

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342127

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Soberlink Healthcare LLC		05/19/2015	LIMITED LIABILITY COMPANY: DELAWARE
Bristol Holdings LLC		05/19/2015	LIMITED LIABILITY COMPANY: DELAWARE
Huntington DevCo LLC		05/19/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GEO Corrections Holdings, Inc.		
Street Address:	One Park Place, Suite 700		
Internal Address:	621 NW 53rd St.		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33487		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4111401	S SOBERLINK MONITORING PROMOTES ACCOUNTA	
Registration Number:	4053938	SOBERLINK	
Serial Number:	86450880		
CORRESPONDENCE DATA			
Fax Number:	5616596313		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	561-653-5000		
Email:	peter.chiabotti@akerman.com, angela.martin@akerman.com		
Correspondent Name:	Akerman LLP		
Address Line 1:	P.O. Box 3188		
Address Line 4:	West Palm Beach, FLORIDA 33402-3188		
ATTORNEY DOCKET NUMBER:	0282307		
NAME OF SUBMITTER:	Peter A. Chiabotti		

CH \$90.00 4111401

SIGNATURE:	/Peter A. Chiabotti/
DATE SIGNED:	05/21/2015
Total Attachments: 10 source=IP Security Agreement-Soberlink EXECUTED#page1.tif source=IP Security Agreement-Soberlink EXECUTED#page2.tif source=IP Security Agreement-Soberlink EXECUTED#page3.tif source=IP Security Agreement-Soberlink EXECUTED#page4.tif source=IP Security Agreement-Soberlink EXECUTED#page5.tif source=IP Security Agreement-Soberlink EXECUTED#page6.tif source=IP Security Agreement-Soberlink EXECUTED#page7.tif source=IP Security Agreement-Soberlink EXECUTED#page8.tif source=IP Security Agreement-Soberlink EXECUTED#page9.tif source=IP Security Agreement-Soberlink EXECUTED#page10.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the “IP Security Agreement”) dated as of May 19, 2015, is made by the Persons listed on the signature page hereof (individually, each a “Grantor” and collectively, jointly and severally, the “Grantors”) in favor of GEO Corrections Holdings, Inc., as Agent for the Secured Parties (as hereafter defined) (“Agent”), GEO Corrections Holdings, Inc., a Florida corporation (“Lender”) and B.I. Incorporated, a Colorado corporation (“BI”, together with Agent and Lender, the “Secured Parties”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in that certain Term Loan Agreement of even date herewith (“Term Loan Agreement”) by and between the Borrower and Lender, and such definitions, and any cross references in such definitions, are incorporated herein by reference such that upon termination of the Term Loan Agreement, such defined terms and cross references herein shall survive.

Under the terms of the Term Loan Agreement and the Other Documents, each Grantor has granted to Agent, for the benefit of the Secured Parties, a security interest in, among other property, all Intellectual Property of such Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Bodies.

In consideration of the premises described in the Guarantee and Collateral Agreement, and to induce Lender to enter into the Term Loan Agreement and to induce Lender to extend credit thereunder, each Grantor hereby agrees with Agent, for the benefit of the Secured Parties, as follows:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. **Definitions.** The following terms have the meanings set forth below:

(a) “Copyrights” means all of the following now owned or hereafter adopted or acquired by any Grantor: (i) all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or political subdivision thereof, whether registered or unregistered and whether published or unpublished), rights and interests in copyrights, works protectable by copyright, and general intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings, and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof and all research and development relating to the foregoing, (ii) all reissues, extensions, continuations, and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages, claims, and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present and future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present, and future infringements thereof.

(b) “Copyright License” means any and all rights now owned or hereafter acquired by any Grantor under any written or oral agreement granting any right to use any Copyright or

Copyright registration, in each case to the extent assignable by such Grantor; provided, that, Grantor has identified on Schedule C attached hereto whether or not any of Grantor's Copyrights or Copyright registrations are not assignable.

(c) "Patents" shall mean one or all of the following now or hereafter owned by any Grantor or in which any Grantor now has or hereafter acquires any rights: (i) all letters patent of the United States or any other country, all registrations, and recordings thereof, and all applications for letters patent of the United States or any other country, (ii) all reissues, continuations, continuations-in-part, divisions, reexaminations, or extensions of any of the foregoing and (iii) all inventions disclosed in and claimed in the Patents and any and all trade secrets and know-how related thereto.

(d) "Patent License" shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: to the extent assignable by a Grantor, any written agreement granting any right to make, use, sell, and/or practice any invention or discovery that is the subject matter of a Patent, in each case to the extent assignable by such Grantor; provided, that, Grantor has identified on Schedule A attached hereto whether or not any of Grantor's Patents or Patent registrations are not assignable.

(e) Secured Obligations means, collectively, the Borrower Obligations, the Guarantor Obligations and the Sellers' Tax Indemnity Obligations.

(f) "Trademarks" shall mean one or all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: (i) all trademarks (whether registered or unregistered), trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints, and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of any State of the United States or any other country or any political subdivision thereof, (ii) all reissues, extensions, or renewals thereof and (iii) the goodwill associated with or symbolized by any of the foregoing.

(g) "Trademark License" shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: any written agreement granting any right to use any Trademark or Trademark registration, in each case to the extent assignable by such Grantor; provided, that, Grantor has identified on Schedule B attached hereto whether or not any of Grantor's Trademarks or Trademark registrations are not assignable.

SECTION 2. Grant of Security. Each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title, and interest in and to the following (the "Collateral"):

(i) all of its Patents and all Patent Licenses to which it is a party, including, but not limited to, those set forth on Schedule A hereto;

(ii) all of its Trademarks and all Trademark Licenses to which it is a party, including, but not limited to, those set forth on Schedule B hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(iii) all of its Copyrights and all Copyright Licenses to which it is a party, including, but not limited to, those set forth on Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all products and proceeds of, collateral for, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. Security for Secured Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Secured Obligations (as defined in the Guarantee and Collateral Agreement).

SECTION 4. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable Governmental Body record this IP Security Agreement.

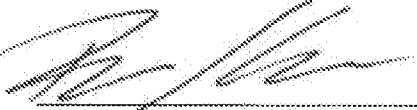
SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the Collateral are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. For the avoidance of doubt, the release provisions of Section 8.17 of the Guarantee and Collateral Agreement shall apply to the security interest and the rights granted by each Grantor under this IP Security Agreement.

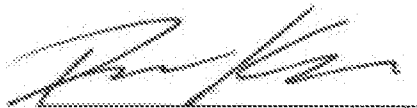
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS

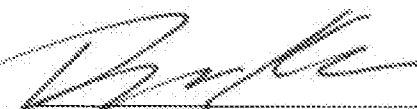
SOBERLINK HEALTHCARE LLC

By: 
Name: Brad Keays
Title: President

HUNTINGTON DEVCO LLC

By: 
Name: Brad Keays
Title: President

BRISTOL HOLDINGS LLC

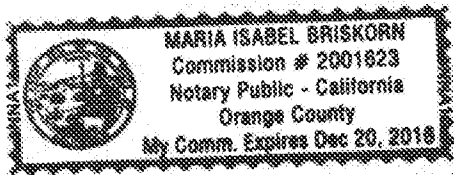
By: 
Name: Brad Keays
Title: President

ACKNOWLEDGMENT

STATE OF CALIFORNIA :
 : SS
COUNTY OF ORANGE :

Before me, the undersigned, a Notary Public, on this 18th day of May, 2015, personally appeared BRAD KEAYS, to me known personally, who, being by me duly sworn, did say that he/she is the PRESIDENT of BRISTOL HOLDINGS LLC, Grantor, and that said Intellectual Property Security Agreement was signed on behalf of Grantor, by authority of its board of directors or analogous body, and the said PRESIDENT acknowledged said instrument to be his/her free act and deed.

(SEAL)



Notary Public

My Commission Expires: 12-20-2016

Maria Isabel Briskorn

TRADEMARK

REEL: 005521 FRAME: 0554

ACKNOWLEDGMENT

STATE OF CALIFORNIA :
 : SS
COUNTY OF ORANGE :

Before me, the undersigned, a Notary Public, on this 18th day of May, 2015, personally appeared BRAD KEAYS, to me known personally, who, being by me duly sworn, did say that he/she is the PRESIDENT of SOBERLINK HEALTHCARE LLC, Grantor, and that said Intellectual Property Security Agreement was signed on behalf of Grantor, by authority of its board of directors or analogous body, and the said PRESIDENT acknowledged said instrument to be his/her free act and deed.

(SEAL)



Notary Public
My Commission Expires: 12-20-2016

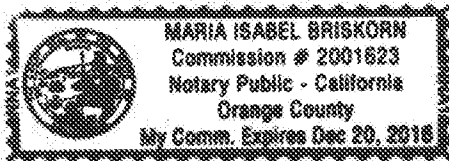
Maria Isabel Briskorn

ACKNOWLEDGMENT

STATE OF CALIFORNIA :
 : SS
COUNTY OF ORANGE :

Before me, the undersigned, a Notary Public, on this 18th day of May, 2015, personally appeared BRAD KEAYS, to me known personally, who, being by me duly sworn, did say that he/she is the PRESIDENT of HUNTINGTON DEVCO LLC., Grantor, and that said Intellectual Property Security Agreement was signed on behalf of Grantor, by authority of its board of directors or analogous body, and the said PRESIDENT acknowledged said instrument to be his/her free act and deed.

(SEAL)



Notary Public
My Commission Expires: 12-20-2016

Maria Isabel Briskorn

SCHEDULE A


PATENTS AND PATENT LICENSES

U.S. Patents – N/A

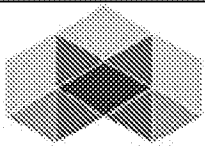
SCHEDULE B

TRADEMARKS AND TRADEMARK LICENSES

U.S. Trademarks:

Mark	App./Reg.	Filed/Issued	Goods/Services
	App No. 85361357 Reg. No. 4111401	Filed Jul. 1, 2011 Issued Mar. 13, 2012	IC 010: Alcohol breath testing units. IC 38: Providing an on-line forum for the provision of sobriety-related information and discussion.
SOBERLINK	App No. 85127408 Reg. No. 4053938	Filed Sept. 10, 2010 Issued Nov. 8, 2011	IC 010: Alcohol breath testing units.

U.S. Trademark Applications:

Mark	App./Reg.	Filed/Issued	Goods/Services
	App No. 86450880 Reg. N/A	Filed Nov. 11, 2014 Issued N/A	IC 010: Alcohol breath testing units.

Common Law Trademarks:

SOBERLINK



SCHEDULE C

COPYRIGHTS AND COPYRIGHT LICENSES

None.