# 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 |
|---|---|---|---|
| The GEO Group, Inc. | | 03/11/2011 | CORPORATION: FLORIDA |

RECEIVING PARTY DATA

| | |
|---|---|
| Name: | BNP Paribas, as Administrative Agent |
| Street Address: | 787 Seventh Avenue |
| Internal Address: | 28th floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10019 |
| Entity Type: | National Bank: UNITED STATES |

PROPERTY NUMBERS Total: 13

| Property Type | Number | Word Mark |
|---|---|---|
| Serial Number: | 85870018 | GEO |
| Serial Number: | 85870235 | GEO GROUP STADIUM |
| Serial Number: | 85797378 | GEO |
| Serial Number: | 85797964 | GEO |
| Serial Number: | 85796871 | GEO |
| Serial Number: | 85795171 | GEO |
| Serial Number: | 85795190 | GEO GOING GREEN |
| Serial Number: | 85440063 | GEO CONTINUUM OF CARE |
| Serial Number: | 85884101 | GEO COMMUNITY SERVICES |
| Serial Number: | 85884080 | GEO CORRECTIONS & DETENTION |
| Serial Number: | 85883617 | GEO THE GEO GROUP, INC. |
| Serial Number: | 85882194 | GEO THE GEO GROUP FOUNDATION, INC. |
| Serial Number: | 85416282 | GEO TRANSPORT |

CH $340.00 85870018

CORRESPONDENCE DATA


Fax Number: 2138924790

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: hcannom@milbank.com

Correspondent Name: Mibank, Tweed, Hadley & McCloy LLP

Address Line 1: 601 South Figueroa St., 30th floor

Address Line 2: Attn: H. Cannom

Address Line 4: Los Angeles, CALIFORNIA 90017


| | |
|---|---|
| ATTORNEY DOCKET NUMBER: | 27743-14000 |
| NAME OF SUBMITTER: | Hannah Cannom |
| Signature: | /Hannah Cannom/ |
| Date: | 04/03/2013 |

Total Attachments: 7

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EXECUTION COPY

# 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



TRADEMARK
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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**

Schedule 1

# U.S. TRADEMARKS

| Mark | Country | Status | ADD No | ADD Date | Reg No | Reg Date | Next Major Action | Due Date | Grace Period | Owner Name |
|---|---|---|---|---|---|---|---|---|---|---|
| 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 |

Schedule 2

# U.S. PATENTS

PATENTS

| | Title | Owner | Country | Status | Serial # | Patent # |
|---|---|---|---|---|---|---|
| 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 |

Schedule 3

**U.S. COPYRIGHTS**

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