

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304283

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SENIOR FIRST LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SORENSEN COMMUNICATIONS, INC.		04/30/2014	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	PO BOX 6026		
Internal Address:	IL 1-1145/54/63		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60680-6026		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85612500	SILKSCROLL	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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		
ATTORNEY DOCKET NUMBER:	691570-0001		
NAME OF SUBMITTER:	DAVID C. LEE		
SIGNATURE:	/DAVID C. LEE/		
DATE SIGNED:	05/12/2014		
Total Attachments: 10			
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SENIOR FIRST LIEN TRADEMARK SECURITY AGREEMENT

This **SENIOR FIRST 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 **JPMorgan Chase Bank, N.A.**, as Collateral Agent for the Secured Parties (in such capacity and together with its permitted successors in such capacity, the “**Collateral Agent**”) (as defined in the Credit Agreement referred to below).

WHEREAS, reference is made to that certain First Lien Credit and Guaranty Agreement, dated as of April 30, 2014 (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 RESTRICTED SUBSIDIARIES OF HOLDINGS**, as Guarantors, the Lenders party thereto from time to time, **JPMORGAN CHASE BANK, N.A.**, as Administrative Agent (together with its permitted successors in such capacity, “**Administrative Agent**”) and Collateral Agent, and the other parties thereto.

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 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 Credit Agreement.

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 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, respectively, shall govern.

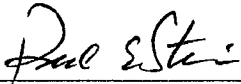
SECTION 7. Termination and Release. This Trademark Security Agreement shall automatically terminate and the lien on and security interest in the Trademark Collateral shall be automatically released upon the payment and performance in full of the Secured Obligations (other than any outstanding indemnification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

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

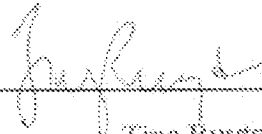
SORENSEN COMMUNICATIONS, INC.

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

[Senior First Lien Trademark Security Agreement]

TRADEMARK
REEL: 005278 FRAME: 0609

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name: _____
Title: Tina Ruyter
Executive Director

[Senior First 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.	DEAFVP	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.	DEAFVP.COM	Registered 3/25/08	Registration # 3,401,020	5/22/07	77/187,689	Abandoned	n/a	n/a	n/a
Sorrenson Communications, Inc.	DKN DEAF KIDS NETWORK	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.	DIRECTVP	Canceled				Filed 1/22/09 App. # 1,425,249	n/a	n/a	n/a
Sorrenson Communications, Inc.	DIRECTVP	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.	EMPOWERING INTERPRETERS AND EDUCATORS	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.	ENVISION	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.	LIFE IS CALLING	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.	LIGHTRING	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.	MYRUMBLE	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.	MYSORENSEN	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.	NTOUCH	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.	S	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.	SIGNMAIL	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.	SILKSCROLL	Pending Intent to Use	n/a	4/30/12	85/612,500	n/a	n/a	n/a	n/a
Sorrenson Communications, Inc.	SN SIGNETWORK	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.	SORENSEN COMMUNICATIONS	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.	SORENSEN COMMUNICATIONS OF CANADA	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.	SORENSEN VIDEO RELAY SERVICE	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.	SORENSEN VIDEO REMOTE INTERPRETING	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.	SORENSEN VRI	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.	SORENSEN VRS	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.	SVRS	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.	VI-P	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.	VP-100	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.	VP-200	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.	YOUR WORLD IN TOUCH	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