

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349992

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (Second Lien)		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPAY, Inc.		07/31/2015	Corporation: Texas:
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		
Entity Type:	Trust Company: NEW YORK		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2724377	JPAY	
Registration Number:	3929607	JP3	
Registration Number:	4280128	JP4	
Registration Number:	4723627	JP5	
Registration Number:	4723649	JP5S	
Serial Number:	86642142	JPAY	
CORRESPONDENCE DATA			
Fax Number:	2134522329		
<i>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.</i>			
Phone:	2136207700		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	633 W 5th St,1900		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1111779-2369-S216		
NAME OF SUBMITTER:	Justine Lu		
SIGNATURE:	/Justine Lu/		

CH \$165.00 2724377

DATE SIGNED:	07/31/2015
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Total Attachments: 7

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- source=Trademark Security Agreement - Second Lien - Securus - 07 31 2015_(37141#page2.tif
- source=Trademark Security Agreement - Second Lien - Securus - 07 31 2015_(37141#page3.tif
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- source=Trademark Security Agreement - Second Lien - Securus - 07 31 2015_(37141#page7.tif

This instrument and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Closing Date Intercreditor Agreement (the "Closing Date Intercreditor Agreement") dated as of April 30, 2013 between Deutsche Bank Trust Company Americas as First Lien Credit Agreement Administrative Agent and Deutsche Bank Trust Company Americas as Second Lien Credit Agreement Administrative Agent, to the indebtedness (including interest) owed by the Borrower pursuant to that certain First Lien Credit Agreement dated as of April 30, 2013 among Connect Merger Sub, Inc., the other Guarantors party thereto from time to time, Deutsche Bank Trust Company Americas, as Administrative Agent, each lender from time to time party thereto, and Deutsche Bank Trust Company Americas, as L/C Issuer and Swing Line Lender and the other agents named therein, as such First Lien Credit Agreement has been and hereafter may be amended, supplemented or otherwise modified from time to time and to indebtedness refinancing the indebtedness under that agreement as contemplated by the Closing Date Intercreditor Agreement; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Closing Date Intercreditor Agreement.

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 31, 2015 (as amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entity identified as a grantor on the signature pages hereto (the "**Grantor**") 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 Grantor is party to a Second Lien Security Agreement, dated as of April 30, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") between the Grantor and the other grantors party thereto and the Administrative Agent pursuant to which the Grantor granted a security interest to the Administrative Agent in the Trademark 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 Grantor hereby agrees 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, the 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 the Grantor or in which the Grantor

now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”), including the registrations and registration applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantor and (b) all goodwill connected with the use thereof and symbolized thereby; *provided*, that the Trademark Collateral shall not include any Excluded Assets,

(ii) the right to sue or otherwise recover for past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to goodwill, and all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit, and

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

SECTION 2.1 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

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 Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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. 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

THE GRANTOR HEREBY AUTHORIZES AND REQUESTS THAT THE USPTO RECORD THIS TRADEMARK SECURITY AGREEMENT.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark 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 Grantor to evidence and record the release of the lien on and security interests in the Trademark 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.

[Remainder of page intentionally left blank]

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.

JPAY INC.,
as Grantor

By: 


Name: Mark Silverman

Title: Chief Financial Officer

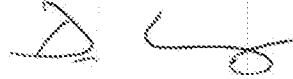
[Signature Page to Securus Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005589 FRAME: 0899

**DEUTSCHE BANK TRUST COMPANY
AMERICAS,**
as Administrative Agent

By: 

Name: **Anca Trifan**
Title: **Managing Director**



Dusan Lazarov
Director

[Signature Page to Securus Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005589 FRAME: 0900

The foregoing Agreement is hereby ACKNOWLEDGED AND AGREED by:

**SECURUS TECHNOLOGIES HOLDINGS,
INC.**

By: 

Name: Richard A. Smith

Title: Chief Executive Officer

CONNECT ACQUISITION CORP.

By: 

Name: Richard A. Smith

Title: Chief Executive Officer

[Signature Page to Securus Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005589 FRAME: 0901

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Owner	Mark	Registration / Filing Date	Registration No. / Serial No.
JPAY Inc.	JPay	6/10/2003	Registration #2724377
JPAY Inc.	JP3	3/8/2011	Registration #3929607
JPAY Inc.	JP4	1/22/2013	Registration #4280128
JPAY Inc.	JP5	4/21/15	Registration # 4723627
JPAY Inc.	JP5s	4/21/15	Registration # 4723649
JPAY Inc.	JPAY	Filed 5/27/15	Serial # 86642142