

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Securus Technologies, Inc.		04/30/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	H.I.G. Securus Agent, LLC
<b>Street Address:</b>	c/o Bayside Capital, Inc.
<b>Internal Address:</b>	1001 Brickell Bay Drive, 26th Floor
<b>City:</b>	Miami
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33131
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 52**

Property Type	Number	Word Mark
Registration Number:	2789027	EVERCOM
Registration Number:	2520541	EVERCOM SYSTEMS
Registration Number:	2902065	
Registration Number:	3581126	COVERT ALERT
Registration Number:	3581128	COVERT ALERT
Registration Number:	3581129	COVERT ALERT
Registration Number:	3261716	
Registration Number:	3052486	
Registration Number:	3052300	EVERCOM
Registration Number:	3506037	S-GATE
Registration Number:	3502510	S-GATE
Registration Number:	3502511	S-GATE
Registration Number:	3502512	S-GATE

**CH \$1315.00 2789027**

**900161627**

**TRADEMARK  
 REEL: 004200 FRAME: 0967**

Registration Number:	3595469	
Registration Number:	3689822	
Registration Number:	3591958	
Registration Number:	3595470	
Registration Number:	3502452	ELECTRONICDRAGNET
Registration Number:	3502453	ELECTRONICDRAGNET
Registration Number:	3344297	T-NETIX
Registration Number:	3362520	T-NETIX
Registration Number:	1537607	COGENT
Registration Number:	3012420	VERINET
Registration Number:	3071768	SECUREVOICE
Registration Number:	3169198	SECURUS
Serial Number:	77904993	CONNECTING WHAT MATTERS
Serial Number:	77969239	TEXT2CONNECT
Serial Number:	77965166	PAY NOW
Registration Number:	2698196	EVERCOM SYSTEMS
Registration Number:	2664188	SMARTCONNECT
Registration Number:	2585670	EVERCOM SYSTEMS
Registration Number:	2585672	EVERCOM SYSTEMS
Serial Number:	78354063	ELECTRONICDRAGNET
Serial Number:	76594043	EVERCOM
Serial Number:	76594042	EVERCOM
Serial Number:	77163270	
Serial Number:	77163203	
Serial Number:	77163157	
Serial Number:	77163182	
Serial Number:	77163125	
Serial Number:	76606493	
Serial Number:	77163409	COVERT ALERT
Serial Number:	77163390	COVERT ALERT
Serial Number:	77163371	COVERT ALERT
Serial Number:	77163347	COVERT ALERT
Serial Number:	77780330	SLAM PHEROMONE BAIT
Serial Number:	77162891	ELECTRONICDRAGNET
Serial Number:	77162876	ELECTRONICDRAGNET

Serial Number:	77177273	S-GATE
Serial Number:	77177257	S-GATE
Serial Number:	77177253	S-GATE
Serial Number:	77177242	S-GATE

**CORRESPONDENCE DATA**

Fax Number: (212)446-4900  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2129093078  
Email: susan.zablocki@kirkland.com  
Correspondent Name: Susan Zablocki  
Address Line 1: Kirkland & Ellis LLP  
Address Line 2: 601 Lexington Avenue  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 36052-153

NAME OF SUBMITTER: Susan Zablocki

Signature: /susan zablocki/

Date: 05/07/2010

**Total Attachments: 10**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of April 30, 2010, by Securus Technologies, Inc., a Delaware corporation ("Issuer") and each Guarantor listed on Schedule 1 hereto (collectively, the "Original Guarantors," together with Issuer, the "Pledgors"), in favor of H.I.G. Securus Agent, LLC, in its capacity as Collateral Agent pursuant to the Second Lien Note Purchase Agreement, dated as of the date hereof (in such capacity, the "Collateral Agent").

### W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Second Lien Note Purchase Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor (collectively, the "Trademark Collateral"):

- (a) Trademarks of such Pledgor listed on Schedule 2 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and Pledgors hereby acknowledge and affirm that the rights and remedies of the Trustee 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.


SECTION 4. Termination. Upon the release of the security interests granted to the Collateral Agent pursuant to Section 11.4 of the Security Agreement, upon written request of Issuer, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.


*[Signature Page Follows]*

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


**SECURUS TECHNOLOGIES, INC.**  
as Pledgor

By:   
Name: Richard A. Smith  
Title: Chief Executive Officer and President

**EVERCOM SYSTEMS, INC.,**  
as Pledgor

By:   
Name: Richard A. Smith  
Title: Chief Executive Officer and President

**T-NETIX, INC.,**  
as Pledgor

By:   
Name: Richard A. Smith  
Title: Chief Executive Officer and President

Accepted and Agreed:

**H.I.G. SECURUS AGENT, LLC**

as Collateral Agent

By: Bayside Capital, Inc.

Its: Manager

By:



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Name: Richard Siegel

Title: Vice President and General Counsel

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

ORIGINAL GUARANTORS

<b>NAME</b>	<b>ADDRESS</b>
Evercom Systems, Inc.	14651 Dallas Parkway, Suite 600 Dallas, TX 75254
T-NETIX, Inc.	14651 Dallas Parkway, Suite 600 Dallas, TX 75254
Securus Technologies, Inc.	14651 Dallas Parkway, Suite 600 Dallas, TX 75254



SCHEDULE 2  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

**UNITED STATES TRADEMARKS:**

Registrations:

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>
Evercom Systems, Inc.	EVERCOM	2,789,027
Evercom Systems, Inc	EVERCOM SYSTEMS	2,520,541
Evercom Systems, Inc	MISCELLANEOUS DESIGN (logo)	2,902,065
Evercom Systems, Inc	COVERT ALERT	3,581,126
Evercom Systems, Inc	COVERT ALERT	3,581,128
Evercom Systems, Inc	COVERT ALERT	3,581,129
Evercom Systems, Inc	MISCELLANEOUS DESIGN (logo)	3,261,716
Evercom Systems, Inc	MISCELLANEOUS DESIGN (logo)	3,052,486
Evercom Systems, Inc	EVERCOM	3,052,300
Evercom Systems, Inc	S-GATE	3,506,037
Evercom Systems, Inc	S-GATE	3,502,510
Evercom Systems, Inc	S-GATE	3,502,511
Evercom Systems, Inc	S-GATE	3,502,512
Evercom Systems, Inc	MISCELLANEOUS DESIGN (circuit board & world)	3,595,469
Evercom Systems, Inc	MISCELLANEOUS DESIGN (circuit board & world)	3,689,822
Evercom Systems, Inc	MISCELLANEOUS DESIGN (circuit board & world)	3,591,958
Evercom Systems, Inc	MISCELLANEOUS DESIGN (circuit board & world)	3,595,470
Evercom Systems,	ELECTRONICDRAGNET	3,502,452

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>
Inc		
Evercom Systems, Inc	ELECTRONICDRAGNET	3,502,453
Evercom Systems, Inc	MISCELLANEOUS DESIGN	3,595,469
T-NETIX, Inc.	T-NETIX	3,344,297
T-NETIX Inc.	T-NETIX	3,362,520
T-NETIX Inc.	COGENT	1,537,607
T-NETIX Inc.	COGENT	19,891,048,306 (Colorado state filing)
T-NETIX Inc.	VERINET	3,012,420
T-NETIX Inc.	SECUREVOICE	3,071,768
T-NETIX Inc.	MISCELLANEOUS DESIGN	19,891,048,307 (Colorado state filing)
Securus Technologies, Inc.	SECURUS	3,169,198
Securus Technologies, Inc	CONNECTING WHAT MATTERS	77,904,993
Securus Technologies, Inc	TEXT2CONNECT	77,969,239
Securus Technologies, Inc	PAY NOW	77,965,166

**FOREIGN TRADEMARKS:**

Applications:

<b>Owner</b>	<b>Mark</b>	<b>Application Number</b>
Securus Technologies, Inc.	SECURUS LOGO	TMA 1,237,498
Securus Technologies, Inc.	SECURUS	TMA 745,858

Registration:

<b>Owner</b>	<b>Mark</b>	<b>Application Number</b>
Securus Technologies, Inc	ELECTRONICDRAGNET	1,368,599

Evercom Holdings, Inc. and subsidiaries Trademarks:

<b>Owner</b>	<b>Country</b>	<b>Mark</b>	<b>Application/Registration No.</b>	<b>App/Reg Date</b>
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<b>Owner</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
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	ELECTRONICDRAGN ET 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
Evercom Systems, Inc.	USA	IBNA K018US-10311995		Proposed mark under consideration for U.S. intent-to-use application

<b>Owner</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
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
Evercom Systems, Inc.	USA	(2) DESIGN ONLY	3,261,716	7/10/07
Evercom Systems, Inc.	USA	(2) DESIGN ONLY	3,052,486	1/01/06
Evercom Systems, Inc.	USA	Miscellaneous Design (Circuit Board and World)	77/163270	04/23/07
Evercom Systems, Inc.	USA	Miscellaneous Design (Circuit Board and World)	77/163203	04/23/07
Evercom Systems, Inc.	USA	Miscellaneous Design (Circuit Board and World)	77/163157	04/23/07
Evercom Systems, Inc.	USA	Miscellaneous Design (Circuit Board and World)	77/163182	04/23/07
Evercom Systems, Inc.	USA	Miscellaneous Design (Circuit Board and World)	77/163125	04/23/07
Evercom Systems, Inc.	USA	Miscellaneous Design (Logo)	76/606493	08/11/04
Evercom Systems, Inc.	USA	Covert Alert	77/163409	04/23/07
Evercom Systems, Inc.	USA	Covert Alert	77/163390	04/23/07
Evercom Systems, Inc.	USA	Covert Alert	77/163371	04/23/07
Evercom Systems, Inc.	USA	Covert Alert	77/163347	04/23/07
Evercom Systems, Inc.	USA	Electronic Dragnet	77/780330	12/23/05
Evercom Systems, Inc.	USA	Electronic Dragnet	77/162891	04/23/07
Evercom Systems, Inc.	USA	Electronic Dragnet	77/162876	04/23/07
Evercom Systems, Inc.	USA	S-GATE	77/177273	05/10/07
Evercom Systems, Inc.	USA	S-GATE	77/177257	05/10/07

<u>Owner</u>	<u>Country</u>	<u>Mark</u>	<u>Application/ Registration No.</u>	<u>App/Reg Date</u>
Evercom Systems, Inc.	USA	S-GATE	77/177253	05/10/07
Evercom Systems, Inc.	USA	S-GATE	77/177242	10/23/07
Evercom Systems, Inc.	Canada	Electronic Dragnet	1368599	10/23/07