

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM649433

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Securus Technologies, LLC		05/20/2021	Limited Liability Company: DELAWARE
JPay LLC		05/20/2021	Limited Liability Company: DELAWARE
Satellite Tracking of People LLC		05/20/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	DEUTSCHE BANK AG NEW YORK BRANCH
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Aktiengesellschaft (Ag): DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	6237108	SECURUS VIDEO CONNECT
Registration Number:	5593426	CONNECTING WHAT MATTERS
Registration Number:	5929883	NG SCP
Registration Number:	6164883	SECURUS GUARD ASSIST
Registration Number:	6201274	SECURUS
Registration Number:	6018783	ADVANCECONNECT
Registration Number:	5563038	SNAP N' SEND
Registration Number:	5683882	JPAY
Registration Number:	6201681	ENROLLINK
Serial Number:	87912551	SECURUS EMESSAGING
Serial Number:	90245209	JP6S

CORRESPONDENCE DATA

Fax Number: 2127289685

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent***TRADEMARK**

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2127288685
Email: ipdept@willkie.com
Correspondent Name: Heather Schneider
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	125195.00001
NAME OF SUBMITTER:	Heather Schneider
SIGNATURE:	/Heather Schneider/
DATE SIGNED:	05/25/2021

Total Attachments: 5

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of May 20, 2021, 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 the 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, LLC

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

JPAY LLC

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

SATELLITE TRACKING OF PEOPLE LLC

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

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

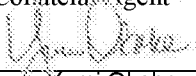
By: _____
Name:
Title:

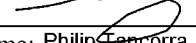
By: _____
Name:
Title:

[Signature Page to First Lien Trademark Security Agreement]

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: 
Name: Yumi Okabe
Title: Vice President
Email: yumi.okabe@db.com
Tel: (212) 250-2966

By: 
Name: Philip Tancorra
Title: Vice President
Email: philip.tancorra@db.com
Tel: 212-250-6576

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Securus Technologies, LLC	6,237,108	Securus Video Connect
Securus Technologies, LLC	5,593,426	CONNECTING WHAT MATTERS
Securus Technologies, LLC	5,929,883	NG SCP
Securus Technologies, LLC	6,164,883	SECURUS GUARD ASSIST
Securus Technologies, LLC	6,201,274	SECURUS
Securus Technologies, LLC	6,018,783	ADVANCECONNECT
Jpay LLC	5,563,038	SNAP N' SEND
Jpay LLC	5,683,882	JPAY
Satellite Tracking of People LLC	6,201,681	ENROLLINK

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Securus Technologies, LLC	87/912,551	SECURUS EMESSAGING
Securus Technologies, LLC	90/245,209	JP6S