

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345333

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Soberlink, Inc.		06/18/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BNP Paribas, as Administrative Agent		
Street Address:	787 SEVENTH AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	SOCIETE ANONYME: FRANCE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86161156	AFR	
Serial Number:	86161144	ADAPTIVE FACIAL RECOGNITION	
Serial Number:	86366088	SL2	
CORRESPONDENCE DATA			
Fax Number:	2128225178		
<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:	2125305178		
Email:	lkass@milbank.com		
Correspondent Name:	Milbank, Tweed, Hadley & McCloy, LLP		
Address Line 1:	28 Liberty Street		
Address Line 2:	c/o Lawrence Kass		
Address Line 4:	NEW YORK, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	27743.14000		
NAME OF SUBMITTER:	Lawrence Kass		
SIGNATURE:	/s/ Lawrence Kass		
DATE SIGNED:	06/22/2015		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 18, 2015 (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by Soberlink, Inc. (the "Grantor") in favor of BNP Paribas, as administrative agent for the Secured Parties (in such capacity, the "Administrative Agent").

WHEREAS, The GEO Group, Inc. ("GEO"), GEO Corrections Holdings, Inc., (collectively, the "Borrowers"), the Lenders referred to therein and the Administrative Agent are parties to the Second Amended and Restated Credit Agreement dated as of August 27, 2014 (as amended, restated, supplemented or otherwise modified from time to time, 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, pursuant to the Joinder Agreement, dated as of the date hereof, the Grantor has become a party to the Amended and Restated Collateral Agreement, dated as of April 3, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrowers, certain subsidiaries of GEO and the Administrative Agent;

WHEREAS, pursuant to the Collateral Agreement, the Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in and a lien on all of the Grantor's rights in and to the Collateral, including all Patents and Patent Licenses, Trademarks and Trademark Licenses, and other Intellectual Property; and

WHEREAS, pursuant to the Collateral Agreement, the Grantor has agreed to execute and deliver this Agreement and such other documents or instruments as the Administrative Agent shall reasonably request.

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

1. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for the ratable benefit of itself and the other Secured Parties, a security interest in, all of such Grantor's right, title and interest in the following property 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, and wherever located or deemed located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

(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 Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 1.

3. Recordation. The Grantor hereby authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Agreement.

4. 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.

5. Governing Law. This 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.

6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Collateral Agreement. 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 Agreement, all terms and provisions of which are incorporated herein in their entirety by this reference hereto. In the event that any provisions of this Agreement are in conflict with the Collateral Agreement or the Credit Agreement, the provisions of the Collateral Agreement or the Credit Agreement, as applicable, shall govern.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

SOBERLINK, INC.,
as Grantor

By: 

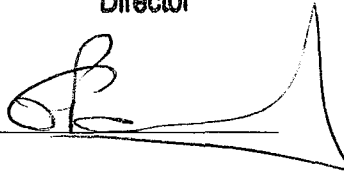
Name: Shawn March

Title: Vice President & Assistant Treasurer

ACKNOWLEDGED AND ACCEPTED:

BNP PARIBAS,
as Administrative Agent

By: 
Name: **BRENDAN HENEGHAN**
Title: **Director**

By: 
Name:
Title: **Gregoire Poussard**
Vice President

Schedule 1
to Trademark Security Agreement

U.S. TRADEMARKS

Mark	App./Reg.	Filed/Issued
AFR	App No. 86161156	Filed Jan. 9, 2014
	Reg. N/A	Issued N/A
ADAPTIVE FACIAL RECOGNITION	App No. 86161144	Filed Jan. 9, 2014
	Reg. N/A	Issued N/A
SL2	App No. 86366088	Filed Aug. 13, 2014