

14863-00030

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9-27-99

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09-29-1999



To the Honorable Commissioner of Patents and Trademarks

of original documents or copy thereof.

1. Name of conveying party(ies):

101157656

Name of receiving party(ies):

T-NETIX, Inc.
67 Inverness Drive East
Englewood, Colorado 80112

Name: Bank One, Colorado, NA, as Agent

Internal Address: 1125 17th Street

Street Address: Denver, Colorado 80202

City: _____ State: _____ ZIP: _____

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____

Other National banking association

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)
Additional name(s) & address(es) attached? Yes No

Additional names(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 9/9/99

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

(75/002,009)
75/247,763
75/523,059

B. Trademark Registration No.(s)

1,537,607 2,194,830
1,783,893 2,194,832
1,810,510 2,216,903

Additional numbers attached? Yes No

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

Name: Sue Dickinson, Sr. Legal Asst.

Internal Address: Holme Roberts & Owen LLP

Street Address: 1700 Lincoln, Suite 4100

City: Denver State: CO ZIP: 80203

6. Total number of applications and registrations involved:.....

9

7. Total fee (37 CFR 3.41):.....\$ 240

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

09/28/1999 MTHAI1 00000297 75002009

01 FC:481 40.00 DP
02 FC:482 200.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Sue Dickinson, Sr. Legal Asst.

Name of Person Signing

Sue Dickinson

Signature

9/21/99

Date

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

17

TRADEMARK

REEL: 001967 FRAME: 0031

ATTACHMENT TO
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

CONVEYING PARTIES (CONTINUED):

Gateway Technologies, Inc.
1544 Valwood Pkwy
Carrollton, Texas 75006

T-NETIX Monitoring, Inc.
67 Inverness Drive East
Englewood, CO 80112

SpeakEZ, Inc.
67 Inverness Drive, East
Englewood, CO 80112

T-NETIX JMS Corporation
67 Inverness Drive, East
Englewood, CO 80112

PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of September 9, 1999, is made by and between T-NETIX, INC., a Colorado corporation, whose address and principal place of business is 67 Inverness Drive East, Englewood, Colorado 80112 (the "Borrower"), GATEWAY TECHNOLOGIES, INC., a Texas corporation whose address and principal place of business is 1544 Valwood Parkway, Carrollton, Texas 75006 ("Gateway"), T-NETIX MONITORING, INC., a Colorado corporation whose address and principal place of business is 67 Inverness Drive East, Englewood, Colorado 80112 ("Monitoring"), SPEAKEZ, INC., a Colorado corporation whose address and principal place of business is 67 Inverness Drive East, Englewood, Colorado 80112 ("SpeakeZ") and T-NETIX JMS CORPORATION, a Colorado corporation, whose address and principal place of business is 67 Inverness Drive East, Englewood, Colorado 80112 ("T-NETIX JMS") (Borrower, Gateway, Monitoring, SpeakeZ and T-NETIX JMS are referred to herein collectively as "Debtors"), and BANK ONE, COLORADO, NA, a national banking association ("Agent") as agent for Lenders as defined in the Loan Agreement (as defined below), whose address and principal place of business is 1125 17th Street, Denver, Colorado, 80202-2088.

RECITALS

Borrower, Agent and Lenders have entered into a Loan Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Loan Agreement") setting forth the terms on which the Lenders may now or hereafter make certain loans or other financial accommodations to or for the account of the Borrower.

As a condition precedent to the making of such loans or financial accommodations, Lenders have required Gateway, Monitoring, SpeakeZ and T-NETIX JMS to unconditionally guaranty all of Borrower's obligations in connection therewith.

As a further condition to making any loan or other financial accommodation under the Loan Agreement or otherwise, the Lenders have required the execution and delivery of this Agreement by the Debtors.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Agreement and herein, the Debtors and Agent, as agent for Lenders, hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Patents" means all of the Debtors' right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses

thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Trademarks" means all of the Debtors' right, title and interest in and to trademarks, service marks, collective membership marks, the respective goodwill associated with each, and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Each Debtor hereby irrevocably pledges and assigns to, and grants Agent, as agent for the Lender, a security interest, with power of sale to the extent permitted by law (the "Security Interest"), in the Patents and in the Trademarks to secure payment of the Obligations.

3. Representations, Warranties and Agreements. Each Debtor hereby represents, warrants and agrees as follows:

(a) ***Existence; Authority.*** Debtor is a corporation, having full power to and authority to make and deliver this Agreement. The execution, delivery and performance of this Agreement by such Debtor have been duly authorized by all necessary action of such Debtor's board of directors, and if necessary its stockholders, and do not and will not violate the provisions of, or constitute a default under, any presently applicable law or its articles of incorporation or bylaws or any agreement presently binding on it. This Agreement has been duly executed and delivered by the Debtor and constitutes the Debtor's lawful, binding and legally enforceable obligation. The authorization, execution, delivery and performance of this Agreement do not require notification to, registration with, or consent or approval by, any federal, state or local regulatory body or administrative agency.

(b) ***Patents.*** Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of registrations pertaining to the Patents as of the date hereof.

(c) ***Trademarks.*** Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all registrations pertaining thereto as of the date hereof.

(d) ***Title.*** The Debtor has absolute title to its respective Patents and Trademarks listed on Exhibits A and B, free and clear of all security interests, liens and encumbrances, except the Security Interest. The Debtor (i) will have, at the time such Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all security interests, liens and encumbrances, except the Security Interest, and (ii) will keep all Patents and Trademarks free and clear of all security interests, liens and encumbrances except the Security Interest. Further, Debtor hereby covenants that it will notify the Lender within 15 days of

the acquisition of any Patents or Trademarks after the date hereof and will execute any and all documents necessary to further perfect the security interests created hereby.

(e) **No Sale.** The Debtor will not sell or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Agent's prior written consent.

(f) **Defense.** The Debtor will at its own expense, and using its best efforts, protect and defend the Patents and Trademarks against all claims or demands of all persons other than Agent.

(g) **Maintenance.** The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to register and all affidavits and renewals possible with respect to issued registrations. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit in support thereof, without first providing the Agent:

(i) sufficient written notice, as provided in the Loan Agreement, to allow the Secured Party to timely pay any such maintenance fees or annuity which may become due on any of said Patents or Trademarks, or to file any affidavit with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit, should such be necessary or desirable.

(h) **Secured Party's Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Agent gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies Agent that it intends to abandon a Patent or Trademark, Agent may (but need not) perform or observe such covenant or agreement on behalf and in the name, place and stead of the Debtor (or, at Agent's option, in Agent's own name) and may (but need not) take any and all other actions which Agent may reasonably deem necessary to cure or correct such failure.

(i) **Costs and Expenses.** The Debtor shall pay Agent and each Lender on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees) incurred by Agent and each Lender, in connection with or as a result of the Secured Party's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Agent, at the highest rate then applicable to any of the Obligations.

(j) **Power of Attorney.** To facilitate Agent's taking action under subsection (h) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) Agent, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create,

prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Obligations (as defined therein).

4. Debtors' Use of the Patents and Trademarks. Notwithstanding anything to the contrary herein or in the General Security Agreement dated of even date herewith by and between Debtors and Agent, Debtors shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured, and Agents and Lender's interest in the Patents and Trademarks shall be subordinated to and subject to the rights of licensees under licenses granted by Debtors to third parties in good faith and for fair market consideration.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Loan Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Agent may, at its option (at the direction of the Required Lenders), take any or all of the following actions:

(a) exercise any or all remedies available under the Loan Agreement.

(b) sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) enforce the Patents and Trademarks and any licenses thereunder, and if Agent shall commence any suit for such enforcement, each Debtor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement.

7. Miscellaneous. This Agreement has been duly and validly authorized by all necessary action, corporate or otherwise. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Agent. A waiver signed by Agent shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Agent's rights or remedies. All rights and remedies of Agent shall be cumulative and may be exercised singularly or concurrently, at Agent's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. Agent shall not be obligated to preserve any rights Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtors and Agent and their respective participants, successors and assigns and shall take effect when signed by Debtors and delivered to Agent, and each Debtor waives notice of Agent's acceptance hereof. Agent may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Colorado without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations. Notices required to be given pursuant hereto shall be just as set forth in the Loan Agreement.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

BANK ONE, COLORADO, NA

By: T.J. Kern
T.J. Kern
Vice President

T-NETIX, INC.

By: John Giannaula
John Giannaula
Vice President

GATEWAY TECHNOLOGIES, INC.,
a Texas corporation

By: [Signature]
John Giannaula
Vice President

T-NETIX MONITORING CORPORATION,
a Colorado corporation

By: [Signature]
John Giannaula
Treasurer

SPEAKEZ, INC., a Colorado corporation

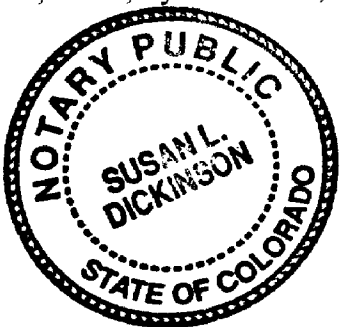
By: [Signature]
John Giannaula
Vice President

T-NETIX JMS CORPORATION
a Colorado corporation

By: [Signature]
John Giannaula
Vice President

STATE OF COLORADO)
)
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 9th day of
September, 1999, by T.J. Kern, a Vice President of Bank One Colorado, NA, on behalf of Agent.



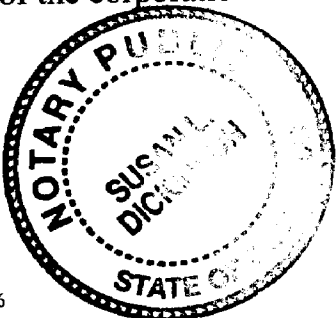
SEAL

[Signature]
Notary Public

My Commission Expires: My Commission Expires July 11, 2000

STATE OF COLORADO)
)
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 9th day of September
1999, by John Giannaula, the Vice President of T-NETIX, Inc., a Colorado corporation, on
behalf of the corporation.



SEAL

[Signature]
Notary Public

My Commission Expires My Commission Expires July 11, 2000

STATE OF COLORADO)
)
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 9th day of September 1999, by John Giannaula, the Vice President of Gateway Technologies, Inc., a Texas corporation, on behalf of the corporation.



SEA

STATE OF COLORADO)
)
CITY AND COUNTY OF DENVER)

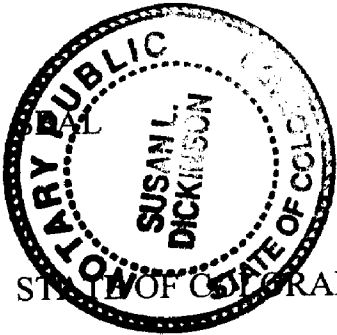
Susan L. Dickinson

Notary Public

My Commission Expires July 11, 2000

My Commission Expires: _____

The foregoing instrument was acknowledged before me this 9th day of September 1999, by John Giannaula, the Treasurer of T-NETIX Monitoring Corporation, a Colorado corporation, on behalf of the corporation.



STATE OF COLORADO)
)
CITY AND COUNTY OF DENVER)

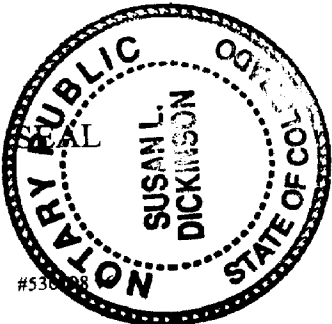
Susan L. Dickinson

Notary Public

My Commission Expires July 11, 2000

My Commission Expires: _____

The foregoing instrument was acknowledged before me this 9th day of September, 1999, by John Giannaula, a Vice President of SpeakEZ, Inc., a Colorado corporation on behalf of the corporation.



Susan L. Dickinson

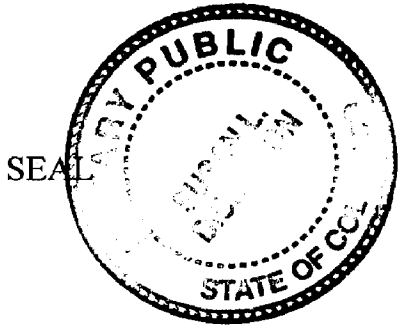
Notary Public

My Commission Expires July 11, 2000

My Commission Expires: _____

STATE OF COLORADO)
)
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 9th day of September, 1999, by John Giannaula, a Vice President of T-NETIX IMS Corporation, a Colorado corporation on behalf of the corporation.



Susan L. Dickinson
Notary Public

My Commission Expires: July 11, 2000

EXHIBIT A

PATENTS AND PATENT APPLICATIONS

A. Inmate

"Method and Apparatus for Detecting and Responding to Events Occurring on a Remote Telephone," by Kitchin et al.

A1 U.S. Patent No. 5,319,702 issued 6/7/94
(D&W 4658.00; 443974-13)

A1.1 Canadian Application No. 2,114,041 filed 1/27/94
(D&W 4624.02; 443974-13)

"Method and Apparatus for Detecting an Attempted Three-Way Conference Call on a Remote Telephone," by Kitchin et al.

A2 U.S. Patent No. 5,539,812 issued 7/23/96 (CON of PN 5319702)
(D&W 4607.03; 443974-14)

"Method and Apparatus for Detecting a Secondary Destination of a Telephone Call Based on Changes in the Telephone Signal Path," by John C. Johnson

A3 U.S. Application No. 08/866,587 filed 5/30/97
Based on U.S. Prov. App. No. 60/041,491 filed 3/27/97 (4795.00)
(D&W 4795.01; 443974-9)

A3.1 PCT Application No. 98/010954 filed 5/29/98
(D&W 4795.02; 443974-9)

B. SpeakEZ

Rutgers Owned: Exclusive License to T-NETIX

"Speaker Identification and Verification System" by Mammone et al.

B1 U.S. Patent No. 5,522,012 issued on 5/28/96
(MW&C 1419-108; D&W 4857.00)

B1.1 Foreign Application S.N. PCT/US 95/02801 filed 2/28/95
Australia Patent No. 683,370 issued 8/18/97 (D&W 4857.02)
Canada Application No. 2,184,256 (D&W 4857.03)
China Application No. 951,918,532 (D&W 4857.04)
Europe Application No. 959,139,809 (D&W 4857.05)
Japan Application No. 5,225,349 (D&W 4857.06)
Mexico Application No. 963,686 (D&W 4857.07)
Singapore Patent No. 96,112,636 (D&W 4857.08)
(MW&C 1419-108 WO)

"Speaker Verification System" by Mammone [The "Systems Patent."]

B2 U.S. Application No. 08/479,012 filed 6/7/95
(MW&C 1419-111; D&W 4859.00)

B2.1 Foreign Application S.N. PCT/US 96/09260 filed 6/6/96
(MW&C 1419-111 WO; D&W 4859.01)

Non-Exclusive License to T-NETIX ("Neural Tree Network")

"Rapidly Trainable Neural Tree Network" by Mammone, et al.

B3 U.S. Patent No. 5,634,087 issued 5/27/97
(MW&C 14076-011; D&W 4858.00)

C. T-NETIX Owned: Formal Applications

"Robust Speech Processing with Affine Transform Replicated Data," by Mammone, et al.

C1 U.S. Application No. 08/682,448 filed 7/17/96
(MW&C 3990-105; D&W 4847.00)

"Voice Print System and Method," by Sharma, et al.

C2 U.S. Application No. 08/976,280 filed 11/21/97
Based on U.S. Prov. App. 60/031,639 filed 11/22/96
(MW&C 3990-110; D&W 4837.00; 443974-18)

C2.1 Foreign Application PCT/US 97/21261 filed 11/21/97
Published 5/28/98 as WO9822936
(MW&C 3990-110 WO; D&W 4837.01; 443974-18)

"User Validation for Information System Access and Transactional Processing," by Devinney, et al.

C3 U.S. Application No. 08/976,279 filed on 11/21/97
Based on U.S. Prov. App. 60/031,638 filed 11/22/96
(D&W 4836.00; 443974-19)

C3.1 Foreign Application PCT/US97/21259 filed 11/21/97
Published 5/28/98 as WO9823062
(MW&C 3990-107 WO; D&W 4836.01; 443974-19)

"Blind Clustering of Data with Application to Speech Processing Systems" by Sharma and Mammone

C4 U.S. Pat. No. 5,862,519 issued January 19, 1999
Application No. 08/827,562 filed 4/1/97
Based on U.S. Prov. App. 60/014,537 filed 4/2/96
(MW&C 3990-104; D&W 4846.01; 443974-25)

"System and Method for Detecting a Recorded Voice" by Sharma and Mammone

C5 U.S. Application No. 09/015,393 filed 1/29/98
Based on U.S. Prov. App. 60/036,773 filed 1/31/97
(MW&C 3990-111P; D&W 4845.02; 443974-21)

C5.1 Foreign Application PCT/US 98/01708 filed 1/29/98
(D&W 4845.01; 443974-21)

D. T-NETIX Owned: Provisional Applications

"Model Adaptation System and Method for Speaker Verification," by Farrell, et al.

D1 U.S. Application No. 09/185,871 filed 11/3/98
Based on U.S. Prov. Application No. 60/064,069 filed 11/3/97
(D&W 4830.02; 443974-0020)

D1.1 PCT Application No. 98/_____ filed 11/3/98
Based on U.S. Prov. Application No. 60/064,069 filed 11/3/97
(D&W 4830.01; 443974-0020)

"Channel Estimation System and Method for Use in Automatic Speaker Verification Systems" by Mammone, et al.

D2 U.S. Application No. 60/084,827 filed 5/8/98
(D&W 4866.00; 443974-23)

GATEWAY'S PATENT PORTFOLIO

Gateway exclusively owns the following licensed patents:

U.S. PATENT NO.	TITLE	DATE ISSUED
4,935,956	Automated Public Phone Control for Charge and Collect Billing	06/19/90
5,485,507	Integrated Commissary System	01/16/96
5,535,261	Selectively Activated Integrated Real-Time Recording of Telephone Conversations	07/07/96
5,796,811	3-Way Call Detection	08/18/98
5,805,685	3-Way Call Detection	09/08/98

Gateway has exclusive licensing and enforcement rights under the Intellicall licensed patents:

U.S. PATENT NO.	TITLE	DATE ISSUED
4,890,317	Automatic Validation of Telephone Account Numbers	12/26/89
4,908,852	Method and Apparatus for Altering the Access Format of Telephone Calls	03/13/90
4,920,558	Method and Apparatus for Downloading Speech Files	04/24/90
4,920,562	Automatic Generation of Billing Records at a Telephone Paystation	04/24/90
4,933,965	Short Time Validity Storage of a Billing Account Number at a Local Telecommunications Station	06/12/90
4,933,966	Method and Apparatus for Performing an Automated Collect Call	06/12/90
5,048,079	SMDR Translator	09/10/91
5,093,858	Method and Apparatus for Performing an Automated Collect Call	03/03/92
5,113,433	Method and Apparatus for Altering the Access Format of Telephone Calls	05/12/92
5,131,027	Short Time Validity Storage of a Billing Account Number at a Local Telecommunications Station	07/14/92
5,159,698	SMDR Translator	10/27/92
5,319,701	Method and Apparatus for Performing an Automated Collect Call	06/07/94
5,483,581	Method and Apparatus for Performing an Automated Collect Call	01/09/96

In addition, Gateway has 3 new pending patent applications in the works with the U.S. Patent & Trademark Office.

U.S. PATENT SERIAL NO.	TITLE	DATE FILED
09/229,385	Inmate Messaging System and Method	01/11/99

09/178,367	Selectively Activated Integrated Real-Time Recording of Telephone Conversations with Automated Documentation of Consent to Call Recording	10/23/98
	System and Method for Detecting Three Way Calls	06/03/99
PCT/US99/09493	Telecommunication Resource Allocation System and Method	04/29/99

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

TRADEMARK MATTERS- T-NETIX

E. Issued Registrations

E1 "Cogent"

E1.1 U.S. Reg. No. 1,537,607, issued 5/2/89 (D&W 80216)

E1.2 U.S. Reg. No. 1,783,893, issued 7/27/93 (D&W 80217)

E1.3 U.S. Reg. No. 1,810,510, issued 12/14/93 (D&W 80218)

E2 "Pin-Lock" — U.S. Reg. No. 2,194,830, issued 10/13/98 (D&W 80435)

E3 "Voice Verifi-Air" — U.S. Reg. No. 2,194,832, issued 10/13/98 (D&W 80438)

E4 "SpeakEZ Voice Print" — U.S. Reg. No. 2,216,903 issued 1/12/99 (D&W 80436)

F. Pending Applications

F1 "T-NETIX" — Ser. No. 75/002,009 filed 10/5/95 (D&W 80219)

F2

F3

F4

F5 "Tel-Base" — Ser. No. 75/247,763 filed 2/25/97 (D&W 80437)

F6 "VeriNet" — Ser. No. 75/523,059 filed 7/21/98 (D&W 80601)