

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM753517

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
THE GEO GROUP, INC.		09/02/2022	Corporation: FLORIDA
GEO REENTRY SERVICES, LLC		09/02/2022	Limited Liability Company: FLORIDA
GEO TRANSPORT, INC.		09/02/2022	Corporation: FLORIDA
B.I. INCORPORATED		09/02/2022	Corporation: COLORADO
PROTOCOL CRIMINAL JUSTICE, INC.		09/02/2022	Corporation: FLORIDA
BI MOBILE BREATH, INC.		09/02/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ANKURA TRUST COMPANY		
<b>Street Address:</b>	140 Sherman Street, Fourth Floor		
<b>City:</b>	Fairfield		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06824		
<b>Entity Type:</b>	Company: NEW HAMPSHIRE		
<b>PROPERTY NUMBERS Total: 51</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2756906	ACCUTRAX	
<b>Registration Number:</b>	5636206	ADAPTIVE FACIAL RECOGNITION	
<b>Registration Number:</b>	5539316	AFR	
<b>Registration Number:</b>	2887948	BEHAVIORAL INTERVENTIONS	
<b>Registration Number:</b>	2697736	BI	
<b>Registration Number:</b>	4174328	BI A GEO GROUP COMPANY	
<b>Registration Number:</b>	5300046	BI AGENCY ASSIST	
<b>Registration Number:</b>	5312551	BI ANALYTICS	
<b>Registration Number:</b>	4863904	BI LOC8	
<b>Registration Number:</b>	6503530	BI MOBILE	
<b>Registration Number:</b>	6503613	BI MOBILE	
<b>Registration Number:</b>	5069815	BI SL2	
<b>Registration Number:</b>	6114030	BI SL3	

CH \$1290.00 2756906

Property Type	Number	Word Mark
Registration Number:	5553797	BI SMARTLINK
Registration Number:	3794108	BI TAD
Registration Number:	3632090	BI TOTALACCESS
Registration Number:	2695057	BI VOICEID
Registration Number:	6071161	CEC COMMUNITY EDUCATION CENTERS
Registration Number:	2695411	DRIVE-BI
Registration Number:	5422690	EMBARC COGNITIVE BEHAVIORAL TREATMENT PR
Registration Number:	2935437	EXACUTRACK
Registration Number:	4371884	GEO
Registration Number:	4391246	GEO
Registration Number:	4679344	GEO
Registration Number:	6298415	GEO ACADEMY
Registration Number:	5395028	GEO CARE
Registration Number:	4157042	GEO CARE
Registration Number:	4938227	GEO CARE
Registration Number:	4471328	GEO CONTINUUM OF CARE
Registration Number:	5530891	GEO CONTINUUM OF CARE
Registration Number:	4432054	GEO CORRECTIONS & DETENTION
Registration Number:	4379416	GEO GOING GREEN
Registration Number:	6056620	GEO REENTRY CONNECT
Registration Number:	5501566	GEO REENTRY SERVICES
Registration Number:	6206728	GEO SECURE SERVICES
Registration Number:	6206736	GEO SECURE SERVICES
Registration Number:	4432031	GEO THE GEO GROUP, INC.
Registration Number:	4240386	GEO TRANSPORT
Registration Number:	3535405	GROUPGUARD
Registration Number:	3203565	GROUPGUARD PLUS
Registration Number:	2407060	GUARDCENTER
Registration Number:	2574311	GUARDSERVER
Registration Number:	2633464	HOMEGUARD
Registration Number:	6204591	BI
Registration Number:	4635421	PROTOCOL
Registration Number:	2307826	SOBRIETOR
Registration Number:	5577871	GEO THE GEO GROUP FOUNDATION, INC.
Registration Number:	3276095	THE GEO GROUP, INC.
Registration Number:	4982630	BREAKING THE CYCLE OF RECIDIVISM
Registration Number:	4157043	ABRAXAS A GEO GROUP COMPANY
Registration Number:	1677986	SECON

**CORRESPONDENCE DATA****Fax Number:** 2028874288*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:** 2028874000**Email:** mbeyene@akingump.com, DC\_IPDocketing@AKINGUMP.com**Correspondent Name:** Mussie B Beyene**Address Line 1:** 2001 K Street N.W.**Address Line 4:** Washington DC, D.C. 20006**ATTORNEY DOCKET NUMBER:** 103370.0001**NAME OF SUBMITTER:** Mussie B Beyene**SIGNATURE:** /Mussie B Beyene/**DATE SIGNED:** 09/06/2022**Total Attachments: 9**

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of September 2, 2022 (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by The GEO Group, Inc. (“GEO”), GEO Reentry Services, LLC (“Reentry”), GEO Transport, Inc. (“Transport”), BI Mobile Breath (f/k/a Soberlink, Inc.) (“Mobile Breath”), Protocol Criminal Justice, Inc. (“Protocol”) and B.I. Incorporated (“BI”, and together with GEO, Reentry, Transport, Mobile Breath, and Protocol, the “Grantors”, and each a “Grantor”), in favor of Ankura Trust Company, as Second Lien Collateral Trustee for the ratable benefit of the Secured Parties (as defined below) (in such capacity, the “Collateral Trustee”).

WHEREAS, GEO has issued (i) 10.500% senior second lien notes due 2028 (the “Public Exchange Notes”) in an aggregate principal amount of \$286,521,000 pursuant to an Indenture, dated as of August 19, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Public Exchange Notes Indenture”), among GEO, the other Grantors and certain other subsidiaries of GEO party thereto, as guarantors, Ankura Trust Company, LLC, as trustee (in such capacity and together with its successors in such capacity, the “Public Exchange Notes Trustee”), and the Collateral Trustee, and (ii) 9.500% senior second lien notes due 2028 (the “Private Exchange Notes” and, together with the Public Exchange Notes, the “Notes”) in an aggregate principal amount of \$239,142,000 pursuant to an Indenture, dated as of August 19, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Private Exchange Notes Indenture” and, together with the Public Exchange Notes Indenture, the “Indentures” and each, an “Indenture”), among GEO, the other Grantors and certain other subsidiaries of GEO party thereto, as guarantors, Ankura Trust Company, LLC, as trustee (in such capacity and together with its successors in such capacity, the “Private Exchange Notes Indenture Trustee” and, together with the Public Exchange Notes Trustee, the “Trustees” and each, a “Trustee”), and the Collateral Trustee;

WHEREAS, (i) pursuant to the terms of the Public Exchange Notes Indenture, certain subsidiaries of GEO who are party hereto have guaranteed payment and performance of the Obligations (as defined in the Public Exchange Notes Indenture), and (ii) pursuant to the terms of the Private Exchange Notes Indenture, certain subsidiaries of GEO who are party hereto have guaranteed payment and performance of the Obligations (as defined in the Private Exchange Notes Indenture);

WHEREAS, pursuant to the Second Lien Collateral Trust Agreement dated as of August 19, 2022 (as such agreement may be amended, modified or restated from time to time, the “Collateral Trust Agreement”) among GEO, the other Grantors and certain other subsidiaries of GEO, the Public Exchange Notes Indenture Trustee, the Private Exchange Notes Indenture Trustee, and the Collateral Trustee, the Collateral Trustee has agreed to act as the agent on behalf of the Secured Parties (as defined therein, “Secured Parties”);

WHEREAS, the Grantors have entered into the Collateral Agreement, dated as of August 19, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among GEO, the other Grantors and certain other subsidiaries of GEO, and the Collateral Trustee;

WHEREAS, pursuant to the Collateral Agreement, each of the Grantors has granted to the Collateral Trustee, a continuing security interest in and all of such Grantor's rights in and to the Collateral, including all Copyrights and Copyright Licenses, Patents and Patent Licenses, Trademarks and Trademark Licenses, and other Intellectual Property; and

WHEREAS, pursuant to the Collateral Agreement, each of the Grantors has agreed to execute and deliver this Agreement and such other documents or instruments as the Collateral Trustee shall reasonably request.

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

1. Grant of Security Interest. Each Grantor hereby grants to the Collateral Trustee, 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, by acceleration or otherwise) of the Secured Obligations (as defined in the Collateral Trust Agreement):

(a) all trademarks, rights and interests in trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith 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 goodwill of the business connected with the use of, and symbolized by, each such trademark;

(d) 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;

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

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

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

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

3. 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.

4. 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.


5. 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, the Collateral Trust Agreement or the Indentures, the provisions of the Collateral Agreement, the Collateral Trust Agreement or the Indentures, as applicable, shall govern.

6. First Lien/Second Lien Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Trustee pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the First Priority Secured Parties (as defined in the First Lien/Second Lien Intercreditor Agreement referred to below), including liens and security interests granted to (a) Alter Domus Products Corp., as administrative agent (the “Exchange Credit Facility Agent”) under the Exchange Credit Agreement (as defined in the First Lien/Second Lien Intercreditor Agreement) or (b) Alter Domus Products Corp., as administrative agent (the “Existing Credit Facility Agent”) under the Existing Credit Agreement (as defined in the First Lien/Second Lien Intercreditor Agreement), and (ii) the exercise of any right or remedy by the Collateral Trustee or any other secured party hereunder is subject to the limitations and provisions of the First Lien/Second Lien Intercreditor Agreement dated as of August 19, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien/Second Lien Intercreditor Agreement”), among the Exchange Credit Facility Agent, the Existing Credit Facility Agent, Ankura Trust Company, LLC, as Initial Second Lien Representative, The GEO Group, Inc., GEO Corrections Holdings, Inc., and the other Grantors (as defined therein) party thereto. In the event of any conflict between the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern.

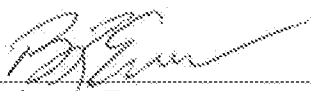
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IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

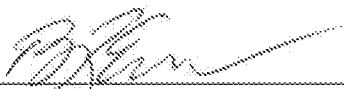
**THE GEO GROUP, INC.**

By:   
Name: Brian R. Evans  
Title: SVP and CFO


**GEO REENTRY SERVICES, LLC**

By:   
Name: Brian R. Evans  
Title: VP, Finance, CFO

**GEO TRANSPORT, INC.**

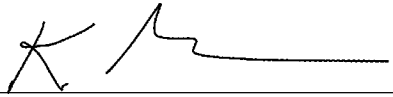
By:   
Name: Brian R. Evans  
Title: VP & Treasurer

**B.I. INCORPORATED  
PROTOCOL CRIMINAL JUSTICE, INC.  
BI MOBILE BREATH, INC.**

By:   
Name: Brian R. Evans  
Title: V.P. FINANCE

ACKNOWLEDGED AND ACCEPTED:

**ANKURA TRUST COMPANY,**  
as Collateral Trustee

By:  \_\_\_\_\_







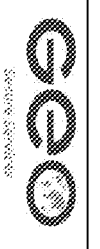
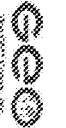

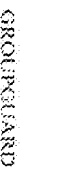


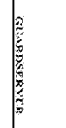

Name Krista Gulalo  
Title: Managing Director


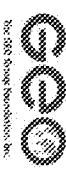



**Schedule 1  
to Trademark Security Agreement**

MARK	DATE FILED	STATUS	APPLICATION #	REGISTRATION DATE	REGISTRATION #	CLASS CODE	OWNER	IMAGE
ACCUSTRAX	2001-04-19	Registered	76/243,395	2003-08-26	2756906	9	BI Incorporated	
ADAPTIVE FACIAL RECOGNITION	2017-12-04	Registered	87/706,526	2018-12-25	5636206	9	BI Mobile Breath, Inc.	
AFR	2017-12-04	Registered	87/706,520	2018-08-14	5539316	9	BI Mobile Breath, Inc.	
BEHAVIORAL INTERVENTIONS	2003-06-19	Registered	76/523,691	2004-09-21	2887948	42	BI Incorporated	
BI (LOGO)	2002-06-03	Registered	76/417,258	2003-03-18	2697736	9	BI Incorporated	
BI A GEO GROUP COMPANY (LOGO)	2011-08-23	Registered	85/404,475	2012-07-17	4174328	44,45	BI Incorporated	
BI AGENCY ASSIST	2017-02-15	Registered	87/337362	2017-10-03	5300046	35,36,38,42,45	BI Incorporated	
BI ANALYTICS	2016-05-10	Registered	87/030,717	2017-10-17	5312551	42	BI Incorporated	
BI LOC8	2014-04-03	Registered	86/240,956	2015-12-01	4863904	9	BI Incorporated	
BI MOBILE	2020-06-29	Registered	90/026311	2021-09-28	6503530	9	BI Incorporated	
BI MOBILE (Stylized)(b&w)	2020-07-15	Registered	90/054877	2021-09-28	6503613	9	BI Incorporated	
BI SL2	2015-08-12	Registered	86/722,860	2016-10-25	5069815	10	BI Incorporated	
BI SL3	2018-04-12	Registered	87/874,483	2020-07-28	6114030	10	BI Incorporated	
BI SMARTLINK	2018-01-09	Registered	87/748475	2018-09-04	5553797	9	BI Incorporated	
BI TAD	2008-10-17	Registered	77/594,919	2010-05-25	3794108	9	BI Incorporated	

MARK	DATE FILED	STATUS	APPLICATION #	REGISTRATION DATE	REGISTRATION #	CLASS CODE	OWNER	IMAGE
								BI TAD
BI TOTALACCESS	2007-07-03	Registered	77/221,719	2009-06-02	3632090	42	BI Incorporated	BI TOTALACCESS
BI VOICEID	2001-12-06	Registered	76/345,976	2003-03-11	2695057	42	BI Incorporated	BI VOICEID
CEC COMMUNITY EDUCATION CENTERS and Design	2019-09-18	Registered	88/621233	2020-06-02	6071161	41, 44	The GEO Group, Inc.	CEC Community Education Centers
DRIVE-BI	2002-04-24	Registered	76/399,311	2003-03-11	2695411	9	BI Incorporated	DRIVE-BI
EMBARC COGNITIVE BEHAVIORAL TREATMENT PROGRAM and Design/Logo	2017-08-02	Registered	87/553168	2018-03-13	5422690	44	GEO Re-entry Services, LLC	EMBARC
EXACTRACK	2003-05-20	Registered	76/515,606	2005-03-22	2935437	9	BI Incorporated	EXACTRACK
GEO (CONTINENTS)	2012-12-05	Registered	85/795,171	2013-07-23	4371884	35,36,37,42,45	The Geo Group, Inc.	GEO
GEO (UK)	2012-12-06	Registered	85/796,871	2013-08-27	4391246	35,36,37,42,45	The Geo Group, Inc.	GEO
GEO (USA)	2012-12-07	Registered	85/797,378	2015-01-27	4679344	35,36,37,42,45	The Geo Group, Inc.	GEO
GEO ACADEMY and Design	2020-05-14	Registered	88/916084	2021-03-23	6298415	41	The GEO Group, Inc.	GEO Academy
GEO CARE	2017-06-23	Registered	87/503468	2018-02-06	5395028	45	The GEO Group, Inc.	GEO CARE
GEO CARE (1) (LOGO)	2011-09-07	Registered	85/416,556	2012-06-12	4157042	43, 44	The GEO Group, Inc.	GEO CARE
GEO CARE (2) (LOGO)	2015-04-06	Registered	86/588,744	2016-04-12	4938227	43, 44	The Geo Group, Inc.	GEO CARE
GEO CONTINUUM OF CARE	2011-10-05	Registered	85/440,063	2014-01-21	4471328	39,41,43,44,45	The Geo Group, Inc.	GEO CONTINUUM OF CARE

MARK	DATE FILED	STATUS	APPLICATION #	REGISTRATION DATE	REGISTRATION #	CLASS CODE	OWNER	IMAGE
GEO CONTINUUM OF CARE (LOGO)	2016-09-27	Registered	87/185,111	2018-07-31	5530891	39,41,43,44,45	The Geo Group, Inc.	
GEO CORRECTIONS & DETENTION (CONTINENTS) (LOGO)	2013-03-22	Registered	85/884,080	2013-11-12	4432054	35,39	The Geo Group, Inc.	
GEO GOING GREEN	2012-12-05	Registered	85/795,190	2013-08-06	4379416	35,36,37,42,45	The Geo Group, Inc.	
GEO REENTRY CONNECT and Design	2019-05-01	Registered	88/411724	2020-05-19	6056620	35	The GEO Group, Inc.	
GEO REENTRY SERVICES and Design	2017-10-27	Registered	87/663088	2018-06-26	5501566	44	The GEO Group, Inc.	
GEO SECURE SERVICES	2019-07-03	Registered	88/500343	2020-11-24	6206728	35, 39	The GEO Group, Inc.	
GEO SECURE SERVICES and Design	2019-07-08	Registered	88/503901	2020-11-24	6206736	35, 39	The GEO Group, Inc.	
GEO THE GEO GROUP, INC. (LOGO)	2013-03-22	Registered	85/883,617	2013-11-12	4432031	35,36,37,42,45	The Geo Group, Inc.	
GEO TRANSPORT (LOGO)	2011-09-07	Registered	85/416,282	2012-11-13	4240386	39	Geo Transport, Inc.	
GROUPGUARD	2005-08-02	Registered	78/683,487	2008-11-18	3535405	9	B.I. Incorporated	
GROUPGUARD PLUS	2005-08-02	Registered	78/683,491	2007-01-30	3203565	9	B.I. Incorporated	
GUARDCENTER	1998-11-24	Registered	75/594,440	2000-11-21	2407060	42	BI Incorporated	
GUARDSERVER	2000-02-07	Registered	75/911,565	2002-05-28	2574311	9	BI Incorporated	
HOMEGUARD	2000-02-08	Registered	75/912,760	2002-10-08	2633464	9	BI Incorporated	

MARK	DATE FILED	STATUS	APPLICATION #	REGISTRATION DATE	REGISTRATION #	CLASS CODE	OWNER	IMAGE
MISC. DESIGN (BI)	2020-04-29	Registered	88/893289	2020-11-24	6204591	44, 45	BI Incorporated	
PROTOCOL	2013-09-09	Registered	86/059,370	2014-11-11	4635421	35,38	Protocol Criminal Justice, Inc.	PROTOCOL
SOBRIETOR	1997-11-12	Registered	75/388,252	2000-01-11	2307826	9	BI Incorporated	SOBRIETOR
THE GEO GROUP FOUNDATION, INC. and Design/Logo	2013-03-21	Registered	85/882194	2018-10-09	5577871	36	The GEO Group, Inc.	
THE GEO GROUP, INC.	2003-09-30	Registered	78/307,754	2007-08-07	3276095	35,36,37,42	The Geo Group, Inc.	THE GEO GROUP, INC.
BREAKING THE CYCLE OF RECIDIVISM	2015-10-01	Registered	86/775,514	2016-06-21	4982630	41,44,45	The GEO Group, Inc.	BREAKING THE CYCLE OF RECIDIVISM
ABRAXAS A GEO GROUP COMPANY	2011-09-07	Registered	85/416,560	2012-06-12	4157043	43,44	The GEO Group, Inc.	
SECON	1990-10-09	Registered	74/105,567	1992-03-03	1677986	42	The GEO Group, Inc.	SECON