

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500734

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GLOBAL TEL*LINK CORPORATION		11/29/2018	Corporation: IDAHO
DSI-ITI, Inc.		11/29/2018	Corporation: IDAHO
PUBLIC COMMUNICATIONS SERVICES, INC.		11/29/2018	Corporation: IDAHO
TOUCHPAY HOLDINGS, LLC		11/29/2018	Limited Liability Company: TEXAS
RENOVO SOFTWARE, INC.		11/29/2018	Corporation: MINNESOTA
TELMATE, LLC		11/29/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
Street Address:	Eleven Madison Avenue
Internal Address:	8th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 63

Property Type	Number	Word Mark
Registration Number:	3459229	CALL IQ
Registration Number:	3770529	OFFENDERCONNECT
Registration Number:	3077760	POWERED BY: EVOLUTION
Registration Number:	3782640	PREA
Registration Number:	3151704	ADVANCEPAY
Registration Number:	3977084	DSI ITI
Registration Number:	3966147	DSI-ITI
Registration Number:	3315466	GLOBAL TEL*LINK
Registration Number:	3315465	GLOBAL TEL*LINK
Registration Number:	3315464	GLOBAL TEL*LINK
Registration Number:	3154837	GTL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3782532	LAZERNET
Registration Number:	3782531	LAZERNET
Registration Number:	2448631	LAZERPHONE
Registration Number:	3615390	LAZERWEB
Registration Number:	3503291	PAY2TALK
Registration Number:	4308705	VALUE-ADDED COMMUNICATIONS
Registration Number:	4298242	VAC
Registration Number:	4298197	VAC
Registration Number:	4298058	VAC
Registration Number:	4298245	VAC
Registration Number:	4178234	TECHNOLOGY INCENTIVE PROGRAM (T.I.P.)
Registration Number:	4189357	TIP
Registration Number:	4157005	TIP CERTIFIED
Registration Number:	4134947	T.I.P.
Registration Number:	4162042	CONNECTNETWORK
Registration Number:	4162041	CONNECTNETWORK
Registration Number:	4703854	CONNECTNETWORK
Registration Number:	4720218	CONNECTNETWORK
Registration Number:	4449101	GTL DATA IQ PHONE CALLS VISITATIONS MONE
Registration Number:	4364387	EXPRESSRELEASE
Registration Number:	4434847	TOUCHPAY
Registration Number:	4334176	TP
Registration Number:	3745698	TOUCHPAY
Registration Number:	4172795	VISPAY
Registration Number:	4133107	VISANYWHERE
Registration Number:	4100863	RENOVO SOFTWARE
Registration Number:	4286498	GETTING OUT
Registration Number:	4070189	TELMATE
Registration Number:	4487811	TELMATE SIMPLIFYING INMATE COMMUNICATION
Registration Number:	4481227	GETTINGOUT
Registration Number:	4709065	TELMATE
Registration Number:	4761474	GETTING OUT
Registration Number:	4783266	TELMATE GUARDIAN
Registration Number:	4682217	
Registration Number:	4783510	G
Registration Number:	5451470	RENOVO SOFTWARE
Registration Number:	5557552	REQUEST2CALL
Registration Number:	5180135	VISITME

Property Type	Number	Word Mark
Registration Number:	5070954	INSPIRE
Registration Number:	4968696	LOCATION IQ
Registration Number:	4968695	VOICE IQ
Registration Number:	5058835	GTL FINANCIAL SERVICES
Registration Number:	4915085	FLEX
Registration Number:	4906146	WALK-IN RETAIL
Registration Number:	4842375	GTL VIRTUAL RECEPTIONIST
Registration Number:	4749402	PHONE IQ
Registration Number:	4664903	CALLED PARTY IQ
Registration Number:	4732950	SMARTPRISON
Registration Number:	4607350	THE CORRECTIONS INNOVATION LEADER
Registration Number:	4611419	GTL
Registration Number:	4590401	GTL
Registration Number:	4528367	CALL IQ INTELLIGENT SEARCH

CORRESPONDENCE DATA

Fax Number: 2127352000
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: 212-735-2811
Email: mribando@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 2: Monique L. Ribando
Address Line 4: NEW YORK, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	217730/2188
NAME OF SUBMITTER:	Jenna S. Cantor
SIGNATURE:	/Jenna S. Cantor/
DATE SIGNED:	12/05/2018

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

This TRADEMARK SECURITY AGREEMENT (SECOND LIEN) (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), dated as of November 29, 2018, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”, and each individually, a “Grantor”) in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, a Swiss bank located at Eleven Madison, New York, New York 10010 (the “Assignee”), as Administrative Agent pursuant to that certain Second Lien Guarantee and Collateral Agreement, dated as of November 29, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Second Lien Guarantee and Collateral Agreement”) made by the Grantors and each Subsidiary of the Borrower from time to time party thereto in favor of the Assignee, as Administrative Agent and pursuant to that certain Second Lien Credit Agreement, dated as of November 29, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”), by and among GTEL Holdings, Inc., a Delaware corporation (“Holdings”), GLOBAL TEL*LINK CORPORATION, an Idaho corporation, as the borrower (the “Borrower”), the Assignee, as Administrative Agent and the certain banks, financial institutions and other entities from time to time party thereto as lenders.

Unless otherwise defined herein, terms defined in the Second Lien Credit Agreement or the Second Lien Guarantee and Collateral Agreement and used herein shall have the meanings given to them in the Second Lien Credit Agreement or the Second Lien Guarantee and Collateral Agreement, as applicable.

WHEREAS, Holdings and the Borrower are members of an affiliated group of companies that includes each other Grantor;

WHEREAS, the proceeds of the extensions of credit under the Second Lien Credit Agreement will be used in part to enable the Borrower to make valuable transfers to one or more of the other Grantors in connection with the operation of their respective businesses;

WHEREAS, certain of the Qualified Counterparties may enter into Specified Swap Agreements with the Borrower;

WHEREAS, Holdings, the Borrower and the other Grantors are engaged in related businesses, and each such Grantor derives substantial direct and indirect benefits from the extensions of credit under the Second Lien Credit Agreement and from the Specified Swap Agreements; and

WHEREAS, pursuant to the Second Lien Guarantee and Collateral Agreement, the Grantors are granting a security interest to the Assignee, in its capacity as Administrative Agent for the ratable benefit of the Secured Parties, in certain Collateral, including the Trademarks set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the above premises, the parties hereto hereby agree as follows:

1. Grant of Security Interest

(a) Each Grantor hereby grants to Assignee, for the ratable benefit of the Secured Parties, a security interest in, all of the following assets and property, in each case,

wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, 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 such Grantor’s Obligations:

(i) all Trademarks (including the goodwill of the business connected with the use thereof, and symbolized thereby) of such Grantor, including, without limitation, those registered and applied for Trademarks of such Grantor listed on Schedule A hereto; and

(ii) to the extent not otherwise included, all Proceeds of any and all of the foregoing;

provided that, notwithstanding any other provision set forth herein, this Agreement (including without limitation, this Section 1) shall not, at any time, constitute a grant of a security interest in any United States intent-to-use trademark or service mark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under Federal law; provided, however, that, after such period, each Grantor acknowledges that such interest in such trademark or service mark application shall automatically be subject to a security interest in favor of the Assignee and shall be included in the Collateral.

(b) Schedule A hereto contains a true and accurate list of each Grantor’s United States applications and registrations for the Trademarks.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Second Lien Guarantee and Collateral Agreement. The rights and remedies of the Assignee with respect to the security interest granted hereby are in addition to those set forth in the Second Lien Guarantee and Collateral Agreement (which are deemed incorporated by reference herein) and those which are now or hereafter available to the Assignee as a matter of law or equity. The exercise by the Assignee of any one or more of the rights, powers or privileges provided for in this Agreement, in the Second Lien Guarantee and Collateral Agreement, or now or hereafter existing at law or in equity shall not preclude any other or further exercise by any person, including the Assignee, of any or all other rights, powers or privileges. In the event that any of the provisions of this Agreement are in conflict with the Second Lien Guarantee and Collateral Agreement, the provisions of the Second Lien Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Second Lien Credit Agreement. Notwithstanding the foregoing, each Grantor authorizes the Assignee, upon notice to such Grantor, to modify this Agreement in the name of and on behalf of such Grantor without obtaining such Grantor’s signature to such modification, to the extent that such modification constitutes an amendment or supplement of Schedule A hereto, to add any right, title or interest in any Trademark owned or subsequently acquired by such Grantor. Each Grantor additionally agrees to execute and deliver any additional agreement or amendment or supplement hereto as may be reasonably requested by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and

perfection created or contemplated hereby or by the Second Lien Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

4. Recordation

Each Grantor authorizes and requests that the Commissioner for Trademarks and any other government officials record and register this Agreement upon request by the Assignee.

5. Counterparts

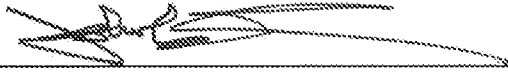
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement or any document or instrument delivered in connection herewith by facsimile transmission or other electronic image scan transmission (e.g., PDF) shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable.

[Signature Page Follows]

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

GRANTORS:

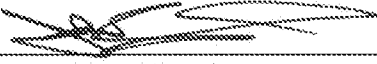
GLOBAL TEL*LINK CORPORATION

By: 
Name: John Pitsenberger
Title: Chief Financial Officer and Treasurer

DSI-ITL, INC.

By: _____
Name: Daniel Burgess
Title: President


PUBLIC COMMUNICATIONS SERVICES, INC.

By: 
Name: John Pitsenberger
Title: Chief Financial Officer and Treasurer

TOUCHPAY HOLDINGS, LLC

By: _____
Name: Daniel Burgess
Title: President

RENOVO SOFTWARE, INC.

By: 
Name: John Pitsenberger
Title: Chief Financial Officer and Treasurer

[Signature Page to Second Lien Trademark Security Agreement]

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

GRANTORS:

GLOBAL TEL*LINK CORPORATION

By: _____
Name: John Pitsenberger
Title: Chief Financial Officer and Treasurer

DSI-ITL, INC.

By: Daniel B Burgess
Name: Daniel Burgess
Title: President

PUBLIC COMMUNICATIONS SERVICES, INC.

By: _____
Name: John Pitsenberger
Title: Chief Financial Officer and Treasurer

TOUCHPAY HOLDINGS, LLC

By: Daniel B Burgess
Name: Daniel Burgess
Title: President

RENOVO SOFTWARE, INC.

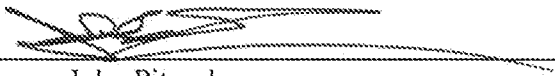
By: _____
Name: John Pitsenberger
Title: Chief Financial Officer and Treasurer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006540 FRAME: 0982

TELMATE, LLC

By:


Name: John Pitsenberger

Title: Chief Financial Officer and Treasurer

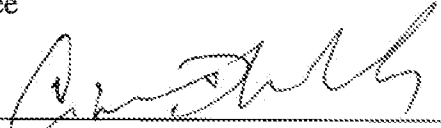
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TRADEMARK
REEL: 006540 FRAME: 0983

ASSIGNEE:

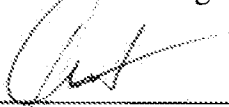
CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,
as Assignee

By: _____


Name: Vipul Dhadda

Title: Authorized Signatory

By: _____

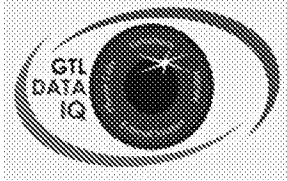




Name: D. Andrew Maletta

Title: Authorized Signatory

Schedule A

UNITED STATES TRADEMARKS

Jurisdiction	Trademark	Reg No. (App. No.)	Reg Date (App. Date)	Owner
US	CALL IQ	3,459,229	7/11/2008	DSI-ITI, Inc.
US	OFFENDERCONNECT	3,770,529	4/6/2010	DSI-ITI, Inc.
US	POWERED BY: EVOLUTION	3,077,760	4/4/2006	DSI-ITI, Inc.
US	PREA	3,782,640	4/27/2010	DSI-ITI, Inc.
US	ADVANCE PAY	3,151,704	10/3/2006	Global Tel*Link Corporation
US		3,977,084	6/14/2011	Global Tel*Link Corporation
US	DSI-ITI	3,966,147	5/24/2011	Global Tel*Link Corporation
US	GLOBAL TEL*LINK	3,315,466	10/23/2007	Global Tel*Link Corporation
US	GLOBAL TEL*LINK	3,315,465	10/23/2007	Global Tel*Link Corporation
US	GLOBAL TEL*LINK	3,315,464	10/23/2007	Global Tel*Link Corporation
US		3,154,837	10/10/2006	Global Tel*Link Corporation
US	LAZERNET	3,782,532	4/27/2010	Global Tel*Link Corporation
US	LAZERNET	3,782,531	4/27/2010	Global Tel*Link Corporation
US	LAZERPHONE	2,448,631	5/8/2001	Global Tel*Link Corporation
US	LAZERWEB	3,615,390	5/5/2009	Global Tel*Link Corporation
US	PAY2TALK	3,503,291	9/16/2008	Public Communications Services, Inc.
US	VALUE-ADDED COMMUNICATIONS	4,308,705	3/26/2013	Global Tel*Link Corporation
US	VAC	4,298,242	3/5/2013	Global Tel*Link Corporation
US	VAC	4,298,197	3/5/2013	Global Tel*Link Corporation
US	VAC	4,298,058	3/5/2013	Global Tel*Link Corporation
US	VAC	4,298,245	3/5/2013	Global Tel*Link Corporation
US	TECHNOLOGY INCENTIVE PROGRAM (T.I.P.)	4,178,234	7/24/2012	Global Tel*Link Corporation
US		4,189,357	8/14/2012	Global Tel*Link Corporation
US		4,157,005	6/12/2012	Global Tel*Link Corporation

Jurisdiction	Trademark	Reg No. (App. No.)	Reg Date (App. Date)	Owner
US	T.I.P.	4,134,947	5/1/2012	Global Tel*Link Corporation
US	CONNECTNETWORK	4,162,042	6/19/2012	Global Tel*Link Corporation
US	CONNECTNETWORK	4,162,041	6/19/2012	Global Tel*Link Corporation
US	CONNECTNETWORK	4,703,854	3/17/2015	Global Tel*Link Corporation
US	CONNECTNETWORK	4,720,218	4/14/2015	Global Tel*Link Corporation
US		4,449,101	12/10/2013	Global Tel*Link Corporation
US	EXPRESSRELEASE	4,364,387	7/9/2013	Global Tel*Link Corporation
US		4,434,847	11/19/2013	TouchPay Holdings, LLC
US		4,334,176	05/14/2013	TouchPay Holdings, LLC
US	TOUCHPAY	3,745,698	2/9/2010	TouchPay Holdings, LLC
US	VisPay	4,172,795	7/10/2012	Renovo Software, Inc.
US	VisAnywhere	4,133,107	4/24/2012	Renovo Software, Inc.
US	Renovo Software	4,100,863	2/21/2012	Renovo Software, Inc.
US	GETTING OUT	4,286,498	2/5/2013	Telmate, LLC
US	TELMATE	4,070,189	12/13/2011	Telmate, LLC
US	TELMATE SIMPLIFYING INMATE COMMUNICATIONS and Design	4,487,811	2/25/2014	Telmate, LLC
US	GETTING OUT and Design	4,481,227	2/11/2014	Telmate, LLC
US	TELMATE and Design	4,709,065	3/24/2015	Telmate, LLC
US	GETTING OUT and Design	4,761,474	6/23/2015	Telmate, LLC
US	TELMATE GUARDIAN	4,783,266	7/28/2015	Telmate, LLC
US		4,682,217	2/3/2015	Telmate, LLC
US	G and Design	4,783,510	7/28/2015	Telmate, LLC
US	Renovo Software	5,451,470	4/24/2018	Renovo Software, Inc.
US	REQUEST2CALL	5,557,552	9/4/2018	Global Tel*Link Corporation
US	VISITME	5,180,135	4/11/2017	Global Tel*Link Corporation
US	INSPIRE	5,070,954	11/1/2016	Global Tel*Link Corporation
US	LOCATION IQ	4,968,696	5/31/2016	Global Tel*Link Corporation
US	VOICE IQ	4,968,695	5/31/2016	Global Tel*Link Corporation
US	GTL FINANCIAL SERVICES	5,058,835	10/11/2016	TouchPay Holdings, LLC
US	FLEX	4,915,085	3/8/2016	Global Tel*Link Corporation

Jurisdiction	Trademark	Reg No. (App. No.)	Reg Date (App. Date)	Owner
US		4,906,146	2/23/2016	Global Tel*Link Corporation
US	GTL VIRTUAL RECEPTIONIST	4,842,375	10/27/2015	Global Tel*Link Corporation
US	PHONE IQ	4,749,402	6/2/2015	Global Tel*Link Corporation
US	CALLED PARTY IQ	4,664,903	12/30/2014	Global Tel*Link Corporation
US	SMARTPRISON	4,732,950	5/5/2015	Global Tel*Link Corporation
US	THE CORRECTIONS INNOVATION LEADER	4,607,350	9/16/2014	Global Tel*Link Corporation
US		4,611,419	9/23/2014	Global Tel*Link Corporation
US		4,590,401	8/19/2014	Global Tel*Link Corporation
US		4,528,367	5/13/2014	Global Tel*Link Corporation