

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM866009

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Priority First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Securus Technologies, LLC		12/29/2023	Limited Liability Company: DELAWARE
Satellite Tracking of People LLC		12/29/2023	Limited Liability Company: DELAWARE
AllPaid, Inc.		12/29/2023	Corporation: DELAWARE
Aventiv Technologies, LLC		12/29/2023	Limited Liability Company: DELAWARE
JPAY LLC		12/29/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch, as Collateral Agent		
Street Address:	One Columbus Circle		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: 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	
Registration Number:	3902253	INSTANT PAY	
Registration Number:	6655871	NEXTGEN SCP	

OP \$1890.00 2789027

Property Type	Number	Word Mark
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:	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:	7102794	SECURUS TECHNOLOGIES WORD ALERT
Registration Number:	7116067	SECURUS INBOUND CONNECT
Registration Number:	2167951	JOBVIEW
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:	7167130	SECURUS MONITORING
Registration Number:	3955981	GOVPAYNET THE SIMPLE WAY TO PAY
Registration Number:	4054049	GOV\$WIPE

Property Type	Number	Word Mark
Registration Number:	4124959	GOVPAYNET
Registration Number:	4507437	WARRANTRAK
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
Registration Number:	7062946	AVENTIV TECHNOLOGIES
Registration Number:	7237049	AVENTIV TECHNOLOGIES
Serial Number:	97332209	SECURUS INSIGHTS 2 PERFORMANCE
Serial Number:	97332227	SECURUSI2P
Serial Number:	87394919	NEXTGEN SCP
Serial Number:	98122843	THREADS
Serial Number:	90269600	PAYPREMIER

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Doris Ka

SIGNATURE: /Doris Ka/

DATE SIGNED: 01/05/2024

Total Attachments: 9

source=06. Aventiv - Priority First Lien Trademark Security Agreement [Executed]#page1.tif
source=06. Aventiv - Priority First Lien Trademark Security Agreement [Executed]#page2.tif
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Securus Technologies, LLC
Limited Liability Company - Delaware
- 2. Satellite Tracking of People LLC
Limited Liability Company - Delaware
- 3. AllPaid, Inc.
Corporation - Delaware
- 4. Aventiv Technologies, LLC
Limited Liability Company - Delaware
- 5. JPAY LLC
Limited Liability Company - Delaware

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 29, 2023

- Assignment Merger
- Security Agreement Change of Name
- Other Priority First Lien Trademark Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Deutsche Bank AG New York Branch,
as Collateral Agent

Street Address: One Columbus Circle

City: New York

State: NY

Country: USA Zip: 10019

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
see attached Schedule I

B. Trademark Registration No.(s)
see attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: Aventiv (05501.0591 1L)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved: 76

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Doris Ka

Signature

January 2, 2024

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

PRIORITY FIRST LIEN TRADEMARK SECURITY AGREEMENT

PRIORITY FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of December 29, 2023, 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 Priority First Lien 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 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. 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. Delivery by the Collateral Agent of an executed counterpart of a signature page of this Trademark Security Agreement by telecopy, emailed pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed signature page of this Trademark Security Agreement. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to any document to be signed in connection

with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

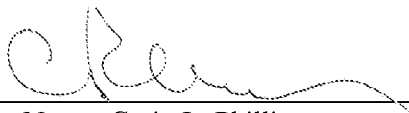
SECTION 5. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed 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]

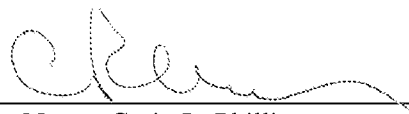
IN WITNESS WHEREOF, each Grantor has caused this Priority First Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

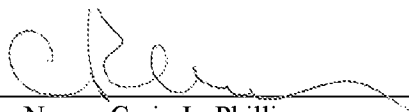
AVENTIV TECHNOLOGIES, LLC

By: 
Name: Craig L. Phillips
Title: Chief Financial Officer

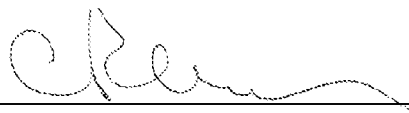
SECURUS TECHNOLOGIES, LLC

By: 
Name: Craig L. Phillips
Title: Chief Financial Officer

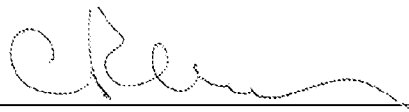
SATELLITE TRACKING OF PEOPLE LLC

By: 
Name: Craig L. Phillips
Title: Chief Financial Officer

JPAY LLC


By: 
Name: Craig L. Phillips
Title: Chief Financial Officer

ALLPAID, INC.

By: 
Name: Craig L. Phillips
Title: Chief Financial Officer

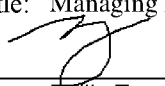
Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By:  _____

Name: Manfred Affenzeller

Title: Managing Director

By:  _____

Name: Philip Tancorra

Title: Director

philip.tancorra@db.com



212-250-6576

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Securus Technologies, LLC	2789027	EVERCOM
	3581126	COVERT ALERT
	3581128	COVERT ALERT
	3581129	COVERT ALERT
	3169198	SECURUS
	4222412	SECURUS
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	6655871	NEXTGEN SCP
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	4644137	SECURUS
	4791614	SECURUS
	5040657	SECURUS TECHNOLOGIES
	5593426	Connecting What Matters
	5662123	SecureView
3534159	TELEVISIT	
5057203	Securus Online	

	6237108	SECURUS VIDEO CONNECT
	5929883	NG SCP
	6335451	SECURUS EMESSAGING
	6798156	DMC
	6164883	SECURUS GUARD ASSIST
	6365150	SECURUS VRS
	6018783	AdvanceConnect
	6610961	JP6S
	87394919	NEXT GEN SCP
	5251406	sPhone
	7047321	SECURUS TEXT CONNECT
	6809171	Securus Technologies-logo
	6784325	Securus Technologies-logo
	7102794	SECURUS TECHNOLOGIES WORD ALERT
	7116067	SECURUS INBOUND CONNECT
	2167951	JOBVIEW
Satellite Tracking of People LLC	2765152	VERITRACKS
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	3072326	SATELLITE TRACKING OF PEOPLE
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	5520547	SOBERTRACK
	3446976	BluHome
	3603670	BLUSCAN
	6201681	ENROLLINK
	3641330	BLUBAND

	3898080	STALKER ALERT
	4643828	BLU+
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	4124959	GOVPAYNET
	4507437	WARRANTRAK
	5998568	ALLPAID
	6349463	ALLPAID EXCHANGE
	6514043	ALLPAID logo
JPAY LLC	5683882	JPAY (Design)
	5563038	SNAP N' SEND
	4723627	JP5 and Design 
	4,723,649	JP5S and Design 
	4859821	JPAY
	2724377	JPAY
	5027960	JPAY'S LANTERN
	6646963	PAYSUPREME
Aventiv Technologies, LLC	6053084	AVENTIV
	6608928	AVENTIV
	6608929	AVENTIV

	6887435	AVENTIV TECHNOLOGIES
	7062946	AVENTIV TECHNOLOGIES
	7237049	AVENTIV TECHNOLOGIES

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Securus Technologies, LLC	97332209	SECURUS INSIGHTS 2 PERFORMANCE
	97332227	SECURUSI2P
	87394919	NEXT GEN SCP
	98122843	THREADS
JPAY LLC	90269600	PAYPREMIER