

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM449575

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second 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

<b>Name:</b>	Deutsche Bank AG New York Branch, as Collateral Agent
<b>Street Address:</b>	60 Wall Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10005
<b>Entity Type:</b>	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

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

<b>NAME OF SUBMITTER:</b>	Elaine Carrera
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<b>SIGNATURE:</b>	/Elaine Carrera/
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<b>DATE SIGNED:</b>	11/03/2017
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**Total Attachments: 8**

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## EXECUTION VERSION

### SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND 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 Obligations, each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors 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).

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 accord-

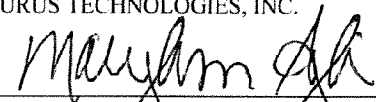
ance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

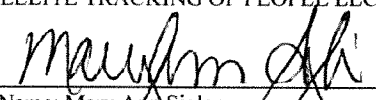
IN WITNESS WHEREOF, each Grantor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

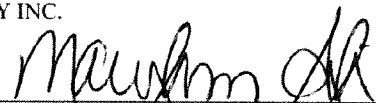
SECURUS TECHNOLOGIES, INC.

h:   
By: \_\_\_\_\_  
Name: Mary Ann Sigler  
Title: Vice President and Treasurer

SATELLITE TRACKING OF PEOPLE LLC

h:   
By: \_\_\_\_\_  
Name: Mary Ann Sigler  
Title: Vice President and Treasurer

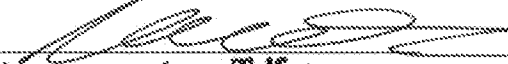
JPAY INC.

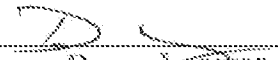
h:   
By: \_\_\_\_\_  
Name: Mary Ann Sigler  
Title: Vice President and Treasurer

[Signature Page to Second 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 Isakovic**  
Title: **Director**

[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006196 FRAME: 0007**

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

<sup>1</sup> Record owner is "Securus Technologies" without "Inc."



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

US Trademark Applications

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