

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423923

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EcoVate Inc.		04/13/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association, as the Agent
Street Address:	50 South Sixth Street, Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4048797	MEET WITH CONFIDENCE
Registration Number:	4073438	READYTALK
Registration Number:	4048795	
Registration Number:	4443539	READYTALK
Registration Number:	4526341	ECOVATE
Registration Number:	4526342	ECOVATE
Registration Number:	4392410	ECOVATE
Registration Number:	4396350	ECOVATE
Registration Number:	3142062	READYTALK

CORRESPONDENCE DATA

Fax Number: 2123037064

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: 212.318.6824

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings LLP

Address Line 1: 200 Park Avenue, 28th Floor

Address Line 4: New York, NEW YORK 10166

CH \$240.00 4048797

ATTORNEY DOCKET NUMBER:	91825.00055
NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	04/17/2017

Total Attachments: 5

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GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS ("Agreement"), effective as of April 13, 2017, is made by EcoVate Inc., a Delaware corporation (the "Grantor"), in favor of Wilmington Trust, National Association, as Collateral Agent (the "Agent") for the Secured Parties (as defined in the Credit Agreement described below).

W I T N E S S E T H

WHEREAS, pursuant to that certain Second Lien Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), dated as of November 7, 2016, by and among Pangea Private Holdings II, LLC, a Delaware limited liability company, Premiere Global Services, Inc., a Georgia corporation, American Teleconferencing Services, Ltd., a Missouri corporation, Wilmington Trust, National Association, as administrative agent and collateral agent, and the other parties from time to time party thereto, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered that certain Second Lien Guarantee and Collateral Agreement, dated as of November 7, 2016, in favor of the Agent for the ratable benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has pledged and granted to the Agent for the ratable benefit of the Secured Parties a continuing security interest in its Intellectual Property included in the Collateral, including the Trademarks included in the Collateral; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Guarantee and Collateral Agreement or, if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in and Lien on all of the right, title and interest of the Grantor in all of the Trademarks included in the Collateral (including, without limitation, those items listed on Schedule A hereto) now owned or at any time hereafter acquired or created by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment in full and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed signature page of this Agreement by facsimile transmission or by electronic mail as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart hereof.

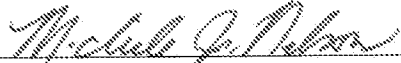
SECTION 6. Governing Law. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 7. INTERCREDITOR AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, DATED AS OF NOVEMBER 7, 2016, AS THE SAME MAY BE AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED, WAIVED AND/OR OTHERWISE MODIFIED FROM TIME TO TIME (THE “INTERCREDITOR AGREEMENT”), AMONG BARCLAYS BANK PLC, AS FIRST LIEN REPRESENTATIVE, AND WILMINGTON TRUST, NATIONAL ASSOCIATION, AS SECOND LIEN REPRESENTATIVE AND THE GRANTORS (AS DEFINED THEREIN) FROM TIME TO TIME PARTY THERETO. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

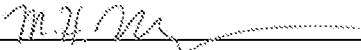
ECOVATE INC.
as a Grantor

By: 
Name: Michele J. Nelson
Title: Executive Vice President, Legal
and Secretary

[Signature Page to Grant of Security Interest in Trademarks]




TRADEMARK
REEL: 006036 FRAME: 0139

**WILMINGTON TRUST, NATIONAL
ASSOCIATION,**
as the Agent

By:  _____
Name: Meghan H. McCauley
Title: Vice President

SCHEDULE A

Trademark Registrations and Applications

	Trademark	Status	Registration No.	Registration Date	Owner
1.	MEET WITH CONFIDENCE	Registered	4,048,797	November 1, 2011	EcoVate Inc.
2.	 ReadyTalk	Registered	4,073,438	December 20, 2011	EcoVate Inc.
3.		Registered	4,048,795	November 1, 2011	EcoVate Inc.
4.	READYTALK	Registered	4,443,539	December 3, 2013	EcoVate Inc.
5.	ECOVATE	Registered	4,526,341	May 6, 2014	EcoVate Inc.
6.		Registered	4,526,342	May 6, 2014	EcoVate Inc.
7.	ECOVATE	Registered	4,392,410	August 27, 2013	EcoVate Inc.
8.		Registered	4,396,350	September 3, 2013	EcoVate Inc.
9.	READYTALK	Registered	3,142,062	September 12, 2006	EcoVate Inc.