

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM318330

<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>
EVERYONE COUNTS, INC.		09/26/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AGILITY CAPITAL II, LLC		
<b>Street Address:</b>	812 ANACAPA STREET, SUITE A		
<b>City:</b>	SANTA BARBARA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93101		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77688759	EVERYONE COUNTS	
<b>Serial Number:</b>	85790551	ELECT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6506440520		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	6506483802		
<b>Email:</b>	PATTY@PATTYCHENG.COM		
<b>Correspondent Name:</b>	PATTY CHENG		
<b>Address Line 1:</b>	2625 MIDDLEFIELD RD., #215		
<b>Address Line 4:</b>	PALO ALTO, CALIFORNIA 94306		
<b>ATTORNEY DOCKET NUMBER:</b>	4-1008		
<b>NAME OF SUBMITTER:</b>	Patty Cheng		
<b>SIGNATURE:</b>	/s/ Patty Cheng		
<b>DATE SIGNED:</b>	09/29/2014		
<b>Total Attachments: 4</b>			
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of September 26, 2014 by and between **AGILITY CAPITAL II, LLC**, a California limited liability company ("**Lender**") and **EVERYONE COUNTS, INC.**, a Delaware corporation ("**Grantor**").

**RECITALS**

Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan Agreement by and between Lender and Grantor (as amended from time to time, the "**Loan Agreement**") dated on or about the date hereof. Capitalized terms used herein have the meaning assigned in the Loan Agreement. Lender is willing to make the credit extensions to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired

**NOW, THEREFORE**, Grantor agrees as follows:

**AGREEMENT**

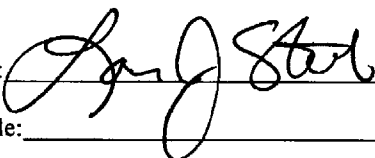
To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Lender a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. Each right, power and remedy of Lender provided for herein shall not preclude the simultaneous or later exercise by Lender of any or all other rights, powers or remedies.

**IN WITNESS WHEREOF**, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

4435 Eastgate Mall, Suite 100  
San Diego, CA 92121

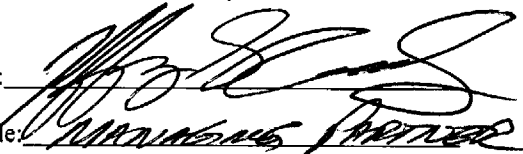
**EVERYONE COUNTS, INC.**

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

Address of Lender:

812 Anacapa Street, Suite A  
Santa Barbara, CA 93101

**AGILITY CAPITAL II, LLC**

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

**EXHIBIT A**

**Copyrights**

<b>Title</b>	<b>Registration Number</b>	<b>Registration Date</b>
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None

**EXHIBIT B**

**Patents**

<u>Title</u>	<u>Serial No./ Patent Number</u>	<u>Application Date/ Issue Date</u>
Electronic Polling Device	14/163771	1/24/14
Systems and Methods for Remaking Ballots	13/433042	3/28/12
Mobilized Polling Station	13/531253 61500704	6/22/12 6/24/11
Supervised Voting System and Method	12/597717	4/25/08
Express Voting	14/163952	1/24/14

**EXHIBIT C**

**Trademarks**

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
everyone counts	77688759	3/11/09
elect	85790551	11/29/12