

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494290

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Everyone Counts, Inc.		10/01/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Votem EC, Inc.		
Street Address:	4250 Executive Square, Ste., 600		
City:	San Diego,		
State/Country:	CALIFORNIA		
Postal Code:	92037		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4476932	ELECT	
Registration Number:	5066064	FASTPASS VOTING	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	tmtaftdocket@taftlaw.com		
Correspondent Name:	Amanda Wilcox		
Address Line 1:	200 Public Square, Ste. 3500		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Kristie Kennedy		
SIGNATURE:	/Kristie Kennedy/		
DATE SIGNED:	10/17/2018		
Total Attachments: 4			
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Trademark Assignment

This Trademark Assignment, effective as of October 1, 2018 (the “Effective Date”), is entered into by and between **Everyone Counts, Inc.**, a Delaware corporation, with a principal place of business at 4250 Executive Square, Ste. 600, San Diego, California 92037 (“Assignor”), and **Votem EC, Inc.**, a Delaware corporation, with its principal place of business at 4250 Executive Square, Ste. 600, San Diego, California 92037 (“Assignee”).

WHEREAS, Assignor is the holder of (i) the trademarks or trademark applications listed on **Schedule A** attached hereto (the “Trademarks”), (ii) the state and common-law rights in the Trademarks, and (iii) applications in the equivalent offices in any other countries in connection with the goods and/or services identified in connection with the Trademarks (collectively, the “Assigned Trademarks”);

WHEREAS, Assignee desires to acquire the entire right, title and interest in the Assigned Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Assigned Trademarks, together with the goodwill of the business symbolized by the Trademarks, any state or common-law rights in the Trademarks, and the federal registrations listed on **Schedule A**.

Assignee hereby accepts the foregoing assignment of the Assigned Trademarks and hereby assumes all duties and obligations under the same arising on and after the Effective Date (including, without limitation, all fees and costs related to the recordation of this Assignment). Assignor authorizes and requests the United States Patent and Trademark Office and any trademark offices throughout the world to record Assignee as the exclusive owner of the Assigned Trademarks, including, without limitation, the Trademarks.

Except as set forth in, and subject to the terms and conditions of, the Asset Purchase Agreement, dated effective as of the date hereof, among Assignor, Assignee, Votem Corp., a Delaware corporation, and Falcon Strategic Partners IV, LP, the majority stockholder of Assignor, Assignor makes no warranty, express or implied, with respect to the Trademarks.

This Assignment may be executed in any number of counterparts and in separate counterparts by the parties, each of which shall constitute an original and all of which when taken together will constitute the same instrument.

[Remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, the undersigned have duly executed this Trademark Assignment to be effective as of the date first written above.

ASSIGNOR:

Everyone Counts, Inc.

By: 

Name: JAMES SIMMONS

Title: CEO

ASSIGNEE:

Votem EC, Inc.

By: _____

Name: Peter G. Martin

Title: Chief Executive Officer

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the undersigned have duly executed this Trademark Assignment to be effective as of the date first written above.

ASSIGNOR:

Everyone Counts, Inc.

By: _____

Name: _____

Title: _____

ASSIGNEE:

Votem EC, Inc.

By: Pete Martin

Name: Peter G. Martin

Title: Chief Executive Officer

[Signature Page to Trademark Assignment]

Schedule A

Registered Trademarks

<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Status</u>
Everyone Counts	77688759	3/11/2009	3727632	12/22/2009	Abandoned 7/29/16 – Failure to file Section 8
eLect	85790551	11/29/2012	4476932	2/4/2014	Active
FastPass Voting	86640685	5/26/2015	5066064	10/18/2016	Active

Unregistered Trademarks

Everyone Counts
Open Code Advantage
Transcriber
My Results
Next Generation elections
Quad Audit
BallotOnline
OnlineBallot
RapidVote
Poll Station Management System
End of End of life
Voter Scrolling Roster
Leading Election Modernization
Perpetually State of the Art
Central Hub
Central Print