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RECORDATION FORM COVER SHEET PATENTS ONLY

MRD 3.31.00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID#

Correction of PTO Error
Reel # Frame #

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Conveyance Type

Assignment Security Agreement

License Change of Name

Merger Other

U.S. Government
(For Use ONLY by U.S. Government Agencies)

Departmental File Secret File

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Mark if additional names of conveying parties attached

Name (line 1) Execution Date
Month Day Year

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04/26/2000 TTON11 00000198 500709 5278753

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Mail documents to be recorded with required cover sheet(s) information to:
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PATENT
REEL: 010719 FRAME: 0506

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Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:
Deposit Account

Enclosed Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

George M. Borababy



March 31, 2000

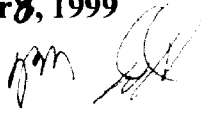
Name of Person Signing

Signature

Date

PATENT SECURITY AGREEMENT

Dated: October 8, 1999



WHEREAS, HART ELECTION SERVICES, INC., a Delaware corporation (“Grantor”) owns the patents, patent registrations, and patent applications listed on Schedule 1 annexed hereto, and is a party to, or has been assigned the rights by the party to, the patent licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor and HART INFORMATION SERVICES, INC., a Texas corporation (“Information Services”) and FLEET CAPITAL CORPORATION, a Rhode Island corporation (“Grantee”), are parties to that certain Amended and Restated Loan and Security Agreement dated as of May 1, 1999, originally executed by Information Services and Grantee (as heretofore or hereafter amended, modified and in effect from time to time, including, without limitation, as amended by that certain Amendment to Amended and Restated Loan and Security Agreement, dated as of the date hereof, executed by Grantor, Grantee and Information Services, the “Loan Agreement”), providing for extensions of credit to be made by Grantee to Grantor and the other Borrowers (as defined in the Loan Agreement); and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a security interest in all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired patents and patent applications, together with the goodwill of the business symbolized by Grantor’s patents, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor and the other Borrowers under the Loan Agreement, including, without limitation, all the Obligations (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Patent Collateral”), whether presently existing or hereafter created or acquired:

- (1) each patent, patent registration and patent application, including, without limitation, the patents, patent registrations (together with any reissues, continuations or extensions thereof) and patent applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each patent, patent registration and patent application;
- (2) each patent license, including, without limitation, each patent license listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each patent license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or

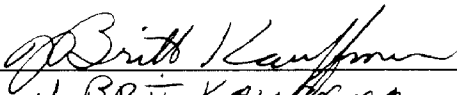
dilution of any patent or patent registration including, without limitation, the patents and patent registrations referred to in Schedule 1 annexed hereto, the patent registrations issued with respect to the patent applications referred in Schedule 1 and the patents licensed under any patent license, or (b) injury to the goodwill associated with any patent, patent registration or patent licensed under any patent license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor , through its duly authorized officer, has caused this Patent Security Agreement to be executed as of the date first written above.

GRANTOR:


HART ELECTION SERVICES, INC.

By: 
Name: J. BRITZ KAUFMAN
Title: President

Acknowledged, agreed and accepted as of the date hereof:

GRANTEE:

FLEET CAPITAL CORPORATION

By: 
Name: **Dan Hughes**
Title: **Vice President**

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

Patent Registrations

<u>PATENT NUMBER</u>	<u>ISSUE DATE</u>	<u>TITLE</u>	<u>PATENT EXPIRES</u>
5,278,753	1/11/94	Electronic Voting System	

Patent Applications

<u>PATENT APPLICATIONNUMBER</u>	<u>APPLICATION DATE</u>	<u>TITLE</u>
08/953,003	10/16/97	Improved Electronic Voting System

Patent Licenses

<u>NAME OF AGREEMENT</u>	<u>PARTIES</u>	<u>DATE OF AGREEMENT</u>
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