

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM469245

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OPUS BANK		04/09/2018	Commercial Bank:
RECEIVING PARTY DATA			
Name:	CAPITAL FINANCE OPPORTUNITIES 1801C, LLC		
Street Address:	13413 Galleria Circle Q-300		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78738		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4808909	S SENTINEL	
Registration Number:	3748539	RF PATROL	
Registration Number:	3880607	TRAC PATROL	
Registration Number:	3753828	PATROL SUITE	
Registration Number:	3727546	WEB PATROL II	
Registration Number:	3717831	VOICE PATROL	
Registration Number:	3674785	SPEAKER ID	
CORRESPONDENCE DATA			
Fax Number:	2127557306		
<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:	212-326-3939		
Email:	elabarge@jonesday.com		
Correspondent Name:	Dominic J. Yee		
Address Line 1:	250 Vesey Street		
Address Line 2:	Jones Day		
Address Line 4:	New York, NEW YORK 10281		
ATTORNEY DOCKET NUMBER:	418276-600009		
NAME OF SUBMITTER:	Dominic J. Yee		
SIGNATURE:	/Dominic J. Yee/		

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DATE SIGNED:	04/10/2018
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Total Attachments: 9

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ASSIGNMENT OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This ASSIGNMENT OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Assignment of Trademark Security”) is made this 9th day of April, 2018, by and between OPUS BANK, a California commercial bank (“Assignor”) and CAPITAL FINANCE OPPORTUNITIES 1801C, LLC, a Delaware limited liability company (“Successor Assignee”). The Assignor and Successor Assignee are each sometimes referred to herein individually as a “Party” and collectively as the “Parties.” Except as otherwise defined herein, capitalized terms used in this Assignment of Trademark Security shall have the meanings ascribed to them in the Loan Purchase Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 27, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and between Sentinel Offender Services, LLC, a Delaware limited liability company (“Borrower”) and Assignor, Assignor made certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Borrower executed and delivered to Assignor that certain Security Agreement, dated as of April 27, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Borrower executed and delivered to Assignor that certain Trademark Security Agreement dated as of January 31, 2017 and attached hereto as Exhibit 1 (the “Trademark Security Agreement”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 1, 2017 on Reel 005978/Frame 0633; and

WHEREAS, pursuant to that certain Loan Purchase Agreement dated as of March 30, 2018 (the “Loan Purchase Agreement”), Assignor sold, assigned, transferred, set over, conveyed and endorsed to Successor Assignee, its successors and assigns, all of Assignor’s obligations, right, title and interest in and to the Credit Agreement, Security Agreement, and Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor hereby absolutely, irrevocably and unconditionally sells, assigns, transfers, sets over, conveys and endorses to Successor Assignee, its successors and assigns, all of Assignor’s obligations, right, title and interest in and to the Trademark Security Agreement.
2. Each Party agrees that governing law, venue and all legal proceedings concerning the construction, validity, enforcement and interpretation of this Assignment of Trademark Security (whether brought against a Party to this Assignment of Trademark Security or its respective affiliates, directors, officers, stockholders, employees or agents) will be determined in accordance with and subject to Section 10.17 of the Loan Purchase Agreement. This Assignment of Trademark Security is executed and delivered in connection with the Loan Purchase Agreement, and is subject to every agreement,

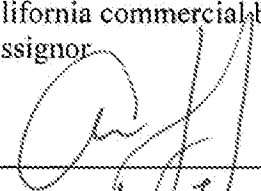
representation, warranty, indemnity, covenant, and provision contained in the Loan Purchase Agreement. In the event of any ambiguity, conflict, or inconsistency between the terms of this Assignment of Trademark Security and the terms of the Loan Purchase Agreement, the terms of the Loan Purchase Agreement, as applicable, will govern and control. This Assignment of Trademark Security may not be supplemented, altered, or modified in any manner except by a writing signed by all Parties hereto. The failure of any Party to enforce any terms or provisions of this Assignment of Trademark Security shall not waive any of its rights under such terms or provisions. This Assignment of Trademark Security shall bind and inure to the benefit of the respective Parties and their respective assigns, transferees and successors.

3. THIS ASSIGNMENT IS MADE WITHOUT RECOURSE OR WARRANTY OF ANY KIND, AND ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER WITH RESPECT TO THE NOTES, THE OBLIGATIONS EVIDENCED BY THE NOTES, THE RELATED DOCUMENTS OR THE COLLATERAL, IF ANY, EXCEPT AS EXPRESSLY PROVIDED UNDER THE LOAN PURCHASE AGREEMENT.
4. This Assignment of Trademark Security may be executed in counterparts, each of which, including those received via facsimile transmission or email (including in PDF format), shall be deemed an original, and all of which shall constitute one and the same Assignment of Trademark Security.

[Signature page follows]

IN WITNESS WHEREOF, each Party hereto has caused this Assignment of Trademark Security to be executed by a duly authorized officer on the dates specified below.

OPUS BANK,
a California commercial bank,
as Assignor.

By:  _____

Name: Andrew Jones

Title: SVP

Date: 9/2/18

[Signature Page to Assignment of Trademark Security]

Acknowledged and accepted by:

CAPITAL FINANCE OPPORTUNITIES

1801C, LLC,

a Delaware limited liability company,

as Successor Assignee

By: _____

Name: Jung Choi_____

Title: Chief Financial Officer_____

Date: _____

EXHIBIT 1

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31st day of January, 2017, by and between the Grantor listed on the signature pages hereof ("Grantor"), and OPUS BANK, a California commercial bank ("Bank").

WITNESSETH

WHEREAS, pursuant to that certain Credit Agreement dated as of April 27, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and between Sentinel Offender Services, LLC, a Delaware limited liability company ("Borrower") and Bank, Bank agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Bank is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Bank that certain Security Agreement, dated as of April 27, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Bank this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Grantor hereby unconditionally grants, assigns, and pledges to Bank to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill

Trademark Security Agreement

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associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS**. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Bank, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. **SECURITY AGREEMENT**. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the Security Interest in the Trademark Collateral 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT**. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Bank with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Bank unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Bank's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS**. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

Trademark Security Agreement

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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

SENTINEL OFFENDER SERVICES, LLC

By: 

Name: Robert Anderson

Title: CEO

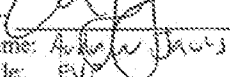
Trademark Security Agreement

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ACCEPTED AND ACKNOWLEDGED BY:

BANK:

OPUS BANK
a California commercial bank

By: 
Name: Arlene Hovis
Title: President

Trademark Security Agreement

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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Registration No.	Filing Date
Sentinel Offender Services, LLC	U.S.A.	S SENTINEL	4809609	January 16, 2013
SENTINEL OFFENDER SERVICES, LLC	U.S.A.	RF PATROL	3748539	February 1, 2009
SENTINEL OFFENDER SERVICES, LLC	U.S.A.	TRAC PATROL	3889607	February 1, 2009
SENTINEL OFFENDER SERVICES, LLC	U.S.A.	PATROL SUITE	3753828	February 1, 2009
SENTINEL OFFENDER SERVICES, LLC	U.S.A.	WEB PATROL II	3727545	February 1, 2009
SENTINEL OFFENDER SERVICES, LLC	U.S.A.	VOICE PATROL	3717831	February 1, 2009
SENTINEL OFFENDER SERVICES, LLC	U.S.A.	SPEAKER ID	3874785	February 1, 2009

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

Trademark Licenses

Trademark Security Agreement

RECORDED: 02/01/2017

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