

NRD 1-19-00

FORM PTO-1594
Rev. 6-93

OMB No. 0651-0011 (exp. 4/94)

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02-02-2000



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings ☐ ☐ ☐ ☒ 10.12.99

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To the Honorable Commissioner of Patents

and original documents or copy thereof.

1. Name of conveying party(ies):

SECURUS, INC.
393 Enterprise Street
San Marcos, California 92069

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: *9/24/99*

2. Name and address of receiving party(ies)

Name: Manufacturers Bank
Internal Address: Credit Support Services
Street Address: 515 So. Figueroa Street
City: Los Angeles State: Calif. ZIP: 90071

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State
☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

2,182,104
2,200,346
1,390,687

B. Trademark Registration No.(s)

R2182104
R2200346
R1390687

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Manufacturers Bank

Internal Address: Credit Support Services

Street Address: 515 So. Figueroa St.

City: Los Angeles State: Calif. ZIP: 90071

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

10/13/1999 MTHA11 00000051 2182104

9. Statement and signature.

40.00 OP
50.00 OP

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Don Bills

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document:

10

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assnments

TRADEMARK

REEL: 002018 FRAME: 0193

**Patent and Trademark Collateral Assignment
and Security Agreement**

This Patent and Trademark Collateral Assignment and Security Agreement ("Agreement") is entered into as of 9-24-99, 1999 by and between **Manufacturers Bank**, a California banking corporation ("Bank") and **Securus, Inc.**, a California corporation ("Grantor"), with reference to the following facts:

A. Bank and Grantor are parties to that certain Loan Agreement dated as of 9-24-99, 1999, as such agreement may be amended, modified, supplemented, and restated from time to time ("Loan Agreement") pursuant to which Bank has agreed to extend certain credit facilities to Grantor, and Grantor has agreed to grant to Bank a security interest in certain of its business assets to Bank to secure such credit facilities and Grantor's other liabilities and obligations under the Loan Agreement.

B. Grantor is the owner of certain trademarks and patents and/or is the licensee or licensor of certain trademarks and patents, and to secure all of Grantor's indebtedness, obligations and liabilities under the Loan Agreement and otherwise owing to Bank (collectively, the "Obligations"), Grantor has agreed to grant to Bank a security interest in such trademarks and patents and Grantor's rights as licensee and licensor, as applicable, of such trademarks and patents, and the proceeds thereof.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the recitals and the mutual covenants and promises set forth herein, Bank and Grantor hereby agree as follows:

1. Grant of Security Interest. To secure the complete and timely satisfaction of all Obligations, Grantor hereby grants, assigns and conveys to Bank a first-priority security interest in all of Grantor's right, title and interest in and to all of the following:

1.1 All United States and foreign patents, patent applications and patentable inventions of Grantor, including but not limited to those set forth in Exhibit A attached hereto, and (i) the inventions and improvements described and claimed therein; (ii) any continuation, division, renewal, extension, substitute or reissue thereof or any legal equivalent in a foreign country for the full term or terms for which the same may be granted; (iii) all rights relating to the manufacture, sale or distribution of products utilizing said patents, applications or inventions; (iv) all rights to income, royalties, profits, awards, damages or other rights relating thereto, including the rights to sue for past, present or future infringement; and (v) any other rights and benefits relating to said patents, applications and inventions, including any rights as a licensor or licensee with respect thereto (collectively, "Patents").

1.2 All United States and foreign trademarks, trademark registrations and trademark applications and the goodwill of the business to which each of the trademarks relates, including but not limited to those trademarks, trademark registrations and trademark applications set forth in Exhibit B attached hereto and (i) any similar marks or amendments, modifications and renewals thereof and the goodwill of the business related to those trademarks and the legal equivalent in a foreign country for the full term or terms for which the same may be granted; (ii) all rights relating to the manufacture, sale or distribution of products utilizing said trademarks; (iii) all rights to income, royalties, profits, damages, or other rights relating to said trademarks, including the right to sue for past, present or future infringement; and (iv) any other rights and benefits relating to the foregoing, including any rights as a licensor or licensee with respect thereto (collectively, "Trademarks").

1.3 All products and proceeds of any of the foregoing Patents and Trademarks whether now in existence or hereafter made, acquired or produced (collectively, "Proceeds," and together

with the Patents and Trademarks, the "Intellectual Property").

2. Representations, Warranties and Covenants. Grantor represents, warrants and covenants for the benefit of Bank, which representations, warranties and covenants shall survive the execution and delivery of this Agreement and the repayment of the Obligations, as follows:

2.1 Valid Patents and Trademarks. All of the Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable. To the best knowledge of Grantor, each of the Patents and Trademarks is valid and enforceable. No claim has been made that the use of any of the Trademarks or Patents does or may violate the rights of any third party.

2.2 Right and Power. Grantor has full right, power and authority to pledge, convey, assign, transfer and deliver to Bank and to grant to Bank a security interest in the Intellectual Property free and clear of any other security interests, liens, adverse claims and options. Except for the security interest of Bank in the Intellectual Property, no security interest or lien has been created by Grantor or is known to Grantor to exist with respect to any of the Intellectual Property, and no financing statement or other security interest is on file in any jurisdiction covering any of the Intellectual Property. The security interest granted to Bank pursuant to this Agreement in and to the Intellectual Property constitutes the valid and enforceable perfected security interest therein superior and prior to the rights of all other persons or entities therein, and subject to no other liens and is entitled to all the rights, priorities and benefits afforded by the Uniform Commercial Code or other relevant law as enacted in any relevant jurisdiction to perfected security interests.

2.3 No Lien. Grantor is the owner of the Intellectual Property free from any lien or other right, title or interest of any person or entity (other than liens created hereby) and Grantor shall defend the Intellectual Property against all claims and demands of all persons or entities at any time claiming the same or any interest therein adverse to Bank. Grantor shall not execute or authorize to be filed in any public office any financing statement (or similar statement or instrument of registration under the law of any jurisdiction) or statements relating to the Intellectual Property, except financing statements filed or to be filed in respect of and covering the security interests granted hereby by Grantor and will not surrender or lose possession of, sell, encumber, lease, rent or otherwise dispose of or transfer any of the Intellectual Property or right therein (by way of security interest or otherwise) except as contemplated hereby or otherwise consented to in writing by Bank.

2.4 Chief Executive Office; Records. Grantor's chief executive office is located at 393 Enterprise Street, San Marcos, California 92069. The originals of all records relating to the Intellectual Property and all receivables, contract rights and items of chattel paper and instruments constituting Intellectual Property are, and will continue to be, kept at such chief executive office. Grantor shall not establish a new location for such offices until (a) Grantor shall have given to Bank at least thirty (30) days' prior written notice of its intention to do so, clearly describing such new location and providing such other information in connection therewith as Bank may request, and (b) with respect to such new location, Grantor shall have taken all actions, satisfactory to Bank, to maintain the security interest of Bank in the Intellectual Property.

2.5 Maintenance of Records and Inspection. Grantor shall keep and maintain at its own cost and expense satisfactory and complete records of the Intellectual Property and Grantor shall make the same available to Bank (and its employees, representatives, agents and other persons designated by Bank) for inspection, at Grantor's own cost and expense, at any and all reasonable times upon Bank's demand. Grantor grants to Bank (and its employees, representatives, agents and other persons designated by Bank) the right to visit Grantor's plant and facilities which manufacture, inspect or store products sold under any of the Intellectual Property, and to inspect the products and quality control records relating thereto at any and all reasonable times upon Bank's demand.

2.6 Reports and Notices. At Bank's request, Grantor shall provide to Bank written

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reports informing Bank of the status of all Patents and Trademarks subject to this Agreement. Grantor shall promptly notify Bank of: (a) any new patents, patent applications, patentable inventions, trademarks, trademark registrations, trademarks applications and licenses related thereto, and (b) any claims made by any third party against any of the Intellectual Property.

2.7 Transfer of Interest. Grantor shall not sell, license, assign, pledge or otherwise transfer any of the Intellectual Property or any interest therein, voluntarily or involuntarily, without the prior written consent of Bank, and any such transfer shall be null and void.

2.8 Protection of the Intellectual Property and Bank's Security Interest. Grantor shall:

2.8.1 Do nothing to impair the rights of Bank in the Intellectual Property;

2.8.2 Take all actions necessary to maintain, preserve, protect, and renew the Intellectual Property;

2.8.3 Keep the Intellectual Property in good condition and repair;

2.8.4 Not cause or permit any waste or unusual or unreasonable depreciation of or diminution of value in the Intellectual Property;

2.8.5 Comply with all laws, regulations and ordinances relating to the possession, operation, maintenance and control of the Intellectual Property;

2.8.6 Not take any action that would constitute a material breach or default by Grantor pursuant to any license agreements related to the Intellectual Property;

2.8.7 Use and continue to use consistent standards of quality in its manufacture of products sold under the Intellectual Property; and

2.8.8 Protect the Intellectual Property from infringement, unfair competition or dilution or damage by all appropriate actions including the commencement of legal action to prevent and recover damages for said infringement and to defend the Intellectual Property from claims of infringement, unfair competition or damage including the defense of any legal actions making such claims.

2.9 After Acquired Property. If Grantor shall obtain rights to or become entitled to the benefit of any new patents, patentable applications, patentable inventions, trademarks, registered trademarks, trademark applications, or licenses thereof before Grantor's Obligations to Bank have been satisfied in full, the provisions of this Agreement shall automatically apply thereto, and such new patents, patentable applications, patentable inventions, trademarks, registered trademarks, trademark applications, or licenses thereof shall be deemed to be Intellectual Property subject to this Agreement. Grantor hereby authorizes Bank to modify this Agreement by amending the exhibits to this Agreement to include any such new patents, patentable applications, patentable inventions, trademarks, registered trademarks, trademark applications, and licenses thereof. Grantor shall provide Bank with all documents and other information which Bank deems necessary and appropriate to enable bank to amend such exhibits.

2.10 Further Actions. Grantor shall, at its own expense, make, execute, endorse, acknowledge, file and/or deliver to Bank from time to time any endorsements, assignments, mortgages, financing statements, and other writings, all in form acceptable to Bank, and take such further actions relating to the Intellectual Property and other property or rights covered by the security interest granted herein, which Bank deems appropriate or advisable to establish, perfect, preserve or protect Bank's security interest in the Intellectual Property and the priority thereof and shall deliver promptly to Bank originals or certified copies of all Intellectual Property and/or Proceeds thereof consisting of chattel paper or instruments. Grantor shall pay any and all applicable filing

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fees, registration fees and related expenses and authorizes Bank to file any such financing statements, assignments, mortgages or similar documents without the signature of Grantor. Grantor constitutes and appoints Bank as its true and lawful attorney-in-fact, irrevocably, with full power, but not the obligation, in the name of Grantor or otherwise, to execute and file or record all financing statements or other documents required to perfect, preserve and protect the security interest of Bank in the Intellectual Property in all jurisdictions, including, without limitation, recording this Agreement, as amended pursuant to Section 2.9, with the U.S. Patent and Trademark Office, which appointment as attorney-in-fact is coupled with an interest.

3. Right to Use Intellectual Property. Unless and until there shall have occurred and be continuing a default under Section 4 below, Bank hereby grants to Grantor the exclusive, nontransferable right and license to use the Intellectual Property on and in connection with products and goods sold by Grantor, for Grantor's own benefit and account and for non other. Grantor shall not sell or assign its interest in, or grant any sublicense under, the license granted to Grantor under this Section 3, without the prior written consent of Bank.

4. Defaults and Remedies.

4.1 Defaults: A default shall occur under this Agreement if one or more of the following events shall occur:

4.1.1 Grantor fails or neglects to perform, keep or observe any term, provision, condition or covenant contained in this Agreement or in any other present or future agreement between Grantor and Bank, including without limitation, the Loan Agreement;

4.1.2 An Event of Default occurs under the Loan Agreement; or

4.1.3 Grantor breaches any of the terms or conditions of any license agreement to which it is a party that relates to or constitutes any of the Intellectual Property.

4.2 Remedies. Upon the occurrence of a default under this Section 4:

4.2.1 Grantor's license under the Intellectual Property, as set forth in Section 3, shall terminate forthwith, and Bank shall have, in addition to all other rights and remedies given by this Agreement and the Loan Agreement and by applicable law, the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Intellectual Property may be located, and

4.2.2 Grantor hereby authorizes and empowers Bank to make, constitute and appoint any officer or agent of Bank, as Bank may select in its exclusive discretion, as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, documents, papers and instruments necessary for Bank to use the Intellectual Property, or to grant or issue any exclusive or nonexclusive license under the Intellectual Property to any third person, or necessary for Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Intellectual Property to any third person. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and is irrevocable for the life of this Agreement.

5. Miscellaneous.

5.1 Interpretation. This Agreement is subject to the terms and conditions of the Loan Agreement. In the event of any inconsistency between this Agreement and the Loan Agreement, the terms of the Loan Agreement shall control.

5.2 No Waiver. The failure by Bank to exercise any right under this Agreement shall not operate as a waiver thereof and shall not bar Bank from continuing to exercise said rights in the

future.

5.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the United States of America without reference to the principles of conflict of laws thereof, except with respect to those provisions of the Uniform Commercial Code or other applicable jurisdiction's laws governing the creation, perfection and enforcement of the security interest in the Intellectual Property as enacted in those states or other jurisdiction in which the Intellectual Property is located, or in those states or other jurisdictions whose Uniform Commercial Code provisions or other laws otherwise govern the security interests set forth herein. This Agreement shall be subject to the provisions of the Loan Agreement governing jurisdiction and forum for any disputes, and the parties hereto hereby consent to exclusive jurisdiction in such jurisdiction and forum and agree that jurisdiction and venue therein is proper and convenient.

5.4 Waiver of Jury Trial. **BANK AND GRANTOR EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OF THE AGREEMENTS ENTERED INTO IN CONNECTION HEREWITH.**

5.5 Successors and Assigns. This Agreement is binding on the parties hereto and their successors and assigns; provided, however, Grantor may not assign or transfer to any person or entity any of its rights or obligations under this Agreement either expressly or by operation of law without the prior written consent of Bank, and any prohibited assignment or transfer shall be absolutely void.

5.6 Severability. The terms of this Agreement are severable. If any clause or provision shall be found to be invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision in this Agreement in any jurisdiction.

5.7 Amendments. This Agreement may be amended or modified only by a writing signed by Bank and Grantor.

5.8 Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall

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be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement.

IN WITNESS WHEREOF, Bank and Grantor have executed this Agreement as of the date first above written.

Securus, Inc.,
a California corporation

By: _____

Title: _____

By: _____

Title: _____

Manufacturers Bank, a
California banking corporation

By: _____

Title: _____

ALL SIGNATURES MUST BE NOTARIZED

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EXHIBIT A

PATENTS, PATENT APPLICATIONS AND PATENTABLE INVENTIONS

<u>Application or Patent No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>	<u>Expiration Date</u>	<u>Title</u>
None				

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EXHIBIT B

TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND LICENSES AND ASSOCIATED GOODWILL

<u>Application or Mark No.</u>	<u>Country</u>	<u>Registration or Filing Date</u>	<u>Expiration Date</u>	<u>Trademark Name</u>
2,182,104	U.S.A.	05/07/97	05/06/07	Quick Link
2,200,346	U.S.A.	12/19/96	12/18/06	Quick Link
1,390,687	U.S.A.	09/03/85	09\02\05	Holdrite

License Agreements

Trademarks under License

None

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STATE OF CALIFORNIA

COUNTY OF San Diego } SS:

On September 24, 1999 before me, the undersigned, a Notary Public in and for said state personally appeared ** Michelle Hubbard and Robert O. Silides **

personally known to me (proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in ~~his/her~~ their authorized capacity(ies), and that by ~~his/her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(This area for official notarial seal)

Signature

[Signature]

