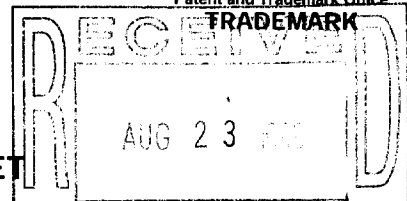


08-27-1999



101128827



MRO
8.23.99

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
08 04 99

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

08/26/1999 DC04TES 00000098 75421274

FOR OFFICE USE ONLY

01 FC:481

40.00 OP

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Chester Rothstein
Name of Person Signing


Signature

August 23, 1999
Date Signed

ASSIGNMENT
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

WHEREAS, pursuant to the Security Agreement, dated as of January 1, 1999 (as heretofore amended, modified, restated or supplemented from time to time, the "Original Security Agreement") by and among Prison Realty Trust, Inc. (formerly known as Prison Realty Corporation) (the "Borrower"), the subsidiaries of the Borrower party thereto, the banks and other financial institutions party thereto as lenders (the "Original Lenders") and NationsBank, N.A. (now known as Bank of America, N.A.), as Administrative Agent for the Original Lenders (the "Original Administrative Agent"), Prison Realty Trust, Inc. (formerly known as Prison Realty Corporation) (the "Obligor") granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications listed on Annex I attached hereto, and the goodwill associated therewith, to the Original Administrative Agent for the ratable benefit of the Original Lenders (the "Trademarks"); and

WHEREAS, the Borrower has requested that the Original Security Agreement be amended and restated in full as set forth in that certain Amended and Restated Security Agreement dated as of August 4, 1999 by and among the Borrower, the subsidiaries of the Borrower from time to time party thereto, Lehman Commercial Paper Inc. (the "Administrative Agent") for the Secured Parties referenced therein (as the same may be amended, modified, extended or restated from time to time, the "Security Agreement"); and

WHEREAS, the Required Lenders under and as defined in the Original Credit Agreement (as defined in the Security Agreement) are willing to so amend and restate the Original Security Agreement and in connection therewith the Original Administrative Agent has resigned and is being replaced by the Administrative Agent; and

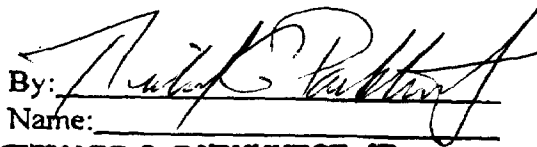
WHEREAS, it is a condition precedent to the effectiveness of the Security Agreement that the Obligor's grant of a security interest in and continuing lien upon, the Trademarks be assigned from the Original Administrative Agent to the Administrative Agent for the ratable benefit of the Secured Parties.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Original Administrative Agent hereby assigns its security interest in and continuing lien upon, the Trademarks to the Administrative Agent for the ratable benefit of the Secured Parties.

The Obligor and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

BANK OF AMERICA, N.A.
(formerly known as NationsBank, N.A.)
as Original Administrative Agent

By: 
Name: _____

RICHARD G. PARKHURST, JR.
MANAGING DIRECTOR

Acknowledged and Accepted:

LEHMAN COMMERCIAL PAPER INC.,
as Administrative Agent

By: _____
Name: _____
Title: _____

PRISON REALTY TRUST, INC.
as Obligor

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT OF THE ORIGINAL ADMINISTRATIVE AGENT

STATE OF North Carolina)
) ss.
COUNTY OF Mecklenburg

On this 2nd day of August, 1999 before me personally appeared Richard G. Parkhurst, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Bank of America, N.A., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation, as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said United States banking entity.



{seal}

Van D. Johnson
Notary Public

The Obligor and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

BANK OF AMERICA, N.A.
(formerly known as NationsBank, N.A.)
as Original Administrative Agent

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

LEHMAN COMMERCIAL PAPER INC.,
as Administrative Agent

By: Michael F. Obern
Name: MICHAEL F. OBERN
Title: AUTHORIZED SIGNATORY

PRISON REALTY TRUST, INC.
as Obligor

By: DR. R. CRANTS
Name: DOCTOR R. CRANTS, LL
Title: PRESIDENT

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York)
COUNTY OF New York) ss.

On this 3rd day of August, 1999 before me personally appeared Michael E O'Brien, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Lehman Commercial Paper Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation, as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Eileen A Krakauer
Notary Public

{seal}

EILEEN KRAKAUER
Notary Public, State of New York
No. 31-4637224
Qualified in New York County
Commission Expires April 30, 2000

The Obligor and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

BANK OF AMERICA, N.A.
(formerly known as NationsBank, N.A.)
as Original Administrative Agent

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

LEHMAN COMMERCIAL PAPER INC.,
as Administrative Agent

By: _____
Name: _____
Title: _____

PRISON REALTY TRUST, INC.
as Obligor

By: Vida H. Carroll
Name: Vida H. Carroll
Title: C.F.O. / Secretary / Treasurer

ACKNOWLEDGMENT OF OBLIGOR

STATE OF Tennessee)

COUNTY OF Davidson) ss.

On this 2nd day of August, 1999 before me personally appeared Vida H. Carroll, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Prison Health Fund, Inc. who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Binda J. Boggs

Notary Public

My Commission Expires 5-26-2002

{seal}

ANNEX I

TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark Item</u>	<u>Date of Trademark</u>
----------------------	--	------------------------------

TRADEMARK APPLICATIONS

<u>Trademark Application Number</u>	<u>Description of Trademark Applied For</u>	<u>Date of Trademark Application</u>
75/403,644 (abandoned)	Prison Realty Trust	December 11, 1997
75/404,064 (abandoned)	Prison Realty Trust	December 11, 1997
75/421,274	CCA Corrections Corporation of America	January 21, 1998

AMSTER, ROTHSTEIN & EBENSTEIN

ATTORNEYS AT LAW

PATENTS • TRADEMARKS • COPYRIGHTS

90 PARK AVENUE

NEW YORK, NEW YORK 10016

TELEPHONE: (212) 697-5995

FACSIMILE: (212) 286-0854

NEAL L. ROSENBERG
CHESTER ROTHSTEIN
DAVID H. KAGAN
DENISE A. LINDENAUER
CRAIG J. ARNOLD
NANCY M. DODDERIDGE
CHARLES R. MACEDO
TREBOR LLOYD
NEAL S. GREENFIELD
DONNA L. ANGOTTI
JANE UNGARO
JOSEPH M. CASINO
JOHN S. ECONOMOU*
SIMON BOCK
JOHN C. GARCES

BETH KOTRAN
MARK J. ROSENBERG
MICHAEL V. SOLOMITA
HOLLY PEKOWSKY
DANIEL BASOV
IAN R. BLUM*
MICHAEL P. KENNEY
KENNETH M. BERNSTEIN
BARBARA A. PARVIS*
MARION P. METELSKI*
MONIQUE L. RIBANDO
STEVEN M. SHEBAR
JAN TAMULEWICZ
ALISON R. KELLY

*NOT ADMITTED IN NEW YORK

MORTON AMSTER
DANIEL S. EBENSTEIN
PHILIP H. GOTTFRIED
MICHAEL J. BERGER
NEIL M. ZIPKIN
ANTHONY F. LO CICERO
JOEL E. LUTZKER
KAREN ARTZ ASH
KENNETH P. GEORGE
ABRAHAM KASDAN, PH.D.
LEONARD S. SORGI
IRA E. SILFIN

JESSE ROTHSTEIN (RETIRED)

INTERNATIONAL DEPARTMENT

DAVID R. BROWN (NON-LAWYER)

PATRICK E. BOLAND*

August 23, 1999

via Express Mail

Honorable Commissioner of
Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Attn: Trademark Assignment Branch

"Express Mail" mailing label no. EL167822845US
Date of Deposit AUGUST 23, 1999
I hereby certify that this paper or fee is being deposited
with the United States Postal Service "Express Mail Post
Office to Addressee" service under 37 CFR 1.10 on the date
indicated above and is addressed to the Commission of
Patents and Trademarks, Washington, D.C. 20231
GREGORY A. ANTOINE
Gregory A. Antoine
(Signature of person mailing paper or fee)

Re: Lehman Brothers, Inc./Prison Realty Trust, Inc.
Trademark Assignment
(Bank of America, N.A./Lehman Commercial Paper Inc. &
Prison Realty Trust, Inc.)
U.S. Trademark Reg. No. 75/421,274
Our File 49236/4

Dear Sir:

Enclosed for filing and recordation please find the Assignment of Grant of Security Interest, dated August 4, 1999, made by Bank of America, N.A. (the "Original Administrative Agent"), in favor of Lehman Commercial Paper Inc. (the "Administrative Agent") and Prison Realty Trust, Inc. (as "Obligor").

By this enclosed document, the Original Administrative Agent hereby assigns its security interest in and continuing lien upon, the trademark listed on the attached Annex I to the Administrative Agent for the ratable interest of the Secured Parties.

August 23, 1999

Kindly record this Assignment of Grant of Security Interest in Trademarks against the U.S. Trademark Registration listed in the attached Assignment of Grant of Security Interest, in the Trademark Assignee Index.

Also enclosed is a check in the amount of \$40.00, representing payment of the fees incurred in connection with such filing and recordation. Kindly charge any additional costs to the Deposit Account of Amster, Rothstein & Ebenstein, Account No. 01-1785.

Kindly address any inquiries concerning this matter to the attention of the undersigned at the above address.

Respectfully submitted,

AMSTER, ROTHSTEIN & EBENSTEIN



Chester Rothstein

CPR/org
Encls.

cc: Patrick Mitchell, Esq. (w/o encl.)

John R. Lauber, Esq. (w/ encl.)