

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
SECURUS TECHNOLOGIES, INC.		05/31/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BNP Paribas
Street Address:	787 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Banking Corporation: FRANCE

PROPERTY NUMBERS Total: 34

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
Registration Number:	3595469	

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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:	3071768	SECUREVOICE
Registration Number:	3169198	SECURUS
Registration Number:	3828174	CONNECTING WHAT MATTERS
Registration Number:	3921102	TEXT2CONNECT
Registration Number:	3902253	INSTANT PAY
Serial Number:	85038357	INSTANT PAID
Serial Number:	85118346	SECURUS
Serial Number:	85118345	SECURUS
Serial Number:	85118344	SECURUS
Serial Number:	85118341	SECURUS
Serial Number:	85118333	SECURUS
Serial Number:	85106939	THE MAGIC BOARD
Serial Number:	77965166	PAY NOW

CORRESPONDENCE DATA

Fax Number: (202)663-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-663-8000
Email: dctm@pillsburylaw.com
Correspondent Name: Patrick J. Jennings
Address Line 1: 2300 N Street, N.W.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20037

ATTORNEY DOCKET NUMBER:	042802-0000036
NAME OF SUBMITTER:	Patrick J. Jennings
Signature:	/Pat Jennings/
Date:	06/07/2011

Total Attachments: 7
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TRADEMARK
REEL: 004555 FRAME: 0333

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TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

THIS TRADEMARK SECURITY AGREEMENT (SECOND LIEN), dated as of May 31, 2011 (as amended, restated, supplemented, replaced or otherwise modified from time to time, this **“Agreement”**), is made by each of the signatories hereto (collectively, the **“Grantors”**) in favor of **BNP PARIBAS** in its capacity as Collateral Agent for the Secured Parties (as defined in the Security Agreement referred to below) (the **“Collateral Agent”**):

RECITALS:

WHEREAS, reference is made to that certain Second Lien Credit and Guaranty Agreement, dated as of May 31, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the **“Credit Agreement”**), by and among SECURUS TECHNOLOGIES, INC. (**“STI”**), a Delaware corporation located at 14561 Dallas Parkway, Suite 600, Dallas, TX 75254, CONNECT MERGER SUB 2 CORP., a Delaware corporation to be succeeded by merger with STI, CERTAIN DIRECT DOMESTIC SUBSIDIARIES OF SECURUS TECHNOLOGIES HOLDINGS, INC. PARTY THERETO FROM TIME TO TIME, SECURUS HOLDINGS, INC., a Delaware corporation located at 14561 Dallas Parkway, Suite 600, Dallas, TX 75254, SECURUS TECHNOLOGIES HOLDINGS, INC., a Delaware corporation located at 14561 Dallas Parkway, Suite 600, Dallas, TX 75254, T-NETIX, INC., a Delaware corporation located at 14561 Dallas Parkway, Suite 600, Dallas, TX 75254, T-NETIX TELECOMMUNICATIONS SERVICES, INC., a Texas corporation located at 14561 Dallas Parkway, Suite 600, Dallas, TX 75254, TELEQUIP LABS, INC., a Nevada corporation located at 14561 Dallas Parkway, Suite 600, Dallas, TX 75254, CERTAIN SUBSIDIARIES OF THE BORROWERS PARTY THERETO FROM TIME TO TIME, AS GUARANTORS, THE LENDERS PARTY THERETO FROM TIME TO TIME, and the Collateral Agent; and

WHEREAS, pursuant to the terms of that certain Second Lien Pledge and Security Agreement, dated as of May 31, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, the **“Security Agreement”**), as collateral security for the Secured Obligations, each Grantor granted to Collateral Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Collateral, including, without limitation, all right, title and interest of each Grantor in, to and under all now owned and hereafter acquired Trademark Collateral, including the tangible property used to make the goods associated with or depicting or displaying the Trademarks (as further defined below).

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Incorporation of Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in its entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

1. Grant and Reaffirmation of Grant of Security Interests. As collateral security for the Secured Obligations, each Grantor hereby grants to Collateral Agent, and hereby reaffirms its grant pursuant to the Security Agreement of, a security interest in and continuing lien on all such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the **“Trademark Collateral”**), whether now owned or existing or hereafter acquired or arising:

all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, and other source identifiers of a like nature, all registrations and applications for any of the foregoing including, but not limited to those listed on Schedule 1 hereto and (i) all extensions or renewals of any of the foregoing, (ii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iii) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to the related goodwill, (iv) all Proceeds of the foregoing, including royalties, income, payments, claims, damages, and proceeds of suit, and (v) all tangible property used to make the goods associated with or depicting or displaying any of the foregoing (collectively, “**Trademarks**”).

Notwithstanding anything to contrary, the security interest granted hereunder shall not attach to, and the term "Trademark Collateral" shall not include any “intent-to-use” trademark application, filed pursuant to Section 1(b) of the Lanham Act, 17 U.S.C. § 1051(b), prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of the security interest of therein or lien thereon to the Collateral Agent, for the benefit of the Secured Parties, with respect thereto would impair the validity or enforceability of such intent-to-use trademark application or any registration that issues from such intent-to-use trademark application under applicable federal law.

2. Applicable Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

3. Conflicts. To the extent that there is a conflict or inconsistency between the terms of this Agreement and the terms of the Security Agreement, the Security Agreement shall prevail.


4. Termination. Upon the payment in full of all Secured Obligations (other than any Remaining Obligations), and the cancellation or termination of the Commitments and the cancellation, expiration, posting of backstop letters of credit or cash collateralization of all outstanding Letters of Credit, the security interest granted hereby shall automatically terminate hereunder and of record and all rights to the Trademark Collateral shall revert to Grantors. Upon any such termination the Collateral Agent shall, at Grantors’ expense, execute and deliver to Grantors or otherwise authorize the filing of such documents as Grantors shall reasonably request, including, without limitation, financing statement amendments to evidence such termination and documentation evidencing the release of security interests and liens upon Intellectual Property included in the Trademark Collateral appropriate for recordation in the U.S. Patent and Trademark Office. Upon any disposition of property permitted by the Credit Agreement, the Liens granted herein shall be deemed to be automatically released and such property shall automatically revert to the applicable Grantor with no further action on the part of any Person. The Collateral Agent shall, at Grantors’ expense, execute and deliver or otherwise authorize the filing of such documents as Grantors shall reasonably request, in form and substance reasonably satisfactory to the Collateral Agent, including, without limitation, financing statement amendments to evidence such release and documentation evidencing the release of security interests and liens upon Intellectual Property included in the Trademark Collateral appropriate for recordation in the United States Patent and Trademark Office.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.


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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

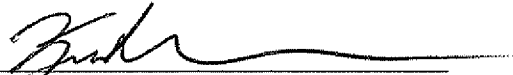
SECURUS TECHNOLOGIES, INC.,
as a Grantor

By: 
Name: Richard A. Smith
Title: CEO and President

T-NETIX, INC.,
as a Grantor

By: 
Name: Richard A. Smith
Title: CEO and President

BNP PARIBAS, as Collateral Agent

By: 
Name: Keith Murray
Title: Managing Director

By: 
Name:
Title: **DIMITRI JOBERT
DIRECTOR**

SCHEDULE 1

[Attached on the following page]

Trademark Registrations:

<u>Grantor</u>	<u>Trademark</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>
Securus Technologies, Inc.	EVERCOM	6/16/98	Registered	2,789,027
Securus Technologies, Inc.	EVERCOM SYSTEMS	7/27/98	Registered	2,520,541
Securus Technologies, Inc.	MISCELLANEOUS DESIGN (logo)	2/20/03	Registered	2,902,065
Securus Technologies, Inc.	COVERT ALERT	4/23/07	Registered	3,581,126
Securus Technologies, Inc.	COVERT ALERT	4/23/07	Registered	3,581,128
Securus Technologies, Inc.	COVERT ALERT	4/23/07	Registered	3,581,129
Securus Technologies, Inc.	MISCELLANEOUS DESIGN (logo)	8/11/04	Registered	3,261,716
Securus Technologies, Inc.	MISCELLANEOUS DESIGN (logo)	8/11/04	Registered	3,052,486
Securus Technologies, Inc.	EVERCOM	5/26/04	Registered	3,052,300
Securus Technologies, Inc.	S-GATE	5/10/07	Registered	3,506,037
Securus Technologies, Inc.	S-GATE	5/10/07	Registered	3,502,510
Securus Technologies, Inc.	S-GATE	5/10/07	Registered	3,502,511
Securus Technologies, Inc.	S-GATE	5/10/07	Registered	3,502,512
Securus Technologies, Inc.	MISCELLANEOUS DESIGN (circuit board & world)	4/23/07	Registered	3,595,469
Securus Technologies, Inc.	MISCELLANEOUS DESIGN (circuit board & world)	4/23/07	Registered	3,689,822
Securus Technologies, Inc.	MISCELLANEOUS DESIGN (circuit board & world)	4/23/07	Registered	3,591,958
Securus Technologies, Inc.	MISCELLANEOUS DESIGN (circuit board & world)	4/23/07	Registered	3,595,470
Securus Technologies, Inc.	ELECTRONICDRAGNET	4/23/07	Registered	3,502,452
Securus Technologies, Inc.	ELECTRONICDRAGNET	4/23/07	Registered	3,502,453
Securus Technologies, Inc.	MISCELLANEOUS DESIGN	4/23/07	Registered	3,595,469
T-NETIX, Inc.	T-NETIX	8/22/06	Registered	3,344,297
T-NETIX, Inc.	T-NETIX	8/22/06	Registered	3,362,520
T-NETIX, Inc.	SECUREVOICE	8/23/03	Registered	3,071,768
Securus Technologies, Inc.	SECURUS	8/24/04	Registered	3,169,198
Securus Technologies, Inc.	CONNECTING WHAT MATTERS	1/5/10	Registered	3,828,174
Securus Technologies, Inc.	TEXT2CONNECT	3/26/10	Registered	3,921,102

<u>Grantor</u>	<u>Trademark</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>
Securus Technologies, Inc.	INSTANT PAY	1/4/2011	Registered	3,902,253

Trademark Applications:

Country	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner	Status/ Comments
United States	INSTANT PAID	(85-038,357)	(5/13/2010)	Securus Technologies, Inc.	Pending; intent-to-use
United States	SECURUS	(85-118,346)	(8/30/2010)	Securus Technologies, Inc.	Pending; intent-to-use
United States	SECURUS	(85-118,345)	(8/30/2010)	Securus Technologies, Inc.	Pending; intent-to-use
United States	SECURUS	(85-118,344)	(8/30/2010)	Securus Technologies, Inc.	Pending; intent-to-use
United States	SECURUS	(85-118,341)	(8/30/2010)	Securus Technologies, Inc.	Pending; intent-to-use
United States	SECURUS	(85-118,333)	(8/30/2010)	Securus Technologies, Inc.	Pending; intent-to-use
United States	THE MAGIC BOARD	(85-106,939)	(8/13/2010)	Securus Technologies, Inc.	Pending; intent-to-use
United States	PAY NOW	(77-965,166)	(3/22/2010)	Securus Technologies, Inc.	Pending; intent-to-use