

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Securus Technologies, Inc.		04/30/2013	CORPORATION: DELAWARE
T-NETIX, Inc.		04/30/2013	CORPORATION: DELAWARE
Securus Technologies Holdings, Inc.		04/30/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas, as Administrative Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	2789027	EVERCOM
Registration Number:	2902065	
Registration Number:	3581126	COVERT ALERT
Registration Number:	3581128	COVERT ALERT
Registration Number:	3581129	COVERT ALERT
Registration Number:	3261716	
Registration Number:	3052486	
Registration Number:	3052300	EVERCOM
Registration Number:	3506037	S-GATE
Registration Number:	3502510	S-GATE
Registration Number:	3502511	S-GATE
Registration Number:	3502512	S-GATE

OP \$865.00 2789027

Registration Number:	3595469	
Registration Number:	3689822	
Registration Number:	3591958	
Registration Number:	3595470	
Registration Number:	3502452	ELECTRONICDRAGNET
Registration Number:	3502453	ELECTRONICDRAGNET
Registration Number:	3921102	TEXT2CONNECT
Registration Number:	4035742	PAY NOW
Registration Number:	3344297	T-NETIX
Registration Number:	3362520	T-NETIX
Registration Number:	3071768	SECUREVOICE
Registration Number:	3169198	SECURUS
Registration Number:	4154763	SECURUS
Registration Number:	4154764	SECURUS
Registration Number:	4158414	SECURUS
Registration Number:	4154762	SECURUS
Registration Number:	4242480	THE MAGIC BOARD
Registration Number:	3902253	INSTANT PAY
Registration Number:	4222412	SECURUS
Registration Number:	3828174	CONNECTING WHAT MATTERS
Registration Number:	3798113	TEXT COLLECT
Serial Number:	85820645	SECURUS ONLINE

CORRESPONDENCE DATA

Fax Number: 2123548113
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-819-2000
Email: iprecordations@whitecase.com
Correspondent Name: James Maewsky/ White & Case LLP
Address Line 1: 1155 Avenue of the Americas
Address Line 2: Patent & Trademarks Department
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1111779-2369
NAME OF SUBMITTER:	James Maewsky
Signature:	/jm/

05/07/2013

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 30, 2013 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Deutsche Bank Trust Company Americas, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantors are party to a First Lien Security Agreement, dated as of April 30, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative 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

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”), including the registrations and registration applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor and (b) all goodwill connected with the use thereof and symbolized thereby; *provided*, that the Trademark Collateral shall not include any Excluded Assets,

(ii) the right to sue or otherwise recover for past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to goodwill, and all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit, and

(iii) all other rights accruing thereunder or pertaining thereto throughout the world.

SECTION 2.1 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

EACH GRANTOR HEREBY AUTHORIZES AND REQUESTS THAT THE USPTO RECORD THIS TRADEMARK SECURITY AGREEMENT.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING

EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

SECTION 7. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

SECURUS TECHNOLOGIES, INC.

(f/k/a Evercom Systems, Inc.)

By: 

Name: Richard A. Smith

Title: Chief Executive Officer and President

T-NETIX, INC.

By: 

Name: Richard A. Smith

Title: Chief Executive Officer and President

SECURUS TECHNOLOGIES HOLDINGS, INC.

By: 

Name: Richard A. Smith

Title: Chief Executive Officer and President

[Signature Page to Securus First Lien Trademark Security Agreement]

TRADEMARK
REEL: 005022 FRAME: 0521

DEUTSCHE BANK TRUST COMPANY
AMERICAS,
as Administrative Agent

By: 

Name: Anca Trifan
Title: Managing Director


Michael Getz
Vice President

The foregoing Agreement is hereby ACKNOWLEDGED AND AGREED by:

**SECURUS TECHNOLOGIES HOLDINGS,
INC.**

By: 

Name: Richard A. Smith

Title: Chief Executive Officer and President

CONNECT ACQUISITION CORP.

By: 

Name: Richard A. Smith

Title: Chief Executive Officer and President

[Signature Page to Securus First Lien Trademark Security Agreement]

**TRADEMARK
REEL: 005022 FRAME: 0523**

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

US Trademark Registrations:

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>
Securus Technologies, Inc.	EVERCOM	2,789,027
	MISCELLANEOUS DESIGN (logo)	2,902,065
	COVERT ALERT	3,581,126
	COVERT ALERT	3,581,128
	COVERT ALERT	3,581,129
	MISCELLANEOUS DESIGN (logo)	3,261,716
	MISCELLANEOUS DESIGN (logo)	3,052,486
	EVERCOM	3,052,300
	S-GATE	3,506,037
	S-GATE	3,502,510
	S-GATE	3,502,511
	S-GATE	3,502,512
	MISCELLANEOUS DESIGN (circuit board & world)	3,595,469
	MISCELLANEOUS DESIGN (circuit board & world)	3,689,822
	MISCELLANEOUS DESIGN (circuit board & world)	3,591,958
	MISCELLANEOUS DESIGN (circuit board & world)	3,595,470
	ELECTRONICDRAGNET	3,502,452
	ELECTRONICDRAGNET	3,502,453
	TEXT2CONNECT	3,921,102
	PAY NOW	4,035,742
T-Netix Inc.	T-NETIX	3,344,297
	T-NETIX	3,362,520
	SECUREVOICE	3,071,768

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>
Securus Technologies, Inc.	SECURUS	3,169,198
	SECURUS	4,154,763
	SECURUS	4,154,764
	SECURUS	4,158,414
	SECURUS	4,154,762
	THE MAGIC BOARD	4,242,480
	INSTANT PAY	3,902,253
	SECURUS	4,222,412
	CONNECTING WHAT MATTERS	3,828,174
	TEXT COLLECT	3,798,113

US Trademark Applications

<u>Owner</u>	<u>Trademark</u>	<u>Reg. No.</u> <u>(App. No.)</u>	<u>Reg. Date</u> <u>(App. Date)</u>	<u>Status/</u> <u>Comments</u>
Securus Technologies, Inc.	Securus Online	(85-820,645)	(1/10/2013)	Pending; intent-to-use