

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Global Tel*Link Coporation		02/14/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Credit Suisse
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Swiss bank: SWITZERLAND

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3151704	ADVANCEPAY
Serial Number:	77005194	FREE CHAT
Serial Number:	77006518	GLOBAL TEL*LINK
Serial Number:	77006514	GLOBAL TEL*LINK
Serial Number:	77006510	GLOBAL TEL*LINK
Registration Number:	3154837	GTL
Serial Number:	78972445	KEEP IN TOUCH
Registration Number:	2448631	LAZERPHONE
Serial Number:	78969882	LAZERPRINT
Serial Number:	78969871	LAZERSPEAK
Serial Number:	78969873	LAZERSPY
Registration Number:	2378664	LAZERVEICE

CORRESPONDENCE DATA

CH \$315.00 3151704

Fax Number: (212)735-2000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 735-3000
Email: smarquez@skadden.com
Correspondent Name: Oren M. Epstein
Address Line 1: Four Times Square
Address Line 4: New York, NEW YORK 10036-6522

ATTORNEY DOCKET NUMBER:	217730/1891
NAME OF SUBMITTER:	Oren M. Epstein
Signature:	/OE/
Date:	06/28/2007

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 14, 2007, is entered into by and between Global Tel*Link Corporation, a Delaware corporation located at 2609 Cameron Street, Mobile, Alabama 36607 (the "Grantor") and Credit Suisse, Cayman Islands Branch, a Swiss bank located at Eleven Madison Avenue, New York, New York 10010 (the "Assignee"), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of February 14, 2007, among the Assignee, the Grantor and the other parties thereto (as amended, restated, 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, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

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 the Guarantee and Collateral Agreement, Grantor is granting a security interest to the Assignee in certain Collateral, including the Trademarks set forth on Schedule A hereto.

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:

1. Grant of Security Interest

(a) Grantor hereby grants to Assignee a security interest in all of Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter 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 Grantor's Obligations. For the purposes of this 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, now existing or hereafter 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.

(b) Schedule A hereto contains a true and accurate list of all of 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 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 Guarantee and Collateral Agreement (which is 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 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 Guarantee and Collateral Agreement, the provisions of the 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 Credit Agreement. Notwithstanding the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement in the name of and on behalf of Grantor without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademark owned or subsequently acquired by Grantor. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be required 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 Guarantee and Collateral Agreement.

3. Applicable Law

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.

4. Counterparts

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 of said counterparts taken together shall be deemed to constitute one and the same instrument.

[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.

GRANTOR:

GLOBAL TEL*LINK CORPORATION

By: [Signature]
Name: **Brent D. Bradley**
Title: **Vice President**

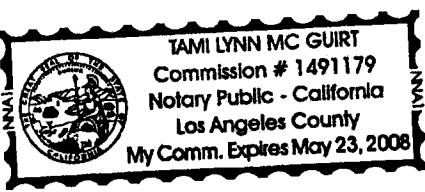
STATE OF California)
) SS.)
COUNTY OF Los Angeles)

I, a notary public, in and for the county and state aforesaid, do hereby certify that Brent D. Bradley personally known to me to be the Vice President of Global Tel*Link Corporation, appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him/her by the board of directors of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this ^{8th} day of Feb, 2007.

[Signature]
Notary Public

My commission expires: May 23, 2008



ASSIGNEE:

CREDIT SUISSE, CAYMAN ISLANDS BRANCH,
as Administrative Agent

By: _____
Name:
Title:

[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.

GRANTOR:

GLOBAL TEL*LINK CORPORATION

By: _____
Name:
Title:

STATE OF)
) SS.)
COUNTY OF)

I, a notary public, in and for the county and state aforesaid, do hereby certify that _____ personally known to me to be the _____ of Global Tel*Link Corporation, appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him/her by the board of directors of said corporation for the uses and purposes therein set forth.

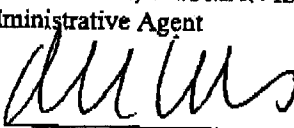
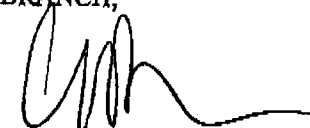
IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this day of _____, 2007.

Notary Public

My commission expires: _____

ASSIGNEE:

CREDIT SUISSE, CAYMAN ISLANDS BRANCH,
as Administrative Agent

By:  
Name: ROBERT HETU CASSANDRA DROOGAN
Title: MANAGING DIRECTOR VICE PRESIDENT

Schedule A to TRADEMARK SECURITY AGREEMENT

Jurisdiction	Trademark	Registration No. (App. No.)	Registration Date (App. Date)	Record Owner	Status/ Comments
United States	ADVANCEPAY	3,151,704	10/03/2006	Borrower	Registered
United States	FREE CHAT	77-005,194	09/22/2006	Borrower	Pending
United States	GLOBAL TEL*LINK	77-006,518	09/25/2006	Borrower	Pending
United States	GLOBAL TEL*LINK	77-006,514	09/25/2006	Borrower	Pending
United States	GLOBAL TEL*LINK	77-006,510	09/25/2006	Borrower	Pending
United States	GTL and Design	3,154,837	10/10/2006	Borrower	Registered
United States	KEEP IN TOUCH	78-972,445	09/12/2006	Borrower	Pending
United States	LAZERPHONE	2,448,631	05/08/2001	Borrower	Registered.
United States	LAZERPRINT	(78-969,882)	09/08/2006	Borrower	Pending
United States	LAZERSPEAK	(78-969,871)	09/08/2006	Borrower	Pending
United States	LAZERSPY	(78-969,873)	09/08/2006	Borrower	Pending
United States	LAZERVOICE	2,378,664	08/22/2000	Borrower	Registered