

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
B.I. INCORPORATED		03/11/2011	CORPORATION: COLORADO

RECEIVING PARTY DATA

Name:	BNP PARIBAS, AS ADMINISTRATIVE AGENT
Street Address:	787 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	National Bank:

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2756906	ACCUTRAX
Registration Number:	2887948	BEHAVIORAL INTERVENTIONS
Registration Number:	2697736	BI
Registration Number:	1788412	BI PROFILE
Registration Number:	3794108	BI TAD
Registration Number:	3632090	BI TOTALACCESS
Registration Number:	2695057	BI VOICEID
Registration Number:	2695411	DRIVE-BI
Registration Number:	2935437	EXACUTRACK
Registration Number:	3535405	GROUPGUARD
Registration Number:	3203565	GROUPGUARD PLUS
Registration Number:	2407060	GUARDCENTER
Registration Number:	2574311	GUARDSERVER
Registration Number:	2513121	GUARDWARE

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Registration Number:	3269746	HOMECELL
Registration Number:	2633464	HOMEGUARD
Registration Number:	2894891	JURISMONITOR
Registration Number:	2307826	SOBRIETOR

CORRESPONDENCE DATA

Fax Number: (212)822-5054
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-530-5054
Email: wchang@milbank.com
Correspondent Name: Wayne Chang
Address Line 1: One Chase Manhattan Plaza
Address Line 4: New York, NEW YORK 10005-1413

ATTORNEY DOCKET NUMBER:	27743.14000
NAME OF SUBMITTER:	Wayne Chang
Signature:	/Wayne Chang/
Date:	03/14/2011

Total Attachments: 10
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 11, 2011 (as amended, supplemented or otherwise modified from time to time), is made by The GEO Group, Inc. (the "Borrower"), Cornell Companies, Inc. ("Cornell") and B.I. Incorporated ("BI", and together with the Borrower and Cornell, the "Grantors"), in favor of BNP Paribas, as administrative agent for the Secured Parties (in such capacity, the "Administrative Agent") (as defined in the Credit Agreement, dated as of August 4, 2010, as amended, supplemented or otherwise modified from time to time, among The GEO Group, the Lenders party thereto and the Administrative Agent (the "Credit Agreement")). All capitalized terms used and not defined herein shall have the meaning given thereto in the Credit Agreement or the applicable Security Document.

WHEREAS, the Borrower has entered the Collateral Agreement, dated as of August 4, 2010, among the Borrower, certain of its subsidiaries and the Administrative Agent (the "Collateral Agreement"), Cornell has entered the Joinder Agreement, dated as of August 12, 2010, among Cornell, certain of its subsidiaries and the Administrative Agent (the "Cornell Joinder"), and BI has entered the Joinder Agreement, dated as of February 10, 2011, among BI, its parent companies and the Administrative Agent (the "BI Joinder", together with Collateral Agreement and the Cornell Joinder, "Collateral Documents"). Pursuant to the Collateral Documents, the Grantors have granted to the Administrative Agent, for the ratable benefit of itself and the other Secured Parties, a continuing security interest in and all of such Grantors rights in the Collateral, including Patent and Patent Licenses, Copyrights and Copyright Licenses, Trademarks and Trademark Licenses, and other Intellectual Property.

WHEREAS, pursuant to the Collateral Documents, the Grantors have agreed with the Collateral Agent and the Secured Parties to execute this Intellectual Property Security Agreement;

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

1. Grant of Security Interest. Grantors hereby grant to the Administrative Agent, for the ratable benefit of itself and the other Secured Parties, to the extent provided in the Collateral Documents, a security interest and continuing lien on all of such Grantor's right, title and interest in and to the following, whether now owned or at any time hereafter acquired or arising or wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, but acceleration or otherwise) of the Grantor's Obligations:

(i) Trademarks and Trademark Licenses. (a) all trademarks, rights and interests in trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith anywhere in the world, including, without limitation, those listed on Schedule 1 hereto, (b) all reissues, extensions, continuations (in whole or in part) and renewals of any of the foregoing, (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (d) the right to sue for past, present and future infringements of any of the foregoing (e) all rights corresponding to any of the foregoing throughout the world, and (f) any agreement now or hereafter in existence, whether written or oral, providing for the grant by or to any

Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 1.

(ii) Patents and Patent Licenses. (a) all patents, rights and interests in patents, patentable inventions and patent applications anywhere in the world, including, without limitation, those listed on Schedule 2 hereto, (b) all reissues, extensions, continuations (in whole or in part) and renewals of any of the foregoing, (c) all income, royalties, damages or payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (d) the right to sue for past, present and future infringements of any of the foregoing, (e) all rights corresponding to any of the foregoing throughout the world, and (f) all agreements now or hereafter in existence, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in Schedule 2 hereto.

(iii) Copyrights and Copyright Licenses. (a) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations and copyright applications anywhere in the world, including, without limitation, those listed on Schedule 3 hereto, (b) all reissues, extensions, continuations (in whole or in part) and renewals of any of the foregoing, (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (d) the right to sue for past, present and future infringements of any of the foregoing, (e) all rights corresponding to any of the foregoing throughout the world, and (f) any written agreement naming any Grantor as licensor or licensee, including, without limitation, those listed in Schedule 3 hereto, granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright.

2. Recordation. Grantors authorize and request that the Commissioner of Patents and Trademarks, the Register of Copyrights and any other applicable government officer record this Intellectual Property Security Agreement.

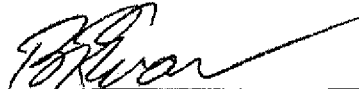
3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy or by electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

4. Governing Law. This Intellectual Property Security Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York (including Section 5-1401 and Section 5-1402 of the General Obligations Law of the State of New York), without regard to the conflicts of law provisions of such state.

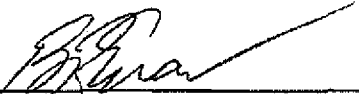
5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Collateral Documents. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Documents, all terms and provisions of which are incorporated herein in their entirety by this reference hereto. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Collateral Documents, the provisions of the Collateral Documents or the Credit Agreement shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

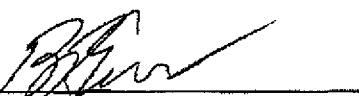
THE GEO GROUP, INC.

By: 
Name: **BRIAN R. EVANS**
Title: **Sr. VP & CFO**
The GEO Group, Inc.

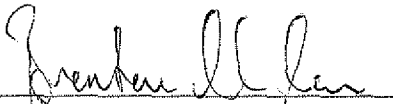
CORNELL COMPANIES, INC.

By: 
Name: **Brian R Evans**
Title: **VP and CFO**

B.I. INCORPORATED

By: 
Name: **Brian R. Evans**
Title: **VP - Finance**

BNP PARIBAS,
as Administrative Agent

By: 
Name:
Title: **BRENDAN HENEGHAN**
Vice President

By: 
Name:
Title: **SCOTT TRICARICO**
Vice President

U.S. TRADEMARKS

<u>Mark</u>	<u>Country</u>	<u>Status</u>	<u>ADD No</u>	<u>ADD Date</u>	<u>Reg No</u>	<u>Reg Date</u>	<u>Next Major Action</u>	<u>Due Date</u>	<u>Grace Period</u>	<u>Owner Name</u>
ACCUTRAX	United States	Registered	76/243,395	4/19/2001	2,756,906	8/26/2003	Section 8 & 9 Affidavit/Renewal	8/26/2013	2/26/2014	BI Incorporated
BEHAVIORAL INTERVENTIONS	United States	Registered	76/523,691	6/19/2003	2,887,948	9/21/2004	Section 8 Affidavit Due	9/21/2010	3/21/2011	BI Incorporated
BI & Design	United States	Registered	76/417,258	6/3/2002	2,697,736	3/18/2003	Section 8 & 9 Affidavit/Renewal	3/18/2013	9/18/2013	BI Incorporated
BI PROFILE	United States	Registered	74/333,345	11/23/1992	1,788,412	8/17/1993	Section 8 & 9 Affidavit/Renewal	8/17/2013	2/17/2014	BI Incorporated
BI TAD	United States	Registered	77/594,919	10/17/2008	3,794,108	5/25/2010	Section 8 & 15 Affidavit Due	5/25/2016	11/25/2016	BI Inc.
BI TOTALACCESS	United States	Registered	77/221,719	7/3/2007	3,632,090	6/2/2009	Section 8 & 15 Affidavit Due	6/2/2015	12/2/2015	BI Incorporated
BI VOICEID	United States	Registered	76/345,976	12/6/2001	2,695,057	3/11/2003	Section 8 & 9 Affidavit/Renewal	3/11/2013	9/11/2013	BI Incorporated
DRIVE-BI	United States	Registered	76/399,311	4/24/2002	2,695,411	3/11/2003	Section 8 & 9 Affidavit/Renewal	3/11/2013	9/11/2013	BI Incorporated
EXACUTRACK	United States	Registered	76/515,606	5/20/2003	2,935,437	3/22/2005	Section 8 & 9 Affidavit/Renewal	3/22/2015	9/22/2015	BI Incorporated
GEO GROUP, INC.	United States	Registered	78/293,166	8/27/2003	3,139,781	9/5/2006	Section 8 Affidavit Due	9/5/2012	3/5/2013	Geo Group, Inc.
THE GEO GROUP, INC.	United States	Registered	78/307,754	9/30/2003	3,276,095	8/7/2007	Section 8 Affidavit Due	8/7/2013	2/7/2014	Geo Group, Inc.
GROUPGUARD	United States	Registered	78/683,487	8/2/2005	3,535,405	11/18/2008	Section 8 & 15 Affidavit Due	11/18/2014	5/18/2015	BI Incorporated
GROUPGUARD PLUS	United States	Registered	78/683,491	8/2/2005	3,203,565	1/30/2007	Section 8 & 15 Affidavit Due	1/30/2013	7/30/2013	BI Incorporated
GUARDCENTER	United States	Registered	75/594,440	11/24/1998	2,407,060	11/21/2000	Section 8 & 9 Affidavit/Renewal	11/21/2020	5/21/2021	BI Incorporated
GUARDSERVER	United States	Registered	75/911,565	2/7/2000	2,574,311	5/28/2002	Section 8 & 9 Affidavit/Renewal	5/28/2012	11/28/2012	BI Incorporated
GUARDWARE	United States	Registered	75/660,401	3/15/1999	2,513,121	11/27/2001	Section 8 & 9 Affidavit/Renewal	11/27/2011	5/27/2012	BI Incorporated
HOMECELL	United States	Registered	78/683,472	8/2/2005	3,269,746	7/24/2007	Section 8 & 15 Affidavit Due	7/24/2013	1/24/2014	BI Incorporated
HOMEGUARD	United States	Registered	75/912,760	2/8/2000	2,633,464	10/8/2002	Section 8 & 9 Affidavit/Renewal	10/8/2012	4/8/2013	BI Incorporated

JURISMONITOR	United States	Registered	76/552,995	10/21/2003	2,894,891	10/19/2004	Section 8 Affidavit Due	10/19/2010	4/21/2011	BI Incorporated
SHIFTPOINT	United States	Unfiled								BI Incorporated
SOBRIETOR	United States	Registered	75/388,252	11/12/1997	2,307,826	1/11/2000	Section 8 & 9 Affidavit/Renewal	1/11/2020	7/11/2020	BI Incorporated
XCHANGE	United States	Unfiled								BI Incorporated

U.S. PATENTS

PATENTS

	<u>Title</u>	<u>Owner</u>	<u>Country</u>	<u>Status</u>	<u>Serial #</u>	<u>Patent #</u>
1	ADAPTABLE PERSONNEL SUPERVISORY SYSTEM WITH AUTOMATIC FEE COLLECTION	B.I. Incorporated	USA	Issued	08/025,230	5,369,699
2	AUTHENTICATION TECHNIQUES IN A MONITORING SYSTEM	B.I. Incorporated	USA	Issued	09/412,488	6,844,816
3	CELLULAR INTERFACE UNIT FOR USE WITH AN ELECTRONIC HOUSE ARREST MONITORING SYSTEM	B.I. Incorporated	USA	Issued	07/639,795	5,255,306
4	CELLULAR POSITION LOCATING SYSTEM	B.I. Incorporated	USA	Issued	07/558,651	5,043,736
5	ELECTRONIC HOUSE ARREST MONITORING SYSTEM WITH AUTOMATIC FEE COLLECTION FEATURE	B.I. Incorporated	USA	Issued	08/108,990	5,661,458
6	ELECTRONIC HOUSE ARREST SYSTEM HAVING OFFICER SAFETY REPORTING FEATURE	B.I. Incorporated	USA	Issued	07/698,691	5,189,395
7	ELECTRONIC SYSTEM AND METHOD FOR MONITORING ABUSERS FOR COMPLIANCE WITH A PROTECTIVE ORDER	B.I. Incorporated	USA	Issued	07/721,242	5,266,944
8	ELECTRONIC SYSTEM AND METHOD FOR MONITORING ABUSERS FOR COMPLIANCE WITH A PROTECTIVE ORDER	B.I. Incorporated	USA	Issued	08/058,499	5,396,227
9	TAMPER DETECTION CIRCUIT AND METHOD FOR USE WITH WEARABLE TRANSMITTER TAG	B.I. Incorporated	USA	Issued	07/962,483	5,298,884
10	TAMPER INDICATING TRANSMITTER	B.I. Incorporated	USA	Issued	07/634,452	5,117,222
11	AUTOMATED TRACKING SYSTEM	B.I. Incorporated	USA	Issued	09/940,905	6,674,368
12	PERSONAL TRACKING DEVICE	B.I. Incorporated	USA	Issued	10/967,005	7,015,817
13	PERSONAL TRACKING DEVICE	B.I. Incorporated	USA	Issued	10/145,310	6,639,516
14	PERSONAL TRACKING DEVICE	B.I. Incorporated	USA	Issued	10/649,486	6,972,684

LICENSES

<u>Company</u>	<u>Date Signed</u>	<u>Patents Covered</u>	<u>Expiration</u>	<u>Comments</u>	<u>Amendments</u>
Digital Products Corporation	March, 1995	#4,843,377 Remote Confinement System; #4,999,613 Remote Confinement System	None listed	Non-Exclusive	
Technology Systems International	March, 1995	#4,918,432 House Arrest Monitoring System; #4,885,571 Tag for use w/Personnel Monitoring System; #4,952,913 Tag for use w/Personnel Monitoring System; #5,298,884 Tamper Detection Circuit and Methods for use w/Wearable Transmitter Tag; #5,117,222 Tamper Indicating Transmitter	Effective until terminated by either party	Non-Exclusive	
Eastern Investments, LLC	December, 1996	#5,043,736 Cellular Positioning System	Patent termination date	Assigned to Prav International Properties (Paradigm Advanced Technologies) November, 2000	
Mitsubishi Electronics	June, 1998	#4,843,377 Remote Confinement System; #4,916,435 Remote Confinement Monitoring Station; #4,980,671 Remote Confinement w/Timed Tamper Signal Reset; #4,996,161 Breath Alcohol Testing System; #4,999,613 Remote Confinement System; #5,117,222 Tamper Indicating Transmitter	June, 2003	Non-Exclusive	
Instantel, Inc.	March, 2000	#4,952,913 Tag for use w/Personnel Monitoring System; #4,885,571 Tag for use w/Personnel Monitoring Systems and all related foreign attachments (11/02/04).	Patent termination date	Exclusive to Healthcare market	
DMATEK	July, 2002	#4,885,571 Tag for use w/Personnel Monitoring System; #4,918,432 House Arrest Monitoring System; #4,952,913 Tag for use w/Personnel Monitoring System	Patent termination date	Non-Exclusive License amended May, 24, 2005 to extend license on US patents until patent expiration dates	September, 2005 Amendment to extend foreign patents 0362231 & 0474701 France-UK, P3883796.3 & 69027773.3 Germany, HK1007041 & HK1007651 Hong Kong, 1,284,191 & 1,336,211 Canada, 605,583 & 641,401

					Australia, 9605731 Singapore
Integrated Location Solutions	October, 2003	#5,043,736 Cellular Positioning System	Patent termination date	Non-Exclusive	
Dmatek Ltd.		Remote Confinement System: France-UK 0474701 Germany 69027773.3 Hong Kong HK1007041 & HK1007651 Australia 641,401 Singapore Pat. No. 49069	Patent Expiration		
Eastern Investments, LLC		Cellular Position Location System: U.S. Pat. No. 5,034,736 Australian Patent No. 645114 South Korean Patent No. P188472	Patent Expiration		
Technology Systems International, Inc.		Tamper Detection Circuit and Method for Use with Wearable Transmitter Tag; Tamper Indicating Transmitter; Adaptable Electronic Monitoring and Identification System; Adaptable Electronic Monitoring and Identification System. U.S. Patent Nos.: 5,298,884 5,117,222 4,952,928 5,204,670	Patent Expiration		

U.S. COPYRIGHTS

Title of Copyright	Reg. Number	Reg. Date	Copyright Claimant
Making the Cornell Difference	TXu000967668	09/20/2000	Cornell Companies, Inc.