

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM873158

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Priority Second Lien Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
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
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Savings Fund Society, FSB as Collateral Agent		
<b>Street Address:</b>	500 Delaware Avenue, 11th Floor		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 75</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2789027	EVERCOM	
<b>Registration Number:</b>	3581126	COVERT ALERT	
<b>Registration Number:</b>	3581128	COVERT ALERT	
<b>Registration Number:</b>	3581129	COVERT ALERT	
<b>Registration Number:</b>	3169198	SECURUS	
<b>Registration Number:</b>	4222412	SECURUS	
<b>Registration Number:</b>	4154763	SECURUS	
<b>Registration Number:</b>	4154764	SECURUS	
<b>Registration Number:</b>	4158414	SECURUS	
<b>Registration Number:</b>	4154762	SECURUS	
<b>Registration Number:</b>	6201274	SECURUS	
<b>Registration Number:</b>	3902253	INSTANT PAY	
<b>Registration Number:</b>	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
Serial Number:	87394919	NEXTGEN SCP
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

Property Type	Number	Word Mark
Registration Number:	4054049	GOV\$WIPE
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:	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

<b>NAME OF SUBMITTER:</b>	Doris Ka
<b>SIGNATURE:</b>	/Doris Ka/
<b>DATE SIGNED:</b>	02/01/2024

**Total Attachments: 9**

source=20. Aventiv - Priority Second Lien Trademark Security Agreement [Executed]#page1.tif  
source=20. Aventiv - Priority Second Lien Trademark Security Agreement [Executed]#page2.tif  
source=20. Aventiv - Priority Second Lien Trademark Security Agreement [Executed]#page3.tif  
source=20. Aventiv - Priority Second Lien Trademark Security Agreement [Executed]#page4.tif  
source=20. Aventiv - Priority Second Lien Trademark Security Agreement [Executed]#page5.tif  
source=20. Aventiv - Priority Second Lien Trademark Security Agreement [Executed]#page6.tif  
source=20. Aventiv - Priority Second Lien Trademark Security Agreement [Executed]#page7.tif  
source=20. Aventiv - Priority Second Lien Trademark Security Agreement [Executed]#page8.tif  
source=20. Aventiv - Priority Second Lien Trademark Security Agreement [Executed]#page9.tif

### 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 Second Lien Trademark Security Agreement

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Wilmington Savings Fund Society, FSB  
as Collateral Agent

Street Address: 500 Delaware Avenue, 11th Floor

City: Wilmington

State: DE

Country: USA Zip: 19801

- 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 2L)

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

February 1, 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 SECOND LIEN TRADEMARK SECURITY AGREEMENT

PRIORITY SECOND 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 WILMINGTON SAVINGS FUND SOCIETY, FSB, 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 Second 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 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 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. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States

Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Trademarks and any other government officials record this Trademark Security Agreement.

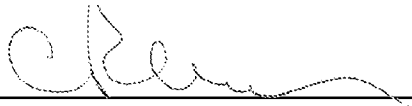
SECTION 7. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed 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]

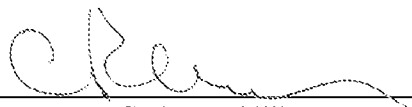
**IN WITNESS WHEREOF**, each Grantor has caused this Priority Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

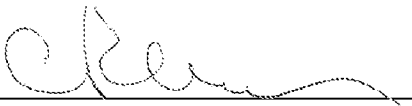
**AVENTIV TECHNOLOGIES, LLC**

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

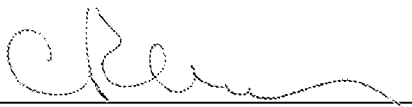
**SECURUS TECHNOLOGIES, LLC**

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



IN WITNESS WHEREOF, each Grantor has caused this Priority 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,

SECURUS TECHNOLOGIES, LLC

By: \_\_\_\_\_  
Name:  
Title:

SATELLITE TRACKING OF PEOPLE LLC

By: \_\_\_\_\_  
Name:  
Title:

ALLPAID, INC.

By: \_\_\_\_\_  
Name:  
Title:

JPAY LLC

By: \_\_\_\_\_  
Name:  
Title:

AVENTIV TECHNOLOGIES, LLC

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

WILMINGTON SAVINGS FUND SOCIETY, FSB,  
as Collateral Agent

By: Samuel Fatoki  
Name: Samuel Fatoki  
Title: AVP Relationship Manager

[Signature Page to Priority Second Lien Trademark Security Agreement]



**TRADEMARK**  
**REEL: 008335 FRAME: 0659**

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

**Trademark Registrations:**

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
Securus Technologies, LLC	2789027	<b>EVERCOM</b>
	3581126	<b>COVERT ALERT</b>
	3581128	<b>COVERT ALERT</b>
	3581129	<b>COVERT ALERT</b>
	3169198	<b>SECURUS</b>
	4222412	<b>SECURUS</b>
	4154763	<b>SECURUS</b>
	4154764	<b>SECURUS</b>
	4158414	<b>SECURUS</b>
	4154762	<b>SECURUS</b>
	6201274	<b>SECURUS</b>
	3902253	<b>INSTANT PAY</b>
	6655871	<b>NEXTGEN SCP</b>
	5724498	<b>Threads</b>
	4918506	<b>ConnectUs</b>
	4644137	<b>SECURUS</b>
	4791614	<b>SECURUS</b>
	5040657	<b>SECURUS TECHNOLOGIES</b>
	5593426	<b>Connecting What Matters</b>
	5662123	<b>SecureView</b>
3534159	<b>TELEVISIT</b>	

	5057203	<b>Securus Online</b>
	6237108	<b>SECURUS VIDEO CONNECT</b>
	5929883	<b>NG SCP</b>
	6335451	<b>SECURUS EMESSAGING</b>
	6798156	<b>DMC</b>
	6164883	<b>SECURUS GUARD ASSIST</b>
	6365150	<b>SECURUS VRS</b>
	6018783	<b>AdvanceConnect</b>
	6610961	<b>JP6S</b>
	87394919	<b>NEXT GEN SCP</b>
	5251406	<b>sPhone</b>
	7047321	<b>SECURUS TEXT CONNECT</b>
	6809171	<b>Securus Technologies-logo</b>
	6784325	<b>Securus Technologies-logo</b>
	7102794	<b>SECURUS TECHNOLOGIES WORD ALERT</b>
	7116067	<b>SECURUS INBOUND CONNECT</b>
	2167951	<b>JOBVIEW</b>
Satellite Tracking of People LLC	2765152	<b>VERITRACKS</b>
	2948635	<b>VERITRACKS</b>
	3072326	<b>SATELLITE TRACKING OF PEOPLE</b>
	3,169,898	<b>BLUTAG</b>
	5520547	<b>SOBERTRACK</b>
	3446976	<b>BluHome</b>
	3603670	<b>BLUSCAN</b>

	6201681	<b>ENROLLINK</b>
	3641330	<b>BLUBAND</b>
	3898080	<b>STALKER ALERT</b>
	4643828	<b>BLU+</b>
	7167130	<b>SECURUS MONITORING</b>
AllPaid, Inc.	3955981	<b>GOVPAYNET THE SIMPLE WAY TO PAY</b>
	4054049	<b>GOVSWIPE</b>
	4124959	<b>GOVPAYNET</b>
	4507437	<b>WARRANTRAK</b>
	5998568	<b>ALLPAID</b>
	6349463	<b>ALLPAID EXCHANGE</b>
	6514043	<b>ALLPAID logo</b>
JPAY LLC	5683882	JPAY (Design)
	5563038	<b>SNAP N' SEND</b>
	4723627	<b>JP5 and Design</b> 
	4,723,649	<b>JP5S and Design</b> 
	4859821	<b>JPAY</b>
	2724377	<b>JPAY</b>
	5027960	<b>JPAY'S LANTERN</b>
	6646963	<b>PAYSUPREME</b>

Aventiv Technologies, LLC	6053084	<b>AVENTIV</b>
	6608928	<b>AVENTIV</b>
	6608929	<b>AVENTIV</b>
	6887435	<b>AVENTIV TECHNOLOGIES</b>
	7062946	<b>AVENTIV TECHNOLOGIES</b>
	7237049	<b>AVENTIV TECHNOLOGIES</b>

**Trademark Applications:**

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