

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Senior First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sorenson Communications, Inc.		03/15/2013	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	3401028	DEAFVP	
Registration Number:	3401020	DEAFVP.COM	
Registration Number:	3899029	DIRECT VP	
Registration Number:	4254616	DKN DEAF KIDS NETWORK	
Registration Number:	3809683	EMPOWERING INTERPRETERS AND EDUCATORS	
Registration Number:	2646114	ENVISION	
Registration Number:	3932140	LIFE IS CALLING	
Registration Number:	3546952	LIGHTRING	
Registration Number:	4151213	MYRUMBLE	
Registration Number:	3944908	MYSORENSEN	
Registration Number:	4019951	NTOUCH	
Registration Number:	2636357	S	
Registration Number:	3117602	SIGNMAIL	
Registration Number:	4207186	SN SIGNETWORK	

Registration Number:	3426895	SORENSEN COMMUNICATIONS
Registration Number:	3348448	SORENSEN VIDEO RELAY SERVICE
Registration Number:	3508724	SORENSEN VIDEO REMOTE INTERPRETING
Registration Number:	3508725	SORENSEN VRI
Registration Number:	2888478	SORENSEN VRS
Registration Number:	3418439	SVRS
Registration Number:	3323743	VI-P
Registration Number:	3213543	VP-100
Registration Number:	3213544	VP-200
Registration Number:	4019952	YOUR WORLD IN TOUCH

CORRESPONDENCE DATA

Fax Number: 7147558290

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	045494-0088
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/atk/
Date:	03/15/2013

Total Attachments: 6

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SENIOR FIRST LIEN TRADEMARK SECURITY AGREEMENT

This **SENIOR FIRST LIEN TRADEMARK SECURITY AGREEMENT**, dated as of March 15, 2013 (as amended, supplemented or otherwise modified from time to time, this **“Trademark Security Agreement”**), is made by each of the signatories hereto (collectively, the **“Grantors”**) in favor of **WILMINGTON TRUST, NATIONAL ASSOCIATION**, as collateral trustee for the holders of the Senior First Lien Obligations (in such capacity as collateral trustee and together with its permitted successors and assigns, the **“Collateral Trustee”**).

WHEREAS, reference is made to that certain First Lien Credit and Guaranty Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the **“Credit Agreement”**), by and among **SORENSEN COMMUNICATIONS, INC.**, a Utah corporation (along with its permitted successors and assigns, the **“Borrower”**), **SCI HOLDINGS, INC.**, a Delaware corporation (along with its permitted successors and assigns, **“Holdings”**) and certain subsidiaries of Holdings, as Guarantors, the Lenders party thereto from time to time, **J.P. MORGAN SECURITIES LLC**, as Joint Lead Arranger and Joint Bookrunner, **JPMORGAN CHASE BANK, N.A.**, as Administrative Agent, Swing Line Lender and Issuing Bank, and **GOLDMAN SACHS BANK USA**, as Joint Lead Arranger, Joint Bookrunner, and Syndication Agent, which will provide for a \$25,000,000 senior secured revolving credit facility and a \$550,000,000 senior secured term loan facility;

WHEREAS, in order to secure the Obligations under the Credit Agreement, the Grantors shall have executed and delivered that certain Senior First Lien Pledge and Security Agreement, dated as of the date hereof, in favor of the Collateral Trustee (as amended, supplemented, replaced or otherwise modified from time to time, the **“Pledge and Security Agreement”**);

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Trustee for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in Pledge and Security Agreement, and, if not therein defined, in the Credit Agreement.

SECTION 2. Grant of Security. (a) Each Grantor hereby grants to the Collateral Trustee for the ratable benefit of the Secured Parties a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising by or with respect to such Grantor (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 Secured Obligations:

all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (A) the registrations and applications referred to in Schedule 1 attached hereto (as such schedule may be amended or supplemented from time to time), (B) all extensions or renewals of any of the foregoing, (C) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (D) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (E) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

(b) Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted hereunder attach to any Excluded Assets or any “intent-to-use” United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or (c) in each case, only to the extent the grant of security interest in such intent-to-use Trademark is in violation of 15 U.S.C. §1060 and only unless and until a “Statement of Use” or “Amendment to Allege Use” is filed, has been deemed in conformance with 15 U.S.C. §1051(a) and (c) or examined and accepted, respectively, by the United States Patent and Trademark Office.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (including by telecopy), 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.

SECTION 5. Governing Law. This Trademark Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 6. Conflict Provision. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

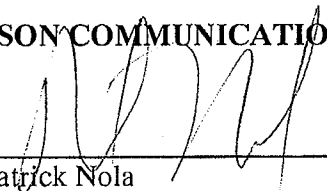
SECTION 7. Termination and Release. This Trademark Security Agreement shall automatically terminate and the lien on and security interest in the Trademark Collateral shall be automatically released upon the payment and performance in full of the Secured Obligations

(other than any outstanding indemnification obligations) in accordance with Sections 8.4 and 9 of the Pledge and Security Agreement. Upon the termination of this Trademark Security Agreement, the Collateral Trustee shall, at each applicable Grantor's expense, execute and deliver all documents, or otherwise authorize the filing of such documents to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein as such Grantors shall reasonably request, in each case in form and substance reasonably acceptable to the Collateral Trustee.

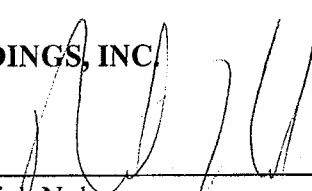
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IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

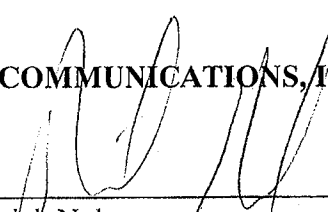
SORENSEN COMMUNICATIONS, INC.

By: 
Name: Patrick Nola
Title: Chief Executive Officer

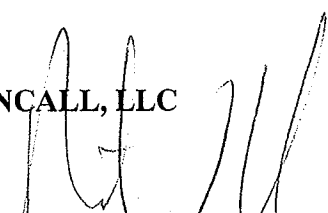
SCI HOLDINGS, INC.

By: 
Name: Patrick Nola
Title: Chief Executive Officer

ALLIED COMMUNICATIONS, INC.

By: 
Name: Patrick Nola
Title: President and Chief Executive Officer

CAPTIONCALL, LLC

By: 
Name: Patrick Nola
Title: President and Chief Executive Officer

**WILMINGTON TRUST,
NATIONAL ASSOCIATION,**
as Collateral Trustee





By: _____

Name:  Jeffery Rose

Title: Vice President

Schedule 1

United States Trademark Registrations and Applications

Trademark	Application No.	Registration No.	Status	Owner Name
CAPTIONCALL	77878980	4140422	Registered	CaptionCall, LLC
CAPTIONCALL	77092309	3525999	Registered	CaptionCall, LLC
DEAFVP	77189748	3401028	Registered	Sorenson Communications, Inc.
DEAFVP.COM	77187689	3401020	Registered	Sorenson Communications, Inc.
Design Only 	77875706	3920903	Registered	CaptionCall, LLC
DIRECT VP	77924383	3899029	Registered	Sorenson Communications, Inc.
DKN DEAF KIDS NETWORK 	85282050	4254616	Registered	Sorenson Communications, Inc.
EMPOWERING INTERPRETERS AND EDUCATORS	77817940	3809683	Registered	Sorenson Communications, Inc.
ENVISION	75603817	2646114	Registered	Sorenson Communications, Inc.
LIFE IS CALLING	77875712	3932140	Registered	Sorenson Communications, Inc.
LIGHTRING	78921387	3546952	Registered	Sorenson Communications, Inc.
MYRUMBLE	85250667	4151213	Registered	Sorenson Communications, Inc.
MYSORENSEN	77660407	3944908	Registered	Sorenson Communications, Inc.
NTOUCH	77772085	4019951	Registered	Sorenson Communications, Inc.
S 	76016541	2636357	Renewed	Sorenson Communications, Inc.
SIGNMAIL	76564449	3117602	Registered	Sorenson Communications, Inc.
SIPRELAY	78919844	3218106	Registered	CaptionCall, LLC
SN SIGNETWORK 	85332042	4207186	Registered	Sorenson Communications, Inc.
SORENSEN COMMUNICATIONS	78878126	3426895	Registered	Sorenson Communications, Inc.
SORENSEN IP RELAY	78919678	3426927	Registered	CaptionCall, LLC
SORENSEN VIDEO RELAY SERVICE	78921512	3348448	Registered	Sorenson Communications, Inc.
SORENSEN VIDEO REMOTE INTERPRETING	78919869	3508724	Registered	Sorenson Communications, Inc.
SORENSEN VRI	78920063	3508725	Registered	Sorenson Communications, Inc.
SORENSEN VRS	76509159	2888478	Registered	Sorenson Communications, Inc.
SVRS	78953712	3418439	Registered	Sorenson Communications, Inc.
VI-P	77146672	3323743	Registered	Sorenson Communications, Inc.
VP-100	78921519	3213543	Registered	Sorenson Communications, Inc.
VP-200	78921520	3213544	Registered	Sorenson Communications, Inc.
YOUR WORLD IN TOUCH	77773108	4019952	Registered	Sorenson Communications, Inc.