

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement, Second Lien

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Satellite Tracking of People LLC		12/20/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas, as Administrative Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3169898	BLUTAG
Registration Number:	3072326	SATELLITE TRACKING OF PEOPLE
Registration Number:	3379642	BLUBOX
Registration Number:	3446976	BLUHOME
Registration Number:	3641330	BLUBAND
Registration Number:	3240512	CELLTAG
Registration Number:	3898080	STALKER ALERT
Registration Number:	3821192	REMOVING THE ANONYMITY OF CRIME
Registration Number:	3603670	BLUSCAN
Registration Number:	3599294	LIVE~LIVE
Registration Number:	3640136	TRACK THE BODY, NOT THE BOX.
Registration Number:	2765152	VERITRACKS
Registration Number:	2948635	VERITRACKS
Serial Number:	86140343	BLU+

OP \$415.00 3169898

TRADEMARK

Serial Number:	86135067	TRACKING SUCCESS
Serial Number:	86135101	UTTERBACK'S UTTERINGS

CORRESPONDENCE DATA

Fax Number: 2123548113
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212 819-8200
Email: iprecordations@whitecase.com
Correspondent Name: Matthew Campion/White & Case LLP
Address Line 1: 1155 Avenue of the Americas
Address Line 2: Patent & Trademark Dept.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1111779-2369
NAME OF SUBMITTER:	Matthew Campion
Signature:	/Matthew Campion/
Date:	12/20/2013

Total Attachments: 8
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This instrument and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Closing Date Intercreditor Agreement (the "Closing Date Intercreditor Agreement") dated as of April 30, 2013 between Deutsche Bank Trust Company Americas as First Lien Credit Agreement Administrative Agent and Deutsche Bank Trust Company Americas as Second Lien Credit Agreement Administrative Agent, to the indebtedness (including interest) owed by the Borrower pursuant to that certain First Lien Credit Agreement dated as of April 30, 2013 among Connect Merger Sub, Inc., the other Guarantors party thereto from time to time, Deutsche Bank Trust Company Americas, as Administrative Agent, each lender from time to time party thereto, and Deutsche Bank Trust Company Americas, as L/C Issuer and Swing Line Lender and the other agents named therein, as such First Lien Credit Agreement has been and hereafter may be amended, supplemented or otherwise modified from time to time and to indebtedness refinancing the indebtedness under that agreement as contemplated by the Closing Date Intercreditor Agreement; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Closing Date Intercreditor Agreement.

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 20, 2013 (as amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "**Grantors**") in favor of Deutsche Bank Trust Company Americas, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the "**Administrative Agent**").

WHEREAS, the Grantors are party to a Second Lien Security Agreement, dated as of April 30, 2013 as supplemented by that certain Security Agreement Supplement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such

Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”), including the registrations and registration applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor and (b) all goodwill connected with the use thereof and symbolized thereby; *provided*, that the Trademark Collateral shall not include any Excluded Assets,

(ii) the right to sue or otherwise recover for past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to goodwill, and all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit, and

(iii) all other rights accruing thereunder or pertaining thereto throughout the world.

SECTION 2.1 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

EACH GRANTOR HEREBY AUTHORIZES AND REQUESTS THAT THE USPTO RECORD THIS TRADEMARK SECURITY AGREEMENT.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.


SECTION 7. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate 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, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


**SATELLITE TRACKING OF PEOPLE
LLC,**
as Grantor

By: 
Name: Richard A. Smith
Title: President and Chief Executive Officer

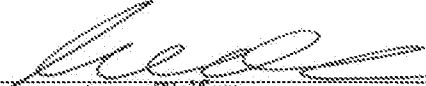
**SATELLITE TRACKING OF PEOPLE VQ
LLC,**
as Grantor

By: 
Name: Richard A. Smith
Title: President and Chief Executive Officer

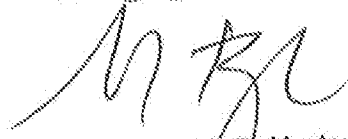
VERQUIS LLC,
as Grantor

By: 
Name: Richard A. Smith
Title: President and Chief Executive Officer

**DEUTSCHE BANK TRUST COMPANY
AMERICAS,**
as Administrative Agent

By: 


Name: **Anca Trifan**
Title: **Managing Director**




Marcus W. Kirkington
Director

The foregoing Agreement is hereby ACKNOWLEDGED AND AGREED by:


**SECURUS TECHNOLOGIES
HOLDINGS, INC.**

By: 
Name: Richard A. Smith
Title: President and Chief Executive Officer

CONNECT ACQUISITION CORP.

By: 
Name: Richard A. Smith
Title: President and Chief Executive Officer

SECURUS HOLDINGS, INC.

By: 
Name: Richard A. Smith
Title: President and Chief Executive Office

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

US Trademark Registrations:

Owner	Mark	Registration Number
Satellite Tracking of People LLC	<u>BLUTAG</u>	<u>3169898</u>
Satellite Tracking of People LLC	<u>SATELLITE TRACKING OF PEOPLE</u>	<u>3072326</u>
Satellite Tracking of People LLC	<u>BLUBOX</u>	<u>3379642</u>
Satellite Tracking of People LLC	<u>BLUHOME</u>	<u>3446976</u>
Satellite Tracking of People LLC	<u>BLUBAND</u>	<u>3641330</u>
Satellite Tracking of People LLC	<u>CELLTAG</u>	<u>3240512</u>
Satellite Tracking of People LLC	<u>STALKER ALERT</u>	<u>3898080</u>
Satellite Tracking of People LLC	<u>REMOVING THE ANONYMITY OF CRIME</u>	<u>3821192</u>
Satellite Tracking of People LLC	<u>BLUSCAN</u>	<u>3603670</u>
Satellite Tracking of People LLC	<u>LIVE~LIVE</u>	<u>3599294</u>
Satellite Tracking of People LLC	<u>TRACK THE BODY, NOT THE BOX.</u>	<u>3640136</u>
Satellite Tracking of People LLC	<u>VERITRACKS</u>	<u>2765152</u>
Satellite Tracking of People LLC	<u>VERITRACKS</u>	<u>2948635</u>

US Trademark Applications

Owner	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Status/ Comments
Satellite Tracking of People LLC	BLU+	86140343	12/11/2013	Application filed – examination in process
Satellite Tracking of People LLC	Check-NQ	N/A	N/A	Application in process

SCHEDULE A

Owner	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Status/ Comments
Satellite Tracking of People LLC	TRACKING SUCCESS	86135067	12/04/2013	Application filed - examination in process
Satellite Tracking of People LLC	UTTERBACK'S UTTERINGS	86135101	12/04/2013	Application filed - examination in process

SCHEDULE A

NEWYORK 9068416

RECORDED: 12/20/2013

TRADEMARK
REEL: 005180 FRAME: 0156