

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446695

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks (First Lien)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
West Interactive Services Corporation		10/10/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	3947160	NO PARENT LEFT BEHIND
Registration Number:	4815542	SCHOOLCONNECTS
Registration Number:	3052368	SCHOOLMESSENGER
Registration Number:	3114086	T.LINK
Registration Number:	3312424	FIELD CONNECT
Registration Number:	2323521	HVCA
Registration Number:	2142336	LABCALLS
Registration Number:	3675461	MARS
Registration Number:	2099938	SMARTSURVEY
Registration Number:	2804415	SMARTTALK
Registration Number:	2180019	TELEVOX
Registration Number:	2555545	TELEVOX HIGH TECH HUMAN TOUCH
Registration Number:	3959267	TFCC ALERT
Registration Number:	4119344	TFCC UNIVERSAL COMMUNICATIONS SYSTEM
Registration Number:	2501203	TWENTY FIRST CENTURY COMMUNICATIONS
Registration Number:	3979878	TWENTY FIRST CENTURY COMMUNICATIONS
Registration Number:	4115814	U UNILITY THE UNIVERSAL UTILITY APP
Registration Number:	4115813	UNILITY
Registration Number:	2181983	VOXMERGE

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 2127514864*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:** 212-906-1216**Email:** angela.amaru@lw.com**Correspondent Name:** LATHAM & WATKINS LLP C/O ANGELA M. AMARU**Address Line 1:** 885 THIRD AVENUE**Address Line 4:** NEW YORK, NEW YORK 10022**ATTORNEY DOCKET NUMBER:** 030786-0812**NAME OF SUBMITTER:** Angela M. Amaru**SIGNATURE:** /S/ Angela M. Amaru**DATE SIGNED:** 10/10/2017**Total Attachments: 5**

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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of October 10, 2017 (this "Notice"), made by West Interactive Services Corporation, a Delaware corporation (the "Pledgor"), in favor of CREDIT SUISSE AG, Cayman Islands Branch, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (First Lien), dated as of October 10, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among West Corporation (the "Borrower"), as successor by merger to Olympus Merger Sub Inc., each subsidiary of the Borrower identified therein and Credit Suisse AG, Cayman Islands Branch, as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent") for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "Trademark Collateral"):

all Trademarks, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set

forth herein. In the event of any conflict between the terms of this Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

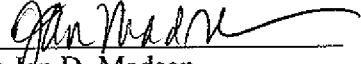
SECTION 4. *Counterparts*. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law*. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

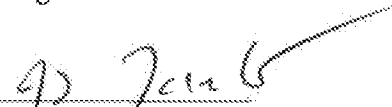
WEST INTERACTIVE SERVICES
CORPORATION

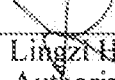
By: 
Name: Jan D. Madsen
Title: Chief Financial Officer and Treasurer

[Signature Page to Notice of Grant of Security Interest in Trademarks – West Interactive Services Corporation]

TRADEMARK
REEL: 006179 FRAME: 0291

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,
as Collateral Agent

By: 
Name: John Toronto
Title: Authorized Signatory

By: 
Name: Lingzi Huang
Title: Authorized Signatory

*[Signature Page to Notice of Grant of Security Interest in Trademarks -- West Interactive Services
Corporation (First Lien)]*

TRADEMARK
REEL: 006179 FRAME: 0292

Schedule I
to Notice of Grant of Security Interest (First Lien) in Trademarks

Trademarks Owned by West Interactive Services Corporation

U.S. Trademark Registrations

Mark	Owner	Registration No.	Registration Date
NO PARENT LEFT BEHIND	West Interactive Services Corporation	3,947,160	4/19/2011
SCHOOLCONNECTS	West Interactive Services Corporation	4,815,542	9/22/2015
SCHOOLMESSENGER	West Interactive Services Corporation	3,052,368	1/31/2006
T.LINK	West Interactive Services Corporation	3,114,086	7/11/2006
FIELD CONNECT	West Interactive Services Corporation	3,312,424	10/16/2007
HVCA	West Interactive Services Corporation	2,323,521	2/29/2000
LABCALLS	West Interactive Services Corporation	2,142,336	3/10/1998
MARS	West Interactive Services Corporation	3,675,461	9/1/2009
SMARTSURVEY	West Interactive Services Corporation	2,099,938	9/23/1997
SMARTTALK	West Interactive Services Corporation	2,804,415	1/13/2004
TELEVOX	West Interactive Services Corporation	2,180,019	8/11/1998
TELEVOX HIGH TECH HUMAN TOUCH	West Interactive Services Corporation	2,555,545	4/2/2002
TFCC ALERT	West Interactive Services Corporation	3,959,267	5/10/2011
TFCC UNIVERSAL COMMUNICATIONS SYSTEM	West Interactive Services Corporation	4,119,344	3/27/2012
TWENTY FIRST CENTURY COMMUNICATIONS	West Interactive Services Corporation	2,501,203	10/30/2001
TWENTY FIRST CENTURY COMMUNICATIONS & DESIGN	West Interactive Services Corporation	3,979,878	6/21/2011
U UNILITY THE UNIVERSAL UTILITY APP	West Interactive Services Corporation	4,115,814	3/20/2012
UNILITY	West Interactive Services Corporation	4,115,813	3/20/2012
VOXMERGE	West Interactive Services Corporation	2,181,983	8/18/1998