

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM856539

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900795534

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AVENTIV TECHNOLOGIES, LLC		06/26/2023	Limited Liability Company: TEXAS
JPAY LLC		06/26/2023	Limited Liability Company: FLORIDA
SATELLITE TRACKING OF PEOPLE LLC		06/26/2023	Limited Liability Company: TEXAS
SECURUS TECHNOLOGIES, LLC		06/26/2023	Limited Liability Company: TEXAS
ALLPAID, INC.		06/26/2023	Corporation: INDIANA

RECEIVING PARTY DATA

Name:	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
Street Address:	2 N. LaSalle Street
Internal Address:	Suite 700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60602
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 75

Property Type	Number	Word Mark
Registration Number:	2789027	EVERCOM
Registration Number:	3581126	COVERT ALERT
Registration Number:	3581128	COVERT ALERT
Registration Number:	3581129	COVERT ALERT
Registration Number:	3169198	SECURUS
Registration Number:	4222412	SECURUS
Registration Number:	4154763	SECURUS
Registration Number:	4154764	SECURUS
Registration Number:	4158414	SECURUS
Registration Number:	4154762	SECURUS
Registration Number:	6201274	SECURUS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3902253	INSTANT PAY
Registration Number:	6655871	NEXTGEN SCP
Registration Number:	5724498	THREADS
Registration Number:	4918506	CONNECTUS
Registration Number:	4644137	SECURUS
Registration Number:	4791614	SECURUS
Registration Number:	5040657	SECURUS TECHNOLOGIES
Registration Number:	5593426	CONNECTING WHAT MATTERS
Registration Number:	5662123	SECUREVIEW
Registration Number:	3534159	TELEVISIT
Registration Number:	5057203	SECURUS ONLINE
Registration Number:	5152816	UNIEK
Registration Number:	6237108	SECURUS VIDEO CONNECT
Registration Number:	5929883	NG SCP
Registration Number:	6335451	SECURUS EMESSAGING
Registration Number:	6798156	DMC
Registration Number:	6164883	SECURUS GUARD ASSIST
Registration Number:	6365150	SECURUS VRS
Registration Number:	6018783	ADVANCECONNECT
Registration Number:	6610961	JP6S
Registration Number:	5251406	SPHONE
Registration Number:	7047321	SECURUS TEXT CONNECT
Registration Number:	6809171	SECURUS TECHNOLOGIES
Registration Number:	6784325	SECURUS TECHNOLOGIES
Registration Number:	2765152	VERITRACKS
Registration Number:	2948635	VERITRACKS
Registration Number:	3072326	SATELLITE TRACKING OF PEOPLE
Registration Number:	3169898	BLUTAG
Registration Number:	5520547	SOBERTRACK
Registration Number:	3446976	BLUHOME
Registration Number:	3603670	BLUSCAN
Registration Number:	6201681	ENROLLINK
Registration Number:	3641330	BLUBAND
Registration Number:	3898080	STALKER ALERT
Registration Number:	4643828	BLU+
Registration Number:	3955981	GOVPAYNET THE SIMPLE WAY TO PAY
Registration Number:	4054049	GOV\$WIPE
Registration Number:	4124959	GOVPAYNET

Property Type	Number	Word Mark
Registration Number:	4507437	WARRANTRAK
Registration Number:	5115286	CONNEXYOURGOV
Registration Number:	5998568	ALLPAID
Registration Number:	6349463	ALLPAID EXCHANGE
Registration Number:	6514043	ALLPAID
Registration Number:	5683882	JPAY
Registration Number:	5563038	SNAP N' SEND
Registration Number:	4723627	JP5
Registration Number:	4723649	JP5S
Registration Number:	4859821	JPAY
Registration Number:	2724377	JPAY
Registration Number:	5027960	JPAY'S LANTERN
Registration Number:	6646963	PAYSUPREME
Registration Number:	6053084	AVENTIV
Registration Number:	6608928	AVENTIV
Registration Number:	6608929	AVENTIV
Registration Number:	6887435	AVENTIV TECHNOLOGIES
Serial Number:	90723815	SECURUS TECHNOLOGIES WORD ALERT
Serial Number:	90723853	SECURUS INBOUND CONNECT
Serial Number:	97332209	SECURUS INSIGHTS 2 PERFORMANCE
Serial Number:	97332227	SECURUSI2P
Serial Number:	87394919	NEXTGEN SCP
Serial Number:	97331925	SECURUS MONITORING
Serial Number:	90269600	PAYPREMIER
Serial Number:	90725323	AVENTIV TECHNOLOGIES
Serial Number:	90725334	AVENTIV TECHNOLOGIES

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:	11/28/2023
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Total Attachments: 7

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NOTES TRADEMARK SECURITY AGREEMENT

NOTES TRADEMARK SECURITY AGREEMENT, dated as of June 26, 2023, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., in its capacity as Notes Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Notes Security Agreement, dated as of June 26, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Notes Collateral Agent pursuant to which the Grantors are required to execute and deliver this Notes Trademark Security Agreement; and

WHEREAS, Aventiv Technologies, LLC, a Delaware limited liability company (the “Issuer”), the Guarantors (as defined in the Indenture (as defined below)) from time to time party thereto, the Notes Collateral Agent and The Bank of New York Mellon Trust Company, N.A., as trustee, are party to that certain Indenture, dated as of June 26, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), pursuant to which the Issuer has issued \$15,000,000 aggregate principal amount of 11.00%/11.50% Senior Secured Notes due 2024.

NOW, THEREFORE, in consideration of the premises, the Grantors hereby agree with the Notes 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. Each Grantor hereby pledges and grants to the Notes Collateral Agent for the benefit of the 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 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”).

SECTION 3. Security Agreement. The security interest granted pursuant to this Notes Trademark Security Agreement is granted in conjunction with the security interest granted to the Notes Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Notes 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 Notes 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 Notes Collateral Agent, at the sole cost and expense of the Grantors, 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 Notes Trademark Security Agreement.

SECTION 5. Counterparts. This Notes 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 Notes Trademark Security Agreement by signing and delivering one or more counterparts. The provisions relating to electronic signatures in Section 13.11 of the Indenture are incorporated herein *mutatis mutandis*.

SECTION 6. Governing Law. This Notes Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Notes 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.

SECTION 7. Concerning the Notes Collateral Agent. The Bank of New York Mellon Trust Company, N.A. is entering into this Notes Trademark Security Agreement solely in its capacity as Notes Collateral Agent under the Indenture and shall be entitled to all of the rights, privileges and immunities granted to the Notes Collateral Agent under the Indenture as if such rights, privileges and immunities were set forth herein. The recitals contained herein shall be taken as the statements of the Grantors hereto and the Notes Collateral Agent assumes no responsibility for their correctness. The Notes Collateral Agent makes no representation as to the validity or sufficiency of this Notes Trademark Security Agreement.

SECTION 8. Intercreditor Agreements. This Notes Trademark Security Agreement is subject to the terms and conditions set forth in the Intercreditor Agreements in all respects and, in the event of any conflict between the terms of any Intercreditor Agreement and this Notes Trademark Security Agreement, the terms of such Intercreditor Agreement applicable, shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Notes Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ALLPAID, INC., as a Grantor

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

AVENTIV TECHNOLOGIES, LLC, as a Grantor

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

JPAY LLC, as a Grantor

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

SATELLITE TRACKING OF PEOPLE LLC, as a Grantor

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

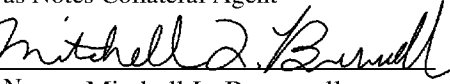
SECURUS TECHNOLOGIES, LLC, as a Grantor

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

[Signature Page to Notes Trademark Security Agreement]

Accepted and Agreed to:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Notes Collateral Agent

By: 

Name: Mitchell L. Brumwell
Title: Vice President


[Signature Page to Notes Trademark Security Agreement]


TRADEMARK
REEL: 008270 FRAME: 0838

SCHEDULE I
to
NOTES TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>
Securus Technologies, LLC	EVERCOM	2,789,027
	COVERT ALERT	3,581,126
	COVERT ALERT	3,581,128
	COVERT ALERT	3,581,129
	SECURUS	3,169,198
	SECURUS	4,222,412
	SECURUS	4,154,763
	SECURUS	4,154,764
	SECURUS	4,158,414
	SECURUS	4,154,762
	SECURUS	6,201,274
	INSTANT PAY	3,902,253
	NEXTGEN SCP	6,655,871
	Threads	5,724,498
	ConnectUs	4,918,506
	SECURUS	4,644,137
	SECURUS	4,791,614
	SECURUS TECHNOLOGIES	5,040,657
	Connecting What Matters	5,593,426
	SecureView	5,662,123
	TELEVISIT	3,534,159
	Securus Online	5,057,203
	UNIEK	5,152,816
	SECURUS VIDEO CONNECT	6,237,108
	NG SCP	5,929,883
	SECURUS EMESSAGING	6,335,451
	DMC	6,798,156
	SECURUS GUARD ASSIST	6,164,883
	SECURUS VRS	6,365,150
	AdvanceConnect	6,018,783
JP6S	6,610,961	
sPhone	5,251,406	

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>
	SECURUS TEXT CONNECT	7,047,321
	Securus Technologies-logo	6,809,171
	Securus Technologies-logo	6,784,325
Satellite Tracking of People, LLC	VERITRACKS	2,765,152
	VERITRACKS	2,948,635
	SATELLITE TRACKING OF PEOPLE	3,072,326
	BLUTAG	3,169,898
	SOBERTRACK	5,520,547
	BluHome	3,446,976
	BLUSCAN	3,603,670
	ENROLLINK	6,201,681
	BLUBAND	3,641,330
	STALKER ALERT	3,898,080
	BLU+	4,643,828
AllPaid, Inc.	GOVPAYNET THE SIMPLE WAY TO PAY	3,955,981
	GOV\$WIPE	4,054,049
	GOVPAYNET	4,124,959
	WARRANTRAK	4,507,437
	CONNEXYOURGOV	5,115,286
	ALLPAID	5,998,568
	ALLPAID EXCHANGE	6,349,463
	ALLPAID logo	6,514,043
JPAY LLC	JPAY (Design)	5,683,882
	SNAP N' SEND	5,563,038
	JP5 and Design 	4,723,627
	JP5S and Design	4,723,649

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>
		
	JPAY	4,859,821
	JPAY	2,724,377
	JPAY'S LANTERN	5,027,960
	PAYSUPREME	6,646,963
Aventiv Technologies, LLC	AVENTIV	6,053,084
	AVENTIV	6,608,928
	AVENTIV	6,608,929
	AVENTIV TECHNOLOGIES	6,887,435

Trademark Applications:

<u>Owner</u>	<u>Trademark</u>	<u>Reg. No.</u> <u>(App No.)</u>
Securus Technologies, LLC	SECURUS TECHNOLOGIES WORD ALERT	90723815
	SECURUS INBOUND CONNECT	90723853
	SECURUS INSIGHTS 2 PERFORMANCE	97332209
	SECURUSI2P	97332227
	SECURUS TEXT CONNECT	97331860
	NEXT GEN SCP	87394919
Satellite Tracking of People LLC	SECURUS MONITORING	97331925
JPAY LLC	PAYPREMIER	90269600
Aventiv Technologies, LLC	AVENTIV TECHNOLOGIES	90725323
	AVENTIV TECHNOLOGIES	90725334