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03-08-2004

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): T-NETIX, INC. Individual(s) Association General Partnership Limited Partnership Corporation-State DE Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Dymas Capital Funding, LLC, as Admin. Agent Internal Address: Suite 3500 Street Address: One N. Franklin City: Chicago State: IL Zip: 60606 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Delaware limited liability company 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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: 03/03/2004

4. Application number(s) or registration number(s): A. Trademark Application No.(s) see attached B. Trademark Registration No.(s) see attached Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Internal Address: Attn: Penelope J.A. Agodoa Federal Research Company, LLC 1030 15th Street, NW, Suite 920 Washington, DC 20005 202.783.2700 Street Address: City: State: Zip:

6. Total number of applications and registrations involved: 7 7. Total fee (37 CFR 3.41): \$ 190.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. 03/08/2004 6TDN11 00000040 1537607 01 FC: 521 40.00 OP 02 FC: 522 150.00 OP Penelope S. Johnson 150.00 OP Name of Person Signing Signature Date 03/03/2004

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

SCHEDULE 1A TO  
ASSIGNMENT FOR SECURITY TRADEMARKS

<b>T-Netix Trade/Service Marks (Issued)</b>					
<u>Name/Title</u>	<u>Inventors</u>	<u>Status</u>	<u>Cty</u>	<u>ID #</u>	<u>Date Iss.</u>
COGENT	N/A	Issued	US	1,537,607	05/02/89
CONTAIN	N/A	Issued	US	2,176,736	7/28/1998
PIN-LOCK	N/A	Issued	US	2,194,830	10/13/98
TEL-BASE	N/A	Issued	US	2,268,058	08/10/99
T-NETIX	N/A	Issued	US	2,251,603	06/08/99

<b>T-Netix Trade/Service Marks (Pending)</b>					
<u>Name/Title</u>	<u>Inventors</u>	<u>Status</u>	<u>Cty</u>	<u>ID #</u>	<u>Date Iss.</u>
Digital ComBridge	N/A	Pending	US		
Lock&Track	N/A	Pending	US		
Lock&Track Online	N/A	Pending	US		
SECUREVOICE	N/A	Pending	US	78/293,406	
VERI-NET	N/A	Pending	US	75/523,059	
VoicEntry	N/A	Pending	US		

# ASSIGNMENT FOR SECURITY

## TRADEMARKS

WHEREAS, **T-NETIX, INC.**, a Delaware corporation, (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement, dated March 3, 2004 (the "Security Agreement"), in favor of Dymas Funding Company, LLC, in its capacity as Administrative Agent for certain lenders (the "Assignee");

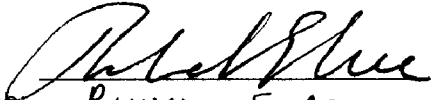
WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks, and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of March 3, 2004.

T-NETIX, INC., a Delaware corporation

By:   
Name: RICHARD E. CREE  
Title: CEO

Assignment for Security (Trademarks)  
60254213

**TRADEMARK**  
**REEL: 002930 FRAME: 0044**

SCHEDULE 1A TO  
ASSIGNMENT FOR SECURITY TRADEMARKS

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