

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM304274

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SORENSEN COMMUNICATIONS, INC.		04/30/2014	CORPORATION: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. BANK NATIONAL ASSOCIATION		
<b>Street Address:</b>	60 LIVINGSTON AVENUE		
<b>Internal Address:</b>	ATTN: JOSHUA HAHN EP-MN-WS3C		
<b>City:</b>	ST PAUL		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55107-2292		
<b>Entity Type:</b>	NATIONAL ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3401028	DEAFVP	
<b>Registration Number:</b>	3401020	DEAFVP.COM	
<b>Registration Number:</b>	4254616	DKN DEAF KIDS NETWORK	
<b>Registration Number:</b>	3899029	DIRECT VP	
<b>Registration Number:</b>	3809683	EMPOWERING INTERPRETERS AND EDUCATORS	
<b>Registration Number:</b>	2646114	ENVISION	
<b>Registration Number:</b>	3932140	LIFE IS CALLING	
<b>Registration Number:</b>	3546952	LIGHTRING	
<b>Registration Number:</b>	4151213	MYRUMBLE	
<b>Registration Number:</b>	3944908	MYSORENSEN	
<b>Registration Number:</b>	4019951	NTOUCH	
<b>Registration Number:</b>	2636357	S	
<b>Registration Number:</b>	3117602	SIGNMAIL	
<b>Registration Number:</b>	4207186	SN SIGNETWORK	
<b>Registration Number:</b>	3426895	SORENSEN COMMUNICATIONS	
<b>Registration Number:</b>	3348448	SORENSEN VIDEO RELAY SERVICE	
<b>Registration Number:</b>	3508724	SORENSEN VIDEO REMOTE INTERPRETING	
<b>Registration Number:</b>	3508725	SORENSEN VRI	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
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
Registration Number:	4506008	SILKSCROLL

**CORRESPONDENCE DATA**

**Fax Number:** 2028874288  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
**Phone:** 202-887-4262  
**Email:** DC\_IPDOCKETING@AKINGUMP.COM  
**Correspondent Name:** AKIN GUMP STRAUSS HAUER & FELD LLP  
**Address Line 1:** 1333 NEW HAMPSHIRE AVENUE, N.W.  
**Address Line 4:** WASHINGTON, DISTRICT OF COLUMBIA 20036-1564

<b>ATTORNEY DOCKET NUMBER:</b>	691570-0001
<b>NAME OF SUBMITTER:</b>	DAVID C. LEE
<b>SIGNATURE:</b>	/DAVID C. LEE/
<b>DATE SIGNED:</b>	05/12/2014

**Total Attachments: 10**  
source=Second Lien Trademark Security Agreement#page1.tif  
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## SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT**, dated as of April 30, 2014 (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 **U.S. BANK NATIONAL ASSOCIATION**, as Collateral Agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Indenture referred to below).

**WHEREAS**, reference is made to that certain Indenture, dated as of April 30, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Indenture**”), by and among **SORENSEN COMMUNICATIONS, INC.**, a Utah corporation (along with its permitted successors and assigns, the “**Company**”), **SCI HOLDINGS, INC.**, a Delaware corporation (along with its permitted successors and assigns, “**Holdings**”) and **CERTAIN SUBSIDIARIES OF HOLDINGS**, as Guarantors, and **U.S. BANK NATIONAL ASSOCIATION**, as trustee (in such capacity, together with its permitted successors and assigns, the “**Trustee**”) and the Collateral Agent.

**WHEREAS**, in order to secure the Secured Obligations under the Indenture and the other Note Documents, the Grantors shall have executed and delivered that certain Second Lien Pledge and Security Agreement, dated as of April 30, 2014, in favor of the Collateral Agent (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 Agent 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 Indenture.

**SECTION 2. Grant of Security.** (a) Each Grantor hereby grants to the Collateral Agent 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 Property or any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

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 Indenture. 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 Indenture, 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 Second Lien Notes Indenture, the provisions of the Pledge and Security Agreement or the Indenture 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 8.22 and 9 of the Pledge and Security Agreement. Upon the termination of this Trademark Security Agreement, the Collateral Agent 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 Agent.

*[Remainder of page intentionally left blank]*

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

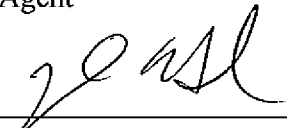
**SORENSEN COMMUNICATIONS, INC.**

By: *Reed Steiner*  
Name: Reed Steiner  
Title: Vice President - Finance

[Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005278 FRAME: 0588**

U.S. BANK NATIONAL ASSOCIATION,  
as Collateral Agent

By:   
Name: Joshua A. Hahn  
Title: Vice President

[Second Lien Trademark Security Agreement]

Schedule 1

Registered Trademarks and Applications for Trademark Registration:

Grantor	Mark	US Registration Date	US Registration #	Date Filed in US	US Serial Number	Filing status in Canada	Filing Status in European Community	Filing Status in Norway	Filing Status in Switzerland
Sorrenson Communications, Inc.	<b>DEAFVP</b>	Registered 3/25/08	Registration # 3,401,028	5/24/07	77/189,748	Filed 7/12/07 App # 1,355,381	Filed 4/26/11 Reg. # 009920687	Abandoned	Reg. #622617 Reg. Date: 11/16/11
Sorrenson Communications, Inc.	<b>DEAFVP.COM</b>	Registered 3/25/08	Registration # 3,401,020	5/22/07	77/187,689	Abandoned	n/a	n/a	n/a
Sorrenson Communications, Inc.	<b>DKN DEAF KIDS NETWORK</b>	Registered 12/4/12	Registration # 4,254,616	3/31/11	85/282,050	Filed 9/21/11 App. # 1,544,433	n/a	n/a	n/a
Sorrenson Communications, Inc.	<b>DIRECTVP</b>	Canceled				Filed 1/22/09 App. # 1,425,249	n/a	n/a	n/a
Sorrenson Communications, Inc.	<b>DIRECTVP</b>	Registered 1/4/11	Registration # 3,899,029	1/31/10	77/924,383	Abandoned	Filed 4/26/11 Reg. # 009920562	Abandoned	Reg. #618513 Reg. Date: 8/19/11
Sorrenson Communications, Inc.	<b>EMPOWERING INTERPRETERS AND EDUCATORS</b>	Registered 6/29/10	Registration # 3,809,683	9/1/09	77/817,940	n/a	Filed 4/26/11 Reg. # 009920604	Abandoned	Abandoned



Grantor	Mark	US Registration Date	US Registration #	Date Filed in US	US Serial Number	Filing status in Canada	Filing Status in European Community	Filing Status in Norway	Filing Status in Switzerland
Sorrenson Communications, Inc.	<b>ENVISION</b>	Registered 11/05/02	Registration # 2,646,114	12/11/98	75/603,817	Reg # TMA737,149 Reg. Date: 3/27/08	n/a	n/a	n/a
Sorrenson Communications, Inc.	<b>LIFE IS CALLING</b>	Registered 3/15/11	Registration # 3,932,140	11/18/09	77/875,712	Filed 6/27/00 App. # 1,064,695 Reg. # TMA562969 Reg. Date: 6/4/02	Filed 3/31/11 Reg. # 009855867	Reg. #261513 Reg. Date: 9/15/11	Reg. #616071 Reg. Date: 6/1/11
Sorrenson Communications, Inc.	<b>LIGHTRING</b>	Registered 12/16/08	Registration # 3,546,952	6/30/06	78/921,387	Filed 11/09/06 Reg # TMA711,096	Filed 11/03/06 Reg. # 005466792	n/a	n/a
Sorrenson Communications, Inc.	<b>MYRUMBLE</b>	Registered 5/29/2012	Registration # 4,151,213	2/24/11	85/250,667	Filed 8/22/11 App. # 1,540,570	Filed 7/4/11 Reg. # 010096303	Reg. # 262665 Reg. Date: 11/22/11	Reg. #622679 Reg. Date: 11/18/11
Sorrenson Communications, Inc.	<b>MYSORENSEN</b>	Registered 4/12/11	Registration # 3,944,908	1/30/09	77/660,407	n/a	Filed 4/26/11 Reg. # 009920521	Reg. #262232 Reg. Date: 10/31/11	Reg. #622317 Reg. Date: 11/10/11
Sorrenson Communications, Inc.	<b>NTOUCH</b>	Registered 8/30/11	Registration # 4,019,951	7/01/09	77/772,085	App # 1,464,172 Filed 12/24/09	Filed 4/26/11 Reg. # 009920711	Reg. #262233 Reg. Date: 10/31/11	Reg. #619909 Reg. Date: 9/7/11
Sorrenson Communications, Inc.	<b>S</b>	Registered 10/15/02	Registration # 2,636,357	4/3/00	76/016,541	n/a	n/a	n/a	n/a

Grantor	Mark	US Registration Date	US Registration #	Date Filed in US	US Serial Number	Filing status in Canada	Filing Status in European Community	Filing Status in Norway	Filing Status in Switzerland
Sorrenson Communications, Inc.	<b>SIGNMAIL</b>	Registered 7/18/06	Registration # 3,117,602	12/10/03	76/564,449	Reg # TMA725,166 Reg. Date: 10/2/08	Filed 4/26/11 Reg. # 009921131	Reg. #262231 Reg. Date: 10/31/11	Reg. #619931 Reg. Date: 9/7/11
Sorrenson Communications, Inc.	<b>SILKSCROLL</b>	Pending Intent to Use	n/a	4/30/12	85/612,500	n/a	n/a	n/a	n/a
Sorrenson Communications, Inc.	<b>SN SIGNETWORK</b>	Registered 9/11/12	Registration # 4,207,186	5/27/11	85/332,042	Filed 11/16/11 App. # 1,552,217	n/a	n/a	n/a
Sorrenson Communications, Inc.	<b>SORENSEN COMMUNICATIONS</b>	Registered 5/13/08	Registration # 3,426,895	5/5/06	78/878,126	Reg # TMA730,734 Reg. Date: 12/11/08	Filed 11/03/06 Reg. # 005466818	Reg. #262204 10/28/11	Reg. #622316 Reg. Date: 11/10/11
Sorrenson Communications, Inc.	<b>SORENSEN COMMUNICATIONS OF CANADA</b>	Abandoned	n/a	8/16/06	78/953,769 * INTENT TO USE-- NOT INCLUDE D IN COLLATE RAL	Reg # TMA732,781 Reg. Date: 1/20/09	n/a	n/a	n/a
Sorrenson Communications, Inc.	<b>SORENSEN VIDEO RELAY SERVICE</b>	Registered 12/04/07	Registration # 3,348,448	6/30/06	78/921,512	Reg. # TMA732,679 Reg. Date: 1/19/2009	Filed 11/03/06 Reg. # 005466776	n/a	n/a

Grantor	Mark	US Registration Date	US Registration #	Date Filed in US	US Serial Number	Filing status in Canada	Filing Status in European Community	Filing Status in Norway	Filing Status in Switzerland
Sorrenson Communications, Inc.	<b>SORENSEN VIDEO REMOTE INTERPRETING</b>	Registered 9/30/08	Registration # 3,508,724	6/29/06	78/919,869	Reg. # TMA840,843 Reg. Date: 1/21/13	Filed 4/26/11 Reg. # 009920364	Reg. #262208 Reg. Date: 10/28/11	Reg. #628220 Reg. Date: 4/13/12
Sorrenson Communications, Inc.	<b>SORENSEN VRI</b>	Registered 9/30/08	Registration # 3,508,725	6/29/06	78/920,063	Reg. # 840,809 Reg. Date: 1/21/13	Filed 4/26/11 Reg. # 009920083	Reg. #262209 Reg. Date: 10/28/11	Reg. #620714 Reg. Date: 9/26/11
Sorrenson Communications, Inc.	<b>SORENSEN VRS</b>	Registered 9/28/04	Registration # 2,888,478	4/24/03	76/509,159	Reg. # TMA725,145 Reg. Date: 10/2/08	Filed 4/26/11 Reg. # 009920216	Reg. #262210 Reg. Date: 10/28/11	Reg. #619856 Reg. Date: 9/7/11
Sorrenson Communications, Inc.	<b>SVRS</b>	Registered 4/29/08	Registration # 3,418,439	8/16/06	78/953,712	Reg. # TMA798,709 Reg. Date: 5/27/11	Filed 4/26/11 Reg. # 009920927	Reg. #262213 Reg. Date: 10/28/11	Reg. #618512 Reg. Date: 8/19/11
Sorrenson Communications, Inc.	<b>VI-P</b>	Registered 10/30/07	Registration # 3,323,743	4/2/07	77/146,672	Filed 5/9/08 App # 1,346,720	Filed 5/24/07 Reg. # 005934096	n/a	n/a
Sorrenson Communications, Inc.	<b>VP-100</b>	Registered 2/27/07	Registration # 3,213,543	6/30/06	78/921,519	Reg. # TMA725,007 Reg. Date: 10/2/08	Filed 4/26/11 Reg. # 009920811	Abandoned	Reg. #615011 Reg. Date: 5/9/11

Grantor	Mark	US Registration Date	US Registration #	Date Filed in US	US Serial Number	Filing status in Canada	Filing Status in European Community	Filing Status in Norway	Filing Status in Switzerland
Sorrenson Communications, Inc.	<b>VP-200</b>	Registered 2/27/07	Registration # 3,213,544	6/30/06	78/921,520	Reg # TMA725,006 Reg. Date: 10/2/08	Filed 4/26/11 Reg. # 009920851	Abandoned	Reg. #614976 Reg. Date: 5/6/11
Sorrenson Communications, Inc.	<b>YOUR WORLD IN TOUCH</b>	Registered 8/30/11	Registration # 4,019,952	7/02/09	77/773,108	App # 1,464,171 Filed 12/24/09	Filed 4/26/11 Reg. # 009920786	Reg. #262234 Reg. Date: 10/31/11	Reg. #619855 Reg. Date: 9/7/11

Exclusive Trademark Licenses: None