TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement (First Lien)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DSI-ITI, LLC		05/23/2013	LIMITED LIABILITY COMPANY: DELAWARE
Global Tel*Link Corporation		05/23/2013	CORPORATION: DELAWARE
Public Communications Services, Inc.		05/23/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Credit Suisse AG
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 58

Property Type	Number	Word Mark
Registration Number:	3459229	CALL IQ
Registration Number:	3913032	CALL-TRACK
Registration Number:	3934816	EZ DEPOSIT KIOSK
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

CH $1465.00 3459229

Registration Number:	3977084	DSI ITI
Registration Number:	3966147	DSI-ITI
Registration Number:	3664018	FREE CHAT
Registration Number:	3534776	GANG MANAGER
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:	3897033	LAZERPLAYER
Registration Number:	3312666	LAZERPRINT
Registration Number:	3291050	LAZERSPEAK
Registration Number:	3291051	LAZERSPY
Registration Number:	3615390	LAZERWEB
Registration Number:	3819928	SECURITY THREAT MANAGER
Registration Number:	3463745	THE NEXT GENERATION OF CORRECTIONAL TELE
Registration Number:	3893375	THE NEXT GENERATION OF CORRECTIONAL TECH
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
Registration Number:	4308705	VALUE-ADDED COMMUNICATIONS
Registration Number:	4298242	VAC
Registration Number:	4298197	VAC
Registration Number:	4298058	VAC
Registration Number:	4298245	VAC
Registration Number:	4178234	TECHNOLOGY INCENTIVE PROGRAM (T.I.P.)
Registration Number:	4189357	TIP
Registration Number:	4157005	TIP CERTIFIED
Registration Number:	4134947	T.I.P.

	4091077	GLOBAL TEL*LINK-CALL RECORD SEARCH TOOL
Registration Number:	4080114	THE INTELLIGENT WAY TO MONITOR YOUR CALL
Registration Number:	4162042	CONNECTNETWORK
Registration Number:	4162041	CONNECTNETWORK
Serial Number:	85265745	CONNECTNETWORK
Serial Number:	85243499	THE INTELLIGENT WAY TO MONITOR YOUR CALL
Serial Number:	85841822	GTL DATA IQ PHONE CALLS VISITATIONS MONE
Serial Number:	85816976	TALK NOW
Serial Number:	85778095	EXPRESSRELEASE
Serial Number:	85833709	GTL GENESIS
Serial Number:	85881611	CELL COLLECT
Serial Number:	85265748	CONNECTNETWORK

CORRESPONDENCE DATA

Fax Number: 9177777373

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

Phone: 212-735-3000

Email: andrew.patrick@skadden.com

Correspondent Name: Skadden Arps Slate Meagher & Flom LLP

Address Line 1: Four Times Square

Address Line 2: Attn: Greg Norman, Esq.

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	217730/2188
NAME OF SUBMITTER:	GREG NORMAN
Signature:	/GN/
Date:	10/08/2013

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT (FIRST LIEN)

This TRADEMARK SECURITY AGREEMENT (FIRST LIEN) (as amended, restated, amended and restated, supplemented, restructured or otherwise modified, this "Agreement"), dated as of May 23, 2013, is made by DSI-ITI, LLC, a Delaware limited liability company located at 107 St. Francis Street, 32nd Floor, Mobile, AL 36602 ("DSI"), GLOBAL TEL*LINK CORPORATION, a Delaware corporation located at 107 St. Francis Street, 32nd Floor, Mobile, AL 36602 (the "Borrower"), PUBLIC COMMUNICATIONS SERVICES, INC., a California corporation located at 107 St. Francis Street, 32nd Floor, Mobile, AL 36602 ("PCS") (DSI, the Borrower and PCS, the "Grantors", and each individually a "Grantor"), in favor of CREDIT SUISSE AG, a Swiss bank located at Eleven Madison Avenue, New York, New York 10010 (the "Assignee"), as Administrative Agent pursuant to that certain First Lien Guarantee and Collateral Agreement, dated as of May 23, 2013, 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 "First Lien Guarantee and Collateral Agreement"), and pursuant to that certain First Lien Credit Agreement, dated as of May 23, 2013, among GTEL Holdings, Inc. ("Holdings"), the Borrower and certain Lenders and agents party thereto (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "First Lien Credit Agreement").

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

WHEREAS, Holdings and the Borrower are members of an affiliated group of companies that includes each other Grantor (as defined in the First Lien Guarantee and Collateral Agreement);

WHEREAS, the proceeds of the extensions of credit under the First Lien Credit Agreement will be used in part to enable the Borrower to make valuable transfers to one or more of the other Grantors (as defined in the First Lien 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 the Borrower;

WHEREAS, Holdings, the Borrower and the other Grantors (as defined in the First Lien Guarantee and Collateral Agreement) are engaged in related businesses, and each such Grantor derives substantial direct and indirect benefit from the extensions of credit under the First Lien Credit Agreement and from the Specified Swap Agreements; and

WHEREAS, pursuant to the First Lien 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 assets and property, in each case, wherever located and 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 of such Grantor, including, without limitation, the registered and applied for Trademarks of such Grantor listed on Schedule A hereto; and

(ii) to the extent not otherwise included, all Proceeds of the foregoing;

provided that, notwithstanding any other provision set forth herein, this Agreement (including without limitation, this Section 1) shall not, at any time, constitute a grant of a security interest in any United States intent-to-use trademark or service mark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under Federal law; provided, however, that, after such period, each Grantor acknowledges that such interest in such trademark or service mark application shall automatically be subject to a security interest in favor of the Assignee and shall be included in the Collateral.

(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 First Lien 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 First Lien 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 First Lien 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 First Lien Guarantee and Collateral Agreement, the provisions of the First Lien 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 First Lien 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 or supplement 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 and deliver any additional agreement or amendment or supplement hereto as may be reasonably requested 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 First Lien 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. Recordation

Each Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by the Assignee.

5. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement or any document or instrument delivered in connection herewith by facsimile transmission or other electronic image scan transmission (e.g., PDF) shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable.

[*Signature Page Follows*]

TRADEMARK
REEL: 005127 FRAME: 0046

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:

DSI-ITI, LLC

By: _____
Name: Charles Stephen Yow
Title: Vice President, Chief Financial Officer, Treasurer and Secretary

GLOBAL TEL*LINK CORPORATION

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

[Signature Page to Trademark Security Agreement (First Lien)]

ASSIGNEE:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Assignee

By: _____
Name: KEVIN BUDDHDEW
Title: AUTHORIZED SIGNATORY

By: _____
Name: PATRICK FREYTAG
Title: AUTHORIZED SIGNATORY

[Signature Page to Trademark Security Agreement (First Lien)]

Schedule A

UNITED STATES TRADEMARKS

Jurisdiction	Trademark	Reg No. (App. No.)	Reg Date (App. Date)	Owner
US	CALL IQ	3,459,229	7/11/2008	DSI-ITI, LLC
US	CALL-TRACK	3,913,032	2/1/2011	DSI-ITI, LLC
US	EZ DEPOSIT KIOSK	3,934,816	3/22/2011	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	8/4/2009	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	ADVANCE PAY	3,151,704	10/3/2006	Global Tel*Link Corporation
US	ADVANCE PAY	3,698,933	10/20/2009	Global Tel*Link Corporation
US	DSI ITI	3,977,084	6/14/2011	Global Tel*Link Corporation
US	DSI-ITI	3,966,147	5/24/2011	Global Tel*Link Corporation
US	FREE CHAT	3,664,018	8/4/2009	Global Tel*Link Corporation
US	GANG MANAGER	3,534,776	11/18/2008	Global Tel*Link Corporation
US	GLOBAL TEL*LINK	3,315,466	10/23/2007	Global Tel*Link Corporation
US	GLOBAL TEL*LINK	3,315,465	10/23/2007	Global Tel*Link Corporation
US	GLOBAL TEL*LINK	3,315,464	10/23/2007	Global Tel*Link Corporation

Jurisdiction	Trademark	Reg No. (App. No.)	Reg Date (App. Date)	Owner
US		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	3,782,532	4/27/2010	Global Tel*Link Corporation
US	LAZERNET	3,782,531	4/27/2010	Global Tel*Link Corporation
US	LAZERPHONE	2,448,631	5/8/2001	Global Tel*Link Corporation
US	LAZERPHONE	3,454,990	6/24/2008	Global Tel*Link Corporation
US	LAZERPLAYER	3,897,033	12/28/2010	Global Tel*Link Corporation
US	LAZERPRINT	3,312,666	10/16/2007	Global Tel*Link Corporation
US	LAZERSPEAK	3,291,050	9/11/2007	Global Tel*Link Corporation
US	LAZERSPY	3,291,051	9/11/2007	Global Tel*Link Corporation
US	LAZERWEB	3,615,390	5/5/2009	Global Tel*Link Corporation
US	SECURITY THREAT MANAGER	3,819,928	7/13/2010	Global Tel*Link Corporation
US	THE NEXT GENERATION OF CORRECTIONAL TELECOMMUNICATIONS	3,463,745	7/8/2008	Global Tel*Link Corporation
US	THE NEXT GENERATION OF CORRECTIONAL TECHNOLOGY	3,893,375	12/21/2010	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.
US	VALUE-ADDED COMMUNICATIONS	4,308,705	3/26/2013	Global Tel*Link Corporation
US	VAC	4,298,242	3/5/2013	Global Tel*Link Corporation
US	VAC	4,298,197	3/5/2013	Global Tel*Link Corporation
US	VAC	4,298,058	3/5/2013	Global Tel*Link Corporation

Jurisdiction	Trademark	Reg No. (App. No.)	Reg Date (App. Date)	Owner
US	VAC	4,298,245	3/5/2013	Global Tel*Link Corporation
US	TECHNOLOGY INCENTIVE PROGRAM (T.I.P.)	4,178,234	7/24/2012	Global Tel*Link Corporation
US	TIP	4,189,357	8/14/2012	Global Tel*Link Corporation
US	TIP CERTIFIED	4,157,005	6/12/2012	Global Tel*Link Corporation
US	T.I.P.	4,134,947	5/1/2012	Global Tel*Link Corporation
US	GLOBAL TEL*LINK CALL RECORD SEARCH TOOL	4,091,077	1/24/2012	Global Tel*Link Corporation
US	THE INTELLIGENT WAY TO MONITOR YOUR CALLS	4,080,114	1/3/2012	Global Tel*Link Corporation
US	CONNECTNETWORK	4,162,042	6/19/2012	Global Tel*Link Corporation
US	CONNECTNETWORK	4,162,041	6/19/2012	Global Tel*Link Corporation
US	CONNECTNETWORK	(85/265,745)	(3/14/2011)	Global Tel*Link Corporation
US	THE INTELLIGENT WAY TO MONITOR YOUR CALLS	(85/243,499)	(2/16/2011)	Global Tel*Link Corporation

Jurisdiction	Trademark	Reg No. (App. No.)	Reg Date (App. Date)	Owner
US	GTL DATA IQ	(85/841,822)	(2/6/2013)	Global Tel*Link Corporation
US	talk now	(85/816,976)	(1/7/2013)	Global Tel*Link Corporation
US	EXPRESSRELEASE	(85/778,095)	(11/13/2012)	Global Tel*Link Corporation
US	GTL GENESIS	(85/833,709)	(1/28/2013)	Global Tel*Link Corporation
US	CELL COLLECT	(85/881,611)	(3/20/2013)	Global Tel*Link Corporation
US	CONNECTNETWORK	(85/265,748)	(3/14/2011)	Global Tel*Link Corporation

FOREIGN TRADEMARKS

NONE

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