

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4505566

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
B.I. INCORPORATED	07/13/2017
B.I. MOBILE BREATH, INC.	07/13/2017

RECEIVING PARTY DATA

Name:	BNP PARIBAS, AS ADMINISTRATIVE AGENT
Street Address:	787 SEVENTH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019

PROPERTY NUMBERS Total: 35

Property Type	Number
Patent Number:	6844816
Patent Number:	6674368
Patent Number:	7015817
Patent Number:	6972684
Patent Number:	6639516
Patent Number:	9417232
Patent Number:	9239323
Patent Number:	8707758
Patent Number:	9228997
Patent Number:	8381573
Patent Number:	8493219
Patent Number:	9480431
Patent Number:	9240118
Patent Number:	9355548
Patent Number:	8629776
Patent Number:	9355579
Patent Number:	9423487
Patent Number:	9241659
Patent Number:	8657744

PATENT

Property Type	Number
Patent Number:	8576065
Patent Number:	7930927
Application Number:	14966135
Application Number:	15257249
Application Number:	15075982
Application Number:	14611321
Application Number:	15066959
Application Number:	15280956
Application Number:	15159966
Application Number:	14700902
Application Number:	15207121
Application Number:	14531735
Application Number:	15059914
Application Number:	13919862
Application Number:	14228198
Application Number:	61611172

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: 2023704750

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ATTORNEY DOCKET NUMBER:	F171385
NAME OF SUBMITTER:	JONATHAN R. LARSON
SIGNATURE:	/Jonathan R. Larson/
DATE SIGNED:	07/17/2017

Total Attachments: 11

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SCHEDULE 1
PATENTS

TITLE	DATE FILED	STATUS	APPLICATION #	OWNER	COUNTRY	PATENT #	PATENT ISSUE DATE
AUTHENTICATION TECHNIQUES IN A MONITORING SYSTEM	1999-10-05	Issued	09/412,488	BI Incorporated	USA	6,844,816	2005-01-18
AUTOMATED TRACKING SYSTEM	2001-08-27	Issued	09/940,905	BI Incorporated	USA	6,674,368	2004-01-06
PERSONAL TRACKING DEVICE	2004-10-15	Issued	10/967,005	BI Incorporated	USA	7,015,817	2006-03-21
PERSONAL TRACKING DEVICE	2003-08-27	Issued	10/649,486	BI Incorporated	USA	6,972,684	2005-12-06
PERSONAL TRACKING DEVICE	2002-05-14	Issued	10/145,310	BI Incorporated	USA	6,639,516	2003-10-28
SOBRIETY MONITORING SYSTEM	2014-03-13	Issued	14/210,278	BI Mobile Breath, Inc.	USA	9,417,232	2016-08-16
SOBRIETY MONITORING SYSTEM	2014-03-06	Issued	14/199,690	BI Mobile Breath, Inc.	USA	9,239,323	2016-01-19
SOBRIETY MONITORING SYSTEM	2012-01-24	Issued	13/357,494	BI Mobile Breath, Inc.	USA	8,707,758	2014-04-29
SOBRIETY MONITORING SYSTEM	2011-10-17	Issued	13/274,553	BI Mobile Breath, Inc.	USA	9,228,997	2016-01-05
SOBRIETY MONITORING SYSTEM	2010-09-15	Issued	12/882,323	BI Mobile Breath, Inc.	USA	8,381,573	2013-02-26
SYSTEMS AND METHODS FOR ADAPTIVE MONITORING OF PHYSICAL MOVEMENT	2009-10-29	Issued	12/608,109	BI Incorporated	USA	8,493,219	2013-07-23
SYSTEMS AND METHODS FOR ALCOHOL CONSUMPTION MONITORING	2012-04-30	Issued	13/459,302	BI Incorporated	USA	9,480,431	2016-11-01
SYSTEMS AND METHODS FOR BEACON TETHERING IN A MONITORING SYSTEM	2015-12-11	Pending	14/966,135	BI Incorporated	USA		
SYSTEMS AND METHODS FOR BEACON TETHERING IN A MONITORING SYSTEM	2014-02-24	Issued	14/188,210	BI Incorporated	USA	9,240,118	2016-01-19

TITLE	DATE FILED	STATUS	APPLICATION #	OWNER	COUNTRY	PATENT #	PATENT ISSUE DATE
SYSTEMS AND METHODS FOR CONTACT AVOIDANCE	2013-09-03	Issued	14/017,052	BI Incorporated	USA	9,355,548	2016-05-31
SYSTEMS AND METHODS FOR DISRUPTING CRIMINAL ACTIVITY	2010-11-23	Issued	12/953,321	BI Incorporated	USA	8,629,776	2014-01-14
SYSTEMS AND METHODS FOR FITTING A TRACKING DEVICE TO A LIMB	2016-09-06	Pending	15/257,249	BI Incorporated	USA		
SYSTEMS AND METHODS FOR IMAGE BASED TAMPER DETECTION	2014-09-15	Issued	14/486,698	BI Incorporated	USA	9,355,579	2016-05-31
SYSTEMS AND METHODS FOR IMPROVED MONITOR ATTACHMENT	2016-03-21	Pending	15/075,982	BI Incorporated	USA		
SYSTEMS AND METHODS FOR INDIVIDUAL TRACKING USING MULTI-SOURCE ENERGY HARVESTING	2015-02-02	Pending	14/611,321	BI Incorporated	USA		
SYSTEMS AND METHODS FOR LOOSE MONITORING OF TARGETS	2016-03-10	Pending	15/066,959	BI Incorporated	USA		
SYSTEMS AND METHODS FOR MANUAL TAMPER RESET IN A MONITORING SYSTEM	2016-09-29	Pending	15/280,956	BI Incorporated	USA		
SYSTEMS AND METHODS FOR MONITORING ALTITUDE SENSING BEACONS	2016-05-20	Pending	15/159,966	BI Incorporated	USA		
SYSTEMS AND METHODS FOR POWER EFFICIENT TRACKING	2015-04-30	Pending	14/700,902	BI Incorporated	USA		
SYSTEMS AND METHODS FOR PURSUIT GOVERNANCE IN A MONITORING SYSTEM	2016-07-11	Pending	15/207,121	BI Incorporated	USA		
SYSTEMS AND METHODS FOR PURSUIT GOVERNANCE IN A MONITORING SYSTEM	2014-07-28	Issued	14/444,809	BI Incorporated	USA	9,423,487	2016-08-23
SYSTEMS AND METHODS FOR REDUCING FALSE NEGATIVE TAMPER DETECTION	2014-11-03	Pending	14/531,735	BI Incorporated	USA		
SYSTEMS AND METHODS FOR SOUND EVENT TARGET MONITOR CORRELATION	2016-03-03	Pending	15/059,914	BI Incorporated	USA		

TITLE	DATE FILED	STATUS	APPLICATION #	OWNER	COUNTRY	PATENT #	PATENT ISSUE DATE
SYSTEMS AND METHODS FOR SUPPORTING ZONES IN A MONITORING SYSTEM	2013-06-17	Pending	13/919,862	BI Incorporated	USA		
SYSTEMS AND METHODS FOR TRANSDERMAL SECRETION DETECTION	2014-01-09	Issued	14/150,927	BI Incorporated	USA	9,241,659	2016-01-26
SYSTEMS AND METHODS FOR TRANSDERMAL SECRETION DETECTION	2010-03-02	Issued	12/716,254	BI Incorporated	USA	8,657,744	2014-02-25
SYSTEMS AND METHODS FOR UTILIZING INFORMATION TO MONITOR TARGETS	2014-03-27	Pending	14/228,198	BI Incorporated	USA		
SYSTEMS AND METHODS FOR VARIABLE COLLISION AVOIDANCE	2010-11-02	Issued	12/917,856	BI Incorporated	USA	8,576,065	2013-11-05
TRANSDERMAL PORTABLE ALCOHOL MONITOR AND METHODS FOR USING SUCH	2008-03-04	Issued	12/041,765	BI Incorporated	USA	7,930,927	2011-04-26
WIRELESS CHARGING OF BODY-WORN DEVICE BATTERIES	2012-03-15	Pending	61/611,172	BI Incorporated	USA		

SECOND AMENDED AND RESTATED PATENT SECURITY AGREEMENT

This SECOND AMENDED AND RESTATED PATENT SECURITY AGREEMENT, dated as of June 13, 2017 (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by B.I. Incorporated (the "Existing Grantor") and B.I. Mobile Breath, Inc. ("Mobile Breath", and together with the Existing Grantor, "Grantors", and each a "Grantor") in favor of BNP Paribas, as administrative agent for the Secured Parties (in such capacity, the "Administrative Agent").

WHEREAS, The GEO Group, Inc. ("GEO"), GEO Corrections Holdings, Inc. ("Corrections"), the Australian Borrowers referred to therein, the Lenders from time to time party thereto and the Administrative Agent have entered into the Third Amended and Restated Credit Agreement, dated as of March 23, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; all capitalized terms used and not defined herein shall have the meaning given thereto in the Credit Agreement or the applicable Security Document (as defined in the Credit Agreement));

WHEREAS, the Grantor has entered into the Second Amended and Restated Collateral Agreement, dated as of March 23, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among GEO, Corrections, certain subsidiaries of GEO, and the Administrative Agent;

WHEREAS, pursuant to the Collateral Agreement, the Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in and all of the Grantor's rights in and to the Collateral, including all Patents and Patent Licenses, Trademarks and Trademark Licenses, and other Intellectual Property; and

WHEREAS, pursuant to the Collateral Agreement, the Grantor has agreed to execute and deliver this Agreement and such other documents or instruments as the Administrative Agent shall reasonably request.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. Continuing Grant of Security Interest. Notwithstanding the amendment and restatement of the Existing Credit Agreement on the Third Restatement Effective Date pursuant to the Credit Agreement, the Existing Grantor hereby confirms that the Amended and Restated Patent Security Agreement dated as of April 19, 2013 (the "Existing Patent Security Agreement") and executed by the Grantor in favor of the Administrative Agent, as well as all collateral described therein encumbered thereby will continue to secure, to the fullest extent permitted under applicable law and as contemplated by this Agreement and the Collateral Agreement, the payment and performance of the Obligations, whether now or hereafter existing under or in respect of the Credit Agreement or any other Loan Document. The Grantor also hereby amends and restates its grant of security interest in its entirety as set forth in Section 2 below.

2. Grant of Security Interest. Each Grantor hereby grants to the Administrative Agent, for the ratable benefit of itself and the other Secured Parties, to the extent provided in the Collateral Agreement, a security interest and continuing lien on all of such Grantor's right, title and interest in and to the following, whether now owned or at any time hereafter acquired or arising or wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, but acceleration or otherwise) of the Obligations:

(a) Patents and Patent Licenses. (a) all patents, rights and interests in patents, patentable inventions and patent applications anywhere in the world, including, without limitation, those listed on Schedule 1 hereto;

(b) all reissues, extensions, continuations (in whole or in part) and renewals of any of the foregoing;

(c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing;

(d) the right to sue for past, present and future infringements of any of the foregoing;

(e) all rights corresponding to any of the foregoing throughout the world; and

(f) any agreement now or hereafter in existence, whether written or oral, providing for the grant by or to the Grantor of any right to use any Patent, including, without limitation, any of the foregoing referred to in Schedule 1.

3. Recordation. Each Grantor hereby authorizes and requests that the Commissioner of Patents and any other applicable government officer record this Agreement.

4. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy or by electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

5. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York (including Section 5-1401 and Section 5-1402 of the General Obligations Law of the State of New York), without regard to the conflicts of law provisions of such state.

6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Collateral Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein in their entirety by this reference hereto. In the event that any provisions of this Agreement are in conflict with the Collateral Agreement or the Credit Agreement, the provisions of the Collateral Agreement or the Credit Agreement, as applicable, shall govern.

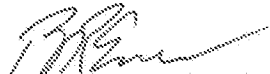
7. Amendment and Restatement. As of the date hereof, this Agreement shall amend, and restate as amended, the Existing Patent Security Agreement, but shall not constitute a novation thereof or in any way impair or otherwise affect the rights or obligations of the parties thereunder (including with respect to representations and warranties made thereunder) except as such rights or obligations are amended or modified hereby. The Existing Patent Security Agreement as amended and restated hereby shall be deemed to be a continuing agreement among the parties, and all documents, instruments, agreements and recordations delivered or made pursuant to or in connection with the Existing IP Security Agreement not amended and restated in connection with the entry of the parties into this Agreement shall remain in full force and effect, each in accordance with its terms, as of the date of delivery or such other date as contemplated by such document, instrument, agreement or recordation to the same extent as if the modifications to the Existing Patent Security Agreement contained herein were set forth in an amendment to the Existing Patent Security Agreement in a customary form, unless such

document, instrument, agreement or recordation has otherwise been terminated or has expired in accordance with or pursuant to the terms of the Credit Agreement, the Existing Credit Agreement, this Agreement or the Existing Patent Security Agreement or such document, instrument, agreement or recordation or as otherwise agreed by the required parties hereto or thereto.

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IN WITNESS WHEREOF, each of the undersigned has caused this Amended and Restated Patent Security Agreement to be duly executed and delivered as of the date first above written.

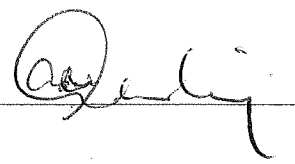
B.I. INCORPORATED
B.I. MOBILE BREATH, INC.

By: 
Name: Brian R. Evans
Title: Vice President, Finance

ACKNOWLEDGED AND ACCEPTED:

BNP PARIBAS,
as Administrative Agent

By: 
Name **Sang W. Han**
Title **Vice President**

By: 
Name **Ade Adedeji**
Title **Vice President**

Schedule I
to Second Amended and Restated Patent Security Agreement

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SYSTEMS AND METHODS FOR LOOSE MONITORING OF TARGETS	2016-03-10	Pending	15/066,959	BI Incorporated	USA		
SYSTEMS AND METHODS FOR MANUAL TAMPER RESET IN A MONITORING SYSTEM	2016-09-29	Pending	15/280,956	BI Incorporated	USA		
SYSTEMS AND METHODS FOR MONITORING ALTITUDE SENSING BEACONS	2016-05-20	Pending	15/159,966	BI Incorporated	USA		
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