

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
G4S JUSTICE SERVICES, LLC	04/27/2012
RECEIVING PARTY DATA	
Name:	OPUS BANK
Street Address:	200 W. Commonwealth Avenue
City:	Fullerton
State/Country:	CALIFORNIA
Postal Code:	92832
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	5537102
Patent Number:	6130620
CORRESPONDENCE DATA	
Fax Number:	(949)760-0182
Phone:	949-760-1121
Email:	patent@buchalter.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Sandra P. Thompson, PhD.
Address Line 1:	18400 Von Karman Avenue, Ste 800
Address Line 4:	Irvine, CALIFORNIA 92612
ATTORNEY DOCKET NUMBER:	O5921-0002
NAME OF SUBMITTER:	Sandra P. Thompson, PhD.
Total Attachments: 5 source=Patent Sec Agrmt (Justice)#page1.tif source=Patent Sec Agrmt (Justice)#page2.tif source=Patent Sec Agrmt (Justice)#page3.tif source=Patent Sec Agrmt (Justice)#page4.tif source=Patent Sec Agrmt (Justice)#page5.tif	

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## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 27<sup>th</sup> day of April, 2012, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors") and each individually "Grantor"), and OPUS BANK, a California commercial bank ("Bank").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 27, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Sentinel Offender Services, LLC, a Delaware limited liability company ("Parent"), and the other Persons listed on the signature pages of the Credit Agreement, as borrowers ("Borrowers"), and Bank, Bank agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Bank is willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Bank that certain Security Agreement, dated as of even date with the Credit Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Bank this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

7. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

8. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Bank to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

9. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Bank, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

10. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the Security Interest in the Patent 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. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

11. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Bank with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Bank unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Bank's continuing security interest in all Collateral, whether or not listed on Schedule I.

12. **COUNTERPARTS.** This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

G4S JUSTICE SERVICES, L.L.C.  
a Delaware limited liability company

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

ACCEPTED AND ACKNOWLEDGED BY:

BANK:

OPUS BANK,  
a California commercial bank

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

Patent Security Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

**G4S JUSTICE SERVICES, LLC,**  
a Delaware limited liability company

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

ACCEPTED AND ACKNOWLEDGED BY:

BANK:

**OPUS BANK,**  
a California commercial bank

By: James Cunningham  
Name: James Cunningham  
Title: SVP, Sr. Credit Advisor

Patent Security Agreement

**EXHIBIT TO SCHEDULE I  
TO PATENT SECURITY AGREEMENT**

**PATENTS**

<u>Patent Number</u>	<u>Application Number</u>	<u>Title</u>	<u>Type</u>	<u>Owner/Assignee</u>	<u>Alive/Dead</u>	<u>Maintenance Fees</u>	<u>Last Payment</u>	<u>Next Payment</u>	<u>Surcharge Due Date</u>	<u>Comments</u>
5,537,102	08/141,708	APPARATUS AND METHOD FOR A SYSTEM CAPABLE OF REMOTELY VALIDATING THE IDENTITY OF INDIVIDUAL AND THEIR LOCATION	Utility: Non-Provisional	G4S Justice Services, LLC	Alive	PAID	1/23/08	N/A	N/A	
6,130,620	08/908,099	REMOTE MONITORING SYSTEM	Utility: Non-Provisional	G4S Justice Services, LLC	Alive	PAID	4/2/12	N/A	N/A	

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