

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 Holdings, Inc.		06/07/2012	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: 6			
Property Type	Number	Word Mark	
Serial Number:	85261794	AUTOMATED INFORMATION SERVICES	
Serial Number:	85261838	AUTOMATED INFORMATION SERVICES	
Serial Number:	85261813	AUTOMATED INFORMATION SERVICES	
Serial Number:	85261845	AIS	
Serial Number:	85261822	AIS	
Serial Number:	85261853	AIS	
CORRESPONDENCE DATA			
Fax Number:	2026638007		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202663800		
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		

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TRADEMARK

ATTORNEY DOCKET NUMBER:	802-0000036
NAME OF SUBMITTER:	Patrick J. Jennings
Signature:	/Pat Jennings/
Date:	06/07/2012
<p>Total Attachments: 6</p> <p>source=First Lien Trademark Security Agreement#page1.tif</p> <p>source=First Lien Trademark Security Agreement#page2.tif</p> <p>source=First Lien Trademark Security Agreement#page3.tif</p> <p>source=First Lien Trademark Security Agreement#page4.tif</p> <p>source=First Lien Trademark Security Agreement#page5.tif</p> <p>source=First Lien Trademark Security Agreement#page6.tif</p>	

TRADEMARK SECURITY AGREEMENT (FIRST LIEN)

THIS TRADEMARK SECURITY AGREEMENT (FIRST LIEN), dated as of June 7, 2012 (as amended, restated, supplemented, replaced or otherwise modified from time to time, this **“Agreement”**), is made by the signatory hereto (the **“Grantor”**) 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 Amended and Restated First Lien Credit and Guaranty Agreement, dated as of June 6, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the **“Credit Agreement”**), by and among SECURUS TECHNOLOGIES, INC., a Delaware corporation located at 14561 Dallas Parkway, Suite 600, Dallas, TX 75254, 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 Amended and Restated First Lien Pledge and Security Agreement, dated as of June 6, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, the **“Security Agreement”**), as collateral security for the Secured Obligations, the 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 the 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, the 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, the 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 Grantor. Upon any such termination the Collateral Agent shall, at Grantor's expense, execute and deliver to Grantor or otherwise authorize the filing of such documents as Grantor 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 Grantor's expense, execute and deliver or otherwise authorize the filing of such documents as Grantor 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.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this **TRADEMARK SECURITY AGREEMENT (FIRST LIEN)** to be duly executed and delivered by its respective officer 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

[Signature page to First Lien Trademark Security Agreement]

BNP PARIBAS, as Collateral Agent

By: 
Name: **Keith Murray**
Title: **Managing Director**

By: 
Name: **Claudia DeSimio**
Title: **Vice President**

[Signature page to First Lien Trademark Security Agreement]

SCHEDULE 1

[Attached on the following page]

Country	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner	Status/ Comments
United States	AUTOMATED INFORMATION SERVICES	(85-261,794)	(3/9/2011)	Securus Technologies Holdings, Inc.	Pending; intent-to-use
United States	AUTOMATED INFORMATION SERVICES	(85-261,838)	(3/9/2011)	Securus Technologies Holdings, Inc.	Pending; intent-to-use
United States	AUTOMATED INFORMATION SERVICES	(85-261,813)	(3/9/2011)	Securus Technologies Holdings, Inc.	Pending; intent-to-use
United States	AIS	(85-261,845)	(3/9/2011)	Securus Technologies Holdings, Inc.	Pending; intent-to-use
United States	AIS	(85-261,822)	(3/9/2011)	Securus Technologies Holdings, Inc.	Pending; intent-to-use
United States	AIS	(85-261,853)	(3/9/2011)	Securus Technologies Holdings, Inc.	Pending; intent-to-use