

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SYSCON HOLDINGS LTD.		06/29/2007	a British Columbia company: CANADA
SYSCON JUSTICE SYSTEMS CANADA LTD.		06/29/2007	a British Columbia company: CANADA
APPALOOSA ACQUISITION COMPANY LTD.		06/29/2007	a British Columbia company: CANADA

**RECEIVING PARTY DATA**

Name:	ING CAPITAL LLC, as Administrative Agent
Street Address:	1325 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Serial Number:	78679990	TAG OMS
Serial Number:	78679999	FASTCHECK KIOSK

**CORRESPONDENCE DATA**

Fax Number: (404)815-2424  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 404-815-2231  
 Email: carolfraser@paulhastings.com  
 Correspondent Name: Carol Fraser, Corporate Paralegal  
 Address Line 1: 600 Peachtree Street NE, Suite 2400  
 Address Line 2: Paul Hastings Janofsky & Walker LLP  
 Address Line 4: Atlanta, GEORGIA 30308

CH \$65.00 78679990

NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	11/13/2007
<b>Total Attachments: 6</b> source=ING trademark agmt#page1.tif source=ING trademark agmt#page2.tif source=ING trademark agmt#page3.tif source=ING trademark agmt#page4.tif source=ING trademark agmt#page5.tif source=ING trademark agmt#page6.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 29th day of June, 2007, 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 June \_\_, 2007 (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.

**SYSCON HOLDINGS LTD.**, a British Columbia company

By: *D Reinhold*  
Name: Dennis Reinhold  
Title: Vice President

**SYSCON JUSTICE SYSTEMS CANADA LTD.**, a British Columbia company

By: *D Reinhold*  
Name: Dennis Reinhold  
Title: Vice President

**APPALOOSA ACQUISITION COMPANY LTD.**, a British Columbia company

By: *D Reinhold*  
Name: Dennis Reinhold  
Title: Vice President

**ACCEPTED AND ACKNOWLEDGED  
BY:**

ING CAPITAL LLC, as the Administrative  
Agent

By: Ed A  
Name: Edward A Casper  
Title: VP



SCHEDULE I  
TO  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations**

Trademarks registered by Syscon Justice Systems Canada Ltd.

APPLICATION NO.	TRADE MARK	CLAIMANT	COUNTRY
1265630	TAG OMS	Syscon Justice Systems Canada Ltd.	Canada
1265631	FASTCHECK KIOSK	Syscon Justice Systems Canada Ltd.	Canada
78/679990	TAG OMS	Syscon Justice Systems Canada Ltd.	USA
78/679999	FASTCHECK KIOSK	Syscon Justice Systems Canada Ltd.	USA

**Trademark Licenses**

None.