

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Geo Care, LLC		02/26/2014	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	The GEO Group, Inc.		
Street Address:	621 NW 53rd Street,		
Internal Address:	Suite 700		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33487		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4157043	ABRAXAS A GEO GROUP COMPANY	
CORRESPONDENCE DATA			
Fax Number:	3127043001		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312-704-3336		
Email:	trademarks@hinshawlaw.com		
Correspondent Name:	Kourtney Mulcahy		
Address Line 1:	Hinshaw & Culbertson LLP		
Address Line 2:	222 N. LaSalle Street, Suite 300		
Address Line 4:	Chicago, ILLINOIS 60601-1081		
ATTORNEY DOCKET NUMBER:	910526 - ABRAXAS		
NAME OF SUBMITTER:	Kourtney Mulcahy		

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Signature:	/kourtney mulcahy/
Date:	03/05/2014
Total Attachments: 4 source=GeoCare Assignment re Abraxas Reg#page1.tif source=GeoCare Assignment re Abraxas Reg#page2.tif source=GeoCare Assignment re Abraxas Reg#page3.tif source=GeoCare Assignment re Abraxas Reg#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into the 26th day of February, 2014, (the "Effective Date") by and between GEO Care, LLC, a Florida limited liability company having its principal place of business at 621 NW 53rd Street, Suite 500, Boca Raton, FL 33487 (the "Assignor"), and The GEO Group, Inc., a Florida corporation having its principal place of business at 621 NW 53rd Street, Suite 700, Boca Raton, FL 33487 (the "Assignee").

RECITALS:

WHEREAS, Assignor changed its entity type from a Florida corporation to a Florida limited liability company on December 26, 2012, and moved its principal place of business from Suite 700 to Suite 500;

WHEREAS, Assignor owns the entire right, title, and interest in and to that certain U.S. trademark as listed in attached Exhibit A (the "Mark"); and

WHEREAS, Assignor wishes to assign all right, title, and interest in the Mark to Assignee;

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark.

2. Assignor's Representations. Assignor represents and warrants that:

- a) Assignor owns the entire right, title, and interest in and to the Mark;
- b) all registrations for the Mark are currently valid and subsisting and in full force and effect;
- c) Assignor has not licensed the Mark to any other person or entity or granted, either expressly or impliedly, any trademark rights with respect to the Mark to any other person or entity;
- d) there are no liens or security interests against the Mark;
- e) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
- f) execution of this Agreement and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws.

3. Assignment Form. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the

transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Mark and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Mark.

4. Assignor's Use of the Mark. After the Effective Date, Assignor agrees to make no further use of the Mark or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Mark.

5. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.


6. Miscellaneous.

- a) This Agreement and all exhibits hereto constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.
- b) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Florida, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Florida. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.
- c) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.
- d) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:

Signature: 
Name: Brian Evans
Title: Treasurer

ASSIGNEE:

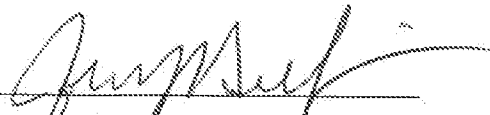
Signature: 
Name: John J. Bulfin
Title: SR. V.P. General Counsel

Exhibit A

Serial No.	Country	Title/Mark	File Date	Reg. No.	Reg. Date
85416560	USA	Abraxas a GEO Group Company	September 7, 2011	4157043	June 12, 2012