

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
SECURUS TECHNOLOGIES, INC.	06/07/2012
RECEIVING PARTY DATA	
Name:	BNP PARIBAS
Street Address:	787 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 10	
Property Type	Number
Application Number:	13253101
Application Number:	13341066
Application Number:	13293928
Application Number:	13213149
Application Number:	13244402
Application Number:	13086379
Application Number:	13213295
Application Number:	13273441
Application Number:	61472187
Application Number:	13364212
CORRESPONDENCE DATA	
Fax Number:	(703)770-7901
Phone:	7037707900
Email:	docket_ip@pillsburylaw.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.	

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Correspondent Name:	PILLSBURY WINTHROP SHAW PITTMAN, LLP
Address Line 1:	P.O. BOX 10500
Address Line 4:	MCLEAN, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	042802.0000036
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NAME OF SUBMITTER:	Patrick Doody
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<p>Total Attachments: 6 source=First_Lien_Patent_Security_Agreement#page1.tif source=First_Lien_Patent_Security_Agreement#page2.tif source=First_Lien_Patent_Security_Agreement#page3.tif source=First_Lien_Patent_Security_Agreement#page4.tif source=First_Lien_Patent_Security_Agreement#page5.tif source=First_Lien_Patent_Security_Agreement#page6.tif</p>
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**PATENT SECURITY AGREEMENT (FIRST LIEN)**

**THIS PATENT SECURITY AGREEMENT (FIRST LIEN)**, dated as of June 7, 2012 (as amended, restated, supplemented, replaced or otherwise modified from time to time, this **“Agreement”**), is made by the signatory hereto (the **“Grantor”**) in favor of **BNP PARIBAS** in its capacity as Collateral Agent for the Secured Parties (as defined in the Security Agreement referred to below) (the **“Collateral Agent”**):

**RECITALS:**

**WHEREAS**, reference is made to that certain Amended and Restated First Lien Credit and Guaranty Agreement, dated as of June 6, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the **“Credit Agreement”**), by and among SECURUS TECHNOLOGIES, INC., a Delaware corporation located at 14561 Dallas Parkway, Suite 600, Dallas, TX 75254, CERTAIN DIRECT DOMESTIC SUBSIDIARIES OF SECURUS TECHNOLOGIES HOLDINGS, INC. PARTY THERETO FROM TIME TO TIME, SECURUS HOLDINGS, INC., a Delaware corporation located at 14561 Dallas Parkway, Suite 600, Dallas, TX 75254, SECURUS TECHNOLOGIES HOLDINGS, INC., a Delaware corporation located at 14561 Dallas Parkway, Suite 600, Dallas, TX 75254, T-NETIX, INC., a Delaware corporation located at 14561 Dallas Parkway, Suite 600, Dallas, TX 75254, T-NETIX TELECOMMUNICATIONS SERVICES, INC., a Texas corporation located at 14561 Dallas Parkway, Suite 600, Dallas, TX 75254, TELEQUIP LABS, INC., a Nevada corporation located at 14561 Dallas Parkway, Suite 600, Dallas, TX 75254, CERTAIN SUBSIDIARIES OF THE BORROWERS PARTY THERETO FROM TIME TO TIME, AS GUARANTORS, THE LENDERS PARTY THERETO FROM TIME TO TIME, and the Collateral Agent; and

**WHEREAS**, pursuant to the terms of that certain Amended and Restated First Lien Pledge and Security Agreement, dated as of June 6, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, the **“Security Agreement”**), as collateral security for the Secured Obligations, the Grantor granted to Collateral Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Collateral, including, without limitation, all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Patent Collateral, including the tangible property embodying any of the inventions disclosed in the Patents (as further defined below).

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

Incorporation of Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in its entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

1. Grant and Reaffirmation of Grant of Security Interests. As collateral security for the Secured Obligations, the Grantor hereby grants to Collateral Agent, and hereby reaffirms its grant pursuant to the Security Agreement of, a security interest in and continuing lien on all such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the **“Patent Collateral”**), whether now owned or existing or hereafter acquired or arising:

all United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, including, but not limited to: (i) all registrations, provisions and applications therefor, including but not limited to those listed on Schedule 1 hereto, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all tangible property embodying any of the inventions disclosed in the foregoing; (vi) all rights to sue for past, present and future infringements thereof, (vii) all claims, damages, and proceeds of suit arising therefrom, and (viii) all Proceeds of the foregoing, including royalties, income, payments, claims, damages, and proceeds of suit (collectively, **“Patents”**).

2. Applicable Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

3. Conflicts. To the extent that there is a conflict or inconsistency between the terms of this Agreement and the terms of the Security Agreement, the Security Agreement shall prevail.

4. Termination. Upon the payment in full of all Secured Obligations (other than any Remaining Obligations), and the cancellation or termination of the Commitments and the cancellation, expiration, posting of backstop letters of credit or cash collateralization of all outstanding Letters of Credit, the security interest granted hereby shall automatically terminate hereunder and of record and all rights to the Patent Collateral shall revert to Grantor. Upon any such termination the Collateral Agent shall, at Grantor's expense, execute and deliver to Grantor or otherwise authorize the filing of such documents as Grantor shall reasonably request, including, without limitation, financing statement amendments to evidence such termination and documentation evidencing the release of security interests and liens upon Intellectual Property included in the Patent Collateral appropriate for recordation in the United States Patent and Trademark Office. Upon any disposition of property permitted by the Credit Agreement, the Liens granted herein shall be deemed to be automatically released and such property shall automatically revert to the applicable Grantor with no further action on the part of any Person. The Collateral Agent shall, at Grantor's expense, execute and deliver or otherwise authorize the filing of such documents as Grantor shall reasonably request, in form and substance reasonably satisfactory to the Collateral Agent, including, without limitation, financing statement amendments to evidence such release and documentation evidencing the release of security interests and liens upon Intellectual Property included in the Patent Collateral appropriate for recordation in the United States Patent and Trademark Office.

5. Counterparts. This Agreement may be executed in any number of 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**, the Grantor and the Collateral Agent have caused this PATENT SECURITY AGREEMENT (FIRST LIEN) to be duly executed and delivered by its respective officer thereunto duly authorized as of the date first written above.

**SECURUS TECHNOLOGIES, INC.,**  
as a Grantor

By: \_\_\_\_\_

Name: Richard A. Smith

Title: CEO and President

A handwritten signature in black ink, appearing to be 'Richard A. Smith', written over a horizontal line.

[Signature page to First Lien Patent Security Agreement]

**BNP PARIBAS**, as Collateral Agent

By:   
Name: **Keith Murray**  
Title: **Managing Director**

By:   
Name: **Claudia DeSimio**  
Title: **Vice President**

[Signature page to First Lien Patent Security Agreement]

**SCHEDULE I**

[Attached on the following page]

Patent Applications:

<u>Grantor</u>	<u>Patent Application Title</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.#</u>
Securus Technologies, Inc.	Distribution of Satellite-Broadcast Content to Controlled-Environment Facilities	10/5/2011	Pending	13/253,101
Securus Technologies, Inc.	Systems and Methods for Call Treatment Using a Third Party Database	12/30/2011	Pending	13/341,066
Securus Technologies, Inc.	Systems and Methods for Transaction and Information Management	11/10/2011	Pending	13/293,928
Securus Technologies, Inc.	Discretionary Non-Trust Account for Residents of Controlled Environment Facilities	8/19/2011	Pending	13/213,149
Securus Technologies, Inc.	Systems and Methods for Managing and Providing Investigative Services to Controlled Environment Facilities	9/24/2011	Pending	13/244,402
Securus Technologies, Inc.	Crime Reporting in a Controlled-Environment Facility	4/13/2011	Pending	13/086,379
Securus Technologies, Inc.	Visitation Services for Residents of Controlled Environment Facilities	8/19/2011	Pending	13/213,295
Securus Technologies, Inc.	Emergency Communications within Controlled-Environment Facilities	10/14/2011	Pending	13/273,441
Securus Technologies, Inc.	Distribution of Satellite-Broadcast Content to Controlled-Environment Facilities	4/5/2011	Pending	61/472,187
Securus Technologies, Inc.	Detecting Events Occurring on Remote Telephone	2/1/2012	Pending	13/364,212