

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500053

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH		11/29/2018	Bank: SWITZERLAND

RECEIVING PARTY DATA

Name:	DSI-ITI, LLC
Street Address:	12021 Sunset Hills Road
Internal Address:	Suite 100
City:	Reston
State/Country:	VIRGINIA
Postal Code:	20190
Entity Type:	Limited Liability Company: DELAWARE
Name:	GLOBAL TEL*LINK CORPORATION
Street Address:	12021 Sunset Hills Road
Internal Address:	Suite 100
City:	Reston
State/Country:	VIRGINIA
Postal Code:	20190
Entity Type:	Corporation: IDAHO
Name:	PUBLIC COMMUNICATIONS SERVICES, INC.
Street Address:	12021 Sunset Hills Road
Internal Address:	Suite 100
City:	Reston
State/Country:	VIRGINIA
Postal Code:	20190
Entity Type:	Corporation: IDAHO

PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Registration Number:	3459229	CALL IQ
Registration Number:	3770529	OFFENDERCONNECT
Registration Number:	3077760	POWERED BY: EVOLUTION
Registration Number:	3782640	PREA

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3151704	ADVANCEPAY
Registration Number:	3977084	DSI ITI
Registration Number:	3966147	DSI-ITI
Registration Number:	3315466	GLOBAL TEL*LINK
Registration Number:	3315465	GLOBAL TEL*LINK
Registration Number:	3315464	GLOBAL TEL*LINK
Registration Number:	3154837	GTL
Registration Number:	3782532	LAZERNET
Registration Number:	3782531	LAZERNET
Registration Number:	2448631	LAZERPHONE
Registration Number:	3615390	LAZERWEB
Registration Number:	4308705	VALUE-ADDED COMMUNICATIONS
Registration Number:	4298242	VAC
Registration Number:	4298197	VAC
Registration Number:	4298058	VAC
Registration Number:	4298245	VAC
Registration Number:	4178234	TECHNOLOGY INCENTIVE PROGRAM (T.I.P.)
Registration Number:	4189357	TIP
Registration Number:	4157005	TIP CERTIFIED
Registration Number:	4134947	T.I.P.
Registration Number:	4162042	CONNECTNETWORK
Registration Number:	4162041	CONNECTNETWORK
Registration Number:	4449101	GTL DATA IQ PHONE CALLS VISITATIONS MONE
Registration Number:	4364387	EXPRESSRELEASE
Registration Number:	4528367	CALL IQ INTELLIGENT SEARCH
Registration Number:	4590401	GTL
Registration Number:	4611419	GTL
Registration Number:	4607350	THE CORRECTIONS INNOVATION LEADER
Registration Number:	4732950	SMARTPRISON
Registration Number:	4664903	CALLED PARTY IQ
Registration Number:	4749402	PHONE IQ
Registration Number:	4720218	CONNECTNETWORK
Registration Number:	4703854	CONNECTNETWORK
Registration Number:	4842375	GTL VIRTUAL RECEPTIONIST
Registration Number:	4906146	WALK-IN RETAIL
Registration Number:	4915085	FLEX
Registration Number:	4968695	VOICE IQ
Registration Number:	4968696	LOCATION IQ

Property Type	Number	Word Mark
Registration Number:	5070954	INSPIRE
Registration Number:	5180135	VISITME
Registration Number:	5557552	REQUEST2CALL
Registration Number:	3503291	PAY2TALK

CORRESPONDENCE DATA

Fax Number: 2127352000

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: 212-735-2811

Email: mribando@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: Four Times Square

Address Line 2: Monique L. Ribando

Address Line 4: NEW YORK, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 217730/2188

NAME OF SUBMITTER: Jenna S. Cantor

SIGNATURE: /Jenna S. Cantor/

DATE SIGNED: 11/29/2018

Total Attachments: 8

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Release”), dated as of November 29, 2018, is made by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, a Swiss Bank located at Eleven Madison Avenue, 8th floor, New York, New York 10010, as Administrative Agent (the “Grantor”), in favor of DSI-ITI, Inc. (formerly known as DSI-ITI, LLC), an Idaho corporation located at 12021 Sunset Hill Road, Reston, VA 20190 (“DSI”), GLOBAL TEL*LINK CORPORATION, an Idaho corporation located at 12021 Sunset Hill Road, Reston, VA 201902 (“GTEL”) and PUBLIC COMMUNICATIONS SERVICES, INC., an Idaho corporation located at 12021 Sunset Hill Road, Reston, VA 20190 (“PCS”) (DSI, GTEL and PCS, the “Assignees”, and each individually an “Assignee”).

WHEREAS, DSI, GTEL, PCS and the Grantor are parties to that certain First Lien Trademark Security Agreement, dated as of November 10, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “First Lien Trademark Security Agreement (2010)”), entered into pursuant to that certain First Lien Guarantee and Collateral Agreement, dated as of November 10, 2010, by and among GTEL, GTEL Holdings, Inc., a Delaware corporation (“Holdings”), the Grantor, the Assignees and the other parties from time to time party thereto and pursuant to that certain Credit Agreement, dated as of November 10, 2010, by and among Holdings, GTEL, the Grantor, as administrative agent, and the financial institutions and institutional investors from time to time party thereto as lenders;

WHEREAS, the First Lien Trademark Security Agreement (2010) was recorded with the United States Patent and Trademark Office on March 21, 2011, at Reel/Frame No. 004502/0171;

WHEREAS, DSI, PCS and the Grantor are parties to that certain Copyright Security Agreement, dated as of December 14, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “Copyright Security Agreement”), entered into pursuant to that certain Guarantee and Collateral Agreement, dated as of December 14, 2011, by and among the Grantor, DSI and PCS and the other parties from time to time party thereto, and pursuant to that certain Credit Agreement, dated as of December 14, 2011, by and among Holdings, GTEL, the Grantor, as administrative agent and the financial institutions and institutional investors from time to time party thereto as lenders;

WHEREAS, the Copyright Security Agreement was recorded in the United States Copyright Office at Volume 3611, Document 788;

WHEREAS, (i) DSI, GTEL, PCS and the Grantor are parties to that certain Trademark Security Agreement (First Lien), dated as of May 23, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “First Lien Trademark Security Agreement (2013)”) and (ii) DSI and PCS are parties to that certain Copyright Security Agreement (First Lien) (as amended, restated, supplemented or otherwise modified from time to time, the “First Lien Copyright Security Agreement”), each of (i) and (ii) entered into pursuant to that certain First Lien Guarantee and Collateral Agreement, dated as of May 23, 2013, by and among the Grantor, the Assignees and the other parties from time to time party thereto and

pursuant to that certain First Lien Credit Agreement, dated as of May 23, 2013, by and among Holdings, GTEL, the Grantor, as administrative agent, and the financial institutions and institutional investors from time to time party thereto as lenders;

WHEREAS, the First Lien Trademark Security Agreement (2013) was recorded with the United States Patent and Trademark Office on October 8, 2013, at Reel/Frame No. 005127/0041;

WHEREAS, the First Lien Copyright Security Agreement was recorded in the United States Copyright Office at Volume 9905 Document 088;

WHEREAS, (i) DSI, GTEL, PCS and the Grantor are parties to that certain Trademark Security Agreement (Second Lien), dated as of May 23, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Trademark Security Agreement") and (ii) DSI, PCS and the Grantor are parties to that certain Copyright Security Agreement (Second Lien), dated as of May 23, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Copyright Security Agreement"), each of (i) and (ii) entered into pursuant to that certain Second Lien Guarantee and Collateral Agreement, dated as of May 23, 2013, by and among the Grantor, DSI, GTEL, PCS and the other parties from time to time party thereto and pursuant to that certain Second Lien Credit Agreement, dated as of May 23, 2013, by and among Holdings, GTEL, the Grantor, as administrative agent, and the financial institutions and institutional investors from time to time party thereto as lenders;

WHEREAS, the Second Lien Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 9, 2013, at Reel/Frame No. 005127/0891;

WHEREAS, the Second Lien Copyright Security Agreement was recorded in the United States Copyright Office at Volume 9905 Document 090;

WHEREAS, pursuant to each of the (i) First Lien Trademark Security Agreement (2010), (ii) First Lien Trademark Security Agreement (2013) and (iii) Second Lien Trademark Security Agreement, each of DSI, GTEL, PCS granted to Grantor, for the ratable benefit of the Secured Parties (as set forth in the relevant agreement), a security interest in, all of the following assets and property, in each case, wherever located and then owned or at any time thereafter acquired by such Assignee or in which such Assignee then had or at any time thereafter may have acquired any right, title or interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Assignee's Obligations:

(i) All Trademarks (as defined in the relevant agreement) of such Assignee, including, without limitation, the registered and applied for Trademarks of such Assignee listed on Schedule A hereto; and

(ii) to the extent not otherwise included, all Proceeds (as defined in the relevant agreement) of the foregoing;

WHEREAS, the Assignees desire that the Grantor terminate and release its lien on and security interest in and to all right, title and interest in, to and under all of the Trademark Collateral and the Copyright Collateral; and

WHEREAS, pursuant to the (i) Copyright Security Agreement, (ii) First Lien Copyright Security Agreement and (iii) Second Lien Copyright Security Agreement, each of DSI and PCS granted to Grantor, for the ratable benefit of the Secured Parties (as set forth therein), a security interest in, all of the following assets and property, in each case, wherever located and then owned or at any time thereafter acquired by such Assignee or in which such Assignee then had or at any time thereafter may have acquired any right, title or interest (collectively, the "Copyright Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Assignee's Obligations:

(iii) All Copyrights (as defined in the relevant agreement) of such Assignee, including, without limitation, the registered and applied for Copyrights of such Assignee listed on Schedule B hereto; and

(iv) to the extent not otherwise included, all Proceeds (as defined in the relevant agreement) of the foregoing.

NOW, THEREFORE, in consideration of the above premises, the parties hereto hereby agree as follows:

1. Termination and Release

(a) The Grantor hereby terminates, releases and discharges fully, without representation, warranty or recourse of any kind, its lien on and security interest in and to all right, title and interest in, to and under the Trademark Collateral, including the Trademarks listed on Schedule A attached hereto, and reassigns and transfers to the Assignees all right, title and interest that the Grantor may have in the Trademark Collateral.

(b) The Grantor hereby terminates, releases and discharges fully, without representation, warranty or recourse of any kind, its lien on and security interest in and to all right, title and interest in, to and under the Copyright Collateral, including the Copyrights listed on Schedule B attached hereto, and reassigns and transfers to the Assignees all right, title and interest that the Grantor may have in the Copyright Collateral.

2. Applicable Law

THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

3. Recordation

Each Grantor authorizes the Assignees, or the Assignees' authorized representative, to record this Release with the United States Patent and Trademark Office and the United States Copyright Office.

4. Further Assurances

The Grantor hereby agrees to duly execute and deliver to the Assignees any further documents and to do such other acts that the Assignees (or their respective agents or designees) reasonably request, at the Assignees' sole cost and expense, in order to confirm this Release and the Assignees' right, title and interest in the Trademark Collateral and the Copyright Collateral.

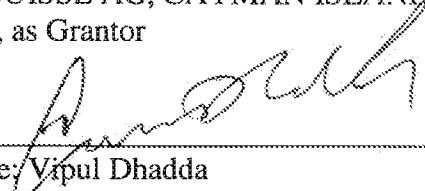
5. Counterparts

This Release may be executed by one or more of the parties to this Release on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Release or any document or instrument delivered in connection herewith by facsimile transmission or other electronic image scan transmission (e.g., PDF) shall be effective as delivery of a manually executed counterpart of this Release or such other document or instrument, as applicable.

[Signature Page Follows]

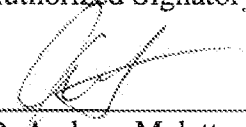
IN WITNESS WHEREOF, each of the undersigned has caused this Release to be duly executed and delivered as of the date first written above.

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Grantor

By: 

Name: Vipul Dhadha

Title: Authorized Signatory

By: 

Name: D. Andrew Maletta

Title: Authorized Signatory






[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 006491 FRAME: 0275

SCHEDULE A
to
RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK	REG. (APP) NO.	REG. (APP) DATE	OWNER
CALL IQ	3,459,229	7/11/2008	DSI-ITI, LLC
OFFENDERCONNECT	3,770,529	4/6/2010	DSI-ITI, LLC
	3,077,760	4/4/2006	DSI-ITI, LLC
PREA	3,782,640	4/27/2010	DSI-ITI, LLC
ADVANCE PAY	3,151,704	10/3/2006	Global Tel*Link Corporation
	3,977,084	6/14/2011	Global Tel*Link Corporation
DSI-ITI	3,966,147	5/24/2011	Global Tel*Link Corporation
GLOBAL TEL*LINK	3,315,466	10/23/2007	Global Tel*Link Corporation
GLOBAL TEL*LINK	3,315,465	10/23/2007	Global Tel*Link Corporation
GLOBAL TEL*LINK	3,315,464	10/23/2007	Global Tel*Link Corporation
	3,154,837	10/10/2006	Global Tel*Link Corporation
LAZERNET	3,782,532	4/27/2010	Global Tel*Link Corporation
LAZERNET	3,782,531	4/27/2010	Global Tel*Link Corporation
LAZERPHONE	2,448,631	5/8/2001	Global Tel*Link Corporation
LAZERWEB	3,615,390	5/5/2009	Global Tel*Link Corporation
VALUE-ADDED COMMUNICATIONS	4,308,705	3/26/2013	Global Tel*Link Corporation
VAC	4,298,242	3/5/2013	Global Tel*Link Corporation
VAC	4,298,197	3/5/2013	Global Tel*Link Corporation
VAC	4,298,058	3/5/2013	Global Tel*Link Corporation
VAC	4,298,245	3/5/2013	Global Tel*Link Corporation
TECHNOLOGY INCENTIVE PROGRAM (T.I.P.)	4,178,234	7/24/2012	Global Tel*Link Corporation
	4,189,357	8/14/2012	Global Tel*Link Corporation
	4,157,005	6/12/2012	Global Tel*Link Corporation
T.I.P.	4,134,947	5/1/2012	Global Tel*Link Corporation

CONNECTNETWORK	4,162,042	6/19/2012	Global Tel*Link Corporation
CONNECTNETWORK	4,162,041	6/19/2012	Global Tel*Link Corporation
	4,449,101	12/10/2013	Global Tel*Link Corporation
EXPRESSRELEASE	4,364,387	7/9/2013	Global Tel*Link Corporation
	4,528,367	5/13/2014	Global Tel*Link Corporation
	4,590,401	8/19/2014	Global Tel*Link Corporation
	4,611,419	9/23/2014	Global Tel*Link Corporation
THE CORRECTIONS INNOVATION LEADER	4,607,350	9/16/2014	Global Tel*Link Corporation
SMARTPRISON	4,732,950	5/5/2015	Global Tel*Link Corporation
CALLED PARTY IQ	4,664,903	12/30/2014	Global Tel*Link Corporation
PHONE IQ	4,749,402	6/2/2015	Global Tel*Link Corporation
CONNECTNETWORK	4,720,218	4/14/2015	Global Tel*Link Corporation
CONNECTNETWORK	4,703,854	3/17/2015	Global Tel*Link Corporation
GTL VIRTUAL RECEPTIONIST	4,842,375	10/27/2015	Global Tel*Link Corporation
	4,906,146	2/23/2016	Global Tel*Link Corporation
FLEX	4,915,085	3/8/2016	Global Tel*Link Corporation
VOICE IQ	4,968,695	5/31/2016	Global Tel*Link Corporation
LOCATION IQ	4,968,696	5/31/2016	Global Tel*Link Corporation
INSPIRE	5,070,954	11/1/2016	Global Tel*Link Corporation
VISITME	5,180,135	4/11/2017	Global Tel*Link Corporation
REQUEST2CALL	5,557,552	9/4/20018	Global Tel*Link Corporation
PAY2TALK	3,503,291	9/16/2008	Public Communications Services, Inc.

SCHEDULE B
to
RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

COPYRIGHT REGISTRATIONS AND APPLICATIONS

<u>TITLE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>OWNER</u>
Inmate billing and collections system; version 2.0 for Windows	TX0005647307	8/6/2001	DSI-ITI, LLC
Inmate phone control system	TX0005317191	2/2/2001	DSI-ITI, LLC
Inmate phone maintenance and monitoring system	TX0005317190	2/2/2001	DSI-ITI, LLC
Advanced commissary management system: version 1.0 for Windows	TX0005294837	2/1/2001	DSI-ITI, LLC
Funeral home management system, version 2.0	TX0002072310	5/15/1987	DSI-ITI, LLC
Hearing aid management system	TX0002028712	2/17/1987	DSI-ITI, LLC
Market survey management system	TX0002082817	5/15/1987	DSI-ITI, LLC
Nursing home management system	TX0002067275	2/18/1987	DSI-ITI, LLC
Officer training and personnel system	TX0005233584	2/2/2001	DSI-ITI, LLC
Payroll management system, version 1.0	TX0002073735	5/14/1987	DSI-ITI, LLC
Portable barcode library	TX0005233587	2/1/2001	DSI-ITI, LLC
Preventive maintenance management system	TX0005233589	2/1/2001	DSI-ITI, LLC
Programmable imaging system: version 1.0 for Windows	TX0005294834	2/1/2001	DSI-ITI, LLC
Property and clothing exchange system: version 1.0 for Windows	TX0005294833	2/1/2001	DSI-ITI, LLC
Trakit!	TX0002015462	2/1/2001	DSI-ITI, LLC
Water and sewer management system	TX0002014833	2/17/1987	DSI-ITI, LLC
Clerk and Courts management system: version 1.0 for Windows	TX0005294835	2/1/2001	DSI-ITI, LLC
Criminal fines and costs collection system	TX0005265597	1/31/2001	DSI-ITI, LLC
Criminal information management system: version 1.0 for Windows	TX0005294836	2/1/2001	DSI-ITI, LLC
Juvenile detention management system: version 1.0 for Windows	TX0005294831	2/1/2001	DSI-ITI, LLC
Probation management system: version 1.0	TX0005294830	2/1/2001	DSI-ITI, LLC
Sheriff's sale management system: version 1.0 for Windows	TX0005294832	2/1/2001	DSI-ITI, LLC