

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Zoombak, LLC		02/18/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Securus Acquisition Sub, Inc.
Street Address:	543 Keisler Drive
Internal Address:	Suite 104
City:	Cary
State/Country:	NORTH CAROLINA
Postal Code:	27602
Entity Type:	CORPORATION: NORTH CAROLINA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	77324984	A-GPS
Serial Number:	85046050	CONNECTID
Serial Number:	77907536	WE WON'T ADVERTISE YOUR LOCATION.
Serial Number:	77734488	ZERO-IN
Serial Number:	77706016	ZOOM IN, GET BAK
Serial Number:	77131556	ZOOMBAK
Serial Number:	77575411	ZOOMBAK GPS RECOVERY

CORRESPONDENCE DATA

Fax Number: (919)821-6800
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 919-821-6734
 Email: bfricks@smithlaw.com
 Correspondent Name: Blake Simpson Fricks

OP \$190.00 77324984

Address Line 1: PO Box 2611
Address Line 4: Raleigh, NORTH CAROLINA 27602

NAME OF SUBMITTER:	Blake Simpson Fricks
Signature:	/Blake Simpson Fricks/
Date:	02/23/2011

Total Attachments: 5

source=Securus - Assignment of Servicemarks and Trademarks (Executed)#page1.tif
source=Securus - Assignment of Servicemarks and Trademarks (Executed)#page2.tif
source=Securus - Assignment of Servicemarks and Trademarks (Executed)#page3.tif
source=Securus - Assignment of Servicemarks and Trademarks (Executed)#page4.tif
source=Securus - Assignment of Servicemarks and Trademarks (Executed)#page5.tif

Assignment of Servicemarks and Trademarks

THIS ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS is made as of this 18 day of February, 2011, by Zoombak, LLC, a Delaware limited liability company with its principal place of business at 1000 Chesterbrook Boulevard, Berwyn, PA 19312 ("Assignor"), to Securus Acquisition Sub, Inc., a North Carolina corporation with its principal place of business at 543 Keisler Drive, Suite 104, Cary, North Carolina 27518 ("Assignee").

RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of February 18, 2011 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Purchase Agreement), including, without limitation, the servicemarks, trademarks and trade names of Assignor. Pursuant to the Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Purchase Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Marks, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

[signature page follows]

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

ZOOMBAK, LLC,
a Delaware limited liability company

By: Craig M. Wagg
Name: Craig M. Wagg
Title: EVP

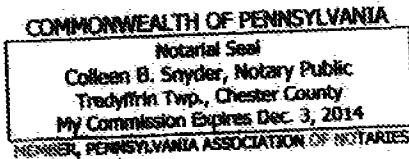
[SEAL]

State of Pennsylvania)
County of Chester) ss.:

On this 10th day of February, 2011, before me, Colleen B. Snyder, personally appeared Craig M. Wagg EVP of Zoombak, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Witness my hand and official seal.

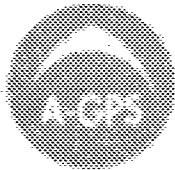

Colleen B. Snyder
Notary Public



[Signature Page to Assignment of Servicemarks and Trademarks]

SCHEDULE A

<u>Mark</u>	<u>Filing Date</u>	<u>Country</u>	<u>Registration/Serial Nos.</u>	<u>Status</u>
 Disclaims: A-GPS	11/8/2007	USA	SN: 77324984 RN: 3689968	REGISTERED 9/29/2009
CONNECTID	5/24/2010	USA	SN: 85046050	PENDING [Date] Notice of Allowance
WE WON'T ADVERTISE YOUR LOCATION.	1/8/2010	USA	SN: 77907536	PENDING Published 5/25/2010 7/20/2010 Notice of Allowance
ZERO-IN	5/12/2009	USA	SN: 77734488	PENDING 10/27/2009 Notice of Allowance 2 nd extension filed 10/22/2010; accepted 11/4/2010
ZOOM IN, GET BAK	4/3/2009	USA	SN: 77706016 RN: 3800737	REGISTERED 6/8/2010
ZOOMBAK	3/15/2007	USA	SN: 77131556 RN: 3673465	REGISTERED 8/25/2009
ZOOMBAK GPS RECOVERY Disclaims: GPS RECOVERY	9/22/2008	USA	SN: 77575411	REGISTERED 9/14/2010
	1/11/2008	Canada	App. No. 1378838	PENDING 7/31/2009 Notice of Allowance

	4/9/2008	Germany	App. No. 302008023517 9 Reg. No. 302008023517 9	REGISTERED 10/7/2008
	12/13/2007	United Kingdom	App. No. 2474967 Reg. No. 2474967	REGISTERED 10/10/2008
CONNECTID	2/8/2006	European Union	App. No. 004910311 Reg. No. 004910311	REGISTERED 3/26/2007
CONNECTID	12/30/2005	United Kingdom	App. No. 2410196 Reg. No. 2410196	REGISTERED 11/17/2006
PUTTING SAFETY ON THE MAP	1/11/2008	Canada	App. No. 1378839	PENDING 3/27/2009 Notice of Allowance
PUTTING SAFETY ON THE MAP	1/11/2008	Germany	App. No. 30 2008 001 819.4/38 Reg. No. 30 2008 001 819.4/38	REGISTERED 1/11/2008
ZOOMBAK	3/30/2007	Canada	App. No. 1341633	PENDING Notice of Allowance issued 1/4/2008
ZOOMBAK GPS RECOVERY	9/22/2008	Canada	App. No. 1411582	PENDING 10/16/2009 Notice of Allowance
ZOOMBAK	3/16/2007	European Union	App. No. 005764741 Reg. No. 005764741	REGISTERED 2/25/2008
ZOOMBAK	3/21/2007	Mexico	App. No. 843760 Reg. No. 990215	REGISTERED 6/27/2007
ZOOMBAK	3/21/2007	Mexico	App. No. 843761 Reg. No. 989439	REGISTERED 6/25/2007
ZOOMBAK	3/21/2007	Mexico	App. No. 843762 Reg. No. 989440	REGISTERED 6/25/2007
ZOOMBAK	2/16/2007	United Kingdom	App. No. 2446930	REGISTERED 8/10/2007

		Reg. No. 2446930	
--	--	------------------	--

DB166403577.2

RECORDED: 02/23/2011

**TRADEMARK
REEL: 004485 FRAME: 0407**