	Aggregate Purchase Price for Assigned Interest
VSS Mezzanine Partners, L.P.	Class B	\$14,988,871.32	\$5,876,610.14	\$234,922.22	39.21%	\$5,744,840.42
VSS Mezzanine SBS, LLC	Class B	\$14,988,871.32	\$118,938.38	\$4,771.30	0.79%	\$116,287.10
NYLIM Mezzanine Partners Parallel Fund, LP	Class B	\$14,988,871.32	\$2,840,091.34	\$112,601.09	18.95%	\$2,775,530.89
New York Life Investment Management Mezzanine Partners, LP	Class B	\$14,988,871.32	\$6,153,231.46	\$243,957.14	41.05%	\$6,013,357.28

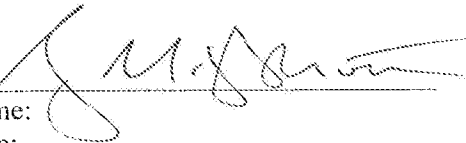
Effective Date: August 11, 2011

[Signatures appear on the following pages.]

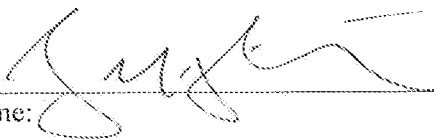
The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR
VSS MEZZANINE PARTNERS, L.P.

By: VSS Mezzanine, LLC, its general partner

By: 
Name: _____
Title: _____

VSS MEZZANINE SBS, LLC

By: 
Name: _____
Title: _____

NYLIM MEZZANINE PARTNERS PARALLEL FUND, LP

By: NYLIM Mezzanine GenPar LP, its general partner

By: NYLIM Mezzanine GenPar GP, LLC, its general partner

By: _____
Name: _____
Title: _____

NEW YORK LIFE INVESTMENT MANAGEMENT
MEZZANINE PARTNERS, LP

By: NYLIM Mezzanine GenPar LP, its general partner

By: NYLIM Mezzanine GenPar GP, LLC, its general partner

By: _____
Name: _____
Title: _____

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR
VSS MEZZANINE PARTNERS, L.P.

By: VSS Mezzanine, LLC, its general partner

By: _____
Name:
Title:

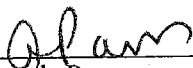
VSS MEZZANINE SBS, LLC

By: _____
Name:
Title:

NYLIM MEZZANINE PARTNERS PARALLEL FUND, LP

By: NYLIM Mezzanine GenPar LP, its general partner

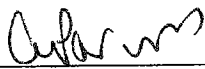
By: NYLIM Mezzanine GenPar GP, LLC, its general partner

By:  _____
Name: Amanda Parness
Title: Authorized Signatory

NEW YORK LIFE INVESTMENT MANAGEMENT
MEZZANINE PARTNERS, LP

By: NYLIM Mezzanine GenPar LP, its general partner

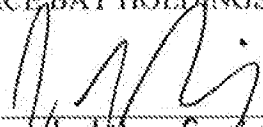
By: NYLIM Mezzanine GenPar GP, LLC, its general partner

By:  _____
Name: Amanda Parness
Title: Authorized Signatory

TRADEMARK

REEL: 004676 FRAME: 0691

ASSIGNEE
GRACE BAY HOLDINGS II, LLC

By: 
Name: Pauline Cook
Title: Authorized Signatory

Consented to:

ALEXANDER GALLO HOLDINGS, LLC

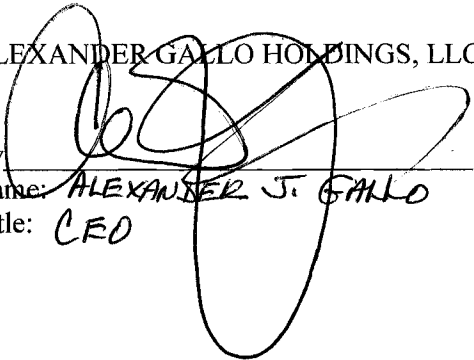
By _____
Name:
Title:

ASSIGNEE
GRACE BAY HOLDINGS II, LLC

By: _____
Name:
Title:

Consented to:

ALEXANDER GALLO HOLDINGS, LLC

By: 
Name: ALEXANDER J. GALLO
Title: CEO

NOTE PURCHASE AGREEMENT

STANDARD TERMS AND CONDITIONS FOR
ASSIGNMENT AND ASSUMPTION1. Representations and Warranties.

1.1 Assignors. Each Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the relevant Assigned Interest, (ii) such Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Note Purchase Agreement or any other Note Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Note Documents or any collateral thereunder, (iii) the financial condition of the Issuer, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Note Document or (iv) the performance or observance by the Issuer, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Note Document.

1.2. Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Purchaser under the Note Purchase Agreement, (ii) it meets all the requirements to be an assignee under Section 10.3 of the Note Purchase Agreement, (iii) from and after the Effective Date, it shall be bound by the provisions of the Note Purchase Agreement as a Purchaser thereunder and, to the extent of each Assigned Interest, shall have the obligations of a Purchaser thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by the Assigned Interest and either it, or the person exercising discretion in making its decision to acquire the Assigned Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Note Purchase Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to Section 8.1(a) thereof, as applicable, and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase each Assigned Interest, and (vi) it has, independently and without reliance upon the Administrative Agent or any Assignor, and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assignment and Assumption and to purchase each Assigned Interest; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent or any Assignor, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Note Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Note Documents are required to be performed by it as a Purchaser.

2. Payments. From and after the Effective Date, the Issuer shall make all payments in respect of each Assigned Interest (including payments of principal, interest, fees and other amounts) to the relevant Assignor for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This

Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York.

4. Effectiveness. The parties hereto agree that the effectiveness of this Assignment and Assumption shall be subject to the receipt on or prior to the Effective Date by:

- (a) VSS Mezzanine Partners, L.P., as the Administrative Agent, by wire transfer to its account set forth on Schedule 1 hereto, (i) from Issuer, for the benefit of VSS Mezzanine Partners, L.P., as the Administrative Agent, all out-of-pocket fees and disbursements of counsel for Administrative Agent owing as of the Effective Date; and (ii) from the Assignee, for the benefit of VSS Mezzanine Partners, L.P. and VSS Mezzanine SBS, LLC, the aggregate purchase price of the Assigned Interest of VSS Mezzanine Partners, L.P. and VSS Mezzanine SBS, LLC set forth in Section 6 above;
- (b) NYLIM Mezzanine Partners Parallel Fund, LP by wire transfer to its account set forth on Schedule 2 hereto from the Assignee, the aggregate purchase price of the Assigned Interest of NYLIM Mezzanine Partners Parallel Fund, LP set forth in Section 6 above; and
- (c) New York Life Investment Management Mezzanine Partners, LP by wire transfer to its account set forth on Schedule 3 hereto from the Assignee, the aggregate purchase price of the Assigned Interest of New York Life Investment Management Mezzanine Partners, LP set forth in Section 6 above.

5. Replacement of Administrative Agent. The parties hereto agree that immediately following the Effective Date, Grace Bay Holdings II, LLC shall replace VSS Mezzanine Partners, L.P. as the "Administrative Agent" for all purposes under the Note Purchase Agreement and the related documents thereto.

SCHEDULE 1

Wire Instructions of VSS Mezzanine Partners, L.P. as the Administrative Agent

Bank:	Wells Fargo Bank N.A.
ABA Number:	121000248
Account Number:	4121031967
Account Name:	VSS Mezzanine Partners, L.P.

SCHEDULE 2

Wire Instructions of NYLIM Mezzanine Partners Parallel Fund, LP

Bank: Bank of New York
Bank Location: New York, NY
Account Name: NYLIM Mezzanine Partners Parallel Fund, LP
Account Number: 274223
ABA Number: 021000018
Attention: Nancy Scotton
Tel: 212-576-4416

SCHEDULE 3

Wire Instructions of New York Life Investment Management Mezzanine Partners, LP

Bank:	Bank of New York
Bank Location:	New York, NY
Account Name:	New York Life Investment Management Mezzanine Partners, LP
Account Number:	274222
ABA Number:	021000018
Attention:	Nancy Scotton
Tel:	212-576-4416

GRACE BAY HOLDINGS II, LLC

November 23, 2011

Bayside Gallo Acquisition, LLC
1450 Brickell Avenue, 31st Floor
Miami, Florida 33131
Attention: Jackson Craig

Re: Letter of Direction

Ladies and Gentlemen:

Reference is made to that certain Second Amended and Restated Note and Warrant Purchase Agreement, dated as of November 30, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), by and between Alexander Gallo Holdings, LLC (the "Issuer") and Grace Bay Holdings II, LLC, as administrative agent for itself and the purchasers party thereto (the "Agent"). Capitalized terms used herein without definition shall have the meanings set forth in the Note Purchase Agreement.

Reference is further made to that certain Asset Purchase Agreement, dated as of October 6, 2011, by and among Bayside Gallo Acquisition, LLC (the "Buyer"), the Issuer and the other Sellers (as defined therein) party thereto (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), pursuant to which the Buyer shall purchase from the Sellers the Acquired Assets (as defined in the Purchase Agreement) and consummate the Asset Acquisition (as defined in the Purchase Agreement).


Pursuant to Section 1.2(a) of the Purchase Agreement, in connection with the consummation of the Asset Acquisition, the Agent hereby irrevocably authorizes and directs the Buyer to apply the aggregate amount of the Obligations due and owing by the Issuer to the Agent under the Note Purchase Agreement (which amount is equal to \$23,267,089.08 as of the date hereof) as a credit against the purchase price payable by the Buyer for the Acquired Assets. Upon such application and payment, the Obligations and any other obligations or liabilities of the Issuer under the Note Purchase Agreement shall be deemed satisfied in full, and the Note Purchase Agreement and each of the other Note Documents shall terminate. The Agent agrees to take all further actions and deliver any additional documents as may be reasonably requested by the Issuer or the Buyer in order to further effect the foregoing.

This Letter of Direction shall be governed by the laws of the State of New York (without regard for its conflicts of laws provisions).

[Signature page follows.]


IN WITNESS WHEREOF, the undersigned have executed this Letter of Direction as of the date first above written.

GRACE BAY HOLDINGS II, LLC

By: 
Name: **Richard Siegel**
Title: **Authorized Signatory**

[Signature page to Direction Letter from Grace Bay Holdings II, LLC]

BAYSIDE GALLO ACQUISITION, LLC
By: BAYSIDE GALLO HOLDINGS, LLC, its Sole Member

By: 
Name: _____
Title: **Adam Schimel**
Authorized Signatory

[Signature page to Direction Letter from Grace Bay Holdings II, LLC]