

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342738

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
West Corporation		04/25/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
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: 6			
Property Type	Number	Word Mark	
Serial Number:	86063704	SMARTMEET	
Serial Number:	86078449	HEALTHY WORLD	
Serial Number:	86297730	SAFE2TIP	
Serial Number:	86338361	OTT29-1-1	
Serial Number:	86419642	EMERGENCY AWARE	
Serial Number:	86570978	WEST ENGAGEMENT CENTER	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	6468852066		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Theresa Tran/White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1148359-0008-T194		
NAME OF SUBMITTER:	Theresa Tran		
SIGNATURE:	/Theresa Tran/		
DATE SIGNED:	05/28/2015		

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Total Attachments: 5

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SHORT FORM INTELLECTUAL PROPERTY AGREEMENT

TRADEMARK SECURITY AGREEMENT SUPPLEMENT, dated as of April 24, 2015, 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").

Witnesseth:

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

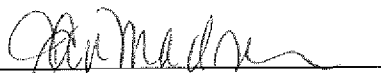
The security interest granted pursuant to this Trademark Security Agreement Supplement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the IP Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set 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: Jan D. Madsen

Title: Chief Financial Officer and Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005525 FRAME: 0015

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: 005525 FRAME: 0016

**Schedule I
to
Trademark Security Agreement**

Trademark Registrations

TRADEMARK/TRADE NAMES OWNED BY WEST CORPORATION

<u>Mark</u>	<u>File Date</u>	<u>Application No.</u>
SMARTMEET	9/13/2013	86/063,704
HEALTHY WORLD	9/30/2013	86/297,730 86/078 449
SAFE2TIP	6/2/2014	86/297,730
OTT29-1-1	7/16/2014	86/338,361

TRADEMARK/TRADE NAME APPLICATIONS OWNED BY WEST CORPORATION

<u>Mark</u>	<u>File Date</u>	<u>Application No.</u>
EMERGENY AWARE	10/9/2014	86/419,642
WEST ENGAGEMENT CENTER	3/20/2015	86/570,978