

Form PTO-1594 (Rev. 07/05)

OMB Collection 0651-0027 (exp. 6/30/2008)

05-13-2008

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

Re: 5/7/08

RE



103502320

2034 302 (2)

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):

Fidlar Acquisition Co.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: MI
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance (Execution Date(s)):

Execution Date(s) April 11, 2007

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Second Amended & Restated Trademark Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: General Electric Capital
 Internal Corporation, as agent
 Address: _____

Street Address: 401 Merritt SevenCity: NorwalkState: CTCountry: USA Zip: 06856

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship DE
☐ Other _____ 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)

2,254,156Additional sheet(s) attached? ☒ Yes ☐ No

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

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

Name: Laura KonrathInternal Address: Winston & Strawn LLPStreet Address: 35 W. Wacker Dr.City: ChicagoState: IL Zip: 60601Phone Number: 312-558-6352Fax Number: 312-558-5700Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved:

17. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40

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

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____b. Deposit Account Number 232428Authorized User Name Laura Konrath

9. Signature:

Signature

Laura Konrath

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ORIGINAL

Continuation
Item 4

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Trademark	Registration Number/Serial Number
EV2000 -- Electronic Voting Device	2254156
EXACT VOTE	Application Serial Number: 78/036968, Abandoned, registration requires filing of Statement of Use
FIDLAR SOFTWARE CO.	5,400,289
THE FIDLAR COMPANIES	5,400,288

only

*WISCONSIN
FMS*

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**SECOND AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT**

SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of April 11, 2008 (this "Trademark Security Agreement"), by FIDLAR ACQUISITION CO., a Michigan corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 7, 1999 by and among Grantor, the other Borrower party thereto, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make certain Loans for the benefit of Grantor and the Borrowers;

WHEREAS, Grantor previously executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of December 7, 1999 among the Borrowers, Grantor and Agent and that certain Trademark Security Agreement dated as of December 7, 1999 between Grantor and Agent;

WHEREAS, Grantor previously executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Amended and Restated Security Agreement dated as of December 21, 2001 among the Borrowers, Grantor and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Amended and Restated Security Agreement") and that certain Amended and Restated Trademark Security Agreement dated as of December 21, 2001 between Grantor and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Amended and Restated Trademark Security Agreement");

WHEREAS, Grantor previously reaffirmed the Amended and Restated Security Agreement and the Amended and Restated Trademark Security Agreement in connection with the execution and delivery to Agent, for itself and the ratable benefit of Lenders, of that certain Second Amended and Restated Credit Agreement dated as of April 24, 2003 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified);

WHEREAS, Grantor, the Borrowers, Agent and Lenders concurrently are entering into that certain Third Amended and Restated Credit Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement");

WHEREAS, as a condition to Agent and Lenders entering into the Credit Agreement, and pursuant to the Amended and Restated Security Agreement, Grantor has agreed to amend and restate the Amended and Restated Trademark Security Agreement as set forth herein;

CHI:1520620.2

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority 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 (collectively, the "Trademark Collateral"):

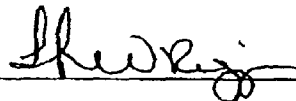
- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Amended and Restated Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Amended and Restated Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature pages follow]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FIDLAR ACQUISITION CO.

By: 
Name: ERNEST R. GOSS
Title: PRESIDENT

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____

Name: _____

Title: _____

[Fidlar Second Amended and Restated Trademark Security Agreement]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FIDLAR ACQUISITION CO.

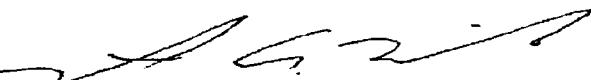
By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By:  _____

Name: Robert A. Miller

Title: Duly Authorized Signatory

[Fullar Second Amended and Restated Trademark Security Agreement]

ACKNOWLEDGMENT OF GRANTOR

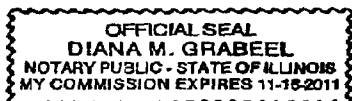
STATE OF ILLINOIS)
 Laurel)
COUNTY OF ~~COOK~~) ss.

On this 11 day of April, 2008 before me personally appeared [*Elmer Regan*], proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Fidlur Acquisition Co., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Diana M. Grabeel

Notary Public

{seal}



[Fidlur Second Amended and Restated Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Trademark	Registration Number/Serial Number
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EXACT VOTE	Application Serial Number: 78/036968, Abandoned, registration requires filing of Statement of Use
FIDLAR SOFTWARE CO.	5,400,289
THE FIDLAR COMPANIES	5,400,288

> WISC

TO: LAURA KONRATH COMPANY: WINSTON & STRAWN LLP

Winston & Strawn

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Form PTO-1594 (Rev. 07/95)

Civil Collection 0651-0027 (exp. 5/30/2008)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY 20034 302 (2)	
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): Fidlar Acquisition Co. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>MT</u> <input type="checkbox"/> Other _____ Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name: <u>General Electric Capital</u> Internal: <u>Corporation, as agent</u> Address: _____ Street Address: <u>401 Merritt Seven</u> City: <u>Norwalk</u> State: <u>CT</u> Country: <u>USA</u> Zip: <u>06856</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship <u>DE</u> <input type="checkbox"/> Other _____ Citizenship _____ If assignee is not domiciled in the United States, a corporate representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)
3. Nature of conveyance (Execution Date(s)): Execution Date(s) <u>April 11, 2007</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Trademark Security Agreement</u>	
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) _____ Additional sheets attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): _____	
5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Laura Konrath</u> Internal Address: <u>Winston & Strawn LLP</u> Street Address: <u>35 W. Wacker Dr.</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u> Phone Number: <u>312-558-6352</u> Fax Number: <u>312-558-5700</u> Email Address: <u>lkonrath@winston.com</u>	6. Total number of applications and registrations involved: <u>1</u> 7. Total fee (37 CFR 2.8(b)(6) & 3.41) \$ <u>40</u> <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed 8. Payment Information: a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number <u>232428</u> Authorized User Name <u>Laura Konrath</u> Date <u>4/17/08</u>
9. Signature: _____ Signature _____ Name of Person Signing <u>Laura Konrath</u> Total number of pages including cover sheet, attachments, and document: _____	

Documents to be recorded (including cover sheet) should be filed to (877) 273-4140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1409, Alexandria, VA 22313-1409see next
page for
closure