

03-08-2004

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. Tab settings ⇌ ⇌ ⇌



102686739

COVER SHEET 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): JPMORGAN CHASE BANK, as Collateral Agent
[] Individual(s) [] Association
[] General Partnership [] Limited Partnership
[] Corporation-State
[] Other Bank
Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies)
Name: T-NETIX, INC.
Internal Address: SUITE 410
Street Address: 2155 CHENAULT AVENUE
City: CARROLLTON State: TX Zip: 75006
[] Individual(s) citizenship
[] Association
[] General Partnership
[] Limited Partnership
[x] Corporation-State DE
[] 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

3. Nature of conveyance:
[] Assignment [] Merger
[] Security Agreement [] Change of Name
[x] Other Release and Reassignment
Execution Date: 03/01/2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) see attached
Additional number(s) attached [x] Yes [] No

B. Trademark Registration No.(s) see attached

5. Name and address of party to whom correspondence concerning document should be mailed:
Name:
Internal Address:
Attn: Penelope J.A. Agodoa
Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005
202.783.2700
Street Address:
03/09/2004 GTON11 00000004 1783893
01 FC: 521 40.00 OP
02 FC: 522 150.00 OP
City: State: Zip:

6. Total number of applications and registrations involved: 7
7. Total fee (37 CFR 3.41) \$ 190.00
[x] Enclosed
[] Authorized to be charged to deposit account
8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
Penelope S. Johnson
Name of Person Signing
Penelope S. Johnson
Signature
03/03/2004
Date
Total number of pages including cover sheet, attachments, and document 5

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

TRADEMARK REEL: 002922 FRAME: 0800

EXHIBIT A

Trademarks

| <u>Country</u> | <u>Trademark</u> | <u>Reg. No. or Appl. No.</u> | <u>Issue Date or File Date</u> |
|----------------|-------------------|----------------------------------|------------------------------------|
| USA | COGENT & Design | 1,783,893 | 07/27/93 |
| USA | COGENT | 1,537,607 | 05/02/89 |
| USA | COGENT | 1,810,510 | 12/14/93 |
| USA | Digital Combridge | n/a | n/a |
| USA | PIN-LOCK | 2,194,830 | 10/13/98 |
| USA | STRIKE-THREE! | 74/490873 | 02/17/94 |
| USA | TEL-LABS | 2,268,058 | 08/10/99 |
| USA | T-NETIX | 2,251,603 | 06/08/99 |
| USA | VOICENTRY | n/a | n/a |

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of March 1, 2003 by JPMORGAN CHASE BANK, as Collateral Agent ("**Releasing Party**").

WITNESSETH:

WHEREAS, the Releasing Party, T-Netix, Inc., a Delaware corporation ("**Borrower**"), and certain subsidiaries of Borrower were parties to a Guarantee and Collateral Agreement, dated as of November 14, 2002 (as amended, restated, supplemented or otherwise modified from time to time, the ("**Guarantee and Collateral Agreement**"), pursuant to which Borrower granted a security interest to the Releasing Party in, and a collateral assignment to the Releasing Party of, among other things, the trademark registrations and trademark applications (and intellectual property relating to same) of Borrower, including, without limitation, the trademark registrations and trademark applications (and intellectual property relating to same) set forth on Exhibit A hereto;

WHEREAS, in connection with entering into of the Guarantee and Collateral Agreement, a Notice of Security Interest in U.S. Trademarks was recorded in the United States Patent and Trademark Office on December 5, 2002 at Reel 002639, Frame 0234; and

WHEREAS, the Borrower has requested that the Releasing Party release its security interest in the trademark registrations and trademark applications of the Borrower and reassign the same to the Borrower.

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

1. Releasing Party hereby releases its security interests in all of the Borrower's right, title and interest in and to all of the following (the "**Trademark Collateral**"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other sources of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing items in this clause (a) being called a "**Trademark**"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Exhibit A hereto;

(b) all Trademark licenses, including each Trademark license, if any, referred to in Exhibit A hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by Borrower against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Exhibit A hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

2. Releasing Party hereby reassigns, grants and conveys to the Borrower, without any representation, recourse or undertaking by Releasing Party, all of Releasing Party's right, title and interest in and to the Trademark Collateral.

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[Signature Page Follows]*

IN WITNESS WHEREOF, the Releasing Party has caused this Trademark Release and Reassignment to be duly executed by its duly authorized officers as of the day and year first above written.

JPMORGAN CHASE BANK,
as Collateral Agent


By: 
Name: DAVID E. NOBLE
Title: VICE PRESIDENT

EXHIBIT A

Trademarks

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