

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Premier Election Solutions, Inc.		05/19/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Dominion Voting Systems, Inc.
Street Address:	215 Spadina Avenue, Suite 200
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5T 2C7
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3136880	ACCUVIEW PRINTER
Registration Number:	3080674	ASSURE
Registration Number:	2753387	ACCUVOTE
Registration Number:	2671004	GEMS
Registration Number:	3491335	BALLOT STATION
Registration Number:	3619175	BALLOTSTATION

CORRESPONDENCE DATA

Fax Number: (617)526-5000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617-526-6448
 Email: janey.davidson@wilmerhale.com
 Correspondent Name: Michael J. Bevilacqua, Esquire
 Address Line 1: Wilmer Cutler Pickering Hale and DorrLLP
 Address Line 2: 60 State Street
 Address Line 4: Boston, MASSACHUSETTS 02109

OP \$165.00 3136880

ATTORNEY DOCKET NUMBER:	2003470123
DOMESTIC REPRESENTATIVE	
Name:	Michael J. Bevilacqua, Esquire
Address Line 1:	Wilmer Cutler Pickering Hale and DorrLLP
Address Line 2:	60 State Street
Address Line 4:	Boston, MASSACHUSETTS 02109
NAME OF SUBMITTER:	Michael J. Bevilacqua
Signature:	/michael j. bevilacqua/
Date:	06/15/2010
Total Attachments: 3 source=premier election solutions dominion tm assignment#page1.tif source=premier election solutions dominion tm assignment#page2.tif source=premier election solutions dominion tm assignment#page3.tif	

TRADEMARK ASSIGNMENT (UNITED STATES)

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into effective May 12, 2010, by Premier Election Solutions, Inc., a Delaware corporation ("Assignor"), in favor of Dominion Voting Systems, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement, dated as of April 25, 2010 (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to transfer the trademarks set forth on Exhibit "A" (the "Marks") to Assignee.

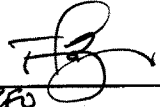
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions of the Asset Purchase Agreement, Assignor hereby sells, grants, assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks and all applications and registrations therefor, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been executed, including without limitation all claims for damages by reason of past, present or future infringements or other unauthorized use of the Marks, with the right to sue for and collect the same.

Assignor hereby covenants that it has full right, power and authority and has been duly authorized to convey the right, title and interest herein assigned, and that it has not and will not execute any agreement in conflict herewith. Assignor further covenants that, when requested, it will execute all documents and take all such further actions, at Assignee's expense, as may be reasonably necessary to enable Assignee to obtain, maintain and enforce its rights and interests in and to the Marks.

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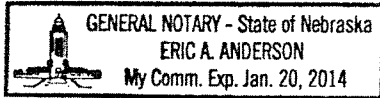
IN WITNESS WHEREOF, the undersigned has executed and delivered this Trademark Assignment to Assignee as of the date first written above.

Premier Election Solutions, Inc.,
a Delaware corporation

By 
Title CFO

State of Nebraska)
) ss.
County of Douglas)

On this 17th day of May, 2010, before me a Notary Public in and for the county and state aforesaid, appeared Thomas F. Brennan, to me personally known to be the person whose name is subscribed to the foregoing Assignment and acknowledged that he/she executed said instrument as his/her free and voluntary act for the uses and purposes therein expressed. Witness my hand and seal the day and year last above given.




Notary Public

EXHIBIT "A"

Trademarks

Trademark	Registration No.
ACCUVIEW PRINTER	3,136,880
ASSURE	3,080,674
ACCUVOTE	2,753,387
GEMS	2,671,004
BALLOT STATION	3,491,335
BALLOT STATION	3,619,175