

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
West Corporation		09/11/2013	CORPORATION: DELAWARE
West IP Communications, Inc.		09/11/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	1525 W.T. Harris Boulevard		
Internal Address:	M.C. NC 0680		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4204401	MAXXIS	
Registration Number:	4332882	BEWARE	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	800-927-9801 x 62348		
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:	836556-10		
NAME OF SUBMITTER:	Jean Paterson		

CH \$65.00 4204401

Signature:	/jep/
Date:	10/07/2013
Total Attachments: 6 source=10-7-13 West Corporation-TM#page1.tif source=10-7-13 West Corporation-TM#page2.tif source=10-7-13 West Corporation-TM#page3.tif source=10-7-13 West Corporation-TM#page4.tif source=10-7-13 West Corporation-TM#page5.tif source=10-7-13 West Corporation-TM#page6.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):

- 1. West Corporation
- 2. West IP Communications, Inc.

- Individual(s)
- Partnership
- Corporation- State: Delaware (both)
- Other _____

Citizenship (see guidelines) USA-Delaware

Additional names of conveying parties attached? Yes No

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

Execution Date(s) SEPTEMBER 11, 2013

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Bank, National Association, as Admin..

Street Address: 1525 W.T. Harris Boulevard, M.C. NC 0680

City: Charlotte

State: NC

Country: USA Zip: 28262

- Individual(s) Citizenship _____
- Association Citizenship USA-Federal
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

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) NONE Text

B. Trademark Registration No.(s) 4204401 and 4332882

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: MAUREEN P. MURPHY, LEGAL ASSISTANT

Internal Address: CAHILL GORDON & REINDEL LLP

Street Address: 80 PINE STREET

City: NEW YORK

State: NY Zip: 10005

Phone Number: (212) 701-3283

Docket Number: _____

Email Address: mmurphy@cahill.com

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 _____

9. Signature: Maureen P. Murphy
Signature

OCTOBER 4, 2013

Date

MAUREEN P. MURPHY

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

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

SHORT FORM INTELLECTUAL PROPERTY AGREEMENT

TRADEMARK SECURITY AGREEMENT SUPPLEMENT, dated as of September 11, 2013, by the entity listed on the signature page hereof (a "**Grantor**"), in favor of Wells Fargo Bank, National Association, as administrative agent (in such capacity, the "**Administrative Agent**").

W i t n e s s e t h:

WHEREAS, West Corporation (the "**Borrower**") is party to the Amended and Restated Credit Agreement dated as of October 5, 2010 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Borrower, each Lender from time to time party thereto, Wells Fargo 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, National Association and General Electric Capital Corporation, as Co-Documentation Agents;

WHEREAS, the Grantor other than the Borrower is party to the Senior Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, the Grantor is 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 Grantor is required to execute and deliver this Trademark Security Agreement Supplement;

WHEREAS, the Grantor has 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, the 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

The 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 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, the 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 IP COMMUNICATIONS, INC.
WEST CORPORATION
as Grantor

By: 

Name: Paul M. Mendlik

Title: Chief Financial Officer and Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005126 FRAME: 0275

ACCEPTED AND AGREED
as of the date first above written:

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Administrative Agent

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

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005126 FRAME: 0276

Schedule I
to
Trademark Security Agreement

Trademark Registrations

TRADEMARK/TRADE NAMES OWNED BY WEST IP COMMUNICATIONS, INC.

<u>Mark</u>	<u>File Date</u>	<u>Reg. No.</u>
MAXXIS	03/03/2011	4,204,401

TRADEMARK/TRADE NAMES OWNED BY WEST CORPORATION

<u>Mark</u>	<u>File Date</u>	<u>Reg. No.</u>
BEWARE	05/07/2012	4,332,882