

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM753226

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The GEO Group, Inc.		09/02/2022	Corporation: FLORIDA
GEO Reentry Services, LLC		09/02/2022	Limited Liability Company: FLORIDA
GEO Transport, Inc.		09/02/2022	Corporation: FLORIDA
BI Mobile Breath, Inc.	FORMERLY Soberlink, Inc.	09/02/2022	Corporation: DELAWARE
Protocol Criminal Justice, Inc.		09/02/2022	Corporation: FLORIDA
B.I. Incorporated		09/02/2022	Corporation: COLORADO

## RECEIVING PARTY DATA

<b>Name:</b>	Alter Domus Products Corp., as administrative agent
<b>Street Address:</b>	225 W. Washington Street, 9th Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 51

Property Type	Number	Word Mark
Serial Number:	76243395	ACCUTRAX
Serial Number:	87706526	ADAPTIVE FACIAL RECOGNITION
Serial Number:	87706520	AFR
Serial Number:	76523691	BEHAVIORAL INTERVENTIONS
Serial Number:	76417258	BI
Serial Number:	85404475	BI A GEO GROUP COMPANY
Serial Number:	87337362	BI AGENCY ASSIST
Serial Number:	87030717	BI ANALYTICS
Serial Number:	86240956	BI LOC8
Serial Number:	90026311	BI MOBILE
Serial Number:	90054877	BI MOBILE
Serial Number:	86722860	BI SL2
Serial Number:	87874483	BI SL3

TRADEMARK

REEL: 007843 FRAME: 0235

900718072

CH \$1290.00 76243395

Property Type	Number	Word Mark
Serial Number:	87748475	BI SMARTLINK
Serial Number:	77594919	BI TAD
Serial Number:	77221719	BI TOTALACCESS
Serial Number:	76345976	BI VOICEID
Serial Number:	88621233	CEC COMMUNITY EDUCATION CENTERS
Serial Number:	76399311	DRIVE-BI
Serial Number:	87553168	EMBARC COGNITIVE BEHAVIORAL TREATMENT PR
Serial Number:	76515606	EXACUTRACK
Serial Number:	85795171	GEO
Serial Number:	85796871	GEO
Serial Number:	85797378	GEO
Serial Number:	88916084	GEO ACADEMY
Serial Number:	87503468	GEO CARE
Serial Number:	85416556	GEO CARE
Serial Number:	86588744	GEO CARE
Serial Number:	85440063	GEO CONTINUUM OF CARE
Serial Number:	87185111	GEO CONTINUUM OF CARE
Serial Number:	85884080	GEO CORRECTIONS & DETENTION
Serial Number:	85795190	GEO GOING GREEN
Serial Number:	88411724	GEO REENTRY CONNECT
Serial Number:	87663088	GEO REENTRY SERVICES
Serial Number:	88500343	GEO SECURE SERVICES
Serial Number:	88503901	GEO SECURE SERVICES
Serial Number:	85883617	GEO THE GEO GROUP, INC.
Serial Number:	85416282	GEO TRANSPORT
Serial Number:	78683487	GROUPGUARD
Serial Number:	78683491	GROUPGUARD PLUS
Serial Number:	75594440	GUARDCENTER
Serial Number:	75911565	GUARDSERVER
Serial Number:	75912760	HOMEGUARD
Serial Number:	88893289	BI
Serial Number:	86059370	PROTOCOL
Serial Number:	75388252	SOBRIETOR
Serial Number:	85882194	GEO THE GEO GROUP FOUNDATION, INC.
Serial Number:	78307754	THE GEO GROUP, INC.
Serial Number:	86775514	BREAKING THE CYCLE OF RECIDIVISM
Serial Number:	85416560	ABRAXAS A GEO GROUP COMPANY
Serial Number:	74105567	SECON

**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:** 3127018637  
**Email:** IPDocket@mayerbrown.com  
**Correspondent Name:** William R. Siegel, Mayer Brown LLP  
**Address Line 1:** P.O. BOX 2828  
**Address Line 4:** CHICAGO, ILLINOIS 60690-2828

<b>ATTORNEY DOCKET NUMBER:</b>	21682678
<b>NAME OF SUBMITTER:</b>	William R. Siegel
<b>SIGNATURE:</b>	/william r siegel/
<b>DATE SIGNED:</b>	09/02/2022

**Total Attachments: 8**

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of September 2, 2022 (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by The GEO Group, Inc. (“GEO”), GEO Reentry Services, LLC (“Reentry”), GEO Transport, Inc. (“Transport”), BI Mobile Breath (f/k/a Soberlink, Inc.) (“Mobile Breath”), Protocol Criminal Justice, Inc. (“Protocol”) and B.I. Incorporated (“BI”, and together with GEO, Reentry, Transport, Mobile Breath, and Protocol, the “Grantors”, and each a “Grantor”), in favor of Alter Domus Products Corp., as administrative agent for the Secured Parties (in such capacity, the “Administrative Agent”).

WHEREAS, GEO, GEO Corrections Holdings, Inc. (“Corrections”), the Lenders from time to time party thereto and the Administrative Agent have entered into the Credit Agreement, dated as of August 19, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”; all capitalized terms used and not defined herein shall have the meaning given thereto in the Credit Agreement or the applicable Security Document (as defined in the Credit Agreement));

WHEREAS, the Grantors have entered into the Collateral Agreement, dated as of August 19, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among GEO, Corrections, certain subsidiaries of GEO, and the Administrative Agent;

WHEREAS, pursuant to the Collateral Agreement, each of the Grantors has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in and all of such Grantor’s rights in and to the Collateral, including all Copyrights and Copyright Licenses, Patents and Patent Licenses, Trademarks and Trademark Licenses, and other Intellectual Property; and

WHEREAS, pursuant to the Collateral Agreement, each of the Grantors has agreed to execute and deliver this Agreement and such other documents or instruments as the Administrative Agent shall reasonably request.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

1. Grant of Security Interest. Each Grantor hereby grants to the Administrative Agent, for the ratable benefit of itself and the other Secured Parties, to the extent provided in the Collateral Agreement, a security interest and continuing lien on all of such Grantor’s right, title and interest in and to the following, whether now owned or at any time hereafter acquired or arising or wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

(a) all trademarks, rights and interests in trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear,

all registrations and recordings thereof, and all applications in connection therewith anywhere in the world, including, without limitation, those listed on Schedule 1 hereto;

(b) all reissues, extensions, continuations (in whole or in part) and renewals of any of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark;

(d) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing;

(e) the right to sue for past, present and future infringements of any of the foregoing;

(f) all rights corresponding to any of the foregoing throughout the world; and

(g) any agreement now or hereafter in existence, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 1.

2. Recordation. Each Grantor hereby authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Agreement.

3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy or by electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

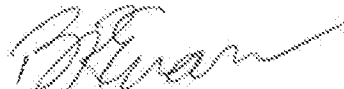
4. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York (including Section 5-1401 and Section 5-1402 of the General Obligations Law of the State of New York), without regard to the conflicts of law provisions of such state.

5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Collateral Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein in their entirety by this reference hereto. In the event that any provisions of this Agreement are in conflict with the Collateral Agreement or the Credit Agreement, the provisions of the Collateral Agreement or the Credit Agreement, as applicable, shall govern.


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IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

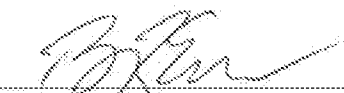
**THE GEO GROUP, INC.**

By:   
Name: Brian R. Evans  
Title: SVP and CFO

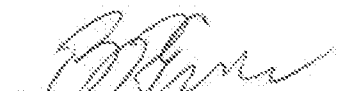
**GEO REENTRY SERVICES, LLC**

By:   
Name: Brian R. Evans  
Title: VP, Finance, CFO

**GEO TRANSPORT, INC.**


By:   
Name: Brian R. Evans  
Title: VP & Treasurer

**B.I. INCORPORATED  
PROTOCOL CRIMINAL JUSTICE, INC.  
BI MOBILE BREATH, INC.**






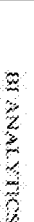




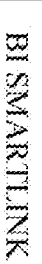
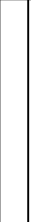
By:   
Name: Brian R. Evans  
Title: V.P. FINANCE

ACKNOWLEDGED AND ACCEPTED:

**ALTER DOMUS PRODUCTS CORP.,**  
as Administrative Agent








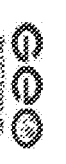






By:   
Name Matthew Trybula  
Title: Associate Counsel




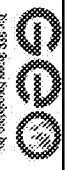
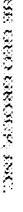
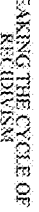

**Schedule 1  
to Trademark Security Agreement**

MARK	DATE FILED	STATUS	APPLICATION #	REGISTRATION DATE	REGISTRATION #	CLASS CODE	OWNER	IMAGE
ACCUTRAX	2001-04-19	Registered	76/243,395	2003-08-26	2756906	9	BI Incorporated	
ADAPTIVE FACIAL RECOGNITION	2017-12-04	Registered	87/706,526	2018-12-25	5636206	9	BI Mobile Breath, Inc.	
AFR	2017-12-04	Registered	87/706,520	2018-08-14	5539316	9	BI Mobile Breath, Inc.	
BEHAVIORAL INTERVENTIONS	2003-06-19	Registered	76/523,691	2004-09-21	2887948	42	BI Incorporated	
BI (LOGO)	2002-06-03	Registered	76/417,258	2003-03-18	2697736	9	BI Incorporated	
BI A GEO GROUP COMPANY (LOGO)	2011-08-23	Registered	85/404,475	2012-07-17	4174328	44,45	BI Incorporated	
BI AGENCY ASSIST	2017-02-15	Registered	87/337362	2017-10-03	5300046	35, 36, 38, 42, 45	BI Incorporated	
BI ANALYTICS	2016-05-10	Registered	87/030,717	2017-10-17	5312551	42	BI Incorporated	
BI LOC8	2014-04-03	Registered	86/240,956	2015-12-01	4863904	9	BI Incorporated	
BI MOBILE	2020-06-29	Registered	90/026311	2021-09-28	6503530	9	BI Incorporated	
BI MOBILE (Stylized)(b&w)	2020-07-15	Registered	90/054877	2021-09-28	6503613	9	BI Incorporated	
BI SL2	2015-08-12	Registered	86/722,860	2016-10-25	5069815	10	BI Incorporated	
BI SL3	2018-04-12	Registered	87/874,483	2020-07-28	6114030	10	BI Incorporated	
BI SMARTLINK	2018-01-09	Registered	87/748475	2018-09-04	5553797	9	BI Incorporated	
BI TAD	2008-10-17	Registered	77/594,919	2010-05-25	3794108	9	BI Incorporated	



MARK	DATE FIED	STATUS	APPLICATION #	REGISTRATION DATE	REGISTRATION #	CLASS CODE	OWNER	IMAGE
								BI TAD
BI TOTAL ACCESS	2007-07-03	Registered	77/221,719	2009-06-02	3632090	42	BI Incorporated	BI TOTAL ACCESS
BI VOICEID	2001-12-06	Registered	76/345,976	2003-03-11	2695057	42	BI Incorporated	BI VOICEID
CEC COMMUNITY EDUCATION CENTERS and Design	2019-09-18	Registered	88/621233	2020-06-02	6071161	41, 44	The GEO Group, Inc.	CEC   Community Education Centers
DRIVE-BI	2002-04-24	Registered	76/399,311	2003-03-11	2695411	9	BI Incorporated	DRIVE-BI
EMBARC COGNITIVE BEHAVIORAL TREATMENT PROGRAM and Design/Logo	2017-08-02	Registered	87/553168	2018-03-13	5422690	44	GEO Re-entry Services, LLC	EMBARC
EXACTTRACK	2003-05-20	Registered	76/515,606	2005-03-22	2935437	9	BI Incorporated	EXACTTRACK
GEO (CONTINENTS)	2012-12-05	Registered	85/795,171	2013-07-23	4371884	35,36,37,42,45	The Geo Group, Inc.	GEO
GEO (UK)	2012-12-06	Registered	85/796,871	2013-08-27	4391246	35,36,37,42,45	The Geo Group, Inc.	GEO
GEO (USA)	2012-12-07	Registered	85/797,378	2015-01-27	4679344	35,36,37,42,45	The Geo Group, Inc.	GEO
GEO ACADEMY and Design	2020-05-14	Registered	88/916084	2021-03-23	6298415	41	The GEO Group, Inc.	GEO Academy
GEO CARE	2017-06-23	Registered	87/503468	2018-02-06	5395028	45	The GEO Group, Inc.	GEO CARE
GEO CARE (1) (LOGO)	2011-09-07	Registered	85/416,556	2012-06-12	4157042	43, 44	The GEO Group, Inc.	GEO CARE
GEO CARE (2) (LOGO)	2015-04-06	Registered	86/588,744	2016-04-12	4938227	43, 44	The Geo Group, Inc.	GEO CARE
GEO CONTINUUM OF CARE	2011-10-05	Registered	85/440,063	2014-01-21	4471328	39,41,43,44,45	The Geo Group, Inc.	GEO CONTINUUM OF CARE

MARK	DATE FILED	STATUS	APPLICATION #	REGISTRATION DATE	REGISTRATION #	CLASS CODE	OWNER	IMAGE
GEO CONTINUUM OF CARE (LOGO)	2016-09-27	Registered	87/185,111	2018-07-31	5530891	39,41,43,44,45	The Geo Group, Inc.	
GEO CORRECTIONS & DETENTION (CONTINENTS) (LOGO)	2013-03-22	Registered	85/884,080	2013-11-12	4432054	35,39	The Geo Group, Inc.	
GEO GOING GREEN	2012-12-05	Registered	85/795,190	2013-08-06	4379416	35,36,37,42,45	The Geo Group, Inc.	
GEO REENTRY CONNECT and Design	2019-05-01	Registered	88/411724	2020-05-19	6056620	35	The GEO Group, Inc.	
GEO REENTRY SERVICES and Design	2017-10-27	Registered	87/663088	2018-06-26	5501566	44	The GEO Group, Inc.	
GEO SECURE SERVICES	2019-07-03	Registered	88/500343	2020-11-24	6206728	35, 39	The GEO Group, Inc.	
GEO SECURE SERVICES and Design	2019-07-08	Registered	88/503901	2020-11-24	6206736	35, 39	The GEO Group, Inc.	
GEO THE GEO GROUP, INC. (LOGO)	2013-03-22	Registered	85/883,617	2013-11-12	4432031	35,36,37,42,45	The Geo Group, Inc.	
GEO TRANSPORT (LOGO)	2011-09-07	Registered	85/416,282	2012-11-13	4240386	39	Geo Transport, Inc.	
GROUPGUARD	2005-08-02	Registered	78/683,487	2008-11-18	3535405	9	B.I. Incorporated	
GROUPGUARD PLUS	2005-08-02	Registered	78/683,491	2007-01-30	3203565	9	B.I. Incorporated	
GUARDCENTER	1998-11-24	Registered	75/594,440	2000-11-21	2407060	42	BI Incorporated	
GUARDSERVER	2000-02-07	Registered	75/911,565	2002-05-28	2574311	9	BI Incorporated	
HOMEGUARD	2000-02-08	Registered	75/912,760	2002-10-08	2633464	9	BI Incorporated	

MARK	DATE FILED	STATUS	APPLICATION #	REGISTRATION DATE	REGISTRATION #	CLASS CODE	OWNER	IMAGE
MISC. DESIGN (BI)	2020-04-29	Registered	88/893289	2020-11-24	6204591	44, 45	BI Incorporated	
PROTOCOL	2013-09-09	Registered	86/059,370	2014-11-11	4635421	35,38	Protocol Criminal Justice, Inc.	
SOBRIETOR	1997-11-12	Registered	75/388,252	2000-01-11	2307826	9	BI Incorporated	
GEO THE GEO GROUP FOUNDATION, INC. and Design/Logo	2013-03-21	Registered	85/882194	2018-10-09	5577871	36	The GEO Group, Inc.	
THE GEO GROUP, INC.	2003-09-30	Registered	78/307,754	2007-08-07	3276095	35,36,37,42	The Geo Group, Inc.	
BREAKING THE CYCLE OF RECIDIVISM	2015-10-01	Registered	86/775,514	2016-06-21	4982630	41,44,45	The GEO Group, Inc.	
ABRAXAS A GEO GROUP COMPANY	2011-09-07	Registered	85/416,560	2012-06-12	4157043	43,44	The GEO Group, Inc.	
SECON	1990-10-09	Registered	74/105,567	1992-03-03	1677986	42	The GEO Group, Inc.	