

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI129213

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Super-Priority First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Securus Technologies, LLC		03/28/2024	Limited Liability Company: DELAWARE
Satellite Tracking of People LLC		03/28/2024	Limited Liability Company: DELAWARE
Aventiv Technologies, LLC		03/28/2024	Limited Liability Company: DELAWARE
AllPaid, Inc.		03/28/2024	Corporation: DELAWARE
JPAY LLC		03/28/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company 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: GERMANY		
PROPERTY NUMBERS Total: 71			
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:	5724498	THREADS	

OP \$1790.00.00 75503453

Property Type	Number	Word Mark
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
Serial Number:	87394919	NEXTGEN SCP
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
Serial Number:	90269600	PAYPREMIER
Registration Number:	6887435	AVENTIV TECHNOLOGIES
Registration Number:	7062946	AVENTIV TECHNOLOGIES
Registration Number:	7237049	AVENTIV TECHNOLOGIES

CORRESPONDENCE DATA

Fax Number:

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: 8007130755
Email: Michael.Violet@wolterskluwer.com
Correspondent Name: Michael Violet
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Michael Violet
SIGNATURE:	Michael Violet
DATE SIGNED:	03/28/2024

Total Attachments: 9

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SUPER-PRIORITY FIRST LIEN TRADEMARK SECURITY AGREEMENT

SUPER-PRIORITY FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of March 28, 2024, 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 Super-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 Super-Priority Payment Obligations, each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Super-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.

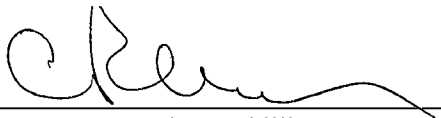
SECTION 5. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed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

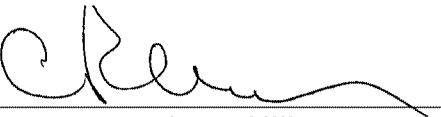
IN WITNESS WHEREOF, each Grantor has caused this Super-Priority First Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

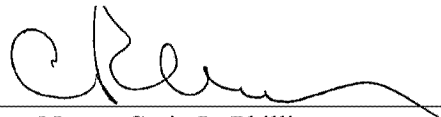
AVENTIV TECHNOLOGIES, LLC

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

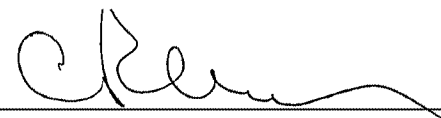
SECURUS TECHNOLOGIES, LLC

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

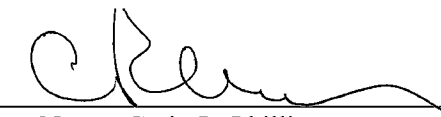
SATELLITE TRACKING OF PEOPLE LLC

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: Philip Tancorra
Title: Director

By:  _____



Name: Lauren Danbury
Title: Vice President

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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	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
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5563038		SNAP N' SEND
4723627		JP5 and Design 
4723649		JP5S and Design 
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Aventiv Technologies, LLC		6053084
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	6887435	AVENTIV TECHNOLOGIES
	7062946	AVENTIV TECHNOLOGIES
	7237049	AVENTIV TECHNOLOGIES

Trademark Applications:

None.