

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM370175

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dominion Voting Systems Inc.		01/21/2016	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada		
Street Address:	260 East Beaver Creek Road, Suite 201		
City:	Richmond Hill, Ontario		
State/Country:	CANADA		
Postal Code:	L4B 3M3		
Entity Type:	Chartered bank: CANADA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4174339		
Registration Number:	4174338	DOMINION VOTING	
Registration Number:	4153203	DEMOCRACY SUITE	
Registration Number:	4131899	IMAGECAST	
Registration Number:	4269144	AUDITMARK	
Registration Number:	3080674	ASSURE	
Registration Number:	1537309	AVC ADVANTAGE	
Registration Number:	2261646	AVC EDGE	
Registration Number:	1524218	OPTECH	
Registration Number:	3044159	OPTECH INSIGHT	
Registration Number:	3619175	BALLOTSTATION	
CORRESPONDENCE DATA			
Fax Number:	2026373593		
<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>			
Phone:	202-383-0100		
Email:	eteas@sutherland.com		
Correspondent Name:	J Johnson SUTHERLAND ASBILL BRENNAN LLP		
Address Line 1:	700 Sixth Street, NW, Suite 700		
Address Line 4:	Washington, D.C. 20001		

CH \$290.00 4174339

TRADEMARK

ATTORNEY DOCKET NUMBER:	64329 -NEW
NAME OF SUBMITTER:	James H. Johnson, Jr.
SIGNATURE:	/James H. Johnson, Jr./
DATE SIGNED:	01/22/2016
Total Attachments: 3 source=21-Jan-2016 Fully Executed Trademark Security Agreement (2)#page1.tif source=21-Jan-2016 Fully Executed Trademark Security Agreement (2)#page2.tif source=21-Jan-2016 Fully Executed Trademark Security Agreement (2)#page3.tif	

EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “**Trademark Security Agreement**”) is made as of January 21, 2016, by **DOMINION VOTING SYSTEMS INC.**, a Delaware corporation (“**Guarantor**”), in favor of **ROYAL BANK OF CANADA** (together with its successors and assigns in such capacity, “**Grantee**”).

WHEREAS, the Guarantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “**Trademarks**”);

WHEREAS, the Guarantor has entered into a U.S. Guaranty and Collateral Agreement, dated December 23, 2015 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “**Security Agreement**”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Guarantor has granted to the Grantee for its benefit (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Guarantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “**Collateral**”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor does hereby grant to the Grantee and grant to the Grantee for its benefit, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Guarantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of page intentionally left blank]

(Signature Page to Trademark Security Agreement)

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

GUARANTOR:

DOMINION VOTING SYSTEMS INC., a
Delaware corporation

By: 

Name: John George Poulos

Title: President, Treasurer and Secretary

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark	Country	Serial #	File Date	Reg #	Reg Date
	US	85407877	Aug-25-2011	4174339	Jul-17-2012
DOMINION VOTING	US	85/407,870	Aug-25-2011	4174338	Jul-17-2012
DEMOCRACY SUITE	US	85407749	Aug-25-2011	4153203	Jun-5-2012
IMAGECAST	US	85407735	Aug-25-2011	4131899	Apr-24-2012
AUDITMARK	US	85407731	Aug-25-2011	4269144	Jan-1-2013
ASSURE	US	78440857	Jun-24-2004	3080674	Apr-11-2006
AVC ADVANTAGE	US	73755922	Sep-30-1988	1537309	May-2-1989
AVC EDGE	US	75404858	Dec-11-1997	2261646	Jul-13-1999
OPTECH	US	73689072	Oct-13-1987	1524218	Feb-14-1989
OPTECH INSIGHT	US	76624215	Dec-9-2004	3044159	Jan-17-2006
BALLOTSTATION	US	77585795	Oct-5-2008	3619175	May-12-2009