



12-07-2001

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12-27-2001

Form 100-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

101926166

To the Honorable Commissioner of Patents and Trademarks, please forward the attached original documents or copy thereof.

1. Name of conveying party(ies):

Evercom Systems, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Delaware
☐ 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: December 7, 2001

2. Name and address of receiving party(ies)

Name: Heller Corporate Finance, Inc.Internal Suite 1920

Address: _____

Two Penn Center PlazaStreet Address: 1500 JFK BoulevardCity: Philadelphia State: PA Zip: 19102☐ Individual(s) citizenship _____☐ Association _____☐ General Partnership _____☐ Limited Partnership _____☒ Corporation-State Pennsylvania☐ 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 registration number(s):

A. Trademark Application No.(s)

75/503,453; 75/526,379; 75/526,393;
75/526,392; 75/530,595; 75/530,596
75/529,497; 75/530,735;

Additional number(s) attached ☒ Yes ☐ No

B. Trademark Registration No.(s)

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

Name: Christopher M. Turk, EsquireInternal Address: 9th FloorBlank Rome Comisky & McCauley LLPStreet Address: One Logan SquarePhiladelphiaCity: _____ State: PA Zip: 19103

6. Total number of applications and registrations involved: _____

19

7. Total fee (37 CFR 3.41).....\$ 490.00☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

02-2555

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

DO NOT USE THIS SPACE

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
copy of the original document.

Christopher M. Turk, EsquireDecember 7, 2001

Name of Person Signing

Signature

Date

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

25

12/26/2001 6TON11 00000170 022555 75503433

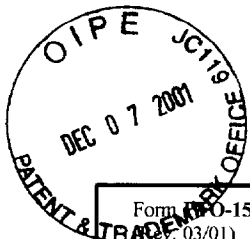
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

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02 FC:482

40.00 CH
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TRADEMARK
REEL: 002413 FRAME: 0181

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Form TPO-1594 (03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): Evercom Systems, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>Heller Corporate Finance, Inc.</u> Internal Address: _____ Street Address: _____ City: _____ State: _____ Zip: _____ <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: _____					
4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>75/550,833; 75/552,052; 76/107,258</u> <u>76/163,962; 76/163,960</u> Additional number(s) attached <input type="checkbox"/> Yes <input type="checkbox"/> No			B. Trademark Registration No.(s) _____		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: _____ Internal Address: _____ _____ _____ Street Address: _____ _____ City: _____ State: _____ Zip: _____			6. Total number of applications and registrations involved: <input type="text"/> 7. Total fee (37 CFR 3.41).....\$ _____ <input type="checkbox"/> Enclosed <input type="checkbox"/> 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					
9. Statement and signature. <i>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.</i> _____ Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and document: <input type="text"/>					

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

**TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT**

(Evercom Systems, Inc.)

TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT dated as of December 7, 2001, between Evercom Systems, Inc., having its principal place of business at 8201 Tristar Drive, Irving, Texas 75063 (the "Assignor"), and Heller Corporate Finance (PA), Inc., having an office at Two Penn Center Plaza, 1500 JFK Boulevard, Suite 1920, Philadelphia, PA 19102, as Collateral Agent (hereinafter, in such capacity, the "Agent") for itself and other financial institutions (hereinafter, collectively, the "Lenders") which are, or may in the future become, parties to a Loan and Security Agreement dated as of even date herewith (as amended and in effect from time to time, the "Loan"), among Assignor, and its subsidiaries and affiliates, as borrowers and guarantors, Lenders, and Heller Corporate Finance (PA), Inc., as Collateral Agent and Administrative Agent.

WHEREAS, it is a condition precedent to Lenders' making any loans or otherwise extending credit to Borrowers under the Loan Agreement that Assignor execute and deliver to Agent, for the benefit of itself, Administrative Agent and Lenders, a trademark agreement in substantially the form hereof;

WHEREAS, Assignor has granted to Agent, for the benefit of itself, Administrative Agent and Lenders and Agent, a security interest in certain of Assignor's personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Loan Agreement); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Loan Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Loan Agreement. In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See Section 2.1.

Associated Goodwill. All goodwill of Assignor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks. All of Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark

Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of Assignor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of Assignor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by Assignor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of Assignor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of Assignor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by Assignor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark Agreement. This Trademark Collateral Security and Pledge Agreement, as amended and in effect from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of Assignor pursuant to any and all past, present and future franchising or licensing agreements in favor of Assignor, or to which Assignor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of Assignor or Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which Assignor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of Assignor or Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of Assignor or Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of Assignor, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by Assignor or are now owned, held or used by Assignor, in Assignor's business, or with Assignor's products and services, or in which Assignor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by Assignor in Assignor's business or with Assignor's products and services, or in which Assignor in the future acquires any right, title or interest.

Use. With respect to any Trademark, all uses of such Trademark by, for or in connection with Assignor or its business or for the direct or indirect benefit of Assignor or its business, including all such uses by Assignor itself, by any of the affiliates of Assignor, or by any franchisee, licensee or contractor of Assignor.

2. GRANT OF SECURITY INTEREST.

2.1. Security Interest; Assignment of Marks. As collateral security for the payment and

performance in full of all of the Obligations, Assignor hereby unconditionally grants to Agent, for the benefit of itself, Administrative Agent and Lenders, a continuing security interest in and first priority lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to Agent for the benefit of itself, Administrative Agent and Lenders. In addition, Assignor has executed in blank and delivered to Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). Assignor hereby authorizes Agent to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of Agent's remedies under this Trademark Agreement and the Loan Agreement.

2.2. Conditional Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in Section 2.1, Assignor grants, assigns, transfers, conveys and sets over to Agent, for the benefit of Lenders and Agent, Assignor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by Agent) upon an Event of Default for which acceleration of the Loans is automatic under the Loan Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Loan Agreement and applicable law (including the transfer or other disposition of the Collateral by Assignor to Agent or its nominee in lieu of foreclosure).

2.3. Supplemental to Loan Agreement. Pursuant to the Loan Agreement Assignor has granted to Agent, for the benefit of the itself, Administrative Agent and Lenders, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Loan Agreement, and all rights and interests of Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Loan Agreement, the security interest of Agent in the Collateral (including the Pledged Trademarks) pursuant to the Loan Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the UCC (including the security interest in the Pledged Marks), or any present or future rights and interests of Agent in and to the Collateral under or in connection with the Loan Agreement, this Trademark Agreement or the UCC. Any and all rights and interests of Agent in and to the Pledged Trademarks (and any and all obligations of Assignor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of Agent (and the obligations of Assignor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Loan Agreement and shall not be in derogation thereof.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Subject to Schedule 4.8 of the Loan and Security Agreement, Assignor represents, warrants

and covenants that: (i) Schedule A sets forth a true and complete list of all Trademarks and Trademark Registrations now owned, licensed, controlled or used by Assignor; (ii) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations; (iii) to the best of Assignor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (iv) to the best of Assignor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (v) to the best of its knowledge, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of Assignor's knowledge, there is no infringement by Assignor of the trademark rights of others; (vi) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that Assignor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons, other than the security interest and assignment created by the Loan Agreement and this Trademark Agreement; (vii) Assignor has the unqualified right to enter into this Trademark Agreement and to perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees that will enable them to comply with the covenants herein contained; (viii) Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (ix) Assignor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (x) this Trademark Agreement, together with the Loan Agreement, will create in favor of Agent a valid and perfected first priority security interest in the Pledged Trademarks upon making the filings referred to in clause (xi) of this Section 3; and (xi) except for the filing of financing statements under the UCC and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by Assignor, or (B) for the perfection of or the exercise by Agent of any of its rights and remedies hereunder.

4. INSPECTION RIGHTS.

Assignor hereby grants to each of Agent, Administrative Agent and Lenders and its employees and agents the right to visit Assignor's plants and facilities that manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

5. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without Agent's prior written consent, Assignor will not (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is

inconsistent with Assignor's obligations under this Trademark Agreement or the Loan Agreement.

6. AFTER-ACQUIRED TRADEMARKS, ETC.

6.1. After-acquired Trademarks. If, before the Obligations shall have been finally paid and satisfied in full, Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and Assignor shall promptly provide to Agent notice thereof in writing and execute and deliver to Agent such documents or instruments as Agent may reasonably request further to implement, preserve or evidence Agent's interest therein.

6.2. Amendment to Schedule. Assignor authorizes Agent to modify this Trademark Agreement and the Assignment of Marks, without the necessity of Assignor's further approval or signature, by amending Exhibit A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under Section 2 or Section 6.

7. TRADEMARK PROSECUTION.

7.1. Assignor Responsible. Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold each of Agent, Administrative Agent and Lenders harmless from any and all costs, damages, liabilities and expenses that may be incurred by Agent, Administrative Agent or any Lenders in connection with Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby. In respect of such responsibility, Assignor shall retain trademark counsel acceptable to Agent.

7.2. Assignor's Duties, etc. Assignor shall have the right and unless otherwise authorized by Agent (such authorization not be unreasonably withheld), the duty, through trademark counsel acceptable to Agent, to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne by Assignor. Assignor shall not abandon any filed trademark registration application, or any Trademark Registration or Trademark, without the consent of Agent, which consent shall not be unreasonably withheld.

7.3. Assignor's Enforcement Rights. Assignor shall have the right and the duty unless otherwise authorized by Agent (such authorization not be unreasonably withheld), to bring suit or other action in Assignor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights. Assignor may require Agent to join in

such suit or action as necessary to assure Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) Agent is completely satisfied that such joinder will not subject Agent or any Bank to any risk of liability. Assignor shall promptly, upon demand, reimburse and indemnify Agent for all damages, costs and expenses, including legal fees, incurred by Agent pursuant to this Section 7.3.

7.4. Protection of Trademarks, etc. In general, Assignor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks. Assignor shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks.

7.5. Notification by Assignor. Promptly upon obtaining knowledge thereof, Assignor will notify Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or Assignor's rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Pledged Trademarks, the ability of Assignor or Agent to dispose of any of the Pledged Trademarks or the rights and remedies of Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

8. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in Section 2.2, the Loan Agreement and the other Loan Documents), those allowed by law and the rights and remedies of a secured party under the UCC, and, without limiting the generality of the foregoing, Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by Agent in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Loan Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to Assignor at least ten (10) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

9. COLLATERAL PROTECTION.

If Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of Assignor shall be breached, Agent, in its own name or that of Assignor (in the sole discretion of Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and Assignor agrees promptly to reimburse Agent for any cost or expense incurred by Agent in so doing.

10. POWER OF ATTORNEY.

If any Event of Default shall have occurred and be continuing, Assignor does hereby make, constitute and appoint Agent (and any officer or agent of Agent as Agent may select in its exclusive discretion) as Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that Assignor is obligated to execute and do hereunder. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases each of Agent and Lenders from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by Agent under this power of attorney (except for Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

11. FURTHER ASSURANCES.

Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as Agent may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to Agent the grant, perfection and priority of Agent's security interest in the Pledged Trademarks.

12. TERMINATION.

At such time as all of the Obligations have been indefeasibly and finally paid and satisfied in full, this Trademark Agreement shall terminate and Agent shall, upon the written request and at the expense of Assignor, execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in Assignor the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to Agent by Assignor pursuant to this Trademark

Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by Agent pursuant hereto or the Loan Agreement.

13. COURSE OF DEALING.

No course of dealing between Assignor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Loan Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. EXPENSES.

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by Agent in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by Assignor.

15. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by Assignor hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Loan Agreement.

16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER AGENT NOR ANY BANK ASSUMES ANY LIABILITIES OF ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF ASSIGNOR, AND ASSIGNOR SHALL INDEMNIFY AGENT AND LENDERS FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY AGENT OR ANY BANK WITH RESPECT TO SUCH LIABILITIES.

17. NOTICES.

All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be in writing and shall be delivered in hand, mailed by United States registered or certified first-class mail, postage prepaid, or sent by telegraph, telecopy or telex and confirmed by delivery via courier or postal service, addressed as follows:

(a) if to Assignor, at Evercom Systems, Inc., 8201 Tristar Drive, Irving, Texas 75063 Attention: Mr. Keith Kelson, or at such other address for notice as Assignor shall last have furnished in writing to the person giving the notice, with copies to Hughes & Luce, L.L.P., 111 Congress, Suite 900, Austin, Texas 60661 Attention: James Sargent, Esquire, and

(b) if to Agent, at Heller Corporate Finance (PA), Inc., 500 West Monroe, Chicago, Illinois 60661, Attention: Account Manager – Heller Corporate Finance – Evercom Systems, or at such other address for notice as Agent shall last have furnished in writing to the person giving the notice.

Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered in person, when delivered; (ii) if delivered by fax or telecopy, on the date of transmission if transmitted on a Business Day before 4:00 p.m. Chicago time or, if not, on the next succeeding Business Day; (iii) if delivered by overnight courier, two (2) days after delivery to such courier properly addressed.

18. AMENDMENT AND WAIVER.

This Trademark Agreement is subject to modification only by a writing signed by Agent (with the consent of Lenders) and Assignor, except as provided in Section 6.2. Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by Agent and Lenders. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

19. GOVERNING LAW; CONSENT TO JURISDICTION.

THIS TRADEMARK AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. Assignor agrees that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon Assignor by mail at the address specified in Section 17. Assignor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

20. WAIVER OF JURY TRIAL.

ASSIGNOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, Assignor waives any right which it may have

to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Assignor (i) certifies that neither Agent, Administrative Agent nor any Lender nor any representative, agent or attorney of Agent, Administrative Agent nor any Lender has represented, expressly or otherwise, that Agent, Administrative Agent nor any Lender would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Loan Agreement and the other Loan Documents to which Agent, Administrative Agent nor any Lender is a party, Agent, Administrative Agent and Lenders are relying upon, among other things, the waivers and certifications contained in this Section 20.

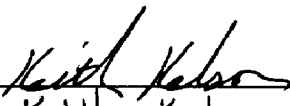
21. MISCELLANEOUS.

The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon Assignor and its respective successors and assigns, and shall inure to the benefit of Agent, Lenders and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Loan Agreement, the provisions of the Loan Agreement, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Assignor acknowledges receipt of a copy of this Trademark Agreement.

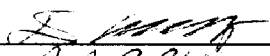
SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of
the day and year first above written.

EVERCOM SYSTEMS, INC.

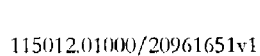
By: 
Name: Keith Kelso
Title: CFO, VP, Secretary

**HELLER CORPORATE FINANCE
(PA), INC.**
as Collateral Agent

By: 
Name: Barry Kuzisler
Title: Vice President

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF PHILADELPHIA)

Ellen Keiffer
Notary Public
My commission expires:



Schedule A
Evercom Systems, Inc.

Asset No.	Asset Type	Countries	Mark	Serial Number	Filing Date	Status	Owner
003	TM	US	EVERCOM	75/503453	6/16/1998	Pending	Evercom Systems, Inc.
004	TM	US	EVERCOM SYSTEMS	75/526379	7/27/1998	Published	Evercom Systems, Inc.
005	TM	US	EVERCOM SYSTEMS	75/526393	7/27/1998	Published	Evercom Systems, Inc.
006	TM	US	EVERCOM SYSTEMS	75/526392	7/27/1998	Published	Evercom Systems, Inc.
007	TM	US	EVERCOM SYSTEMS	75/530595	8/4/1998	Published	Evercom Systems, Inc.
008	TM	US	EVERCOM LOCAL	75/530596	8/4/1998	Published	Evercom Systems, Inc.
009	TM	US	EVERCOM LOCAL	75/529497	8/3/1998	Published	Evercom Systems, Inc.
010	TM	US	EVERCOM LOCAL	75/530735	8/3/1998	Published	Evercom Systems, Inc.
011	TM	US	EVERCOM BILLING SOLUTIONS	75/530653	8/4/1998	Published	Evercom Systems, Inc.
012	TM	US	EVERCOM BILLING SOLUTIONS	75/530736	8/3/1998	Published	Evercom Systems, Inc.
015	TM	US	Miscellaneous Design (Stylized "E")	75/551592	9/10/1998	Published	Evercom Systems, Inc.

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Asset No.	Asset Type	Countries	Description/Title	Serial Number	Filing Date	Status	Owner
016	TM	US	Miscellaneous Design (Stylized "E")	75/551593	9/10/1998	Published	Evercom Systems, Inc.
017	TM	US	Miscellaneous Design (Stylized "E")	75/550679	9/10/1998	Opposed (Tentative settlement reached)	Evercom Systems, Inc.
018	TM	US	Miscellaneous Design (Stylized "E")	75/551579	9/10/1998	Published	Evercom Systems, Inc.
019	TM	US	Miscellaneous Design (Stylized "E")	75/550833	9/10/1998	Published	Evercom Systems, Inc.
020	TM	US	Miscellaneous Design (Stylized "E")	75/552052	9/10/1998	Opposed (Tentative settlement reached)	Evercom Systems, Inc.
028	TM	US	EVERCONNECT	76/107258	8/10/2000	Published	Evercom Systems, Inc.
029	TM	US	SMARTCONNECT	76/163962	11/13/2000	Opposed	Evercom Systems, Inc.
030	TM	US	GBC	76/163960	11/13/2000	Pending	Evercom Systems, Inc.

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EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, Evercom Systems, Inc., a corporation organized and existing under the laws of the State of Delaware, having a place of business at 8201 Tristar Drive, Irving, Texas, 75063 (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, Heller Corporate Finance (PA), Inc., as collateral agent having a place of business at Two Penn Center Plaza, 1500 JFK Boulevard, Suite 1920, Philadelphia, PA 19102 (the "Agent"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign, sell and transfer unto Agent all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as Agent shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

IN WITNESS WHEREOF, Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this ____ day of _____, _____.

EVERCOM SYSTEMS, INC.

By: _____
Name: _____
Title: _____

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by Assignor to Agent is hereby accepted as of the ____ day of _____, 20____.

EVERCOM SYSTEMS, INC.

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this the ____ day of _____, 20____, before me appeared _____, the person who signed this instrument, who acknowledged that (s)he is the _____ of _____ and that being duly authorized (s)he signed such instrument as a free act on behalf of _____.

Notary Public
[Seal]
My commission expires:

ANNEX

Trademark
or
Service Mark

Registrations --
United States Patent and Trademark Office
Registration No. Registration Date

[List chronologically in ascending numerical order]

Trademark
or
Service Mark

Pending Applications --
United States Patent and Trademark Office
Serial No. Filing Date

[List chronologically in ascending numerical order]