18340

CH \$2440.

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Intercall, Inc		10/24/2006	CORPORATION:
Intrado Inc		10/24/2006	CORPORATION:
West Corporation		10/24/2006	CORPORATION:
West Direct, Inc		10/24/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	Lehman Commercial Paper, Inc.
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 97

Property Type	Number	Word Mark
Registration Number:	1834013	INTERCALL
Registration Number:	1945746	YOU NAME THE TIME. YOU NAME THE PLACE. IT'S YOUR CALL.
Registration Number:	1948833	WHERE TECHNOLOGY AND SOLUTIONS MEET
Registration Number:	2033014	INVIEW
Registration Number:	2317349	THE LEADER IN EFFECTIVE PHONE MEETINGS.
Registration Number:	2322554	PRESENT ONLINE
Registration Number:	2342313	WEBINAR
Registration Number:	2409121	ACTION CONFERENCE CALL
Registration Number:	2549619	INTERCALL
Registration Number:	2572187	RAINDANCE
Registration Number:	2586729	IRCALL.COM
il		

TRADEMARK "REEL: 003415 FRAME: 0575

900060995

Registration Number:	2608740	READY-CALL
Registration Number:	2610655	RAINDANCE
Registration Number:	2617812	RAINDANCE
Registration Number:	2642271	RAINDANCE
Registration Number:	2642274	RAINDANCE
Registration Number:	2642373	RAINDANCE
Registration Number:	2643720	W
Registration Number:	2665613	RAINDANCE
Registration Number:	2665660	RAINDANCE COMMUNICATIONS
Registration Number:	2711781	CONFERENCECALL.COM
Registration Number:	2790216	RAINDANCE COMMUNICATIONS
Registration Number:	2834538	R
Registration Number:	2836553	R
Registration Number:	2836554	R
Registration Number:	2929757	SWITCHTOWER
Registration Number:	2934120	SWITCHTOWER
Registration Number:	2958148	SWITCHTOWER
Registration Number:	2961002	OPENGO
Registration Number:	2973368	OPENGO
Registration Number:	2978890	OPENGO
Serial Number:	78583041	SWITCHTOWER
Registration Number:	2173471	911PLUS
Registration Number:	2177063	PALLADIUM
Registration Number:	2204802	9-1-1 NET
Registration Number:	2370781	scc
Registration Number:	2464702	9-1-1 CONNECT
Registration Number:	2485855	HELPING YOU RESPOND AT THE SPEED OF LIFE
Registration Number:	2497310	EMERGENCY WARNING AND EVACUATION
Registration Number:	2499643	EWE
Registration Number:	2539224	LNP 2000
Registration Number:	2539225	TELCONNECT
Registration Number:	2551269	911.NET
Registration Number:	2561892	REAL WORLD 9-1-1
Registration Number:	2567497	scc
Registration Number:	2612789	INTRADO

Registration Number:	2631743	INTRADO
Registration Number:	2686595	INTRADO UNIVERSITY IN LOGO
Registration Number:	2721329	INFORMED RESPONSE
Registration Number:	2786240	
Registration Number:	2789763	INTELLIVECTOR
Registration Number:	2802225	WHEN IT COUNTS. WHERE IT COUNTS. WE MAKE CONNECTIONS.
Registration Number:	2814142	INTELLIVECTOR
Registration Number:	2817401	ALERTUS
Registration Number:	2841503	INTELLIBASE
Registration Number:	2846339	LOC-ALI
Registration Number:	2846773	INTELLIVECTOR
Registration Number:	2849293	INTELLIBASE
Registration Number:	2994847	INTELLIVECTOR LOCATION DIRECTOR
Registration Number:	2999166	V9-1-1
Registration Number:	1854878	WEST
Registration Number:	2219373	MSHOW
Registration Number:	2393773	TOGETHERWARE
Registration Number:	2403970	ATTENTION
Registration Number:	2528452	MSHOW.COM
Registration Number:	2591381	SPEECHXCHANGE
Registration Number:	2817892	WEST
Registration Number:	2841499	INTELLICAST
Registration Number:	2917953	SMART SELL
Registration Number:	2952960	SPECTRUM
Registration Number:	2972691	WEB OPS
Registration Number:	2978159	TEL MARK
Registration Number:	2987984	TELECONFERENCE USA
Registration Number:	2991140	CONFERENCE PLACE
Registration Number:	2991163	CONFERENCE PLACE
Registration Number:	3021455	BUYER SHARE
Registration Number:	3132774	SMARTSELL
Registration Number:	3132964	VOICEBULLETIN
Serial Number:	78477233	
Serial Number:	78489421	INTERACTIVE AGENT

1		II I
Serial Number:	78491736	WEST ASSET MANAGEMENT
Serial Number:	78491740	WEST BUSINESS SERVICES
Serial Number:	78560528	VOICEBULLETIN
Serial Number:	78582361	SPECTRUM SHEETS
Serial Number:	78616051	SMARTSELL ONLINE
Serial Number:	78625767	SMARTCARE
Serial Number:	78632589	WEST
Serial Number:	78661565	ENTERPRISE CONNECTIVITY CONFERENCING
Serial Number:	78669133	D DIRECT RESPONSE PLUS
Serial Number:	78713895	BUYERSHARE
Serial Number:	78721667	ASSET DIRECT MORTGAGE
Serial Number:	78739755	CONFERENCECALL.COM
Serial Number:	78747022	RESERVATIONLESS-PLUS
Serial Number:	78784615	WEST AT HOME
Serial Number:	78810242	INSIGHT CUSTOMER INTELLIGENCE
Serial Number:	78894001	WEST BUSINESS SERVICES
Serial Number:	78928857	MOBILEMEET

CORRESPONDENCE DATA

Fax Number: (212)310-8007

Correspondence will be sent via US Mail when the fax attempt is unsuccessful. Email: doug.plante@weil.com, phyllis.depaola@weil.com

Correspondent Name: Weil, Gotshal & Manges c/o Doug Plante

Address Line 1: 767 5th Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	73683.0846
NAME OF SUBMITTER:	Doug Plante
Signature:	/Doug Plante/
Date:	10/25/2006

Total Attachments: 15

source=LehmanTrademark Security Agreement#page1.tif source=LehmanTrademark Security Agreement#page2.tif source=LehmanTrademark Security Agreement#page3.tif source=LehmanTrademark Security Agreement#page4.tif source=LehmanTrademark Security Agreement#page5.tif source=LehmanTrademark Security Agreement#page6.tif source=LehmanTrademark Security Agreement#page7.tif

source=LehmanTrademark Security Agreement#page8.tif source=LehmanTrademark Security Agreement#page9.tif source=LehmanTrademark Security Agreement#page10.tif source=LehmanTrademark Security Agreement#page11.tif source=LehmanTrademark Security Agreement#page12.tif source=LehmanTrademark Security Agreement#page13.tif source=LehmanTrademark Security Agreement#page14.tif source=LehmanTrademark Security Agreement#page15.tif

TRADEMARK SECURITY AGREEMENT, dated as of October 24, 2006, by each of the entities listed on the signature pages hereof (each a "**Grantor**" and, collectively, the "**Grantors**"), in favor of Lehman Commercial Paper Inc., as administrative agent (in such capacity, the "**Administrative Agent**").

Witnesseth:

WHEREAS, pursuant to the Credit Agreement dated as of October 24, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among West Corporation (the "Borrower"), each Lender from time to time party thereto, Lehman Commercial Paper Inc., as Administrative Agent and Swing Line Lender, Deutsche Bank Securities Inc. and Bank of America, N.A., as Syndication Agents, and Wachovia Capital Markets, LLC and General Electric Capital Corporation, as Co-Documentation Agents;

WHEREAS, the Grantors other than the Borrower are party to the Senior Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to an Intellectual Property Security Agreement of even date herewith in favor of the Administrative Agent (the "**IP Security Agreement**") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

Now, Therefore, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1.Defined Terms

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

SECTION 2.Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those U.S. Trademark registrations and applications referred to on Schedule I hereto;

- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding any provision of this Trademark Security Agreement to the contrary, the grant of security interest hereunder does not include any application for a Trademark that would be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest, including, without limitation, all U.S. Trademark applications that are based on an intent-to-use, unless and until such time that the grant and/or enforcement of the security interest will not affect the status or validity of such Trademark.

SECTION 3. IP Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the IP Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Administrative Agent and each Grantor intend that this Trademark Security Agreement is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the IP Security Agreement, which govern the Administrative Agent's interest in the Trademark Collateral.

[SIGNATURE PAGES FOLLOW]

2

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

WEST CORPORATION
COSMOSIS CORPORATION
INPULSE RESPONSE GROUP, INC.
INTERCALL, INC.
INTRADO COMMUNICATIONS INC.
INTRADO COMMUNICATIONS OF VIRGINIA INC.
INTRADO INC.
NORTHERN CONTACT, INC.
WEST ASSET MANAGEMENT, INC.
WEST DIRECT, INC.
WEST FACILITIES CORPORATION
WEST INTERACTIVE CORPORATION
WEST INTERNATIONAL CORPORATION
WEST RECEIVABLE SERVICES, INC.
WEST TELEMARKETING CORPORATION II

Name: Paul M. Mendlik

Title: Chief Financial Officer and Treasurer

ASSET DIRECT MORTGAGE, LLC
BUYDEBTCO, LLC
INTRADO INTERNATIONAL, LLC
STARGATE MANAGEMENT LLC
THE DEBT DEPOT, LLC
WEST ASSET PURCHASING, LLC
WEST TRANSACTION SERVICES II, LLC
WEST TRANSACTION SERVICES, LLC

Name: Paul M. Mendlik

Title: Manager

ATTENTION FUNDING CORPORATION

Name: Paul M. Mendlik

Title: Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

INTERCALL TELECOM VENTURES, LLC

By INTERCALL, INC.

Its sole member

Name: Paul M. Mendlik

Title: Chief Financial Officer and Treasurer

WEST BUSINESS SERVICES, LP

WEST TELEMARKETING, LP

By WEST TRANSACTION SERVICES, LLC

Their general partner

Name: Paul M. Mendlik

Title: Manager

ACCEPTED AND AGREED as of the date first above written:

LEHMAN COMMERCIAL PAPER INC., as Administrative Agent

By: Joff Ogden
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Schedule I to Trademark Security Agreement

TRADEMARK/TRADE NAMES OWNED BY INTERCALL, INC.

<u>Mark</u>	Reg. Date	Reg. No.
INTERCALL	5/3/94	1834013
YOU NAME THE TIME. YOU NAME THE PLACE. IT'S YOUR CALL.	1/2/96	1945746
WHERE TECHNOLOGY AND SOLUTIONS MEET	1/16/96	1948833
INVIEW	1/21/97	2033014
THE LEADER IN EFFECTIVE PHONE MEETINGS	2/8/00	2317349
PRESENT ONLINE	2/22/00	2322554
WEBINAR (Stylized)		2342313
WEBinar	4/18/00	
ACTION CONFERENCE CALL	11/28/00	2409121
INTERCALL	3/19/02	2549619
RAINDANCE	5/21/02	2572187
IRCALL.COM	6/25/02	2586729
READY-CALL	8/20/02	2608740
RAINDANCE	8/20/02	2610655
RAINDANCE	9/10/02	2617812
RAINDANCE & Design		2642271
RAINDANCE	10/29/02	
RAINDANCE & Design		2642274
RAINDANCE	10/29/02	
RAINDANCE & Design	10/29/02	2642373

10235823_1

RAINDANCE		
Design	10/29/02	2643720
RAINDANCE	12/24/02	2665613
RAINDANCE COMMUNICATIONS	12/24/02	2665660
CONFERENCECALL.COM & Design ConferenceCall	4/29/03	2711781
RAINDANCE COMMUNICATIONS	12/09/03	2790216
Design	4/20/04	2834538
Design	4/27/04	2836553

10235823_1 2

Design	4/27/04	2836554
SWITCHTOWER	3/1/05	2929757
SWITCHTOWER	3/15/05	2934120
SWITCHTOWER	5/31/05	2958148
OPENGO	6/7/05	2961002
OPENGO	7/19/05	2973368
OPENGO	7/26/05	2978890

TRADEMARK APPLICATIONS OWNED BY INTERCALL, INC.

<u>Mark</u>	<u>Filing Date</u>	<u>Serial No.</u>
SWITCHTOWER	3/8/05	78/583041

10235823_1 3

TRADEMARK/TRADE NAMES OWNED BY INTRADO INC.

<u>Mark</u>	Reg. Date	Reg. No.
911PLUS	7/14/98	2173471
PALLADIUM	7/28/98	2177063
9-1-1 NET	2/18/04	2204802
SCC & Design		2370781
MASCC	5/7/02	
9-1-1 CONNECT	6/26/01	2464702
HELPING YOU RESPOND AT THE SPEED OF LIFE	9/4/01	2485855
EMERGENCY WARNING AND EVACUATION	10/9/01	2497310
EWE	10/23/01	2499643
LNP 2000	2/19/02	2539224
TELCONNECT	2/19/02	2539225
911.NET	3/19/02	2551269
real World 9-1-1 & Design World 9-1-1	4/16/02	2561892
SCC	5/7/02	2567497
INTRADO	8/27/02	2612789
INTRADO (Stylized)		2631743
ıntrado	10/8/02	
INTRADO UNIVERSITY & Design	2/11/03	2686595
NTRADO NIVERSITY	ZA 1 11 U 3	

10235823_1 4

INFORMED RESPONSE	6/3/03	2721329
Design	11/25/03	2786240
INTELLIVECTOR	12/2/03	2789763
WHEN IT COUNTS. WHERE IT COUNTS. WE MAKE CONNECTIONS	1/6/04	2802225
INTELLIVECTOR (Stylized) intelliVector	2/10/04	2814142
ALERTUS	2/24/04	2817401
INTELLIBASE	5/11/04	2841503
LOC-ALI	5/25/04	2846339
INTELLIVECTOR	5/25/04	2846773
INTELLIBASE (Stylized) intelliBase	6/1/04	2849293
INTELLIVECTOR LOCATION DIRECTOR	9/13/05	2994847
V9-1-1	9/20/05	2999166

10235823_1 5

TRADEMARK/TRADE NAMES OWNED BY WEST CORPORATION

<u>Mark</u>	Reg. Date	Reg. No.
West (Stylized)		1854878
	9/20/94	
MSHOW	1/19/99	2219373
TOGETHERWARE	10/10/00	2393773
ATTENTION	11/14/00	2403970
MSHOW.COM	1/8/02	2528452
SPEECHXCHANGE	7/9/02	2591381
west & Design West	2/24/04	2817892
INTELLICAST	5/11/04	2841499
SMART SELL	1/11/05	2917953
SPECTRUM	5/17/05	2952960
WEB OPS	7/19/05	2972691
TEL MARK	7/26/05	2978159
TELECONFERENCE USA & Design TeleConference USA	8/23/05	2987984
CONFERENCE PLACE	9/6/05	2991140
CONFERENCE PLACE & Design conference place	9/6/05	2991163
BUYER SHARE	11/29/05	3021455

10235823_1

<u>Mark</u>	Reg. Date	Reg. No.
SMARTSELL	8/22/06	3132774
VOICEBULLETIN & Design VOICEBULLETIN	8/22/06	3132964

TRADEMARK APPLICATIONS OWNED BY WEST CORPORATION

<u>Mark</u>	Filing Date	Serial No.
Design	9/1/04	78/477233
INTERACTIVE AGENT	9/24/04	78/489421
WEST ASSET MANAGEMENT	8/1/06	78/491736
WEST BUSINESS SERVICES	9/29/04	78/491740

10235823_1 7

<u>Mark</u>	Filing Date	Serial No.
VOICEBULLETIN	2/4/05	78/560528
SPECTRUM SHEETS	3/8/05	78/582361
SMARTSELL ONLINE	4/25/05	78/616051
SMARTCARE	5/9/05	78/625767
WEST	5/18/05	78/632589
ENTERPRISE CONNECTIVITY CONFERENCING	6/30/05	78/661565
DIRECT RESPONSE PLUS & Design DIRECT RESPONSE	7/13/05	78/669133
BUYERSHARE	9/15/05	78/713895
ASSET DIRECT MORTGAGE & Design ASSET DIRECT MORTGAGE &	9/27/05	78/721667
CONFERENCECALL.COM	10/25/05	78/739755
RESERVATIONLESS-PLUS	11/4/05	78/747022
WEST AT HOME	1/4/06	78/784615
INSIGHT CUSTOMER INTELLIGENCE & Design CHRICAMER ONTELLIGENCE	2/8/06	78/810242

10235823_1

<u>Mark</u>	Filing Date	<u>Serial No.</u>
WEST BUSINESS SERVICES	5/26/06	78/894001
MOBILEMEET	7/13/06	78/928857

10235823_1

TRADEMARKS OWNED BY WEST DIRECT, INC.

<u>Mark</u>	Reg. Date	Reg. No.
SMART SELL	1/11/05	2917953

10235823_1 10

RECORDED: 10/25/2006