

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Premier Election Solutions, Inc.		11/30/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	317 Sixth Avenue, Suite 200
City:	Des Moines
State/Country:	IOWA
Postal Code:	50309
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3136880	ACCUVIEW PRINTER
Registration Number:	2753387	ACCUVOTE
Registration Number:	3083684	ACCUVOTE ES
Registration Number:	3080674	ASSURE
Registration Number:	3491335	BALLOT STATION
Registration Number:	3619175	BALLOTSTATION
Registration Number:	3636585	ELECTNOW
Registration Number:	3636672	ELECTSELECT
Registration Number:	3562843	ELECTWEB
Registration Number:	3121871	EXPRESSPOLL
Registration Number:	2671004	GEMS
Registration Number:	3475273	PREMIER
Registration Number:	3405964	PREMIER ELECTION SOLUTIONS
Registration Number:	3475272	PREMIER ELECTION SOLUTIONS

OP \$515.00 3136880

Registration Number:	3396301	UAID
Registration Number:	3056673	VOTEREMOTE
Serial Number:	77735496	ECO-ASSURE
Serial Number:	77513299	ELECTPLUS
Serial Number:	77733297	KNOWLEDGE THAT COUNTS
Serial Number:	77671195	PREMIER VOTERWORKS

CORRESPONDENCE DATA

Fax Number: (612)766-1600
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 612.766.8728
Email: eraiten@faegre.com
Correspondent Name: Faegre & Benson
Address Line 1: 801 Grand Avenue, Suite 3100
Address Line 2: Attn: Thomas Slaughter
Address Line 4: Des Moines, IOWA 50309

ATTORNEY DOCKET NUMBER:	53370 - 384202
NAME OF SUBMITTER:	Elaine Raiten
Signature:	/Elaine Raiten/
Date:	12/14/2009

Total Attachments: 7
source=PatentandTrademarkSecurityAgreement#page1.tif
source=PatentandTrademarkSecurityAgreement#page2.tif
source=PatentandTrademarkSecurityAgreement#page3.tif
source=PatentandTrademarkSecurityAgreement#page4.tif
source=PatentandTrademarkSecurityAgreement#page5.tif
source=PatentandTrademarkSecurityAgreement#page6.tif
source=PatentandTrademarkSecurityAgreement#page7.tif

EXECUTION COPY

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of November 30, 2009 by PREMIER ELECTION SOLUTIONS, INC., a Delaware corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent for the Senior Lenders (in such capacity, the "Collateral Agent").

RECITALS

A. The Grantor's parent company, ELECTION SYSTEMS AND SOFTWARE, INC. (the "Parent"), entered into a Credit Agreement dated December 27, 2006 (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, the Parent.

The Parent 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 Parent.

B. The Parent has entered into a Guaranty and Collateral Agreement dated December 27, 2006 (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. The Grantor executed a Joinder to the Guaranty and Collateral Agreement dated November 30, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Joinder") under which it agreed to assume all of the obligations of an original signatory of the Guaranty and Collateral Agreement.

D. 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.

E. Pursuant to the terms of the Joinder and 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.

F. 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 rights, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

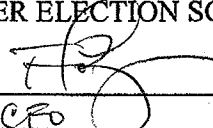
- (1) each trademark and trademark application (other than intent-to-use applications until a verified statement of use is filed with respect to such application), including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues,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

PREMIER ELECTION SOLUTIONS, INC.

By: 
Title: CFO

Acknowledged:

BANK OF AMERICA, N.A.,
As Collateral Agent

By: _____
Title: _____

fb.us.4591092.01

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.

PREMIER ELECTION SOLUTIONS, INC.

By: _____
Title: _____

Acknowledged:

BANK OF AMERICA, N.A.,
As Collateral Agent

By: Michael T. Loh
Title: Vice President

fb.us.4591092.01

SCHEDULE 1**Trademarks**

Mark	Country	Filing Date	App. No.	Reg. No.	Reg. Date
ACCUVIEW PRINTER	USA			3136880	8/29/2006
ACCUVOTE	USA			2753387	8/19/2003
ACCUVOTE ES	USA			3083684	4/18/2006
ASSURE	USA			3080674	4/11/2006
BALLOT STATION	USA			3491335	8/26/2008
BALLOTSTATION	USA			3619175	5/12/2009
ECO-ASSURE	USA	5/12/2009	77/735496		
ELECTNOW	USA			3636585	6/19/2009
ELECTPLUS	USA	7/2/2008	77/513299		
ELECTSELECT	USA			3636672	6/9/2009
ELECTWEB	USA			3562843	8/24/2008
EXPRESSPOLL	USA			3121871	7/25/2006
GEMS	USA			2671004	1/7/2003
KNOWLEDGE THAT COUNTS	USA	5/10/2009	77/733297		
MERIDIAN-CDS	USA	5/27/2007	77/191324		
MERIDIAN-DS	USA	5/27/2007	77/191332		
PREMIER	USA			3475273	7/29/2008
PREMIER ELECTION SOLUTIONS	USA			3405964	5/17/2007
PREMIER ELECTION SOLUTIONS (STYLIZED WITH DESIGN)	USA			3475272	7/29/2008
PREMIER VOTERWORKS	USA	2/16/2009	77/671195		
UAID	USA			3396301	3/11/2008
VERICOUNT TABULATOR	USA	6/13/2006	78/907506		
VOTEREMOTE	USA			3056673	1/31/2006
ECO-ASSURE	CA	5/22/2009	1438965		
ELECTSELECT	CA	8/5/2008	1407448		
KNOWLEDGE THAT COUNTS	CA	5/13/2009	1438036 1437700		
MERIDIAN-CDS	CA	5/29/2007	1349284		
MERIDIAN-DS	CA	5/29/2007	1349282		
PREMIER	CA	10/29/2007	1370732		
PREMIER ELECTION SOLUTIONS	CA	10/29/2007	1370731	TMA739527	
PREMIER ELECTION SOLUTIONS AND DESIGN	CA			TMA739528	5/6/2009
PREMIER VOTERWORKS	CA	2/26/2009	1429077		

TRADEMARK**REEL: 004113 FRAME: 0795**

SCHEDULE 2

Patents

Description	Country	App. Date	Application No.	Patent Date	Patent No.
Electronic Computerized Vote-Counting Apparatus	CA Canada		535538	2/26/1991	1280825
Electro-Optical Sensor for Marks on a Sheet	US		545298	6/3/1997	5635726
Electro-Optical Sensor Circuitry	US		08/748562	2/27/2001	6194698
Electro-Optical Sensor	CH (Switzerland)		96936644.2	4/28/2004	0799459
Electro-Optical Sensor	DE Germany		96936644.2	4/28/2004	69632305.2-08
Electro-Optical Sensor	EP		96936644.2	4/28/2004	0799459
Electro-Optical Sensor	FR France		96936644.2	4/28/2004	0799459
Electro-Optical Sensor	GB England		96936644.2	4/28/2004	0799459
Electro-Optical Sensor	JP Japan		09-516004	4/21/2006	3795083
Electro-Optical Sensor	JP Japan		20211/2005	9/15/2008	4179474
Electro-Optical Sensor	WO		PCT/US9616665	4/24/1997	WO 97/15025
Electro-Optical Sensor	DE Germany		04002059.6	9/17/2007	69637258.4-08
Electro-Optical Sensor	CH Switzerland		04002059.6	9/17/2007	1422653
Electro-Optical Sensor	EP		04002059.6	9/17/2007	1422653
Electro-Optical Sensor	FR France		04002059.6	9/17/2007	1422653
Electro-Optical Sensor	GB England		04002059.6	9/17/2007	1422653
Voting Terminal and Stand	US		29/209554	5/16/2006	D521050
Voting Terminal	US		29/209556	5/16/2006	D521051
Pair of Enclosure Doors	US		29/209579	2/21/2006	D515619
Voting Terminal and Keypad	US		29/254483	2/23/2006	D537469
Integrated Vote by Mail Management System	US	7/18/2004	60/589268		

Integrated Vote By Mail Processing System	US		11/183563	1/10/2007	7240835
Ballot Envelope	US		29/258039	1/2/2007	D534583
Integrated vote by mail processing system(focused on Automated signature verification)	US	6/20/2007	11/820787		
Hinged Paper Voting Ballot	US	7/12/2007	29/282159		
Integrated Vote By Mail Processing System	WO	7/18/2005	PCT/US2005/025402		
Integrated Vote By Mail Processing System	CA (Canada)	7/18/2005	2574163		
Voting Booth	US	9/10/2008	29/342281		
Card Activated Voting System Controlled Responsive to Data Bearing Records	US	4/9/2009	61/167911		