

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM647012

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplemental Security Agreement
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Advanced Technologies Group, LLC		05/14/2021	Limited Liability Company: MISSOURI
Inmate Calling Solutions, LLC		05/14/2021	Limited Liability Company: CALIFORNIA
Keefe Group, LLC		05/14/2021	Limited Liability Company: MISSOURI

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	6184259	SCORE
Registration Number:	6154477	QWIKCALL
Registration Number:	5146996	
Registration Number:	5152241	MARKET SQUARE BAKERY
Registration Number:	5182722	THE WHOLE SHABANG
Registration Number:	5503536	ACCESSCORRECTIONS.COM
Serial Number:	90639773	SECUREMAIL

CORRESPONDENCE DATA

Fax Number:

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: 212-701-3365
 Email: ECarrera@cahill.com
 Correspondent Name: Elaine Carrera
 Address Line 1: 32 Old Slip

TRADEMARK

Address Line 2: Cahill Gordon & Reindel
Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER: 41260.0373/41260.0374

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 05/14/2021

Total Attachments: 5

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GRANT OF SECURITY INTEREST
IN TRADEMARKS

This Grant of Security Interest in Trademarks, dated as of May 14, 2021 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, this “Agreement”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “Grantors”) in favor of Jefferies Finance LLC, as collateral agent, (the “Collateral Agent”).

THIS GRANT is made to secure the payment or performance, as the case may be, in full of the Secured Obligations, as such term is defined in the First Lien Security Agreement among the Grantors, the other assignors from time to time party thereto and the Collateral Agent, dated as of February 1, 2017 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”).

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, 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

SECTION 2.1 Each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in, all right, title or interest in, to or under any and all of the following assets and properties 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 (collectively, the “Trademark Collateral”); provided that the Trademark Collateral shall not include any Excluded Assets:

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, the goodwill of the business symbolized thereby or associated therewith, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule A attached hereto, (b) all rights and privileges arising under applicable Law with respect to such Grantor’s use of any trademarks, (c) all extensions and renewals thereof and amendments thereto, (d) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including damages, claims and payments for past, present or future infringements or dilutions thereof, (f) all rights to sue for past, present or future infringements or dilutions thereof and (g) all rights corresponding thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof include, any applications in the United States Patent and Trademark Office to register Trademarks or service marks on the basis of any Grantor's "intent to use" such Trademarks or service marks applications unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office(solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" application under applicable federal law) whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral.

SECTION 3. Security Agreement.

This Grant has been granted in conjunction with the security interest granted to the Collateral Agent under the Security Agreement. The rights and remedies of the Collateral Agent with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern,

SECTION 4. Governing Law

THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

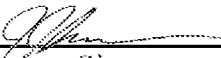
SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first set forth above.

ADVANCED TECHNOLOGIES GROUP,
LLC
INMATE CALLING SOLUTIONS, LLC
KEEFE GROUP, LLC,
as Grantors

By: 
Name: Joshua Siano
Title: Chief Financial Officer

[Signature Page to Supplemental Trademark Security Agreement]


TRADEMARK
REEL: 007294 FRAME: 0081

JEFFERIES FINANCE LLC,
as Collateral Agent

By  _____

Name: John Koehler
Title: Managing Director

Schedule A

Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
Advanced Technologies Group, LLC	SCORE	88853491 03/30/2020	6184259 10/27/2020
Inmate Calling Solutions, LLC DBA ICSolutions	QWIKCALL	88468156 06/11/2019	6154477 09/15/2020
Keefe Group, LLC	SECUREMAIL	90639773 04/12/2021	Pending
Keefe Group, LLC		86249962 04/11/2014	5146996 02/21/2017
Keefe Group, LLC	MARKET SQUARE BAKERY	86813948 11/09/2015	5152241 02/28/2017
Keefe Group, LLC	THE WHOLE SHABANG	86867284 01/06/2016	5182722 04/11/2017
Keefe Group, LLC	ACCESSCORRECTIONS. COM	86908255 02/15/2016	5503536 06/26/2018