

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Election Systems & Software, Inc.
11208 John Galt Blvd
Omaha, NE 68137

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Execution Date(s) July 30th, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: First National Bank of Omaha, As Agent

Internal

Address: _____

Street Address: 1620 Dodge Street

City: Omaha

State: NE

Country: USA Zip: 68102

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other National Bank Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached Exhibit A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached Exhibit A

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Pamela S. Flint, Paralegal

Internal Address: Kutak Rock LLP

Street Address: 1650 Farnam Street

City: Omaha

State: NE Zip: 68102

Phone Number: (402) 346-6000

Fax Number: (402) 346-1148

Email Address: pamela.flint@kutakrock.com

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 365.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 5193
Expiration Date 06/05

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: Pamela S. Flint
Signature

August 26, 2004
Date

Pamela S. Flint, Paralegal
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (703) 306-8995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$365.00 2761128

EXHIBIT A

MARK	SERIAL NO.	DATE OF REGISTRATION	REG. NO.
ANYWHERE VOTING ARCHITECTURE	76/410,995	9/9/03	2,761,128
ANYWHERE VOTING ARCHITECTURE & DESIGN	76/410,999	9/9/03	2,761,129
BALLOT-ON-DEMAND	75/108,246	8/11/98	2,181,121
BALLOT ON LINE	75/108,247	4/15/03	2,707,310
CES	72/367,164	12/28/71	926,178
EZE-GRIP	73/765,588	8/1/89	1,549,979
IVOTRONIC	76/483,961	12/2/03	2,788,636
MEGAPROFILE	75/781,448	5/15/01	2,452,064
	76/411,953	8/12/03	2,749,793
POWERPROFILE	75/781,446	4/10/01	2,443,473
STATEPROFILE	75/781,447	4/10/01	2,443,474
UNITY ELECTION SYSTEM & DESIGN	75/912,818	12/25/01	2,523,374
VOTABOOTH	74/031,632	4/14/92	1,682,970
VOTRONIC	74/661.150	4/9/96	1,966,745

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made 30th day of July, 2004, between **ELECTION SYSTEMS & SOFTWARE, INC.**, a Delaware corporation having a mailing address at 11208 John Galt Boulevard, Omaha, Nebraska 68137 ("Grantor"), and **FIRST NATIONAL BANK OF OMAHA**, as Agent ("Agent") for Creditors (as defined below), having a mailing address at 1620 Dodge Street, Omaha, Nebraska 68197.

Introductory Statements

Grantor, Agent and the financial institutions from time to time party thereto (the "Banks") have made and entered into a Credit Agreement, dated as of July 30, 2004 (as amended, modified, substituted for, replaced, renewed, supplemented or extended from time to time, the "Credit Agreement") (collectively, such Banks are referred to as "Creditors," which term shall refer to each and every Creditor, or any and all Creditors, as the context may require).

To induce Agent and Creditors to enter into the Credit Agreement, Grantor and Agent entered into a Security Agreement (Borrower) dated as of July 30, 2004 (the "Security Agreement"), wherein Grantor agreed, *inter alia*, to grant a security interest to Agent on behalf Creditors in Grantor's trademarks.

To confirm Grantor's grant of such security interest in certain trademarks hereinafter set forth, Grantor and Agent have agreed to enter into this Agreement.

Agreement

NOW, THEREFORE, in consideration of the premises, Grantor hereby agrees with Agent as follows:

Section 1. Definitions. All terms used herein and not otherwise defined herein will have the meanings given to such terms in the Security Agreement.

Section 2. Grant Confirmation. As security for the prompt and complete payment and performance when due of all of the Obligations, Grantor does hereby confirm its grant to Agent for the benefit of Creditors, a continuing security interest of first priority in all of the right, title and interest of Grantor in, to and under the trademarks, service marks, collective marks and certification marks listed in Exhibit A hereto (collectively, the "Trademarks"), together with the registrations and right to all renewals thereof, the goodwill of the business of Grantor symbolized by the Trademarks, and all Proceeds of any and all of the foregoing.

Section 3. No Inconsistent Agreements. Grantor agrees that, during the Term of this Agreement, it will not enter into any agreement (including, without limitation, an assignment agreement or license agreement) that is inconsistent with Grantor's obligations and Agent's rights under this Agreement, without Agent's prior written consent.

Section 4. Maintenance of Registration. During the Term of this Agreement, Grantor, at its own expense, shall have the duty to maintain the registrations of the Trademarks.

Section 5. Remedies. If an Event of Default shall occur, Agent may, by written notice to Grantor, take any or all of the following actions: (a) declare the entire right, title and interest of Grantor in and to each of the Trademarks, together with all trademark rights and rights of protection to the same, vested, in which event such rights, title and interest shall immediately vest, in Agent for the benefit of Creditors, in which case Grantor agrees to execute an assignment in form and substance satisfactory to Agent of all its rights, title and interest in and to the Trademarks to Agent for the benefit of Creditors; (b) take and use or sell the Marks and the goodwill of Grantor's business symbolized by the Trademarks and the right to carry on the business and to use the assets of Grantor in connection with which the Trademarks have been used; and (c) direct Grantor to refrain, in which event Grantor shall refrain, from using the Trademarks in any manner whatsoever, directly or indirectly, and, if requested by Agent, change Grantor's corporate name to eliminate therefrom any use of any Trademark and execute such other and further documents that Agent may request to further confirm this and to transfer ownership of the Trademarks and registrations in the United States Patent and Trademark Office to Agent for the benefit of Creditors.

Section 6. Amendments. This Agreement may be amended, modified or terminated only by written instrument or written instruments signed by the parties hereto. No act or course of dealing shall be deemed to constitute an amendment, modification or termination hereof.

Section 7. Term; Release of Collateral. This Agreement shall remain in full force and effect until the Security Agreement terminates in accordance with the provisions of Section 10.09 thereof. Upon the termination of this Agreement, Agent, at the request and expense of Grantor, will execute and deliver to Grantor a proper instrument or instruments acknowledging the satisfaction and termination of this Agreement with respect to such Trademarks as have not theretofore been sold or otherwise applied or released pursuant to the Security Agreement.

Section 8. Notices. All demands, notices and other communications to be given hereunder shall be in writing (except as otherwise specifically provided herein) and shall be delivered in accordance with Section 13.02 of the Credit Agreement.

Section 9. Severability. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, the parties hereto agree that such holding shall not invalidate or render unenforceable any other provision hereof. The parties hereto further agree that the holding by any court of competent jurisdiction that any remedy pursued by any party hereto is unavailable or unenforceable shall not affect in any way the ability of such party to pursue any other remedy available to it.

Section 10. Assignments. This Agreement shall be a continuing obligation of the parties hereto and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Grantor may not assign its rights or obligations under this Agreement, or delegate any of its duties hereunder, without the prior written consent of Agent. Any assignment made in violation of this Agreement shall be null and void. If Agent, in its discretion, consents to the assignment of any rights or obligations under this Agreement by Grantor, Agent will execute appropriate instruments to reflect any releases to which Agent agrees, in its discretion, in connection with such assignments.

Section 11. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by applicable federal laws and the laws of the State of Nebraska.

Section 12. Counterparts. This Agreement may be executed in counterparts by the parties hereto, and all such counterparts shall constitute one and the same instrument.

Section 13. Headings. The headings of articles and sections and the table of contents contained in this Agreement are provided for convenience only. They form no part of this Agreement and shall not affect its construction or interpretation. Unless otherwise indicated, all references to articles and sections in this Agreement refer to the corresponding articles and sections of this Agreement.

Section 14. Entire Agreement. This Agreement and the Credit Documents set forth the entire agreement between the parties with respect to the subject matter hereof.

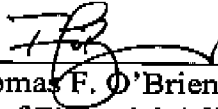
Section 15. Further Assurances and Corrective Instruments. To the extent permitted by law, Grantor agrees that it will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as Agent may request and as may be required in Agent's judgment to effectuate the intention of or facilitate the performance of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement in their respective corporate names by their duly authorized officers, all as of the date first written above.

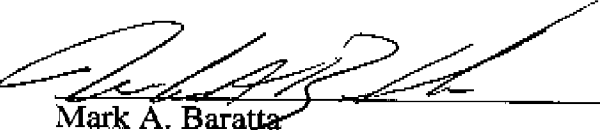
ELECTION SYSTEMS & SOFTWARE, INC., a
Delaware corporation, Grantor

By


Thomas F. O'Brien
Chief Financial Officer

FIRST NATIONAL BANK OF OMAHA, as Agent

By


Mark A. Baratta
Vice President

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 30th day of July, 2004, personally appeared Thomas F. O'Brien, to me known personally, and who, being by me duly sworn, deposed and said that he is the Chief Financial Officer of Election Systems & Software, Inc., and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Thomas F. O'Brien acknowledged said instrument to be the free act and deed of said corporation.

Max J. Burbach

Notary Public

My Commission 

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VOTABOOTH	74/031,632	4/14/92	1,682,970
VOTRONIC	74/661,150	4/9/96	1,966,745

CERTIFICATE OF TRANSMISSION

I hereby certify that this correspondence is being transmitted by facsimile to the United States Patent and Trademark Office on the date shown below.

Pamela S. Flint
Signature

Pamela S. Flint
(Printed Name)

8.26.04
(Date)