

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Digital Solutions, Inc.		06/16/2010	CORPORATION: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
Name:	DSI-ITI, LLC		
Street Address:	107 St. Francis Street, 33rd Floor		
City:	Mobile		
State/Country:	ALABAMA		
Postal Code:	36602		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	3077760	POWERED BY: EVOLUTION	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(202)719-7049		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-719-7179		
Email:	jsalley@wileyrein.com		
Correspondent Name:	Jerita L. DeBraux Salley, Esq.		
Address Line 1:	c/o Wiley Rein LLP, 1776 K Street NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
ATTORNEY DOCKET NUMBER:	778560017		
NAME OF SUBMITTER:	Jerita L. DeBraux Salley		
Signature:	/Jerita L. DeBraux Salley/		
Date:	06/16/2010		

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**Total Attachments: 15**

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INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (the "Assignment") is dated as of June 16, 2010 (the "Effective Date") among ITI Inmate Telephone, Inc., a Pennsylvania corporation, Digital Solutions, Inc., a Pennsylvania corporation, Forensic Intelligence Detection Organization LLC, a Pennsylvania limited liability company, and Offender Management Services, LLC, a Pennsylvania limited liability company (collectively, the "Assignors"), and DSI-ITI, LLC, a Delaware limited liability company ("Assignee").

**WHEREAS**, Assignors, Inmate Financial Solutions LLC, Anthony R. Bambocci, James C. Faith, Deborah Faith, Assignee, and Global Tel\*Link Corporation are parties to that certain Asset Purchase Agreement and Plan of Asset Transfer, dated as of March 16, 2010, as amended by Amendment No. 1 to the Asset Purchase Agreement and Plan of Asset Transfer, dated as of June 16, 2010 (as so amended, the "Purchase Agreement");

**WHEREAS**, Assignors collectively own the Sellers Owned Intellectual Property (as defined in the Purchase Agreement), including, but not limited to, the patents listed on Schedule A attached hereto, the trademarks listed on Schedule B attached hereto, the copyrights listed on Schedule C attached hereto, and the domain names listed on Schedule D attached hereto; and

**WHEREAS**, Assignors desire to assign all rights, title and interest in and to the Sellers Owned Intellectual Property to Assignee and Assignee desires to acquire all such rights, title and interest.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee agree as follows:

1. Assignors hereby assign, sell and transfer unto Assignee, its successors and assigns, all of its rights, title and interest throughout the world in perpetuity, including common law rights, in and to the Sellers Owned Intellectual Property, together with the goodwill associated therewith, and the right to sue and recover for all past, present and future infringements and other violations of the Sellers Owned Intellectual Property, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignors had this assignment not been made. Assignors hereby covenant and agree to provide any further necessary documentation and do all further acts reasonably requested by Assignee in this regard to confirm and perfect title in and to the Sellers Owned Intellectual Property in Assignee, its successors, assign or other legal representatives.

2. Each of the parties agrees to take or cause to be taken such further action, to execute, deliver and file or cause to be executed, delivered and filed such further documents and instruments, and to obtain such consents, as may be necessary or as may be reasonably requested in order to effectuate fully the purposes, terms and conditions set forth hereto.

3. This Assignment may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. By an instrument in writing, Assignors, on the one

hand, or Assignee, on the other, may waive compliance by the other party or parties with any term or provision of this Assignment that such other party or parties was or is obligated to comply with or perform.

4. This Assignment shall be governed by and enforced in accordance with the laws of the State of New York without regard to its provisions concerning conflict of laws.

5. This Assignment may be executed in any number of counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart to this Assignment by facsimile or other electronic means (e.g., electronic mail or PDF) shall be effective as delivery of a manually executed counterpart to this Assignment. This Assignment is made pursuant to (and does not modify) the Purchase Agreement, which contains certain representations, warranties and covenants regarding the Sellers Owned Intellectual Property.

[SIGNATURE PAGE FOLLOWS]


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SIGNATURE PAGE TO  
INTELLECTUAL PROPERTY ASSIGNMENT

**IN WITNESS WHEREOF**, Assignors and Assignee have executed this Assignment as of the Effective Date.

**ASSIGNORS:**


**ITI INMATE TELEPHONE, INC.**

By:   
Name: ANTHONY BOMBACE  
Title: PRESIDENT

County of Blair )  
State of Pennsylvania )

On this 14 day of June, 2010, before me, a Notary Public in and for the County and State aforesaid, personally appeared Anthony Bombace the President of ITI Inmate Telephone, Inc., a Pennsylvania corporation (the "Corporation"), who is personally known to me, and who signed and sealed the foregoing instrument on behalf of the Corporation, and acknowledged the same to be the free act and deed of the Corporation.

(Seal)

  
Notary Public: Linda L. Snyder

My Commission Expires: 11/16/2013

**COMMONWEALTH OF PENNSYLVANIA**  
Notarial Seal  
Linda L. Snyder, Notary Public  
City of Altoona, Blair County  
My Commission Expires Nov. 16, 2013  
Member, Pennsylvania Association of Notaries

DIGITAL SOLUTIONS, INC.

By: [Signature]  
Name: ANTHONY BAMBACCI  
Title: PRESIDENT

County of Blair )  
State of Pennsylvania )

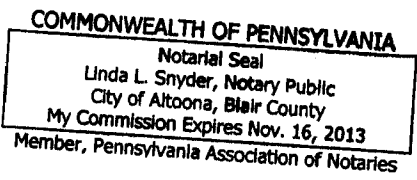
On this 14 day of June, 2010, before me, a Notary Public in and for the County and State aforesaid, personally appeared Anthony Bambacci, the President of Digital Solutions, Inc., a Pennsylvania corporation (the "Corporation"), who is personally known to me, and who signed and sealed the foregoing instrument on behalf of the Corporation, and acknowledged the same to be the free act and deed of the Corporation.

(Seal)

[Signature]

Notary Public: Linda L. Snyder

My Commission Expires: 11/16/2013



INMATE FINANCIAL SOLUTIONS LLC

By: [Signature]  
Name: ANTHONY BAMBACCI  
Title: MEMBER

County of Blair )  
State of Pennsylvania )

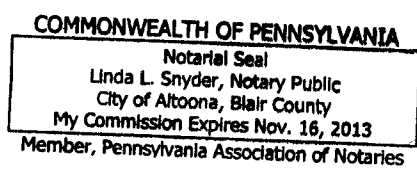
On this 14 day of June, 2010, before me, a Notary Public in and for the County and State aforesaid, personally appeared Anthony Bambacci, the Member of Inmate Financial Solutions LLC, a Pennsylvania limited liability company (the "Company"), who is personally known to me, and who signed and sealed the foregoing instrument on behalf of the Company, and acknowledged the same to be the free act and deed of the Company.

(Seal)

[Signature]

Notary Public: Linda L. Snyder

My Commission Expires: 11/16/2013



**FORENSIC INTELLIGENCE  
DETECTION ORGANIZATION LLC**

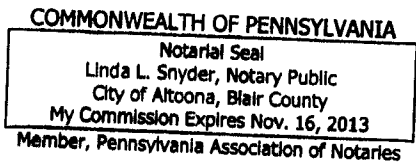
By: [Signature]  
Name: ANTHONY BAMBACCI  
Title: MEMBER

County of Blair )  
State of Pennsylvania )

On this 14 day of June, 2010, before me, a Notary Public in and for the County and State aforesaid, personally appeared Anthony Bambacci, the member of Forensic Intelligence Detection Organization LLC, a Pennsylvania limited liability company (the "Company"), who is personally known to me, and who signed and sealed the foregoing instrument on behalf of the Company, and acknowledged the same to be the free act and deed of the Company.

(Seal)

[Signature]  
Notary Public: Linda L. Snyder  
My Commission Expires: 11/16/2013



**OFFENDER MANAGEMENT  
SERVICES, LLC**

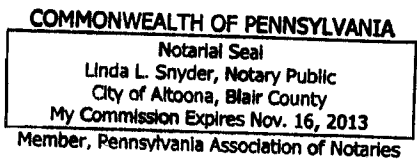
By: [Signature]  
Name: ANTHONY BAMBACCI  
Title: MEMBER

County of Blair )  
State of Pennsylvania )

On this 14 day of June, 2010, before me, a Notary Public in and for the County and State aforesaid, personally appeared Anthony Bambacci, the President of Offender Management Services, LLC, a Pennsylvania limited liability company (the "Company"), who is personally known to me, and who signed and sealed the foregoing instrument on behalf of the Company, and acknowledged the same to be the free act and deed of the Company.

(Seal)

[Signature]  
Notary Public: Linda L. Snyder  
My Commission Expires: 11/16/2013



ASSIGNEE:

DSI-ITI, LLC

By: Brian D. Oliver  
Brian D. Oliver  
Chief Executive Officer

County of Fairfax  
State of Virginia

On this 11<sup>th</sup> day of June, 2010, before me, a Notary Public in and for the County and State aforesaid, personally appeared Brian D. Oliver, the Chief Executive Officer of DSI-ITI, LLC, a Delaware limited liability company (the "Company"), who is personally known to me, and who signed and sealed the foregoing instrument on behalf of the Company, and acknowledged the same to be the free act and deed of the Company.

(Seal)

**THERESE ANN EASLEY  
NOTARY PUBLIC  
COMMONWEALTH OF VIRGINIA  
NOTARY REGISTRATION NUMBER: 7172688  
MY COMMISSION EXPIRES OCTOBER 31, 2012**

[Signature]  
Notary Public: Therese A. Easley  
My Commission Expires: 10/31/2012



**Schedule A**

**ITI INMATE TELEPHONE, INC. PATENTS**

<b>Patent Application Number or Patent Number</b>	<b>Filing Date</b>	<b>Issuance Date</b>	<b>Title</b>
60/331,258	November 13, 2001	Expired Provisional	3-Way Call Detection System and Method
Patent No. 6,895,086	November 12, 2002	May 17, 2005	3-Way Call Detection System and Method
Patent No. 7,123,704	January 14, 2005	October 17, 2006	3-Way Call Detection System
Patent No. 7,664,243	October 12, 2006	February 16, 2010	3-Way Call Detection System and Method
60/492,288	August 5, 2003	Expired Provisional	Three-Way Call Detection Using Steganography
Patent No. 7,248,685	August 4, 2004	July 24, 2007	Three-Way Call Detection Using Steganography
11/878,370	July 24, 2007	Pending	Three-Way Call Detection Using Steganography
PCT/US04/25029	August 4, 2004	Expired Patent Cooperation Treaty International Application	Three-Way Call Detection Using Steganography
AU2004303075	August 4, 2004	Issued October 8, 2009	Three-Way Call Detection Using Steganography
CA2534767	August 4, 2004	Pending	Three-Way Call Detection Using Steganography
EP1661371	August 4, 2004	Pending	Three-Way Call Detection Using Steganography
11/819,834	June 29, 2007	Pending	System and Method For Visitation Management in a Controlled-Access Environment
11/852,642	September 10, 2007	Pending	System and Method for the Automatic Distribution of Inmate Phone Recordings
11/861,824	September 26, 2007	Pending	System and Method For Controlling Free Phone Calls Through An Institutional Phone System
11/939,853	November 14, 2007	Pending	Establishment of Payment Accounts Prior to Installation or Activation of an Institutional Phone System

**Schedule A**

**FORENSIC INTELLIGENCE DETECTION ORGANIZATION LLC PATENTS**

<b>Patent Application Number or Patent Number</b>	<b>Filing Date</b>	<b>Issuance Date</b>	<b>Title</b>
60/901,342	February 15, 2007	Expired Provisional	System and Method for Multi-Modal Audio Mining of Telephone Calls
12/032,200	February 15, 2008	Pending	System and Method For Multi-Modal Audio Mining of Telephone Conversations
11/706,431	February 15, 2007	Pending	System and Method for Three-Way Call Detection

**Schedule B**

**ITI INMATE TELEPHONE, INC. TRADEMARKS**

<b>Trademark Serial Number or Registration Number</b>	<b>Filing Date</b>	<b>Registration Date</b>	<b>Mark</b>
Ser. No. 77741264	May 20, 2009	Pending	Trademark: PREA
Reg. No. 3770529	July 28, 2009	April 6, 2010	Service Mark: OFFENDERCONNECT
Ser. No. 77501410	June 18, 2008	Pending	Trademark: EZ DEPOSIT KIOSK

**Schedule B**

**DIGITAL SOLUTIONS, INC. TRADEMARK**

<b>Trademark Registration Number</b>	<b>Filing Date</b>	<b>Registration Date</b>	<b>Mark</b>
Reg. No. 3077760	September 23, 2004	April 4, 2006	Powered By: Evolution

**Schedule B**

**FORENSIC INTELLIGENCE DETECTION ORGANIZATION LLC TRADEMARKS**

<b>Trademark Serial Number or Registration Number</b>	<b>Filing Date</b>	<b>Registration Date</b>	<b>Mark</b>
Reg. No. 3664643	April 24, 2008	August 4, 2009	Trademark: MAP IQ
Reg. No. 3596362	April 24, 2008	March 24, 2009	Trademark: MAIL IQ
Reg. No. 3581573	April 24, 2008	February 24, 2009	Trademark: INMATE IQ
Reg. No. 3459229	April 25, 2008	July 1, 2008	Trademark: CALL IQ

**Schedule B**

**OFFENDER MANAGEMENT SERVICES, LLC TRADEMARKS**

<b>Trademark Serial Number or Registration Number</b>	<b>Filing Date</b>	<b>Registration Date</b>	<b>Mark</b>
Reg. No. 77923351	January 29, 2010	Pending	Trademark: CALL TRACK
Reg. No. 77688050	March 11, 2009	N/A	Trademark: CALL TRACK (currently registered, but replaced by Registration Number 77923351)

**Schedule C**

**ITI INMATE TELEPHONE, INC. COPYRIGHTS**

<b>No.</b>	<b>Description</b>	<b>Registration No.</b>	<b>Effective Date of Registration</b>
1.	Inmate billing and collections system : version 2.0 for Windows.	TX0005647307	2001-08-06
2.	Inmate phone control system.	TX0005317191	2001-02-02
3.	Inmate phone maintenance and monitoring system.	TX0005317190	2001-02-02

**Schedule C**

**DIGITAL SOLUTIONS, INC. COPYRIGHTS**

<b>No.</b>	<b>Description</b>	<b>Registration No.</b>	<b>Effective Date of Registration</b>
1.	Advanced commissary management system: version 1.0 for Windows.	TX0005294837	2001-02-01
2.	Funeral home management system, version 2.0.	TX0002072310	1987-05-15
3.	Hearing aid management system.	TX0002028712	1987-02-17
4.	Market survey management system.	TX0002082817	1987-05-15
5.	Nursing home management system.	TX0002067275	1987-02-18
6.	Officer training and personnel system.	TX0005233584	2001-02-02
7.	Payroll management system, version 1.0.	TX0002073735	1987-05-14
8.	Portable barcode library.	TX0005233587	2001-02-01
9.	Preventive maintenance management system.	TX0005233589	2001-02-01
10.	Programable imaging system : version 1.0 for Windows.	TX0005294834	2001-02-01
11.	Property and clothing exchange system : version 1.0 for Windows.	TX0005294833	2001-02-01
12.	Trakit!	TX0002015462	1987-02-17
13.	Water and sewer management system.	TX0002014833	1987-02-17
14.	Clerk of Courts management system: version 1.0 for Windows.	TX0005294835	2001-02-01
15.	Criminal fines and costs collection system.	TX0005265597	2001-01-31
16.	Criminal information management system: version 1.0 for Windows.	TX0005294836	2001-02-01
17.	Juvenile detention management system : version 1.0 for Windows.	TX0005294831	2001-02-01
18.	Probation management system : version 1.0.	TX0005294830	2001-02-01
19.	Sheriff's sale management system : version 1.0 for Windows.	TX0005294832	2001-02-01



**Schedule D**

**DIGITAL SOLUTIONS, INC. DOMAIN NAMES**

- call-track.net
- dsicdi.com
- dsicdiiti.com
- dsiiiti.com
- inmatebanker.com
- inmatetelephone.com
- offenderconnect.com
- portal-dsiiti.com