TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347791

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TrademarkSecurity Agreement First Lien

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Language Line Services Holdings, Inc.		07/07/2015	CORPORATION: DELAWARE
Language Line Holdings II, Inc.		07/07/2015	CORPORATION: DELAWARE
Tele-Interpreters LLC		07/07/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
Language Line On-Site Interpreting LLC		07/07/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
Lingo Systems, LLC		07/07/2015	LIMITED LIABILITY COMPANY: OREGON
Language Line Services, Inc.		07/07/2015	CORPORATION: DELAWARE
Pacific Interpreters Incorporated		07/07/2015	CORPORATION: OREGON
Pacific Call Center Services, LLC		07/07/2015	LIMITED LIABILITY COMPANY: OREGON
On Line Interpreters, Inc.		07/07/2015	CORPORATION: ILLINOIS
Language Line Costa Rica, LLC		07/07/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	4301576	CMI
Registration Number:	2395796	
Registration Number:	2747645	
Registration Number:	3749009	LANGUAGE LINE
Registration Number:	3760363	LANGUAGE LINE

OP $490.00 4301576

Property Type	Number	Word Mark
Registration Number:	3733514	LANGUAGE LINE
Registration Number:	4449005	LANGUAGELINE ACADEMY
Registration Number:	3774315	LANGUAGE LINE SERVICES
Registration Number:	4509021	LANGUAGELINE SOLUTIONS
Registration Number:	2818333	LANGUAGE LINE UNIVERSITY
Registration Number:	4421757	LANGUAGEUC
Registration Number:	3383373	LINGONET
Registration Number:	3237194	LINGO SYSTEMS
Registration Number:	4129972	INTERPRETER DEMAND INDEX
Registration Number:	4437089	I-PATH SCORECARD
Registration Number:	4417152	LANGUAGE LINE TRANSLATION SOLUTIONS
Registration Number:	4417156	LLTS
Registration Number:	4702869	PACIFIC INTERPRETERS
Registration Number:	4702870	PACIFICINTERPRETERS A LANGUAGELINE SOLUT

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Dwayne C. Houston

Address Line 1: 1025 Vermont Avenue NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F157018
NAME OF SUBMITTER:	Chelsea Rodstrom
SIGNATURE:	/Chelsea Rodstrom/
DATE SIGNED:	07/13/2015

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 7, 2015 (as amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entities identified as grantors on the signature pages hereto (individually, a "**Grantor**" and collectively, the "**Grantors**") in favor of Credit Suisse AG, as Administrative Agent (in such capacity and together with its successors and permitted assigns, the "**Administrative Agent**").

WHEREAS, the Grantors are party to a First Lien Security Agreement, dated as of July 7, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

Section 1. *Defined Terms*

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. *Grant of Security Interest*

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties 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**"); *provided*, that the Trademark Collateral shall not include any Excluded Assets:

(i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs or fictitious business names, now existing or hereafter adopted or acquired and whether registered or unregistered, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office ("**USPTO**"), including the registrations and registration applications listed in Schedule A hereto, or any similar offices in any jurisdiction, and all extensions or renewals thereof; and (b) all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals, extensions, supplements and continuations thereof, rights to sue or otherwise recover for any past, present or future infringement, dilution or other violation of any of the foregoing, or for any injury to goodwill,

(iii) all other rights accruing thereunder or pertaining thereto throughout the world, and

(iv) to the extent not otherwise included, all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto.

Section 2.1 *Certain Limited Exclusions.* Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to 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 such intent-to-use application or any registration that issues from such intent-to-use application under applicable federal law.

Section 3. *Security Agreement*

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. *Recordation*

Each Grantor hereby authorizes and requests that the USPTO record this Agreement.

Section 5. *Termination*

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence

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and record the release of the lien on and security interests in the Trademark Collateral granted herein.

Section 6. *Governing Law*

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

Section 7. *Counterparts*

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[*Remainder of page intentionally left blank*]

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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LANGUAGE LINE SERVICES HOLDINGS, INC,
LANGUAGE LINE HOLDINGS II, INC.
TELE-INTERPRETERS LLC
LANGUAGE LINE ON-SITE INTERPRETING LLC
LINGO SYSTEMS, LLC
LANGUAGE LINE SERVICES, INC.
PACIFIC INTERPRETERS INCORPORATED
PACIFIC CALL CENTER SERVICES, LLC
ON LINE INTERPRETERS, INC.
LANGUAGE LINE COSTA RICA, LLC
as Grantors

By: _____
Name: Michael F. Schmidt
Title: Chief Financial Officer

[Signature Page to the First Lien Trademark Security Agreement]

CREDIT SUISSE AG, Cayman Islands Branch
as Administrative Agent

By: _____
Name: Judith E. Smith
Title: Authorized Signatory

By: _____
Name: Sean MacGregor
Title: Authorized Signatory

[Signature Page to First Lien Trademark Security Agreement]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

US Trademark Registrations:

Owner	Mark	Registration Number	Registration Date
LANGUAGE LINE UNIVERSITY, A DIVISION OF LANGUAGE LINE SERVICES, INC.	CMI	4301576	12-MAR-2013
LANGUAGE LINE, LLC	DESIGN ONLY	2395796	17-OCT-2000
LANGUAGE LINE, LLC	DESIGN ONLY	2747645	05-AUG-2003
LANGUAGE LINE, LLC	LANGUAGE LINE	3749009	16-FEB-2010
LANGUAGE LINE, LLC	LANGUAGE LINE	3760363	16-MAR-2010
LANGUAGE LINE, LLC	LANGUAGE LINE	3733514	05-JAN-2010
LANGUAGE LINE, LLC	LANGUAGELINE ACADEMY	4449005	10-DEC-2013
LANGUAGE LINE, LLC AKA LANGUAGE LINE SERVICES	LANGUAGE LINE SERVICES	3774315	13-APR-2010
LANGUAGE LINE, LLC	LANGUAGELINE SOLUTIONS	4509021	08-APR-2014
LANGUAGE LINE, LLC	LANGUAGE LINE UNIVERSITY	2818333	24-FEB-2004
LANGUAGE LINE, LLC	LANGUAGEUC	4421757	22-OCT-2013
LINGO SYSTEMS, LLC	LINGONET	3383373	12-FEB-2008
LINGO SYSTEMS, LLC	LINGO SYSTEMS	3237194	01-MAY-2007
LANGUAGE LINE SERVICES, INC.	INTERPRETER DEMAND INDEX	4129972	17-APR-2012
LANGUAGE LINE SERVICES, INC.	I-PATH SCORECARD	4437089	19-NOV-2013

Owner	Mark	Registration Number	Registration Date
LANGUAGE LINE SERVICES, INC.	LANGUAGE LINE TRANSLATION SOLUTIONS	4417152	15-OCT-2013
LANGUAGE LINE SERVICES, INC	LLTS	4417156	15-OCT-2013
PACIFIC INTERPRETERS, INC.	PACIFIC INTERPRETERS	4702869	17-MAR-2015
PACIFIC INTERPRETERS, INC.	PACIFIC INTERPRETERS	4702870	17-MAR-2015

US Trademark Applications

None.