

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313628

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplement to Intellectual Property Security Agreement dated October 24, 2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Reliance Communications, LLC		07/18/2014	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Administrative Agent, successor by merger to Wachovia Bank, National Association, as successor Administrative Agent to Lehman Commercial Paper Inc.
Street Address:	1525 W.T. Harris Boulevard
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28262
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	85099220	AUTOMESSENGER
Serial Number:	85070734	NO PARENT LEFT BEHIND
Serial Number:	77841216	SMARTCALL
Serial Number:	77545165	SWIFTWAVE NETWORK
Serial Number:	76601197	SCHOOLMESSENGER
Serial Number:	77041227	TALK ABOUT IT
Serial Number:	77048958	TALK ABOUT IT ANONYMOUS HELP FOR STUDENT

CORRESPONDENCE DATA

Fax Number: 2123548113

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.

Phone: 212-819-8437

Email: iprecordations@whitecase.com

Correspondent Name: Andrew Fessak/White & Case LLP

Address Line 1: 1155 Avenue of the Americas

Address Line 2: Patent and Trademark Department

Address Line 4: New York, NEW YORK 10036

TRADEMARK

REEL: 005341 FRAME: 0324

900297965

OP \$190.00 85099220

ATTORNEY DOCKET NUMBER:	1148359-0008
NAME OF SUBMITTER:	Andrew Fessak
SIGNATURE:	/Andrew Fessak/
DATE SIGNED:	08/11/2014

Total Attachments: 11

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SUPPLEMENT, dated as of July 18, 2014, to the Intellectual Property Security Agreement dated as of October 24, 2006 (as amended, restated, supplemented and otherwise modified from time to time), among WEST CORPORATION (the “**Borrower**”), the other Grantors identified therein and WELLS FARGO BANK, NATIONAL ASSOCIATION (the “**Administrative Agent**”), successor by merger to WACHOVIA BANK, NATIONAL ASSOCIATION, as successor Administrative Agent to Lehman Commercial Paper Inc..

A. Reference is made 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 the Borrower, each Lender from time to time party thereto, the Administrative Agent and other agents and parties from time to time party thereto.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Intellectual Property Security Agreement referred to therein.

C. The Grantors have entered into the Intellectual Property Security Agreement in order to induce the Lenders to make Loans and the L/C Issuers to issue Letters of Credit. Section 5.14 of the Intellectual Property Security Agreement provides that Holdings or additional Restricted Subsidiaries of the Borrower may become Grantors under the Intellectual Property Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned (the “**New Grantors**”) are executing this Supplement in accordance with the requirements of the Credit Agreement to become Grantors under the Intellectual Property Security Agreement in order to induce the Lenders to make additional Loans and the L/C Issuers to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Administrative Agent and the New Grantors agree as follows:

SECTION 1. In accordance with Section 5.14 of the Intellectual Property Security Agreement, each New Grantor by its signature below becomes a Grantor under the Intellectual Property Security Agreement with the same force and effect as if originally named therein as a Grantor and each New Grantor hereby (a) agrees to all the terms and provisions of the Intellectual Property Security Agreement applicable to it as a Subsidiary Party and Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the New Grantors, as security for the payment and performance in full of the Obligations, do hereby create and grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Grantors' right, title and interest in and to the Collateral (as defined in the Intellectual Property Security Agreement) of each New Grantor. Each reference to a “Grantor” in the Loan Documents shall be deemed to include each New Grantor. The Intellectual Property Security Agreement is hereby incorporated herein by reference.

SECTION 2. Each New Grantor represents and warrants to the Administrative Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Administrative Agent shall have received a counterpart of this Supplement that bears the signature of each New Grantor and the Administrative Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile or electronic transmission in PDF format shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. Each New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of any and all Patents, Trademarks and Copyrights of such New Grantor and (b) set forth under its signature hereto, is the true and correct legal name of such New Grantor, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. Except as expressly supplemented hereby, the Intellectual Property Security Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 10.02 of the Credit Agreement.

SECTION 9. The New Grantors agree to reimburse the Administrative Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Administrative Agent.

[Signature pages follow]

IN WITNESS WHEREOF, the New Grantors and the Administrative Agent have duly executed this Supplement to the Intellectual Property Security Agreement as of the day and year first above written.

RELIANCE HOLDING, INC.,
as Grantor

By: 
Name: Paul M. Mendlik
Title: Chief Financial Officer and Treasurer

RELIANCE INTERMEDIATE, INC.,
as Grantor

By: 
Name: Paul M. Mendlik
Title: Chief Financial Officer and Treasurer

**RELIANCE COMMUNICATIONS,
LLC,**
as Grantor

By: Reliance Intermediate, Inc., its sole member

By: 
Name: Paul M. Mendlik
Title: Chief Financial Officer and Treasurer

HEALTH ADVOCATE, INC.,

as Grantor

By: 
Name: Paul M. Mendlik
Title: Chief Financial Officer and Treasurer

WELLCALL, INC.,

as Grantor

By: 
Name: Paul M. Mendlik
Title: Chief Financial Officer and Treasurer

**HUMAN MANAGEMENT SERVICES,
INC.,**

as Grantor


By: 
Name: Paul M. Mendlik
Title: Chief Financial Officer and Treasurer

CORPORATE CARE WORKS, INC.,

as Grantor

By: 
Name: Paul M. Mendlik
Title: Chief Financial Officer and Treasurer

RX ADVOCATE, INC.,
as Grantor

By: 

Name: Paul M. Mendlik

Title: Chief Financial Officer and Treasurer

**WELLS FARGO BANK, NATIONAL
ASSOCIATION,**

successor by merger to

**WACHOVIA BANK, NATIONAL
ASSOCIATION,**

as Administrative Agent

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

Schedule I

Patents, Trademarks and Copyrights of the New Grantors

Please see attached.

Intellectual Property – Patents, Trademarks, Copyrights and Domain Names

Patents:

Title	Patent Number	Jurisdiction	Patent Application Number	Issue Date	Filing Date
Voice Message Delivery System and Method	8,131,269	USA	12/512,959	3/6/2012	7/30/2009
Private Anonymous Electronic Messaging	N/A; Application Pending, patent not yet issued	USA	13/542,618	N/A	7/5/2012

Trademarks:

Owner	Trademark	Jurisdiction	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
RCL	AUTOMESSENGER	USA	85/099,220	Not yet registered.	8/3/2010	Not yet registered.
RCL	NO PARENT LEFT BEHIND	USA	85/070,734	3,947,160	6/24/2010	4/19/2011
RCL	SMARTCALL	USA	77/841,216	3,792,793	10/5/2009	5/25/2010
RCL	SWIFTWAVE NETWORK	USA	77/545,165	3,729,436	8/12/2008	12/22/2009
RCL	SCHOOLMESSENGER	USA	76/601,197	3,052,368	7/8/2004	1/31/2006
RCL	TALK ABOUT IT	USA	77/041,227	3,369,961	11/10/2006	1/15/2008
RCL	TALK ABOUT IT ANONYMOUS HELP FOR STUDENTS (Stylized)	USA	77/048,958	3,389,497	11/21/2006	2/26/2008

Intellectual Property

(i)

Registered Trademarks

Mark	Reg. No.	Appl. No.	Jurisdiction	Class	Status
HEALTH PROPONENT and Design	3571832	77473124	United States	35, 36	Active- marked as lapsed in docket
HEALTH PROPONENT and Design	3569026	77331863	United States	35, 36, 44	Active
EXPERT HEALTH CONNECTIONS	3630309	77567431	United States	35, 36	Active
MEDICAL BILL SAVER	3920553	77768006	United States	35, 36, 44	Active
BENEFITS GATEWAY	3816944	77821695	United States	35, 36	Active
BENEFITS GATEWAY	3805073	77865798	United States	42	Active
BENEFITS LIFELINE	4376707	77821752	United States	35, 36	Active
CCW CORPORATE CARE WORKS	3084416	78319083	United States	42	Active-Assigned from Corporate Care Works, Inc. to Health Advocate, Inc.
WELLCALL	3210772	78778565	United States	35, 41, 44	Active-Assigned from WellCall, Inc.
WELLCALL and Design	3210781	78781973	United States	35, 41, 44	Active- Assigned from WellCall, Inc.
HA HEALTH ADVOCATE and Design	4103993	85079641	United States	35, 36	Active

HA and Design	4137555	85079600	United States	35, 36, 42, 44	Active
ENGAGE2HEALTH and Design	4182240	85433523	United States	42	Active
BENEFITS GATEWAY + HEALTH INFORMATION DASHBOARD	4315085	85633032	United States	35, 36, 42	Active
Life Preserver Design	4316140	85659501	United States	35, 36, 42, 44	Active
EMPOWERED HEALTH	4330843	85652936	United States	42	Active
MEDCHOICE SUPPORT	4341294	85652962	United States	44	Active
ALWAYS AT YOUR SIDE	4420600	85659380	United States	35, 42, 44	Active
CCW A HEALTHADVOCATE COMPANY (stylized)	4448882	85736560	United States	35, 36, 42, 45	Active
HEALTHADVOCATE ALWAYS AT YOUR SIDE (Stylized)	4453273	85706512	United States	35, 42, 44	Active
HEALTH ADVOCATE and Design	4513288	85664527	United States	35, 36, 44	Active
HEALTH ADVOCATE and Design	MA 70019	78627051	Massachusetts	36	Active
HEALTH ADVOCATE and Design	CT 23163	78629340	Connecticut	36	Active
HEALTH ADVOCATE	FL T08000000765	78637058	Florida	36	Active
HEALTH ADVOCATE	NY R31273	78701284	New York	36	Active
HEALTH ADVOCATE	VA 8921	78709131	Virginia	36, 42	Active
HEALTH ADVOCATE	PA 3339768	78549435	Pennsylvania	36	Active

HEALTH ADVOCATE	GA 24481	78712119	Georgia	36	Active
HEALTH ADVOCATE	TX 800983170	78800804	Texas	36	Active
HEALTH ADVOCATE	CO 20081273409	78640975	Colorado	36	Active
HEALTH ADVOCATE	NJ 23071	78623613	New Jersey	36	Active
HEALTH ADVOCATE	AR 800135078	78624948	Arkansas	36	Active
HEALTH ADVOCATE HA	MD 20090003	78710771	Maryland	16, 35, 42, 45	Active

Trademark Applications

Mark	Appl. No.	Jurisdiction	Class	Status
HEALTHY FOOD FOR HEALTHY PEOPLE	85971726	United States	35, 36, 42, 44	Active-pending (allowed)
HEALTHY IDEAS FOR A HEALTHY FUTURE	85971776	United States	35, 36, 42, 44	Active-pending (allowed)
PEACE OF MIND HAS A NEW NAME	85763642	United States	35, 36, 42, 44, 45	Active-pending (allowed)

Copyright Registrations (United States)

Title	Reg. No.	Date	Status
Health Advocate Website (2011)	TX0007484926	1/7/2012	Registered
Health Advocate Website (August 2007)	TX0006820258	8/28/2007	Registered
HEALTHADVOCATE.COM (May 2008)	TX0007417309	6/5/2008	Registered
HEALTHPROONENT.COM (May 2008)	TX0007148471	6/5/2008	Registered
The Healthcare Survival Guide: Cost-Saving Options for the Suddenly Unemployed	TX0007145915	3/1/2010	Registered

Copyright Applications (United States)

Title	Filed	Status
Health Advocate Website (January 2014)	1/15/2014	Pending