

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
G4S JUSTICE SERVICES, LLC		04/27/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	OPUS BANK		
Street Address:	200 W. Commonwealth Avenue		
City:	Fullerton		
State/Country:	CALIFORNIA		
Postal Code:	92832		
Entity Type:	Commercial Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3880607	TRAC PATROL	
Registration Number:	3753828	PATROL SUITE	
Registration Number:	3727546	WEB PATROL II	
Registration Number:	3748539	RF PATROL	
Registration Number:	3717831	VOICE PATROL	
Registration Number:	3674785	SPEAKER ID	
Serial Number:	85351292	CAM PATROL PLUS	
Serial Number:	85351278	VI-CAP PATROL	
CORRESPONDENCE DATA			
Fax Number:	9497600182		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	949-760-1121		
Email:	trademark@buchalter.com		

CH \$215.00 3880607

Correspondent Name: Farah P. Bhatti, Esq.
Address Line 1: 18400 Von Karman Avenue, Ste 800
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER: O5921-0002

NAME OF SUBMITTER: Farah P. Bhatti, Esq.

Signature: /Farah P. Bhatti/

Date: 05/24/2012

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 27th day of April, 2012, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors") and each individually "Grantor"), and OPUS BANK, a California commercial bank ("Bank").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 27, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Sentinel Offender Services, LLC, a Delaware limited liability company ("Parent"), and the other Persons listed on the signature pages of the Credit Agreement, as borrowers ("Borrowers"), and Bank, Bank agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Bank is willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Bank that certain Security Agreement, dated as of even date with the Credit Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Bank this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

13. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

14. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Bank to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

15. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Bank, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

16. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Bank 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

17. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Bank with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Bank unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Bank's continuing security interest in all Collateral, whether or not listed on Schedule I.

18. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

G4S JUSTICE SERVICES, LLC,
a Delaware limited liability company

By: 
Name: PEOPLE
Title: _____

BANK:

ACCEPTED AND ACKNOWLEDGED BY:

OPUS BANK,
a California commercial bank

By: _____
Name: _____
Title: _____

Trademark Security Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

G4S JUSTICE SERVICES, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

BANK:

OPUS BANK,
a California commercial bank

By: James Crompton
Name: James Crompton
Title: SVP Sr. Credit Admin.

Trademark Security Agreement

**EXHIBIT TO SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT**

Trademarks

<u>Applicati on No.</u>	<u>Registration No.</u>	<u>TRADEMARK</u>	<u>Owner/Assignee</u>	<u>Next Deadline</u>	<u>Comments</u>
77660901	3880607	TRAC PATROL	G4S Justice Services, LLC	11/23/16 - Sec. 8 & 15	Registered
77660889	3753828	PATROL SUITE	G4S Justice Services, LLC	3/2/16 - Sec. 8 & 15	Registered
77660892	3727546	WEB PATROL II	G4S Justice Services, LLC	12/22/15 - Sec. 8 & 15	Registered
77660894	3748539	RF PATROL	G4S Justice Services, LLC	2/16/16 - Sec. 8 & 15	Registered
77660896	3717831	VOICE PATROL	G4S Justice Services, LLC	12/1/15 - Sec. 8 & 15	Registered
77660899	3674785	SPEAKER ID	G4S Justice Services, LLC	8/25/15 - Sec. 8 & 15	Registered
85351292		CAM PATROL PLUS	G4S Justice Services, LLC	8/28/12 -SOU/EOT	Currently Pending -- Allowed
85351278		VI-CAP PATROL	G4S Justice Services, LLC	11/23/16 - SOU/EOT	Currently Pending -- Allowed

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