

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420746

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CaptionCall, LLC, as Grantor		01/05/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent		
Street Address:	60 Livingston Avenue		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55107-2292		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3525999	CAPTIONCALL	
Registration Number:	4140422	CAPTIONCALL	
Serial Number:	85282050	DKN DEAF KIDS NETWORK	
Serial Number:	77875712	LIFE IS CALLING	
Serial Number:	85612500	SILKSCROLL	
Registration Number:	3218106	SIPRELAY	
Serial Number:	85332042	SN SIGNETWORK	
Registration Number:	3920903		
CORRESPONDENCE DATA			
Fax Number:	2128721002		
<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:	212-872-7455		
Email:	chely@akingump.com, kkoehler@akingump.com		
Correspondent Name:	Charlie Hely		
Address Line 1:	One Bryant Park		
Address Line 4:	New York, NEW YORK 10036-6745		
NAME OF SUBMITTER:	Kwan Koehler		
SIGNATURE:	/Kwan Koehler/		

CH \$215.00 3525999

DATE SIGNED:	03/22/2017
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Total Attachments: 8

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT**, dated as of January 5, 2017 (as amended, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the signatory hereto (the “**Grantor**”) in favor of **U.S. BANK NATIONAL ASSOCIATION**, as Collateral Agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Indenture referred to below).

WHEREAS, reference is made to that certain Indenture, dated as of April 30, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Indenture**”), by and among **SORENSEN COMMUNICATIONS, LLC**, a Utah limited liability company (along with its permitted successors and assigns, the “**Company**”), **SCI HOLDINGS, LLC**, a Delaware limited liability company (along with its permitted successors and assigns, “**Holdings**”) and **CERTAIN SUBSIDIARIES OF HOLDINGS**, as Guarantors, and **U.S. BANK NATIONAL ASSOCIATION**, as trustee (in such capacity, together with its permitted successors and assigns, the “**Trustee**”) and the Collateral Agent;

WHEREAS, in order to secure the Secured Obligations under the Indenture and the other Note Documents, the Grantor shall have executed and delivered a counterpart to that certain Second Lien Pledge and Security Agreement, dated as of April 30, 2014, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the “**Pledge and Security Agreement**”); and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement, and, if not therein defined, in the Indenture.

SECTION 2. Grant of Security. (a) The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising by or with respect to Grantor (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 Grantor’s Secured Obligations:

all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (A) the registrations and applications referred to in Schedule 1 attached hereto (as such

schedule may be amended or supplemented from time to time), (B) all extensions or renewals of any of the foregoing, (C) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (D) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (E) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

(b) Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted hereunder attach to any Excluded Assets or any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Governing Law. This Trademark Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 6. Conflict Provision. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Indenture. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Indenture, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are in conflict with the Pledge and Security Agreement or the Second Lien Notes Indenture, the provisions of the Pledge and Security Agreement or the Indenture shall govern.


SECTION 7. Termination and Release. This Trademark Security Agreement shall automatically terminate and the lien on and security interest in the Trademark Collateral shall be automatically released upon the payment and performance in full of the Secured

Obligations (other than any outstanding indemnification obligations) in accordance with Sections 8.22 and 9 of the Pledge and Security Agreement. Upon the termination of this Trademark Security Agreement, the Collateral Agent shall, at the Grantor's expense, execute and deliver all documents, or otherwise authorize the filing of such documents to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein as Grantor shall reasonably request, in each case in form and substance reasonably acceptable to the Collateral Agent.

[Remainder of page intentionally left blank]

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

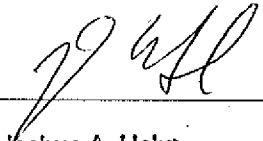
CAPTIONCALL, LLC, as Grantor

By: 
Name: Reed Steiner
Title: Chief Financial Officer

[Signature Page –Second Lien Trademark Security Agreement]


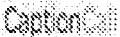

TRADEMARK
REEL: 006017 FRAME: 0643

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: _____
Title: Joshua A. Hahn
Vice President

Schedule 1

CAPTIONCALL, LLC TRADEMARKS AND APPLICATIONS:

Mark Name	Mark Type	Country	Status	Serial No.	Reg. No.	Filed Date	Reg. Date	
CAPTIONCALL	Word - Block Letters	USA	Registered	77/092,309	3525999	2007-01-26		
CAPTIONCALL	Word - Block Letters	USA	Registered	77/878,980	4140422	2009-11-23		
CAPTIONCALL LOGO	Word - Stylised Letters	Switzerland	Registered	53919/2011		2011-03-31		
CAPTIONCALL LOGO	Word - Stylised Letters	European Union IPO	Registered	009855628		2011-03-31		
DKN	Miscellaneous Design	Canada	Allowed	1676235		2014-05-08		
DKN DEAF KIDS NETWORK	Word & Device	USA	Registered	85/282,050		2011-03-31		
LIFE IS CALLING	Word - Block Letters	USA	Registered	77/875,712		2009-11-18		
LIFE IS CALLING	Word - Block Letters	Switzerland	Registered	53917/2011		2011-03-31		
LIFE IS CALLING	Word - Block Letters	European Union IPO	Registered	009855867		2011-03-31		
LIFE IS CALLING	Word - Block Letters	Norway	Registered	201103751		2011-03-31		
SILKSCROLL	Word - Block Letters	USA	Registered	85/612,500		2012-04-30		
SIPRELAY		Switzerland	Registered (Closed at clients request)	55279/2011	619855	2011-04-29	2011-09-07	
SIPRELAY		USA	Registered	78/919844	3218106	2011-04-26	2011-09-30	

Mark Name	Mark Type	Country	Status	Serial No.	Reg. No.	Filed Date	Reg. Date	
			(Closed at clients request)					
SIPRELAY		Norway	Registered (Closed at clients request)	201104745	262211	2011-04-26	2011-10-31	
SN SIGNETWORK	Word & Device	USA	Registered	85/332,042		2011-05-27		
SPIRAL LOGO	Miscellaneous Design	USA	Registered	77/875,706	3920903	2009-11-18		
SPIRAL LOGO	Miscellaneous Design	Switzerland	Registered	53920/2011		2011-03-31		
SPIRAL LOGO	Miscellaneous Design	European Union IPO	Registered	009856006		2011-03-31		
SPIRAL LOGO	Miscellaneous Design	Norway	Registered	201103750		2011-03-31		
SORENSEN IP RELAY		Switzerland	Registered (Closed at clients request)	55298/2011	619850	2011-04-29	2011-09-07	
SORENSEN IP RELAY		European Community	Registered (Closed at clients request)	9921081	009921081	2011-04-26	2011-09-30	
SORENSEN IP		Norway	Registered	20110474	262211	2011-	2011-	

Mark Name	Mark Type	Country	Status	Serial No.	Reg. No.	Filed Date	Reg. Date	
RELAY			d (Closed at clients request	5		04-26	10-31	