

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Election Systems & Software, Inc.		03/17/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ES&S Innovations LLC		
<b>Street Address:</b>	11208 John Galt Boulevard		
<b>City:</b>	Omaha		
<b>State/Country:</b>	NEBRASKA		
<b>Postal Code:</b>	68137		
<b>Entity Type:</b>	Limited Liability Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77009280	INTELECT	
<b>Serial Number:</b>	77682227	ELECTIONWARE	
<b>Serial Number:</b>	77682269	INTELECT DS200	
<b>Serial Number:</b>	77682281	INTELECT ELECTIONWARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(816)412-9392		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	402-930-1757		
<b>Email:</b>	trademark@stinson.com		
<b>Correspondent Name:</b>	Rachel Hauser		
<b>Address Line 1:</b>	1201 Walnut Street		
<b>Address Line 2:</b>	Stinson Morrison Hecker LLP		
<b>Address Line 4:</b>	Kansas City, MISSOURI 64106		
<b>ATTORNEY DOCKET NUMBER:</b>	803338-0001		
<b>NAME OF SUBMITTER:</b>	Rachel Hauser		

**CH \$115.00 77009280**

**TRADEMARK**

Signature:	/rachel hauser/
Date:	03/18/2009
<b>Total Attachments: 3</b> source=Trademark Assignment Agreement 3 17 09#page1.tif source=Trademark Assignment Agreement 3 17 09#page2.tif source=Trademark Assignment Agreement 3 17 09#page3.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, Election Systems & Software, Inc., a corporation duly organized under the laws of the State of Delaware, and having its principal place of business at 11208 John Galt Boulevard, Omaha, County of Douglas, and State of Nebraska (hereinafter "Assignor"), is the owner of all right, title and interest in the trademark applications and/or registrations listed in the attached Schedule of Trademark Applications (hereinafter "Trademark Properties"); and

WHEREAS, ES&S Innovations, LLC, a limited liability company duly organized under the laws of the State of Delaware, and having its principal place of business at 11208 John Galt Boulevard, Omaha, County of Douglas, and State of Nebraska (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to the Trademark Properties and the goodwill of the business associated therewith.;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and convey unto Assignee, its successors and assigns, the entire right, title and interest in and to the Trademark Properties, together with the applications and/or registrations thereof and the goodwill of the business associated therewith, including all common law rights, and all claims for damages by reason of past infringement of the Trademark Properties, with the right to sue and collect therefor.

Assignor agrees to execute any further documents that may be needed in the future to record and vest full title in and to the Trademark Properties and the applications and/or registrations thereof in Assignee.



## SCHEDULE OF TRADEMARK APPLICATIONS

MARK	SERIAL NO.
INTELECT (Stylized)	77/009,280
ELECTIONWARE	77/682,227
IntElect DS200 (stylized)	77/682,269
INTELECT ELECTIONWARE (stylized)	77/682,281