

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM398738

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release Second Lien		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE AG		09/16/2016	Corporation: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	LANGUAGE LINE, LLC		
Street Address:	1 LOWER RAGSDALE DRIVE, BUILDING 2		
City:	MONTEREY		
State/Country:	CALIFORNIA		
Postal Code:	93940		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	TELE-INTERPRETORS ACQUISITION LLC		
Street Address:	1 LOWER RAGSDALE DRIVE, BUILDING 2		
City:	MONTEREY		
State/Country:	CALIFORNIA		
Postal Code:	93940		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	LANGUAGE LINE SERVICES, INC.		
Street Address:	1 LOWER RAGSDALE DRIVE, BUILDING 2		
City:	MONTEREY		
State/Country:	CALIFORNIA		
Postal Code:	93940		
Entity Type:	Corporation: DELAWARE		
Name:	PACIFIC INTERPRETERS INCORPORATED		
Street Address:	1 LOWER RAGSDALE DRIVE, BUILDING 2		
City:	MONTEREY		
State/Country:	CALIFORNIA		
Postal Code:	93940		
Entity Type:	Corporation: OREGON		
Name:	PACIFIC CALL CENTER SERVICES, LLC		
Street Address:	1 LOWER RAGSDALE DRIVE, BUILDING 2		
City:	MONTEREY		

CH \$490.00 4301576

State/Country:	CALIFORNIA
Postal Code:	93940
Entity Type:	Limited Liability Company: OREGON
Name:	ON LINE INTERPRETERS, INC.
Street Address:	1 LOWER RAGSDALE DRIVE, BUILDING 2
City:	MONTEREY
State/Country:	CALIFORNIA
Postal Code:	93940
Entity Type:	Corporation: ILLINOIS
Name:	LANGUAGE LINE COSTA RICA, LLC
Street Address:	1 LOWER RAGSDALE DRIVE, BUILDING 2
City:	MONTEREY
State/Country:	CALIFORNIA
Postal Code:	93940
Entity Type:	Limited Liability Company: DELAWARE
Name:	LANGUAGE LINE ON-SITE INTERPRETING LLC
Street Address:	1 LOWER RAGSDALE DRIVE, BUILDING 2
City:	MONTEREY
State/Country:	CALIFORNIA
Postal Code:	93940
Entity Type:	Limited Liability Company: CALIFORNIA
Name:	LANGUAGE LINE HOLDINGS II, INC.
Street Address:	1 LOWER RAGSDALE DRIVE, BUILDING 2
City:	MONTEREY
State/Country:	CALIFORNIA
Postal Code:	93940
Entity Type:	Corporation: DELAWARE
Name:	LINGO SYSTEMS, LLC
Street Address:	1 LOWER RAGSDALE DRIVE, BUILDING 2
City:	MONTEREY
State/Country:	CALIFORNIA
Postal Code:	93940
Entity Type:	Limited Liability Company: OREGON
Name:	TELE-INTERPRETERS LLC
Street Address:	1 LOWER RAGSDALE DRIVE, BUILDING 2
City:	MONTEREY
State/Country:	CALIFORNIA
Postal Code:	93940
Entity Type:	Limited Liability Company: CALIFORNIA

TRADEMARK

REEL: 005877 FRAME: 0330

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	4301576	CMI
Registration Number:	2395796	
Registration Number:	2747645	
Registration Number:	3749009	LANGUAGE LINE
Registration Number:	3760363	LANGUAGE LINE
Registration Number:	3733514	LANGUAGE LINE
Registration Number:	4449005	LANGUAGELINE ACADEMY
Registration Number:	3774315	LANGUAGE LINE SERVICES
Registration Number:	4509021	LANGUAGELINE SOLUTIONS
Registration Number:	2818333	LANGUAGE LINE UNIVERSITY
Registration Number:	4421757	LANGUAGEUC
Registration Number:	3383373	LINGONET
Registration Number:	3237194	LINGO SYSTEMS
Registration Number:	4129972	INTERPRETER DEMAND INDEX
Registration Number:	4437089	I-PATH SCORECARD
Registration Number:	4417152	LANGUAGE LINE TRANSLATION SOLUTIONS
Registration Number:	4417156	LLTS
Registration Number:	4702869	PACIFIC INTERPRETERS
Registration Number:	4702870	PACIFICINTERPRETERS A LANGUAGELINE SOLUT

CORRESPONDENCE DATA

Fax Number: 2124464900

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: 2124464800

Email: hayley.smith@kirkland.com

Correspondent Name: KIRKLAND & ELLIS LLP

Address Line 1: ATTN: HAYLEY SMITH

Address Line 2: 601 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10022

NAME OF SUBMITTER:	Hayley Smith
SIGNATURE:	//Hayley Smith//
DATE SIGNED:	09/16/2016

Total Attachments: 9

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Release") is made as of September 16, 2016 (the "Effective Date") by Credit Suisse AG, Cayman Islands Branch, as administrative agent (in such capacity, the "Agent"), in favor of Language Line, LLC, a Delaware limited liability company ("Language Line"), Tele-Interpreters Acquisition LLC, a Delaware limited liability company ("Tele-Interpreters" and, together with Language Line, the "Borrowers") and each of the grantor parties identified on the signature page hereto, including Lingo Systems, LLC, Tele-Interpreters, LLC, Pacific Interpreters Incorporated, Language Line On-Site Interpreting LLC, Language Line Services, Inc., Pacific Call Center Services, LLC, Online Interpreters, Inc., Language Line Holdings II, Inc., and Language Line Costa Rica, LLC (each, together with the Borrowers, the "Grantors").

WHEREAS, pursuant to the terms and conditions of that certain Second Lien Security Agreement, dated as of July 7, 2015 (the "Security Agreement"), between the grantors party thereto and the Agent, each of the Grantors pledged, assigned and granted to the Agent a lien on and continuing security interest in all of its right, title and interest in and to certain assets and properties owned by the Grantors as of the date thereof or owned at any time thereafter in which the Grantors have or at any time in the future acquire any right, title or interest in and to, including, without limitation, (a) the trademark registrations and applications set forth on Schedule I hereto, along with the goodwill associated therewith (collectively, the "Trademarks"), (b) the patents and patent applications set forth on Schedule II hereto (collectively, the "Patents"), (c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations set forth in Schedule III hereto (collectively, the "Copyrights"), and (d) all proceeds of any and all of the foregoing, in each case, other than the Excluded Property;

WHEREAS, pursuant to the Security Agreement, the Grantors and the Agent executed a Trademark Security Agreement, which was recorded with the Trademark Division of the U.S. Patent & Trademark Office on July 13, 2015, at Reel 005575 and Frame 0201 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantors and the Agent executed a Patent Security Agreement, which was recorded with the Patents Division of the U.S. Patent & Trademark Office on July 13, 2015, at Reel 036101 and Frame 0412 (the "Patent Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantors and the Agent executed a Copyright Security Agreement, which was filed with the U.S. Copyright Office on July 24, 2015 (the "Copyright Security Agreement");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby, without representation or warranty or recourse of any kind, terminates each of the Security Agreement, the Trademark Security Agreement, the Patent Security Agreement and the Copyright Security Agreement, and hereby terminates, cancels, and re-pledges, reassigns and releases to their respective Grantors

any and all liens and security interests it has against the Trademarks, the Patents and the Copyrights, and all proceeds of any and all of the foregoing.

If and to the extent the Agent has acquired any right, title or interest to any of the Trademarks, the Patents or the Copyrights, it hereby re-assigns and re-transfers such rights, title or interest to their respective Grantors.

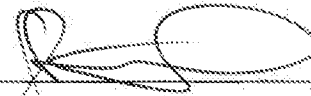
The Agent shall take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors' sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

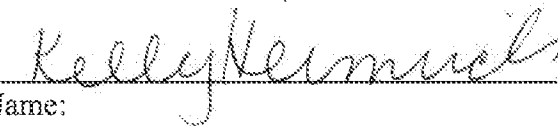
This Release shall be governed exclusively under the laws of the State of New York without regard to conflicts of law or choice of law principles.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**CREDIT SUISSE AG (CAYMAN ISLANDS
BRANCH),**
as Administrative Agent,

By: 
Name: JUDITH SMITH
Title: AUTHORIZED SIGNATORY

By: 
Name: Kelly Heimrich
Title: Authorized Signatory

LANGUAGE LINE, LLC

By: _____

Name: Michael F. Schmidt

Title: Chief Financial Officer

LINGO SYSTEMS, LLC

TELE-INTERPRETERS LLC

LANGUAGE LINE SERVICES, INC.

PACIFIC INTERPRETERS INCORPORATED

PACIFIC CALL CENTER SERVICES, LLC

ON LINE INTERPRETERS, INC.

LANGUAGE LINE COSTA RICA, LLC

**LANGUAGE LINE ON-SITE INTERPRETING
LLC**

LANGUAGE LINE HOLDINGS II, INC.

By: _____

Name: Michael F. Schmidt

Title: Chief Financial Officer

SCHEDULE I
TRADEMARKS AND TRADEMARKS APPLICATIONS

U.S. Trademark Registrations

Owner	Mark	Registration Number	Registration Date
LANGUAGE LINE UNIVERSITY, A DIVISION OF LANGUAGE LINE SERVICES, INC.	CMI	4301576	12-MAR-2013
LANGUAGE LINE, LLC	DESIGN ONLY	2395796	17-OCT-2000
LANGUAGE LINE, LLC	DESIGN ONLY	2747645	05-AUG-2003
LANGUAGE LINE, LLC	LANGUAGE LINE	3749009	16-FEB-2010
LANGUAGE LINE, LLC	LANGUAGE LINE	3760363	16-MAR-2010
LANGUAGE LINE, LLC	LANGUAGE LINE	3733514	05-JAN-2010
LANGUAGE LINE, LLC	LANGUAGE LINE ACADEMY	4449005	10-DEC-2013
LANGUAGE LINE, LLC AKA LANGUAGE LINE SERVICES	LANGUAGE LINE SERVICES	3774315	13-APR-2010
LANGUAGE LINE, LLC	LANGUAGE LINE SOLUTIONS	4509021	08-APR-2014
LANGUAGE LINE, LLC	LANGUAGE LINE UNIVERSITY	2818333	24-FEB-2004
LANGUAGE LINE, LLC	LANGUAGEUC	4421757	22-OCT-2013
LINGO SYSTEMS, LLC	LINGONET	3383373	12-FEB-2008
LINGO SYSTEMS, LLC	LINGO SYSTEMS	3237194	01-MAY-2007
LANGUAGE LINE SERVICES, INC.	INTERPRETER DEMAND INDEX	4129972	17-APR-2012
LANGUAGE LINE SERVICES, INC.	I-PATH SCORECARD	4437089	19-NOV-2013

Owner	Mark	Registration Number	Registration Date
LANGUAGE LINE SERVICES, INC.	LANGUAGE LINE TRANSLATION SOLUTIONS	4417152	15-OCT-2013
LANGUAGE LINE SERVICES, INC	LLTS	4417156	15-OCT-2013
PACIFIC INTERPRETERS, INC.	PACIFIC INTERPRETERS	4702869	17-MAR-2015
PACIFIC INTERPRETERS, INC.	PACIFIC INTERPRETERS	4702870	17-MAR-2015

Trademark Applications

None.

SCHEDULE II

PATENTS AND PATENT APPLICATIONS

U.S. Patent Issuances

Owner	Patent Title	Patent #	Registration Date
LANGUAGE LINE SERVICES, INC.	Apparatus and method that provide data communication	8788571	7/22/2014
LANGUAGE LINE SERVICES, INC.	System and method for offering portable language interpretation services	7376415	05/20/2008
LANGUAGE LINE SERVICES, INC.	Multi-handset telephone system	7564963	07/21/2009
LANGUAGE LINE SERVICES, INC.	Configuration for antimicrobial multi-handset telephone system	8600045	12/03/2013
LANGUAGE LINE SERVICES, INC.	Language interpretation call transferring in a telecommunications network	7792276	09/07/2010
LANGUAGE LINE SERVICES, INC.	System and method for providing language interpretation	8023626	09/20/2011
LANGUAGE LINE SERVICES, INC.	Systems and methods for providing language interpretation	7894596	02/22/2011
LANGUAGE LINE SERVICES, INC.	System and method for providing incoming call distribution	7593523	09/22/2009
LANGUAGE LINE SERVICES, INC.	System and methods for providing relayed language interpretation	7773738	08/10/2010

LANGUAGE LINE SERVICES, INC.	Systems and methods for providing employee compensation	7634432	12/15/2009
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Patent Applications

<u>Owner</u>	<u>Patent Application Title</u>	<u>Application #</u>	<u>Application Filing Date</u>
LANGUAGE LINE SERVICES, INC.	Routing of machine language translation to human language translator	13680583	11/19/2012
LANGUAGE LINE SERVICES, INC.	System and method for providing access to language interpretation	11278784	04/05/2006
LANGUAGE LINE SERVICES, INC.	Method and apparatus for language interpreter certification	12199696	08/27/2008
LANGUAGE LINE SERVICES, INC.	Configuration for language interpreter certification	12493076	06/26/2009
LANGUAGE LINE SERVICES, INC.	Predetermined code transmission for language interpretation	12961210	12/06/2010
LANGUAGE LINE SERVICES, INC.	Bridge from machine language interpretation to human language interpretation	13367233	02/06/2012
LANGUAGE LINE SERVICES, INC.	Machine language interpretation assistance for human language interpretation	13438812	04/03/2012
LANGUAGE LINE SERVICES, INC.	Routing of machine language translation to human language translator	13680583	11/19/2012

SCHEDULE III

COPYRIGHTS AND COPYRIGHT APPLICATIONS

U.S. Copyright Registrations

Owner	Copyright	Preregistration # and/or Registration #	Preregistration or Registration Date
Lingo Systems, LLC	The guide to translation & localization: preparing products for the global marketplace/by Lingo	TX5926450	10/30/02
Lingo Systems, LLC	The guide to translation and localization: preparing for the global marketplace/by Lingo Systems	TX6079951	11/18/04
Lingo Systems, LLC	The Guide to Translation and Localization-Communicating with the Global Marketplace 7th Edition	PRE1450	07/24/08
Tele-Interpreters LLC	OPI admin version 1.0	TXu1197102	8/9/04

Copyright Applications

None.