

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Election Systems & Software, Inc.		12/27/2006	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	LaSalle Bank National Association
<b>Street Address:</b>	801 Grand Avenue
<b>Internal Address:</b>	Suite 3550
<b>City:</b>	Des Moines
<b>State/Country:</b>	IOWA
<b>Postal Code:</b>	50309
<b>Entity Type:</b>	Collateral Agent:

**PROPERTY NUMBERS Total: 29**

Property Type	Number	Word Mark
Registration Number:	2788636	IVOTRONIC
Registration Number:	2452064	MEGAPROFILE
Registration Number:	2443474	STATEPROFILE
Registration Number:	2523374	UNITY ELECTION SYSTEM
Registration Number:	2707310	BALLOT ON LINE
Registration Number:	2443473	POWERPROFILE
Registration Number:	2761128	ANYWHERE VOTING ARCHITECTURE
Registration Number:	2761129	ANYWHERE VOTING ARCHITECTURE
Registration Number:	1966745	VOTRONIC
Registration Number:	1682970	VOTABOOTH
Registration Number:	0926178	CES
Registration Number:	3092451	POWERPROFILE EE
Registration Number:	2181121	BALLOT ON DEMAND

**OP \$740.00 2788636**

Registration Number:	3147703	1-2-3 VOTE!
Registration Number:	3152980	MODEL 650
Registration Number:	3166234	VOTER VIEW
Registration Number:	3167741	UNITY
Registration Number:	2749793	
Registration Number:	1549979	EZE-GRIP
Registration Number:	3185793	ELECTION DATA MANAGER
Registration Number:	1524218	OPTECH
Serial Number:	78574949	MODEL 100
Serial Number:	78575090	MAINTAINING VOTER CONFIDENCE, ENHANCING THE VOTER EXPERIENCE
Serial Number:	78575108	EXPERIENCE - RELIABILITY - SECURITY - INNOVATION
Serial Number:	78635318	BALLOT IMAGE MANAGER
Serial Number:	78635368	ELECTION REPORTING MANAGER
Serial Number:	78635345	DATA ACQUISITION MANAGER
Serial Number:	77009280	INTELECT
Serial Number:	78635380	HARDWARE PROGRAMMING MANAGER

**CORRESPONDENCE DATA**

Fax Number: (402)964-5050  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 402-964-5023  
Email: smurphy@blackwellsanders.com  
Correspondent Name: Aaron Johnson  
Address Line 1: 1620 Dodge St.  
Address Line 2: Suite 2100  
Address Line 4: Omaha, NEBRASKA 68102

ATTORNEY DOCKET NUMBER:	714451.5
NAME OF SUBMITTER:	Aaron Johnson
Signature:	/Aaron Johnson/
Date:	12/27/2006

**Total Attachments: 8**  
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**PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 27, 2006, by ELECTION SYSTEMS & SOFTWARE, INC., a Delaware corporation (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as collateral agent for the Senior Lenders (in such capacity, the "Collateral Agent").

**RECITALS**

A. The Grantor and/or its affiliates have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and/or its affiliates.

The Grantor and the Purchaser named in the Purchaser Schedule attached thereto (the "Purchasers") have entered into a Note Agreement, dated as of December 27, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Note Agreement"), providing for the Purchasers to purchase Senior Notes of the Grantor

B. The Grantor has entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Collateral Agent pursuant to which certain obligations owed to the Senior Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, the Grantor is required to execute and deliver to the Collateral Agent, for the ratable benefit of the Senior Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Collateral Agent, for the benefit of the Senior Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all Senior Indebtedness owing by the Grantor.

In consideration of the mutual agreements set forth herein and in the Credit Agreement or the Note Agreement, the Grantor does hereby grant to the Collateral Agent, for the benefit of the Senior Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application (other than intent-to-use applications until a verified statement of use is filed with respect to such application), including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or

extensions thereof and all goodwill associated therewith (collectively, the "Trademarks");

- (2) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any Trademark (items 1 and 2 being herein collectively referred to as the "Trademark Collateral");
- (3) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations (in whole or in part) or extensions thereof and all goodwill associated therewith, any substitutions therefore, any patents that may issue from any of the foregoing and all statutory invention registrations (collectively, the "Patents"); and
- (4) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any Patent (items 3 and 4 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

[signature page follows]

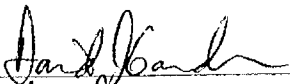
The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

ELECTION SYSTEMS & SOFTWARE,  
INC.

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

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,  
as Collateral Agent

By:   
Title: VICE PRESIDENT

11-05-2003  
102964944


*Signature Page to Patent & Trademark  
Security Agreement*

OM-232806-4

**TRADEMARK**  
**REEL: 003451 FRAME: 0210**

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

ELECTION SYSTEMS & SOFTWARE,  
INC.

By:  \_\_\_\_\_  
Title: CEO \_\_\_\_\_

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,  
as Collateral Agent

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

11-05-2003  
102964944

*Signature Page to Patent & Trademark  
Security Agreement*

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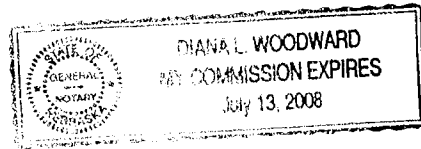
**TRADEMARK**  
**REEL: 003451 FRAME: 0211**

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.



Notary Public





SCHEDULE 1  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

**Trademarks and Trademark Applications**

<b>Trademark</b>	<b>Trademark Application Serial Number</b>	<b>Date of Application</b>	<b>Trademark Registration Number</b>	<b>Date of Registration</b>
IVOTRONIC			2,788,636	12/02/2003
MEGAPROFILE			2,452,064	05/15/2001
STATEPROFILE			2,443,474	04/10/2001
UNITY ELECTION SYSTEM & DESIGN			2,523,374	12/25/2001
BALLOT ON LINE			2,707,310	04/15/2003
POWERPROFILE			2,443,473	04/10/2001
ANYWHERE VOTING ARCHITECTURE			2,761,128	09/09/2003
ANYWHERE VOTING ARCHITECTURE & DESIGN			2,761,129	09/09/2003
VOTRONIC			1,966,745	04/09/1996
VOTABOOTH			1,682,970	04/14/1992
CES			0,926,178	12/28/1971
POWERPROFILE EE			3,092,451	05/16/2006
BALLOT ON DEMAND			2,181,121	08/11/1998
1-2-3 VOTE!			3,147,703	09/26/2006
MODEL 650			3,152,980	10/10/2006
VOTER VIEW			3,166,234	10/31/2006
UNITY			3,167,741	11/07/2006
MISCELLANEOUS DESIGN (CHECKMARK W/ARROW)			2,749,793	08/12/2003
EZE GRIP			1,549,979	08/01/1989
ELECTION DATA MANAGER			3,185,793	12/19/2006
OPTTECH (under license agreement w/Smurfit Packaging Corporation d/b/a Sequoia Pacific Systems)			1,524,218	02/14/1989

Trademark	Trademark Application Serial Number	Date of Application	Trademark Registration Number	Date of Registration
MODEL 100	78/574,949	02/25/2005		
MAINTAINING VOTER CONFIDENCE ENHANCING THE VOTING EXPERIENCE	78/575,090	02/25/2005		
EXPERIENCE, RELIABILITY, SECURITY, INNOVATION	78/575,108	02/25/2005		
BALLOT IMAGE MANAGER	78/635,318	05/23/2005		
ELECTION REPORTING MANAGER	78/635,368	05/23/2005		
DATA ACQUISITION MANAGER	78/635,345	05/23/2005		
INTELECT	77/009,280	09/28/2006		
HARDWARE PROGRAMMING MANAGER	78/635,380	05/23/2005		

ES&S ACTIVE PATENTS

APPLICATION	SERIAL NO.	ISSUED/ FILED	PATENT NO.	MAINT FEE	PAID FEE	EXPIRES
Direct Recording Electronic Voting Machine & Voting Process (Assigned to ES&S 10/16/00)	08/283,860	12/10/96	5,583,329	06/10/00 06/10/04 06/10/08	02/22/00 05/21/04	08/01/14
Method of Analyzing Marks on a Response Sheet	10/244,785	2/15/05	6,854,644	08/18/08 08/16/12 08/16/16		2/15/2025
Electronic Voting System and Method with Voter Verifiable Real-Time Audit Log  This patent was published 11/30/06 as Publication No. 20060266829	11/139,189	5/27/05				
Electronic Voting System and Method with Voter Verifiable Real-Time Audit Log (PCT Application)	PCT/US06/019390	5/19/06				