

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435277

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE GEO GROUP, INC.		07/13/2017	Corporation: FLORIDA
Cornell Companies, Inc.		07/13/2017	Corporation: FLORIDA
GEO Transport, Inc.		07/13/2017	Corporation: FLORIDA
B.I. Incorporated		07/13/2017	Corporation: COLORADO
Protocol Criminal Justice, Inc.		07/13/2017	Corporation: FLORIDA
B.I. Mobile Breath, Inc.		07/13/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	BNP Paribas, as Administrative Agent
Street Address:	787 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Registration Number:	4157043	ABRAXAS A GEO GROUP COMPANY
Registration Number:	2756906	ACCUTRAX
Registration Number:	2887948	BEHAVIORAL INTERVENTIONS
Registration Number:	2697736	BI
Registration Number:	4174328	BI A GEO GROUP COMPANY
Registration Number:	4863904	BI LOC8
Registration Number:	1788412	BI PROFILE
Registration Number:	3794108	BI TAD
Registration Number:	3632090	BI TOTALACCESS
Registration Number:	2695057	BI VOICEID
Registration Number:	2695411	DRIVE-BI
Registration Number:	2935437	EXACUTRACK
Registration Number:	4371884	GEO
Registration Number:	4391246	GEO

OP \$1065.00 4157043

Property Type	Number	Word Mark
Registration Number:	4679344	GEO
Registration Number:	4157042	GEO CARE
Registration Number:	4938227	GEO CARE
Registration Number:	4669497	GEO COMMUNITY SERVICES
Registration Number:	4471328	GEO CONTINUUM OF CARE
Registration Number:	4432054	GEO CORRECTIONS & DETENTION
Registration Number:	4516304	GEO CORRECTIONS & DETENTION
Registration Number:	4379416	GEO GOING GREEN
Registration Number:	3139781	GEO GROUP, INC.
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:	2513121	GUARDWARE
Registration Number:	2633464	HOMEGUARD
Registration Number:	4635421	PROTOCOL
Registration Number:	4635423	PROTOCOL GLOBAL SOLUTIONS
Registration Number:	3819876	SAFETY SECURITY SERVICE
Registration Number:	2307826	SOBRIETOR
Registration Number:	3276095	THE GEO GROUP, INC.
Serial Number:	86161144	ADAPTIVE FACIAL RECOGNITION
Serial Number:	87019356	AFR
Serial Number:	87030717	BI ANALYTICS
Serial Number:	86722860	BI SL2
Serial Number:	86972840	
Serial Number:	87185111	GEO CONTINUUM OF CARE

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

Email: ipteam@cogencyglobal.com

Correspondent Name: Darlena Bari Stark

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

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

Total Attachments: 13

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SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of June 13, 2017 (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by The GEO Group, Inc. ("GEO"), Cornell Companies, Inc. ("Cornell"), Geo Transport, Inc. ("Transport"), B.I. Mobile Breath (f/k/a Soberlink, Inc.) ("Mobile Breath"), Protocol Criminal Justice, Inc. ("Protocol") and B.I. Incorporated ("BI"), and together with GEO, Cornell, Transport, Mobile Breath, Care and Protocol, the "Grantors", and each a "Grantor", in favor of BNP Paribas, as administrative agent for the Secured Parties (in such capacity, the "Administrative Agent").

WHEREAS, 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 Grantors have 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, each of the Grantors has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in and all of such 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, each of the Grantors 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 Grantors agree 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, each Grantor other than Mobile Breath and Protocol (the "Existing Grantors") hereby confirms that the Amended and Restated Trademark Security Agreement, dated as of April 19, 2013 (the "Existing Trademark Security Agreement") and executed by the Existing Grantors 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. Each of the Grantors 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) 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 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 any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 1.

3. Recordation. Each Grantor hereby authorizes and requests that the Commissioner of Trademarks 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.

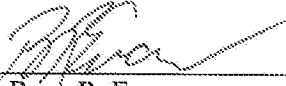
7. Amendment and Restatement. As of the date hereof, this Agreement shall amend, and restate as amended, the Existing Trademark Security Agreement, but shall not constitute a novation thereof or in any way impair or otherwise affect the rights or obligations of the parties thereunder (including with respect to representations and warranties made thereunder) except as such rights or obligations are amended or modified hereby. The Existing Trademark 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 Trademark 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 Trademark Security Agreement contained herein were set forth in an amendment to the Existing Trademark 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 Trademark Security Agreement or such document, instrument, agreement or recordation or as otherwise agreed by the required parties hereto or thereto.

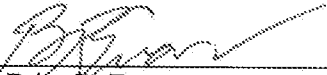
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IN WITNESS WHEREOF, each of the undersigned has caused this Second Amended and Restated Trademark Security Agreement to be duly executed and delivered as of the date first above written.

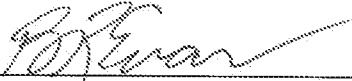
THE GEO GROUP, INC.

By: 
Name: Brian R. Evans
Title: Senior Vice President & Chief Financial Officer


CORNELL COMPANIES, INC.

By: 
Name: Brian R. Evans
Title: Vice President, Finance & Chief Financial Officer

GEO TRANSPORT, INC.

By: 
Name: Brian R. Evans
Title: Vice President & Treasurer

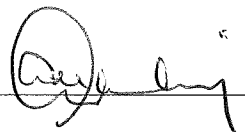
**B.I. INCORPORATED
PROTOCOL CRIMINAL JUSTICE, INC.
B.I. MOBILE BREATH, INC.**

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


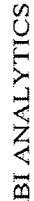
ACKNOWLEDGED AND ACCEPTED:




BNP PARIBAS,
as Administrative Agent

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

By: 
Name
Title
Ade Adedeji
Vice President

Schedule 1
to Second Amended and Restated Trademark Security Agreement

MARK	DATE FILED	STATUS	APPLICATION #	REGISTRATION DATE	REGISTRATION #	CLASS CODE	OWNER	IMAGE
ABRAXAS A GEO GROUP COMPANY	2011-09-07	Registered	85/416,560	2012-06-12	4157043	43, 44	The Geo Group, Inc.	
ACCUTRAX	2001-04-19	Registered	76/243,395	2003-08-26	2756906	9	BI Incorporated	
ADAPTIVE FACIAL RECOGNITION	2014-01-09	Pending	86/161,144			10	Soberlink Inc.	
AFR (2)	2016-04-29	Pending	87/019,356			10	Soberlink 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 ANALYTICS	2016-05-10	Pending	87/030,717			42	BI Incorporated	
BI LOC8	2014-04-03	Registered	86/240,956	2015-12-01	4863904	9	BI Incorporated	
BI PROFILE	1992-11-23	Registered	74/333,345	1993-08-17	1788412	35	BI Incorporated	
BI SL2	2015-08-12	Pending	86/722,860			10	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 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
DRIVE-BI	2002-04-24	Registered	76/399,311	2003-03-11	2695411	9	BI Incorporated	DRIVE-BI
EXACUTRACK	2003-05-20	Registered	76/515,606	2005-03-22	2935437	9	BI Incorporated	EXACUTRACK
FAMILY CASE MANAGEMENT PLAN (LOGO)	2016-04-12	Pending	86/972,840			44	BI Incorporated	
GEO (CONTINENTS)	2012-12-05	Registered	85/795,171	2013-07-23	4371884	35,36,37,42,45	The Geo Group, Inc.	
GEO (UK)	2012-12-06	Registered	85/796,871	2013-08-27	4391246	35,36,37,42,45	The Geo Group, Inc.	
GEO (USA)	2012-12-07	Registered	85/797,378	2015-01-27	4679344	35,36,37,42,45	The Geo Group, Inc.	
GEO CARE (1) (LOGO)	2011-09-07	Registered	85/416,556	2012-06-12	4157042	43, 44	The Geo Group, Inc.	
GEO CARE (2) (LOGO)	2015-04-06	Registered	86/588,744	2016-04-12	4938227	43, 44	The Geo Group, Inc.	
GEO COMMUNITY SERVICES	2013-03-22	Registered	85/884,101	2015-01-13	4669497	41,43,44,45	The Geo Group, Inc.	
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
GEO CONTINUUM OF CARE (LOGO)	2016-09-27	Pending	87/185,111			39,41,43,44,45	The Geo Group, Inc.	

MARK	DATE FILED	STATUS	APPLICATION #	REGISTRATION DATE	REGISTRATION #	CLASS CODE	OWNER	IMAGE
GEO CORRECTIONS & DETENTION (CONTINENTS) (LOGO)	2013-03-22	Registered	85/884,080	2013-11-12	4432054	35,39	The Geo Group, Inc.	
GEO CORRECTIONS & DETENTION (US) (LOGO)	2013-05-14	Registered	85/931,210	2014-04-15	4516304	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 GROUP, INC.	2003-08-27	Registered	78/293,166	2006-09-05	3139781	35,36,37,42	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
GROUPGUARD PLUS	2005-08-02	Registered	78/683,491	2007-01-30	3203565	9	B.I. Incorporated	GROUPGUARD PLUS
GUARDCENTER	1998-11-24	Registered	75/594,440	2000-11-21	2407060	42	BI Incorporated	GUARDCENTER
GUARDSERVER	2000-02-07	Registered	75/911,565	2002-05-28	2574311	9	BI Incorporated	GUARDSERVER
GUARDWARE	1999-03-15	Registered	75/660,401	2001-11-27	2513121	9	BI Incorporated	
HOMEGUARD	2000-02-08	Registered	75/912,760	2002-10-08	2633464	9	BI Incorporated	HOMEGUARD
PROTOCOL	2013-09-09	Registered	86/059,370	2014-11-11	4635421	35,38	Protocol Criminal Justice, Inc.	PROTOCOL

MARK	DATE FILED	STATUS	APPLICATION #	REGISTRATION DATE	REGISTRATION #	CLASS CODE	OWNER	IMAGE
PROTOCOL GLOBAL SOLUTIONS	2013-09-09	Registered	86/059,520	2014-11-11	4635423	35,38	Protocol Criminal Justice, Inc.	PROTOCOL GLOBAL SOLUTIONS
SAFETY SECURITY SERVICE	2009-06-05	Registered	77/753,585	2010-07-13	3819876	43,44,45	Cornell Companies, Inc.	SAFETY SECURITY SERVICE
SOBRIETOR	1997-11-12	Registered	75/388,252	2000-01-11	2307826	9	BI Incorporated	SOBRIETOR
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.