

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Evercom Systems, Inc.		09/30/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Wells Fargo Foothill, LLC
Street Address:	1100 Abernathy Road, Suite 1600
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	2698196	EVERCOM SYSTEMS
Registration Number:	2664188	SMARTCONNECT
Registration Number:	2789027	EVERCOM
Registration Number:	2520541	EVERCOM SYSTEMS
Registration Number:	2585670	EVERCOM SYSTEMS
Registration Number:	2585672	EVERCOM SYSTEMS
Serial Number:	76491487	
Serial Number:	78354063	ELECTRONICDRAGNET
Serial Number:	76594043	EVERCOM
Serial Number:	76594042	EVERCOM
Registration Number:	3261716	
Registration Number:	3052486	
Serial Number:	77163270	
Serial Number:	77163203	

CH \$740.00 2698196

Serial Number:	77163157	
Serial Number:	77163182	
Serial Number:	77163125	
Serial Number:	76606493	
Serial Number:	77163409	COVERT ALERT
Serial Number:	77163390	COVERT ALERT
Serial Number:	77163371	COVERT ALERT
Serial Number:	77163347	COVERT ALERT
Serial Number:	78780330	ELECTRONICDRAGNET
Serial Number:	77162891	ELECTRONICDRAGNET
Serial Number:	77162876	ELECTRONICDRAGNET
Serial Number:	77177273	S-GATE
Serial Number:	77177257	S-GATE
Serial Number:	77177253	S-GATE
Serial Number:	77177242	S-GATE

**CORRESPONDENCE DATA**

Fax Number: (216)579-0212  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (404) 581-8768  
Email: lmendelson@jonesday.com, pcyingier@jonesday.com  
Correspondent Name: Laura Mendelson  
Address Line 1: 1420 Peachtree Street, NE, Suite 800  
Address Line 2: Jones Day  
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	688266-600002-SECURIS
NAME OF SUBMITTER:	Laura Mendelson
Signature:	/Laura Mendelson/
Date:	10/06/2008

Total Attachments: 8  
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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th day of September, 2008, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, LLC, in its capacity as Agent for the Lender Group and the Hedge Agreement Providers (together with its successors, "Agent").

## WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Securus Technologies, Inc., as Parent, the various subsidiaries of Parent party thereto, as co-borrowers ("Borrowers"), the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Hedge Agreement Providers, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Hedge Agreement Providers, this Trademark 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:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Hedge Agreement Providers, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

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

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark

licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

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

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Hedge Agreement Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the terms "includes" and "including" are not limiting. The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations and other than any Hedge Agreement Obligations that, at such time, are allowed by the applicable Hedge Agreement Providers to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by

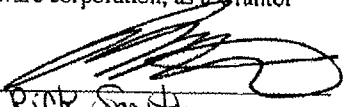
the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[Signature page follows]


IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

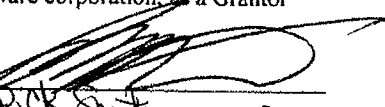
**T-NETIX, INC.**  
a Delaware corporation, as a Grantor

By:   
Name: RICK SMITH  
Title: PRESIDENT

**EVERCOM SYSTEMS, INC.**  
a Delaware corporation, as a Grantor

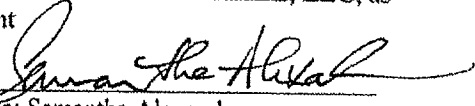
By:   
Name: RICK SMITH  
Title: PRESIDENT

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

By:   
Name: RICK SMITH  
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, LLC, as  
Agent

By:   
Name: Samantha Alexander  
Title: Underwriter, Vice President

Securus: Trademark Security Agreement

**TRADEMARK**  
**REEL: 003865 FRAME: 0494**

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
Securus Technologies, Inc.	USA	SECURUS	3,169,198	11/07/06
Securus Technologies, Inc.	USA	SECURUS	77/162932	4/23/07
Securus Technologies, Inc.	USA	SECURUS	77/162943	4/23/07
T-NETIX	USA	COGENT (Class 36)	1,537,607	5/2/89
T-NETIX	USA	PIN-LOCK	2,194,830	10/13/98
T-NETIX	USA	SECUREVOICE	78/293406	Pending
T-NETIX	USA	T-NETIX	3,362,520	1/01/08
T-NETIX	USA	T-NETIX	3,344,297	11/27/07
Evercom Systems, Inc.	USA	EVERCOM SYSTEMS K001D1- 10211918	75/982,163 2,698,196	7/27/1998 3/18/2003
Evercom Systems, Inc.	USA	SMARTCONNEC T K002US- 10207748	76/163,962 2,664,188	11/13/2000 12/17/2002
Evercom Systems, Inc.	USA	EVERCOM K007US-10210197	75/503,453 2,789,027	6/16/1998 12/2/2003
Evercom Systems, Inc.	USA	EVERCOM SYSTEMS K011US- 10211924	75/526,392 2,520,541	7/27/1998 12/18/2001
Evercom Systems, Inc.	USA	EVERCOM SYSTEMS K012US- 10211925	75/526,393 2,585,670	7/27/1998 06/25/2002



Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Evercom Systems, Inc.	USA	EVERCOM SYSTEMS K013US- 10211926	75/530,595 2,585,672	8/04/1998 6/25/2002
Evercom Systems, Inc.	USA	MISCELLANEOU S DESIGN K014US- 10300176	76/491,487	2/20/2003
Evercom Systems, Inc.	USA	ELECTRONICDR AGNET K024US- 10311996	78/354,063	1/20/2004
Evercom Systems, Inc.	USA	EVERCOM – ITU K044US- 10312006	76/594,043	5/26/2004
Evercom Systems, Inc.	USA	EVERCOM – USE K045US- 10312007	76/594,042	5/26/2004
Evercom Systems	USA	(2) DESIGN ONLY	3,261,716	7/10/07
Evercom Systems	USA	(2) DESIGN ONLY	3,052,486	1/01/06
Evercom Systems, Inc.	USA	Miscellan eous Design (Circuit Board and World)	77/163270	04/23/07
Evercom Systems, Inc.	USA	Miscellan eous Design (Circuit Board and World)	77/163203	04/23/07
Evercom Systems, Inc.	USA	Miscellan eous Design (Circuit Board and World)	77/163157	04/23/07
Evercom Systems, Inc.	USA	Miscellan eous Design (Circuit Board and World)	77/163182	04/23/07

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Evercom Systems, Inc.	USA	Miscellan eous Design (Circuit Board and World)	77/163125	04/23/07
Evercom Systems, Inc.	USA	Miscellan eous Design (Logo)	76/606493	08/11/04
Evercom Systems, Inc.	USA	Covert Alert	77/163409	04/23/07
Evercom Systems, Inc.	USA	Covert Alert	77/163390	04/23/07
Evercom Systems, Inc.	USA	Covert Alert	77/163371	04/23/07
Evercom Systems, Inc.	USA	Covert Alert	77/163347	04/23/07
Evercom Systems, Inc.	USA	Electronic Dragnet	77/780330	12/23/05
Evercom Systems, Inc.	USA	Electronic Dragnet	77/162891	04/23/07
Evercom Systems, Inc.	USA	Electronic Dragnet	77/162876	04/23/07
Evercom Systems, Inc.	USA	S-GATE	77/177273	05/10/07
Evercom Systems, Inc.	USA	S-GATE	77/177257	05/10/07
Evercom Systems, Inc.	USA	S-GATE	77/177253	05/10/07
Evercom Systems, Inc.	USA	S-GATE	77/177242	10/23/07