

9/15/04

09-20-2004

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings → → → ▼



102839295

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):

Securus Technologies, Inc.

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

Execution Date: 9/9/2004

2. Name and address of receiving party(ies)

Name: ING Capital LLC, as Administrative Agent

Internal

Address: _____

Street Address: 1325 Avenue of the Americas

City: New York State: NY Zip: 10019

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

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) Please see the
 attached list for the application number

B. Trademark Registration No.(s) Please see the
 attached list for the application number

Additional number(s) attached ☒ Yes ☐ No

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

Name: LaShana C. Jimmar, Paralegal

Internal Address: Paul, Hastings, Janofsky &
 Walker, LLP

Suite 2400

Street Address: 600 Peachtree Street

City: Atlanta State: GA Zip: 30308

6. Total number of applications and registrations involved: _____

23

7. Total fee (37 CFR 3.41).....\$ 590.00

- ☒ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

16-0752

DO NOT USE THIS SPACE

9. Signature.

LaShana C. Jimmar

Name of Person Signing

Signature

9/15/2004

Date

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

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

09/17/2004 N6ETACHE 00000038 1537607

01 FC:8521
02 FC:852240.00 OP
550.00 OPTRADEMARK
REEL: 003047 FRAME: 0568

Cont. of Number 1. Name of conveying party (ies):

GRANTORS:

1. **T-NETIX, INC.**, a Delaware corporation
2. **TELEQUIP LABS, INC.**, a Nevada corporation
3. **T-NETIX TELECOMMUNICATIONS SERVICES, INC.**, a Texas corporation
4. **SPEAKEZ, INC.**, a Colorado corporation
5. **T-NETIX MONITORING CORPORATION**, a Colorado corporation
6. **EVERCOM HOLDINGS, INC.**, a Delaware corporation
7. **EVERCOM, INC.**, a Delaware corporation
8. **EVERCOM SYSTEMS, INC.**, a Delaware corporation
10. **FORTUNELINX, INC.**, a Delaware corporation
11. **EVERCONNECT, INC.**, a Delaware corporation

TRADEMARK SECURITY AGREEMENT 1**Trademark Registrations/Applications****T-Netix, Inc. and Subsidiaries, Inc.:**

<u>Grantor</u>	<u>Country</u>	<u>Type</u>	<u>Mark</u>	<u>Application/ Registration No.</u>	<u>App/Reg Date</u>
T-NETIX	USA	SM	COGENT (Class 36)	1,537,607	5/2/89
T-NETIX	USA	SM	PIN-LOCK	2,194,830	10/13/98
T-NETIX JMS	USA	SM	Lock&Track Online		Pending
T-NETIX	USA	TM	COGENT & Design (Class 9)	1,783,893	7/27/93
T-NETIX	USA	TM	COGENT (Class 9)	1,810,510	12/14/93
T-NETIX Monitoring	USA	TM	CONTAIN	2,176,736	7/28/98
T-NETIX	USA	TM	TEL-BASE	2,268,058	8/10/99
T-NETIX	USA	TM	Digital ComBridge	?	Pending
T-NETIX	USA	TM	STRIKE-THREE!	74/490,873	2/17/94 (Pending)
T-NETIX	USA	TM	SECUREVOICE	78/293406	Pending
T-NETIX	USA	TM	VoicEntry		Pending
T-NETIX JMS	USA	TM	Lock&Track		Pending
T-NETIX	USA	TM/SM	T-NETIX	2,251,603	6/8/99

Evercom Holdings, Inc. and Subsidiaries:

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Application/ Registration No.</u>	<u>App/Reg Date</u>
Evercom Systems, Inc.	USA	EVERCOM SYSTEMS K001D1-10211918	75/982,163 2,698,196	7/27/1998 3/18/2003
Evercom Systems, Inc.	USA	SMARTCONNECT K002US-10207748	76/163,962 2,664,188	11/13/2000 12/17/2002
Evercom Systems, Inc.	USA	EVERCOM K007US-10210197	75/503,453 2,789,027	6/16/1998 12/2/2003
Evercom Systems, Inc.	USA	EVERCOM SYSTEMS K011US-10211924	75/526,392 2,520,541	7/27/1998 12/18/2001
Evercom Systems, Inc.	USA	EVERCOM SYSTEMS K012US-10211925	75/526,393 2,585,670	7/27/1998 06/25/2002
Evercom Systems, Inc.	USA	EVERCOM SYSTEMS K013US-10211926	75/530,595 2,585,672	8/04/1998 6/25/2002
Evercom Systems, Inc.	USA	MISCELLANEOUS DESIGN K014US-10300176	76/491,487	2/20/2003
Evercom Systems, Inc.	USA	ELECTRONICDRAGNET K024US-10311996	78/354,063	1/20/2004
Evercom Systems, Inc.	USA	EVERCOM – ITU K044US-10312006	76/594,043	5/26/2004
Evercom Systems, Inc.	USA	EVERCOM – USE K045US-10312007	76/594,042	5/26/2004
Evercom Systems, Inc.	USA	MISCELLANEOUS DESIGN – ITU K042US-10312002		U.S. application will be filed in the near future
Evercom Systems, Inc.	USA	MISCELLANEOUS DESIGN – USE K043US-10312004		U.S. application will be filed in the near future
Evercom Systems, Inc.	USA	EVERREACH K017US-10311994		Proposed mark under consideration for U.S. intent-to- use application
Evercom Systems, Inc.	USA	EVERCONNECT K047XX1		Mark under consideration for U.S. use-based or intent-to-use application

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Application/ Registration No.</u>	<u>App/Reg Date</u>
Evercom Systems, Inc.	USA	IBNA K018US-10311995		Proposed mark under consideration for U.S. intent-to-use application
Evercom Systems, Inc.	USA	ICBS K048XX1		Mark under consideration for U.S. use-based application
Evercom Systems, Inc.	USA	IT-JAIL K028US-10311997		Proposed mark under consideration for U.S. intent-to-use application

Proposed Trademarks

Marks Proposed And Screening Search Conducted – Will be Used with “TM”

SECURE RELEASE K022XX1	FACILITY MANAGER K032XX1	3-WAY CONNECT K035XX1	IT-A K040XX1
COVERT INVESTIGATOR K028XX1	INTELLIGENT TRANSACT K033XX1	INTELLIGENT TECHNOLOGIES ARCHITECTURE K039XX1	
SECURE BOOKING K030XX1	COM-PLUS K034XX1		

Marks Proposed and Screening Search Conducted – Will Be Used Without “TM” or Other Claim Of Trademark Rights

CALL MANAGER K036XX1	CONNECTION PLUS K037XX1
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Trade Names

Evercom Systems, Inc. uses the following DBAs:

- Correction Billing Services
- CBS

Trademark Licenses

T-Netix, Inc. and Subsidiaries:

None.

Evercom Holdings, Inc. and Subsidiaries:

None.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 9th day of September, 2004, among the Grantors listed on the signature pages hereof (the "Grantors"), and ING CAPITAL LLC, in its capacity as administrative agent for the Lender Group (as defined in the Credit Agreement described below) (the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of September 9, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Securus Technologies, Inc., a Delaware corporation, as borrower (the "Borrower"), the Subsidiaries (as defined in the Credit Agreement) of the Borrower party thereto as guarantors, the financial institutions party thereto as lenders (the "Lenders"), ING Capital LLC, as issuing lender (the "Issuing Lender"), and the Administrative Agent, the Administrative Agent, the Issuing Bank and the Lenders are willing to make the Commitments (as defined in the Credit Agreement) available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to the Administrative Agent, for the benefit of the Lender Group, that certain Security Agreement dated as of September 9, 2004 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the benefit of the Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants to the Administrative Agent, for the benefit of the Lender Group, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantors shall give prompt notice in writing to the Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantors' obligations under this Section 4, the Grantors hereby authorize the Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

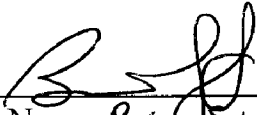
5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

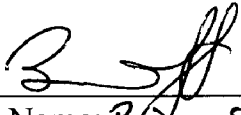
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:


SECURUS TECHNOLOGIES, INC., a Delaware corporation

By: 
Name: Brian Schwartz
Title: Vice President

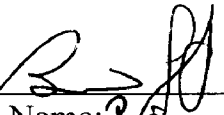
T-NETIX, INC., a Delaware corporation

By: 
Name: Brian Schwartz
Title: Vice President

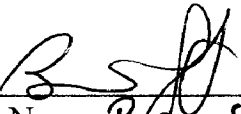
TELEQUIP LABS, INC., a Nevada corporation

By: 
Name: Brian Schwartz
Title: Vice President


T-NETIX TELECOMMUNICATIONS SERVICES, INC., a Texas corporation

By: 
Name: Brian Schwartz
Title: Vice President

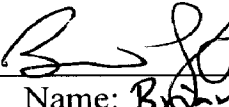
SPEAKEZ, INC., a Colorado corporation

By: 
Name: Brian Schwartz
Title: Vice President

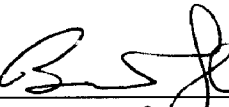
T-NETIX MONITORING CORPORATION, a
Colorado corporation

By: 
Name: Brian Schwartz
Title: Vice President

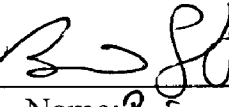
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corporation

By: 
Name: Brian Schwartz
Title: Vice President

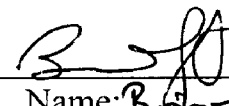
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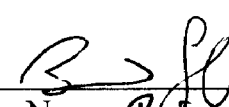
EVERCOM SYSTEMS, INC., a Delaware
corporation

By: 
Name: Brian Schwartz
Title: Vice President

FORTUNELINX, INC., a Delaware corporation

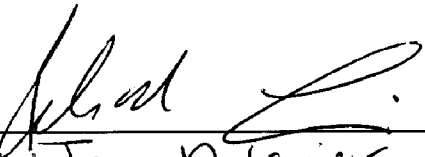
By: 
Name: Brian Schwartz
Title: Vice President

EVERCONNECT, INC., a Delaware corporation

By: 
Name: Brian Schwartz
Title: Vice President

**ACCEPTED AND ACKNOWLEDGED
BY:**

ING CAPITAL LLC, as the Administrative
Agent

By: 
Name: Jean N. Lanier
Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

T-Netix, Inc. and Subsidiaries, Inc.:

<u>Grantor</u>	<u>Country</u>	<u>Type</u>	<u>Mark</u>	<u>Application/ Registration No.</u>	<u>App/Reg Date</u>
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T-NETIX	USA	SM	PIN-LOCK	2,194,830	10/13/98
T-NETIX JMS	USA	SM	Lock&Track Online		Pending
T-NETIX	USA	TM	COGENT & Design (Class 9)	1,783,893	7/27/93
T-NETIX	USA	TM	COGENT (Class 9)	1,810,510	12/14/93
T-NETIX Monitoring	USA	TM	CONTAIN	2,176,736	7/28/98
T-NETIX	USA	TM	TEL-BASE	2,268,058	8/10/99
T-NETIX	USA	TM	Digital ComBridge	?	Pending
T-NETIX	USA	TM	STRIKE-THREE!	74/490,873	2/17/94 (Pending)
T-NETIX	USA	TM	SECUREVOICE	78/293406	Pending
T-NETIX	USA	TM	VoicEntry		Pending
T-NETIX JMS	USA	TM	Lock&Track		Pending
T-NETIX	USA	TM/SM	T-NETIX	2,251,603	6/8/99

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Evercom Systems, Inc.	USA	EVERCOM K007US-10210197	75/503,453 2,789,027	6/16/1998 12/2/2003
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Evercom Systems, Inc.	USA	MISCELLANEOUS DESIGN K014US-10300176	76/491,487	2/20/2003
Evercom Systems, Inc.	USA	ELECTRONICDRAGNET K024US-10311996	78/354,063	1/20/2004
Evercom Systems, Inc.	USA	EVERCOM – ITU K044US-10312006	76/594,043	5/26/2004
Evercom Systems, Inc.	USA	EVERCOM – USE K045US-10312007	76/594,042	5/26/2004
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Evercom Systems, Inc.	USA	MISCELLANEOUS DESIGN – USE K043US-10312004		U.S. application will be filed in the near future
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Evercom Systems, Inc.	USA	EVERCONNECT K047XX1		Mark under consideration for U.S. use-based or intent-to-use application

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Marks Proposed And Screening Search Conducted – Will be Used with “TM”

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COVERT INVESTIGATOR K028XX1	INTELLIGENT TRANSACTION K033XX1	INTELLIGENT TECHNOLOGIES ARCHITECTURE K039XX1	
SECURE BOOKING K030XX1	COM-PLUS K034XX1		

Marks Proposed and Screening Search Conducted – Will Be Used Without “TM” or Other Claim Of Trademark Rights

CALL MANAGER K036XX1	CONNECTION PLUS K037XX1
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Trade Names

Evercom Systems, Inc. uses the following DBAs:

- Correction Billing Services
- CBS

Trademark Licenses

T-Netix, Inc. and Subsidiaries:

None.

Evercom Holdings, Inc. and Subsidiaries:

None.