

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM329968

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement (Second Lien)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Touchpay Holdings, LLC		01/20/2015	LIMITED LIABILITY COMPANY: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG		
<b>Street Address:</b>	Eleven Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Bank: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4434847	TOUCHPAY	
<b>Registration Number:</b>	4334176	TP	
<b>Registration Number:</b>	3745698	TOUCHPAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127352000		
<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>	2127353000		
<b>Email:</b>	justin.selle@skadden.com		
<b>Correspondent Name:</b>	Skadden, Arps, Slate, Meagher & Flom LLP		
<b>Address Line 1:</b>	Four Times Square		
<b>Address Line 2:</b>	Ken Kumayama, Esq.		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	217730/2188		
<b>NAME OF SUBMITTER:</b>	Ken Kumayama		
<b>SIGNATURE:</b>	/Ken Kumayama/		
<b>DATE SIGNED:</b>	01/26/2015		
<b>Total Attachments: 6</b>			
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TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

This TRADEMARK SECURITY AGREEMENT (SECOND LIEN) (as amended, restated, amended and restated, supplemented, restructured or otherwise modified, this "Agreement"), dated as of January 20, 2015, is made by Touchpay Holdings, LLC, a Texas limited liability company located at 107 St. Francis Street, 32nd Floor, Mobile, AL 36602 ("Additional 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 Second 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 "Second Lien Guarantee and Collateral Agreement"), and pursuant to that certain Second 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 "Second Lien Credit Agreement").

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

WHEREAS, Additional Grantor is a member of an affiliated group of companies that includes each other Grantor;

WHEREAS, the proceeds of the extensions of credit under the Second Lien Credit Agreement will be used in part to enable the Borrower to make valuable transfers to Additional Grantor and one or more of the other Grantors 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, the Additional Grantor and the other Grantors are engaged in related businesses, and the Additional Grantor and each such Grantor derives substantial direct and indirect benefit from the extensions of credit under the Second Lien Credit Agreement and from the Specified Swap Agreements; and

WHEREAS, pursuant to that certain Assumption Agreement, dated as of January 20, 2015, made by Additional Grantor in favor of the Assignee, Additional Grantor will become a party to the Second Lien Guarantee and Collateral Agreement as a Grantor, and the Additional Grantor is 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) The Additional 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 the Additional Grantor or in which the Additional 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 the Additional Grantor’s Obligations:

(i) all Trademarks of the Additional Grantor, including, without limitation, the registered and applied for Trademarks of the Additional 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, the Additional 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 the Additional 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 Second 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 Second 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 Second 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 Second Lien Guarantee and Collateral Agreement, the provisions of the Second 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 Second Lien Credit Agreement. Notwithstanding the foregoing, the Additional Grantor authorizes the Assignee, upon notice to the Additional Grantor, to modify this Agreement in the name of and on behalf of the Additional Grantor without obtaining the Additional 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 the Additional Grantor. The Additional 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 Second 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

The Additional 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.

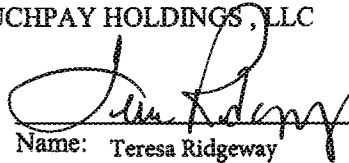
*[Signature Page Follows]*

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

ADDITIONAL GRANTOR:

TOUCHPAY HOLDINGS, LLC

By:

  
Name: Teresa Ridgeway  
Title: Authorized Signatory

[Trademark Security Agreement (Second Lien) - Touchpay]

**ASSIGNEE:**

**CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH,  
as Assignee**

**By:** 

**Name: Michael Spaight**

**Title: Authorized Signatory**



**By:** 

**Name: Remy Riester**

**Title: Authorized Signatory**

Schedule A

## UNITED STATES TRADEMARKS

Jurisdiction	Trademark	Reg No. (App. No.)	Reg Date (App. Date)	Owner
US		4,434,847	November 19, 2013	TOUCHPAY HOLDINGS, LP
US		4,334,176	May 14, 2013	TOUCHPAY HOLDINGS, LP
US	TOUCHPAY	3,745,698	February 9, 2010	TOUCHPAY HOLDINGS, LP

## FOREIGN TRADEMARKS

NONE