

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the nature of conveyance from Assignment to Security Agreement as previously recorded on Reel 002018 Frame 193. Assignor(s) hereby confirms the recorded papers show a security interest (Frame 194 para. 1) not an assignment (Frame 193 #3 - erroneous nature of conveyance).

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Securus, Inc.		09/24/1999	CORPORATION:

RECEIVING PARTY DATA

Name:	Manufacturers Bank
Street Address:	515 So. Figueroa Street
Internal Address:	Credit Support Services
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2182104	QUICK LINK
Registration Number:	2200346	QUICK STRAP
Registration Number:	1390687	HOLDRITE

CORRESPONDENCE DATA

Fax Number: (949)855-6371
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (949)855-1246
 Email: jli@stetinalaw.com
 Correspondent Name: Lowell Anderson
 Address Line 1: 75 Enterprise, Suite 250
 Address Line 4: Aliso Viejo, CALIFORNIA 92656

CH \$90.00 2182104

NAME OF SUBMITTER:	Lowell Anderson
Signature:	/lowell anderson/
Date:	03/14/2005
Total Attachments: 1 source=Security Agreement#page1.tif	

**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 S:\NOTES1\SECU

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