

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM832209

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AVENTIV TECHNOLOGIES, LLC		08/04/2023	Limited Liability Company: TEXAS
SECURUS TECHNOLOGIES, LLC		08/04/2023	Limited Liability Company: TEXAS
JPAY LLC		08/04/2023	Limited Liability Company: FLORIDA
SATELLITE TRACKING OF PEOPLE LLC		08/04/2023	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch		
Street Address:	1 Columbus Circle		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Corporation: GERMANY		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	6053084	AVENTIV	
Registration Number:	6608928	AVENTIV	
Registration Number:	6608929	AVENTIV	
Registration Number:	6887435	AVENTIV TECHNOLOGIES	
Registration Number:	7062946	AVENTIV TECHNOLOGIES	
Registration Number:	6646963	PAYSUPREME	
Registration Number:	6365150	SECURUS VRS	
Registration Number:	6655871	NEXTGEN SCP	
Registration Number:	6784325	SECURUS TECHNOLOGIES	
Registration Number:	6798156	DMC	
Registration Number:	6809171	SECURUS TECHNOLOGIES	
Registration Number:	7047321	SECURUS TEXT CONNECT	
Serial Number:	90723853	SECURUS INBOUND CONNECT	
Serial Number:	90723815	SECURUS TECHNOLOGIES WORD ALERT	
		TRADEMARK	

Property Type	Number	Word Mark
Serial Number:	86364435	THREADS
Serial Number:	85902509	SPHONE
Serial Number:	87394746	SECUREVIEW
Serial Number:	87394784	SOBERTRACK
Serial Number:	87912551	SECURUS EMESSAGING
Serial Number:	90245209	JP6S

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: 212-728-8000
Email: ipdept@willkie.com
Correspondent Name: Spencer Simon
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	116413.00106
NAME OF SUBMITTER:	Spencer Simon
SIGNATURE:	/Spencer Simon/
DATE SIGNED:	08/15/2023

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of August 4, 2023, made by the 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 Second Lien Security Agreement dated as of November 1, 2017 (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 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. This Trademark Security Agreement shall become effective when a counterpart hereof executed by the Grantor shall have been received by the Collateral Agent. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by email (e.g., “pdf” or “tiff”) or telecopy shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

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 pages follow]

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,

AVENTIV TECHNOLOGIES, LLC

By: Mary Ann Sigler
Name: Mary Ann Sigler
Title: Vice President & Treasurer

CPS

SECURUS TECHNOLOGIES, LLC

By: Mary Ann Sigler
Name: Mary Ann Sigler
Title: Vice President & Treasurer

CPS

JPAY LLC

By: Mary Ann Sigler
Name: Mary Ann Sigler
Title: Vice President & Treasurer

CPS

SATELLITE TRACKING OF PEOPLE LLC

By: Mary Ann Sigler
Name: Mary Ann Sigler
Title: Vice President & Treasurer

CPS

{Signature Page to Second Lien Trademark Security Agreement}

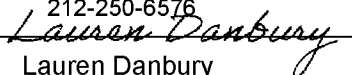
Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: _____


Name: Philip Tancorra
Title: Director
philip.tancorra@db.com
212-250-6576

By: _____


Name: Lauren Danbury
Title: Vice President

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 008168 FRAME: 0947

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Aventiv Technologies, LLC	6,053,084	AVENTIV
	6,608,928	AVENTIV
	6,608,929	AVENTIV
	6,887,435	AVENTIV TECHNOLOGIES
	7,062,946	AVENTIV TECHNOLOGIES
JPAY LLC	6,646,963	PAYSUPREME
Securus Technologies, LLC	6,365,150	SECURUS VRS
	6,655,871	NEXTGEN SCP
	6,784,325	Securus Technologies-logo
	6,798,156	DMC
	6,809,171	Securus Technologies-logo
	7,047,321	SECURUS TEXT CONNECT

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Securus Technologies, LLC	90/ 723,853	SECURUS INBOUND CONNECT
	90/723,815	SECURUS TECHNOLOGIES WORD ALERT

2017 IPSA Trademark Applications Approved as Registrations:

OWNER	MARK	APPLICATION NUMBER	REGISTRATION NUMBER
Securus Technologies, LLC	Threads	86/364,435	5,724,498
	SPHONE	85/902,509	5,251,406
	SECUREVIEW	87/394,746	5,662,123
Satellite Tracking of People LLC	SOBERTRACK	87/394,784	5,520,547

2021 IPSA Trademark Applications Approved as Registrations:

OWNER	MARK	APPLICATION NUMBER	REGISTRATION NUMBER
Securus Technologies, LLC	SECURUS EMESSAGING	87/912,551	6,335,451
	JP6S	90/245,209	6,610,961