

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM308282

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
West Corporation, as Grantor		05/18/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association, as Administrative Agent		
<b>Street Address:</b>	1525 W.T. Harris Boulevard		
<b>Internal Address:</b>	Mail Code: NC 0680		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28262		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86168648	LOCOLOGY	
<b>Serial Number:</b>	86189425	HEALTHY HOMES	
<b>Serial Number:</b>	86190525	HEALTHY HOUSES	
<b>Serial Number:</b>	86202440	V-VIPER	
<b>Serial Number:</b>	86220078	PX29-1-1	
<b>Serial Number:</b>	86225694	OTT49-1-1	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	202-408-3121 X62348		
<b>Email:</b>	jpaterso@cscinfo.com		
<b>Correspondent Name:</b>	CORPORATION SERVICE COMPANY		
<b>Address Line 1:</b>	1090 VERMONT AVENUE NW, SUITE 430		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	185749		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		
<b>SIGNATURE:</b>	/jep/		
<b>DATE SIGNED:</b>	06/20/2014		

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**Total Attachments: 5**

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## SHORT FORM INTELLECTUAL PROPERTY AGREEMENT

TRADEMARK SECURITY AGREEMENT SUPPLEMENT, dated as of May 28, 2014, 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 CORPORATION**

as Grantor

By: 

Name: Paul M. Mendlik

Title: Chief Financial Officer and Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005306 FRAME: 0828**

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: 005306 FRAME: 0829

**Schedule I**  
**to**  
**Trademark Security Agreement**

*Trademark Registrations*

TRADEMARK/TRADE NAME APPLICATIONS OWNED BY WEST  
CORPORATION

<u>Mark</u>	<u>File Date</u>	<u>Application No.</u>
LOCOLOGY	01/17/2014	86/168,648
Healthy Homes	02/10/2014	86/189,425
Healthy Houses	02/11/2014	86/190,525
V-VIPER	02/24/2014	86/202,440
PX29-1-1	03/13/2014	86/220,078
OTT49-1-1	03/19/2014	86/225,694