

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2657514

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT, FIRST LIEN
CONVEYING PARTY DATA	
Name	Execution Date
SATELLITE TRACKING OF PEOPLE LLC	12/20/2013
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
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	7619513
Patent Number:	6992582
Patent Number:	7961092
Patent Number:	8009036
Patent Number:	6703936
Patent Number:	8169316
Patent Number:	6774797
Application Number:	12576054
Application Number:	12576090
Application Number:	13190896
Application Number:	61819088
Application Number:	13429909
CORRESPONDENCE DATA	
Fax Number:	(212)354-8113

502611052

PATENT
 REEL: 031866 FRAME: 0803

OP \$480.00 7619513

Phone: 212 819-8200
Email: iprecordations@whitecase.com
Correspondence will be sent via US Mail when the email attempt is unsuccessful.
Correspondent Name: MATTHEW CAMPION/WHITE & CASE LLP
Address Line 1: 1155 AVE OF THE AMERICAS
Address Line 2: PATENT & TRADEMARK DEPT.
Address Line 4: NEW YORK, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1111779-2369
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NAME OF SUBMITTER:	MATTHEW CAMPION
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Signature:	/Matthew Campion/
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Date:	12/20/2013
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Total Attachments: 7

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of December 20, 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 supplemented by that certain Security Agreement Supplement dated as of the date hereof (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 Patent 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 “**Patent Collateral**”); *provided*, that the Patent Collateral shall not include any Excluded Assets:

- (i) (a) all letters Patent of the United States in or to which any Grantor now or hereafter has any right, title or interest therein, all registrations and recordings thereof, and all applications for letters Patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (“**USPTO**”), including any of the foregoing listed in Schedule A hereto, and (b) all reissues, continuations, divisionals, continuations-in-part, improvements or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein,

(ii) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto,

(iii) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, and

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

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 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. 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 PATENT SECURITY AGREEMENT.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Patent 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 Patent 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.

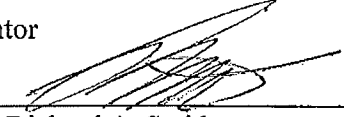
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

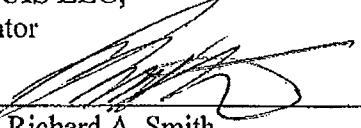
SATELLITE TRACKING OF PEOPLE
LLC,
as Grantor

By: 
Name: Richard A. Smith
Title: President and Chief Executive Officer

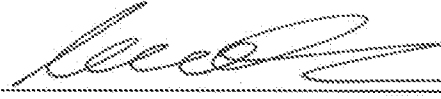
SATELLITE TRACKING OF PEOPLE VQ
LLC,
as Grantor

By: 
Name: Richard A. Smith
Title: President and Chief Executive Officer

VERQUIS LLC,
as Grantor

By: 
Name: Richard A. Smith
Title: President and Chief Executive Officer

DEUTSCHE BANK TRUST COMPANY
AMERICAS,
as Administrative Agent


By: 

Name: Anca Trifan
Title: Managing Director



Marcus A. Worthington
Director

The foregoing Agreement is hereby ACKNOWLEDGED AND AGREED by:


**SECURUS TECHNOLOGIES
HOLDINGS, INC.**

By: 
Name: Richard A. Smith
Title: President and Chief Executive Officer

CONNECT ACQUISITION CORP.

By: 
Name: Richard A. Smith
Title: President and Chief Executive Officer

SECURUS HOLDINGS, INC.

By: 
Name: Richard A. Smith
Title: President and Chief Executive Officer

SCHEDULE A
to
PATENT SECURITY AGREEMENT
PATENTS AND PATENT APPLICATIONS

US Patent Issuances:

<u>Owner</u>	<u>Patent Title</u>	<u>Patent #</u>
Satellite Tracking of People LLC	System and method for tracking movement of individuals	7619513
Satellite Tracking of People LLC	System and method for tracking movement of individuals	6992582
Satellite Tracking of People LLC	Active wireless tag and auxiliary device for use with monitoring center for tracking individuals or objects	7961092
Satellite Tracking of People LLC	Wireless tag and auxiliary device for use with home monitoring unit for tracking individuals or objects	8009036
Satellite Tracking of People LLC	System and method for tracking movement of individuals	6703936
Satellite Tracking of People LLC	Active wireless tag and auxiliary device for use with monitoring center for tracking individuals or objects	8169316
Satellite Tracking of People LLC	Wireless tag and monitoring center system for tracking the activities of individuals	6774797

US Patent Applications:

<u>Owner</u>	<u>Patent Application Title</u>	<u>Application #</u>
Satellite Tracking of People LLC	Technique for Detecting Tracking Device Tampering	12/576054
Satellite Tracking of People LLC	Technique for detecting tracking device tampering using an auxiliary device	12/576090
Satellite Tracking of People LLC	Wireless tag and auxiliary device for use with home monitoring unit for tracking individuals or objects	13/190896
Satellite Tracking of People LLC	Wireless tag and auxiliary device for use with home monitoring unit for tracking individuals or objects with alcohol monitoring	61/819088
Satellite Tracking of People LLC	Active wireless tag and auxiliary device for use with monitoring center for tracking individuals or objects	13/429909

SCHEDULE A