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Client Code: HENTE.000GEN

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S. Patent & TMO/c/TM Mail Rcpt Dt. #34

TO THE ASSISTANT COMMISSIONER OF PATENTS AND TR

101283018

1. Name of conveying party(ies): (If multiple assignors, list numerically)

Quick Strap, Inc.

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State
- Other:

Additional name(s) of conveying party(ies) attached?

Yes  No

2. Name and address of receiving party(ies):

Name: Securus, Inc.

Internal Address:

Street Address: 393 Enterprise Street

City: San Marcos State: CA ZIP: 92069

- Individual
- 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) and address(es) attached?

Yes  No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other:

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) June 28, 1999

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

a. Trademark Application No(s):  
75/216,036

b. Trademark Registration No(s):  
2,200,346

Additional numbers attached?  Yes  No

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

Name: Lowell Anderson  
 KNOBBE, MARTENS, OLSON & BEAR, LLP  
 Customer No. 20,995  
 Internal Address: Sixteenth Floor  
 Street Address: 620 Newport Center Drive  
 City: Newport Beach State: CA ZIP: 92660  
 Attorney's Docket No.: HENTE.000GEN

7. Total fee (37 CFR 3.41): \$65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and registrations involved: 2

9. Statement and signature.

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

Lowell Anderson  
Name of Person Signing

*Lowell Anderson*  
Signature

2/11/00  
Date

Total number of pages including cover sheet, attachments and document: 7

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

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REEL: 002030 FRAME: 0537



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09-23-1999

U.S. Patent & TMO/TM Mail Rcpt Dt. #39

**INTELLECTUAL PROPERTY ASSIGNMENT**

This Assignment ("Assignment") is effective as of the first day of July, 1999, by and between Quick Strap, Inc., a California corporation having a place of business at 393 Enterprise Street, San Marcos, CA 92069 ("QUICK STRAP"), and Securus, Inc., a California corporation having a place of business at 393 Enterprise Street, San Marcos, CA 92069 ("SECURUS").

WHEREAS, QUICK STRAP has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the trademarks, applications and registrations listed in Schedule A, attached hereto and incorporated herein by this reference ("Trademarks");

WHEREAS, QUICK STRAP has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, QUICK STRAP is the owner of inventions relating to its business, including the inventions, patents, and patent applications listed in Schedule B, attached hereto and incorporated herein by this reference ("Patents & Applications");

WHEREAS, SECURUS is desirous of acquiring all rights, title, and interest in and to the Trademarks and Patents & Applications worldwide and any other registered or unregistered trademarks owned or used by QUICK STRAP or any of its licensees worldwide, and any inventions, copyrights, trade secrets or other intellectual property of QUICK STRAP;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, QUICK STRAP hereby assigns and sells to SECURUS the following:

(1) All rights, title, and interest as QUICK STRAP may possess in and to the Trademarks, applications and registrations set forth in Schedule A, together with the entire business and assets associated with said Trademarks, applications and registrations, together with all the rights for recovery, damages and profits for past infringements as of the date of this Assignment, and any other registered or unregistered trademarks or service marks owned or used anywhere in the world by QUICK STRAP or any of its licensees along with the goodwill associated therewith;

(2) All rights, title, and interest of QUICK STRAP throughout the world in, to, and under the improvements, inventions, applications owned by it or relating to its business, including the patents and applications of Schedule B, and all patents that may be granted thereon, and all divisions, continuations, reissues, reexaminations, renewals, and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent that may hereafter be filed for said improvements or for the said Patents in any country or countries foreign to the United States; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements and all Letters Patents resulting from the Patents to SECURUS, its successors, legal representatives, and assigns, in accordance with the terms of this Agreement, together with all the rights for recovery, damages and profits for past infringements as of the date of this Assignment;

(3) All rights, title and interest to all copyrights, copyright registrations and copyrightable subject matter, including reproduction rights and moral rights, which QUICK STRAP has in any works of authorship or derivative works of authorship relating to the business of QUICK STRAP, for and during the existence of said copyrights and all renewals and extensions thereof, together with all the rights for recovery, damages and profits for past infringements as of the date of this Assignment; and

(4) All rights, title and interest in and to any and all trade secrets, know-how and confidential information, intangible assets and any other intellectual property relating to the business of QUICK STRAP together with all the rights for recovery, damages and profits for past infringements as of the date of this Assignment.

AND QUICK STRAP hereby agrees to assist SECURUS in obtaining all authorizations and to assist in the preparation of, execute and deliver any and all lawful documents, notices, filings, forms or other documentation required by any domestic or foreign government or governmental agency to effect the transfer of the above-identified and transferred rights, at the expense of SECURUS.

AND QUICK STRAP hereby agrees that, should the assignment contained herein be held invalid or otherwise deemed not to transfer all of QUICK STRAP's rights referred to above then QUICK STRAP will assist SECURUS in all lawful, reasonable actions that may be required to effectively transfer such rights, at the expense of SECURUS.

AND QUICK STRAP hereby covenants and agrees that it has full right to convey the entire interests herein assigned, and that it has not executed any agreement in conflict herewith.

AND QUICK STRAP hereby further covenants and agrees that it will communicate to SECURUS, its successors, legal representatives and assigns, any facts known to QUICK STRAP respecting said marks, patents, trade secrets and other rights transferred above, and testify truthfully in any legal proceeding, sign all lawful papers, renewals and applications, make all rightful oaths, and generally do everything lawfully possible to aid SECURUS, its successors, legal representatives and assigns, to obtain and enforce protection for said marks, patents and trade secrets in all countries.

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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 28 day of June 1999.

QUICK STRAP, INC.

By: Michelle M. Hubbard

Name Printed: Michelle M. Hubbard

Title: President

Date: 6-28-99

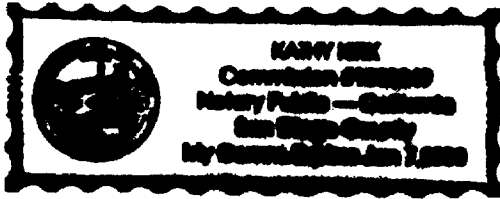
STATE OF CA  
COUNTY OF San Diego } ss.

On 6-28-99, before me, Kathy Hink, personally appeared personally known to me (or 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 executed the same in authorized capacity(ies), and that by 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.

[SEAL]

Kathy Hink  
Notary Signature



**SCHEDULE A**

**TRADEMARKS**

<u>MARK</u>	<u>COUNTRY</u>	<u>REG./APP. NO.</u>	<u>REG./FILING DATE</u>	<u>INTL. CLASS</u>
FAST STRAP	U.S.	App. 75/216,036	Filed 12/19/96	6
QUICK STRAP	U.S.	Reg. 2,200,346	Reg. 10/27/98	6
QUICK STRAP	CANADA	App. 888,426	Filed 8/26/98	6

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