

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM449476

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Securus Technologies, Inc.		11/01/2017	Corporation: DELAWARE
Satellite Tracking of People LLC		11/01/2017	Limited Liability Company: DELAWARE
JPay, Inc.		11/01/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch, as Collateral Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 53			
Property Type	Number	Word Mark	
Registration Number:	2789027	EVERCOM	
Registration Number:	3581126	COVERT ALERT	
Registration Number:	3581128	COVERT ALERT	
Registration Number:	3581129	COVERT ALERT	
Registration Number:	3169198	SECURUS	
Registration Number:	4222412	SECURUS	
Registration Number:	4154763	SECURUS	
Registration Number:	4154764	SECURUS	
Registration Number:	4158414	SECURUS	
Registration Number:	4154762	SECURUS	
Registration Number:	4242480	THE MAGIC BOARD	
Registration Number:	3921102	TEXT2CONNECT	
Registration Number:	3902253	INSTANT PAY	
Registration Number:	4035742	PAY NOW	
Registration Number:	4918506	CONNECTUS	
Registration Number:	4644137	SECURUS	
Registration Number:	4791614	SECURUS	
TRADEMARK			

OP \$1340.00 2789027

Property Type	Number	Word Mark
Registration Number:	5040657	SECURUS TECHNOLOGIES
Registration Number:	3828174	CONNECTING WHAT MATTERS
Registration Number:	4798392	SERVE AND CONNECT
Registration Number:	3534159	TELEVISIT
Registration Number:	5057203	SECURUS ONLINE
Registration Number:	5152816	UNIEK
Registration Number:	2765152	VERITRACKS
Registration Number:	2948635	VERITRACKS
Registration Number:	3072326	SATELLITE TRACKING OF PEOPLE
Registration Number:	3169898	BLUTAG
Registration Number:	3379642	BLUBOX
Registration Number:	3446976	BLUHOME
Registration Number:	3603670	BLUSCAN
Registration Number:	3640136	TRACK THE BODY, NOT THE BOX.
Registration Number:	3641330	BLUBAND
Registration Number:	3898080	STALKER ALERT
Registration Number:	3821192	REMOVING THE ANONYMITY OF CRIME
Registration Number:	3599294	LIVE~LIVE
Registration Number:	4564199	TRACKING SUCCESS
Registration Number:	4567755	UTTERBACK'S UTTERINGS
Registration Number:	4643828	BLU+
Registration Number:	3929607	JP3
Registration Number:	4280128	JP4
Registration Number:	4723627	JP5
Registration Number:	4723649	JP5S
Registration Number:	4859821	JPAY
Registration Number:	2724377	JPAY
Registration Number:	5027960	JPAY'S LANTERN
Serial Number:	86364435	THREADS
Serial Number:	85902509	SPHONE
Serial Number:	87020593	RADIUS23
Serial Number:	87394944	NG SCP
Serial Number:	87394919	NEXTGEN SCP
Serial Number:	87394746	SECUREVIEW
Serial Number:	86349539	NICE
Serial Number:	87394784	SOBERTRACK

CORRESPONDENCE DATA

Fax Number: 8009144240

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.

Phone: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
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SIGNATURE:	/Elaine Carrera/
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DATE SIGNED:	11/02/2017
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Total Attachments: 8

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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

1. Securus Technologies, Inc.
2. Satellite Tracking of People LLC
3. JPay, Inc.

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other 1. Corp.-DE; 2. LLC-DE; 3. Corp.-DE

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 1, 2017

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other First Lien Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Deutsche Bank AG New York Branch, as Collateral Agent

Street Address: 60 Wall Street

City: New York

State: NY

Country: USA Zip: 10005

- ☐ Individual(s) Citizenship _____
☐ Association Citizenship _____
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

Text

B. Trademark Registration No.(s)

See Schedule I

See Schedule I

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

53

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera

Signature

Elaine Carrera

Name of Person Signing

November 1, 2017

Date

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

EXECUTION VERSION

FIRST LIEN TRADEMARK SECURITY AGREEMENT

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of November 1, 2017, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, in its capacity as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral 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 in Trademark Collateral. As security for the Priority Payment Obligations, each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Priority Payment Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor or in which such Grantor has any rights:

(a) Marks of such Grantor listed on Schedule I attached hereto (in no event shall Collateral include any application for registration of a trademark filed with the United States Patent and Trademark Office (“PTO”) on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO);

(b) all goodwill associated with such Marks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Collateral) (collectively, the “Trademark Collateral”).

As security for the Non-Priority Payment Obligations, each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Non-Priority Payment Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the Trademark Collateral of such Grantor or in which such Grantor has any rights.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Marks 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Marks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

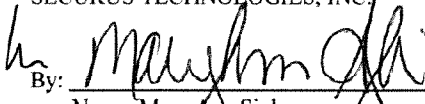
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

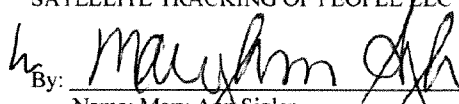
IN WITNESS WHEREOF, each Grantor has caused this First Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,


SECURUS TECHNOLOGIES, INC.

By: 
Name: Mary Ann Sigler
Title: Vice President and Treasurer

SATELLITE TRACKING OF PEOPLE LLC

By: 
Name: Mary Ann Sigler
Title: Vice President and Treasurer

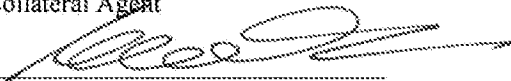
JPAY INC.

By: 
Name: Mary Ann Sigler
Title: Vice President and Treasurer

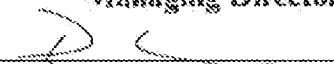
[Signature Page to First Lien Trademark Security Agreement]

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: 

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

By: 

Name: **Dusan Lszefcy**
Title: **Director**

[Signature Page to First Lien Trademark Security Agreement]





SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

US Trademark Registrations

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>
Securus Technologies, Inc.	EVERCOM	2,789,027
	COVERT ALERT	3,581,126
	COVERT ALERT	3,581,128
	COVERT ALERT	3,581,129
	SECURUS	3,169,198
	SECURUS	4,222,412
	SECURUS	4,154,763
	SECURUS	4,154,764
	SECURUS	4,158,414
	SECURUS	4,154,762
	THE MAGIC BOARD	4,242,480
	TEXT2CONNECT	3,921,102
	INSTANT PAY	3,902,253
	PAY NOW	4,035,742
	ConnectUs	4,918,506
	SECURUS	4,644,137
	Securus	4,791,614
	SECURUS TECHNOLOGIES	5,040,657
	Connecting What Matters	3,828,174 (DEAD)
	SERVE AND CONNECT	4,798,392 ¹
	TELEVISIT	3,534,159
	SECURUS ONLINE	5,057,203
	UNIEK	5,152,816
Satellite Tracking of People LLC	VERITRACKS	2,765,152
	VERITRACKS	2,948,635
	SATELLITE TRACKING OF PEOPLE	3,072,326
	BLUTAG	3,169,898
	BluBox	3,379,642
	BluHome	3,446,976
	BLUSCAN	3,603,670
	TRACK THE BODY, NOT THE BOX.	3,640,136
	BLUBAND	3,641,330
	STALKER ALERT	3,898,080
	REMOVING THE ANONYMITY OF CRIME	3,821,192 (Dead)
	LIVE~LIVE	3,599,294 (Dead)

¹ Record owner is "Securus Technologies" without "Inc."

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>
JPAY Inc.	TRACKING SUCCESS	4,564,199
	UTTERBACK'S UTTERINGS	4,567,755
	BLU+	4,643,828
	JP3 and Design	3,929,607
		
	JP4 and Design	4,280,128
		
	JP5 and Design	4,723,627
		
	JP5S and Design	4,723,649
		
	JPAY	4,859,821
	JPAY	2,724,377
	JPAY'S LANTERN	5,027,960

US Trademark Applications

Owner	Trademark	Reg. No. (App No.)	Reg. Date (App. Date)	Status/ Comments
Securus Technologies, Inc.	Threads	86364435	8/12/2014	Suspension Notice dated 06/02/2015
Securus Technologies, Inc.	SPHONE	85902509	04/12/2013	Pending
Securus Technologies, Inc.	RADIUS23	87020593	04/30/2016	Pending ITU
Securus Technologies, Inc.	NG SCP	87394944	03/31/2017	Pending
Securus Technologies, Inc.	NEXTGEN SCP	87394919	03/31/2017	Pending
Securus Technologies, Inc.	SECUREVIEW	87394746	03/31/20147	Pending ITU
Securus Technologies, Inc.	NICE	86349539	07/28/2014	Pending ITU
Satellite Tracking of People LLC	SOBERTRACK	87394784	03/31/2017	Pending ITU