

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY								
CONVEYING PARTY DATA									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Credit Suisse AG, Cayman Islands Branch</td> <td></td> <td>03/02/2010</td> <td>Swiss bank: SWITZERLAND</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Credit Suisse AG, Cayman Islands Branch		03/02/2010	Swiss bank: SWITZERLAND	
Name	Formerly	Execution Date	Entity Type						
Credit Suisse AG, Cayman Islands Branch		03/02/2010	Swiss bank: SWITZERLAND						
RECEIVING PARTY DATA									
Name:	Global Tel*Link Corporation								
Street Address:	12021 Sunset Hills Road, Suite 100								
City:	Reston								
State/Country:	VIRGINIA								
Postal Code:	20191								
Entity Type:	CORPORATION: DELAWARE								
PROPERTY NUMBERS Total: 4									
Property Type	Number	Word Mark							
Registration Number:	3454990	LAZERPHONE							
Registration Number:	3463745	THE NEXT GENERATION OF CORRECTIONAL TELECOMMUNICATIONS							
Registration Number:	3534776	GANG MANAGER							
Serial Number:	77372406	CELL SNITCH							
CORRESPONDENCE DATA									
Fax Number: (917)777-4104 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 212-735-3000 Email: kellie.weilbrenner@skadden.com Correspondent Name: Skadden Arps Slate Meagher & Flom LLP Address Line 1: Four Times Square Address Line 2: Attn: Rebecca Silberberg, Esq. Address Line 4: New York, NEW YORK 10036									
ATTORNEY DOCKET NUMBER:	217730/2188								

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TRADEMARK
REEL: 004163 FRAME: 0349

NAME OF SUBMITTER:	Rebecca Silberberg
Signature:	/Rebecca Silberberg/
Date:	03/08/2010
Total Attachments: 4 source=Release of Security Interest in Trademarks of Reel 3929, Frame 0188#page1.tif source=Release of Security Interest in Trademarks of Reel 3929, Frame 0188#page2.tif source=Release of Security Interest in Trademarks of Reel 3929, Frame 0188#page3.tif source=Release of Security Interest in Trademarks of Reel 3929, Frame 0188#page4.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS ("Release"), dated as of March 2, 2010, is entered into by and between Credit Suisse AG, Cayman Islands Branch, a Swiss bank located at Eleven Madison Avenue, New York, New York 10010, as Administrative Agent ("Assignor"), in favor of Global Tel*Link Corporation, a Delaware corporation formerly located at 2609 Cameron Street, Mobile, Alabama 36607, and currently located at 12021 Sunset Hills Road, Suite 100, Reston, VA 20191 ("Assignee").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, dated as of February 14, 2007, between the Assignee and the Grantor, amongst others (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") and pursuant to that certain Credit Agreement, dated as of February 14, 2007, among GTEL Holdings, Inc., Global Tel*Link Corporation, and certain Lenders and agents party thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Assignee granted a security interest to the Assignor in certain Collateral, including the Trademarks set forth on Schedule A hereto (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement, dated February 14, 2007, was recorded with the United States Patent and Trademark Office on June 28, 2007, at Reel 3570, Frame 0939;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Assignee granted a security interest to the Assignor in certain Collateral, including the Trademarks set forth on Schedule A hereto, as supplement to the security interest granted pursuant to the Trademark Security Agreement (the "Supplemental Trademark Security Agreement");

WHEREAS, the Supplemental Trademark Security Agreement, dated February 3, 2009, was recorded with the United States Patent and Trademark Office on February 3, 2009 at Reel 3929, Frame 0188;

WHEREAS, pursuant to the Guarantee and Collateral Agreement and the Trademark Security Agreement, Assignee granted to Assignor a security interest in all of Assignee's right, title and interest in, to and under the Trademarks, whether then owned or existing or at any time thereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Assignee's Obligations. For purposes of this Release and the Trademark Security Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious

business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, then existing or thereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights, related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (ii) the right to obtain all renewals thereof, but not including any "intent-to-use" trademark or service mark application filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

Assignor hereby releases and discharges its security interest in all of Assignee's right, title and interest in and to the Trademarks, including but not limited to the Trademarks listed on Schedule A hereto, and reassigns and transfers any and all interest that Assignor may have in the Trademarks to Assignee.

Assignor hereby authorizes Assignee or Assignee's authorized representative to (i) file this Release with the United States Patent and Trademark Office, (ii) file Form UCC-3 Termination Statements or such other forms as may be necessary or appropriate to implement the Order and the Plan to memorialize the release of any security interest of Assignor in the Trademarks, and/or (iii) otherwise file this Release in the applicable governmental office or agency.

Assignor further agrees to execute and deliver to Assignee any and all further documents and instruments, and do any and all further acts which Assignee (or its agents or designees) reasonably request (at Assignee's sole cost and expense) in order to confirm this Release and Assignee's right, title, and interest in or to the Trademarks.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

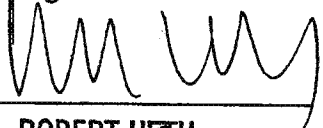
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy) and all said counterparts taken together shall be deemed to constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this RELEASE OF SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered as of the date first above written.

ASSIGNOR:

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH (formerly known as
"Credit Suisse, Cayman Islands Branch"), as
Administrative Agent

By: 
Name: ROBERT HETU
Title: MANAGING DIRECTOR

By: 
Name: CHRISTOPHER REO DAY
Title: ASSOCIATE

[Trademark Security Agreement Termination]

**SCHEDULE A TO
RELEASE OF SECURITY INTEREST IN TRADEMARKS**

GLOBAL TEL*LINK CORPORATION TRADEMARKS

Trademark	Registration No. (App. No.)	Registration Date (App. Date)	Status
LAZERPHONE	3,454,990	06/24/2008	Registered
THE NEXT GENERATION OF CORRECTIONAL TELECOMMUNICATIO NS	3,463,745	07/08/2008	Registered
GANG MANAGER	3,534,776	11/18/2008	Registered
CELL SNITCH	(77-372,406)	(01/15/2008)	Pending