

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
West Corporation		05/10/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	1525 W.T. Harris Boulevard
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28262
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4293673	911 MAP AUDIT
Registration Number:	4266937	JUMPSTART
Registration Number:	4273654	911 MAPBOOK
Registration Number:	4283859	INTERCHANGE
Registration Number:	4283056	MAPSAG
Registration Number:	4271951	QUICKPOINT
Registration Number:	4272315	SIMPLECELL
Registration Number:	4276444	THOR SHIELD
Serial Number:	85849772	EDGE911
Serial Number:	85869906	HEALTHY WORLD
Serial Number:	85847611	HFCONNECT
Serial Number:	85849807	VANTAGE LINK
Serial Number:	85869922	WE MOVE PEOPLE TO ACTION, CREATING A HEA

CORRESPONDENCE DATA

900257233

TRADEMARK
 REEL: 005042 FRAME: 0493

CH \$340.00 4293673

Fax Number: 8668265420

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 301-638-0511

Email: penelope@ipresearchplus.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue, Ste 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	COS1-38739 - 671776-10
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	06/03/2013

Total Attachments: 6

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SHORT FORM INTELLECTUAL PROPERTY AGREEMENT

TRADEMARK SECURITY AGREEMENT SUPPLEMENT, dated as of May 10, 2013, by the entity listed on the signature page hereof (a “**Grantor**”), in favor of Wells Fargo Bank, National Association, as administrative agent (in such capacity, the “**Administrative Agent**”).

W i t n e s s e t h:

WHEREAS, West Corporation (the “**Borrower**”) is party to the Amended and Restated Credit Agreement dated as of October 5, 2010 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Borrower, each Lender from time to time party thereto, Wells Fargo Bank, National Association, as Administrative Agent and Swing Line Lender, Deutsche Bank Securities Inc. and Bank of America, N.A., as Syndication Agents, and Wells Fargo Bank, National Association and General Electric Capital Corporation, as Co-Documentation Agents;

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

WHEREAS, the Grantor is party to an Intellectual Property Security Agreement dated as of October 24, 2006, in favor of the Administrative Agent (the “**IP Security Agreement**”) pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement Supplement;

WHEREAS, the Grantor has acquired the additional Trademarks set forth on Schedule I hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the 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

The 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 Supplement 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 Supplement 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 Grantor intend that this Trademark Security Agreement Supplement 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]

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

WEST CORPORATION

as Grantor

By:



Name: Paul M. Mendlik

Title: Chief Financial Officer and Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005042 FRAME: 0497

ACCEPTED AND AGREED
as of the date first above written:

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Administrative Agent

By: Mark B. Felker
Name: Mark B. Felker
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005042 FRAME: 0498

Schedule I
to
Trademark Security Agreement

Trademark Registrations

TRADEMARK/TRADE NAMES OWNED BY WEST CORPORATION

<u>Mark</u>	<u>File Date</u>	<u>Reg. No.</u>
911 Map Audit	4/12/2012	4,293,673
JumpStart	11/29/2011	4,266,937
911 MapBook	6/7/2012	4,273,654
Interchange	11/23/2011	4,283,859
MapSAG	7/2/2012	4,283,056
QuickPoint	5/21/2012	4,271,951
SimpleCell	5/25/2012	4,272,315
THOR SHIELD	5/2/2011	4,276,444

TRADEMARK APPLICATIONS OWNED BY WEST CORPORATION

<u>Mark</u>	<u>File Date</u>	<u>Application No.</u>
Edge911	2/14/2013	85/849,772
Healthy World	3/7/2013	85/869,906
HF Connect	2/12/2013	85/847,611
Vantage Link	2/14/2013	85/849,807
We move people to action, creating a healthy world. One person at a time	3/7/2013	85/869,922