FORM PTO-1619A Expres 05/30/99 OMB 0651-0027



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U.S. Patent & TMOfc/TM Mail Ropt Dt. #26

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Name (line 1) Hart Election Services, Inc. Name (line 2)	Resubmission (Non-Recordation) Document ID# Correction of PTO Error Pool # Frame # Merger Other	
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Reel # Frame # U.S. Government (For Use ONLY by U.S. Government Agencies) Reel # Frame # Departmental File Secret File Conveying Party(ies) Mark if additional names of conveying parties attached Execution Departmental File Secret File Conveying Party (ies) Mark if additional names of conveying parties attached Execution Departmental File Secret File Conveying Party Inc. 10081999 Name (line 2) Execution Departmental File Secret File Execution Departmental File Secret File Conveying Party Inc. 10081999 Mark if additional names of receiving parties attached Execution Department Inc. 10081999 Receiving Party Mark if additional names of receiving parties attached Execution Department Inc. 10081999 Name (line 2) Mark if additional names of receiving parties attached Execution Department Inc. 10081999 Mark if additional names of receiving parties attached Execution Department Inc. 10081999 Mark if additional names of receiving parties attached Execution Department Inc. 10081999 Mark if additional names of conveying parties attached Execution Department Inc. 10081999 Execution Department Inc. 10081999 Month Day Execution Day Inc. 10081999 Execution Day Execution Day Month Day Month Day Execution Day Execution Day Inc. 10081999 Execution Day Executio	Pool # Frame # Other	
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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT

REEL: 010719 FRAME: 0506

FORM PTO Expres 06/30/99 OMB 0651-0027	-1619B	Page 2	U.S. Department of Commerce Patent and Trademark Office PATENT
Corresponde	ent Name and Address	Area Code and Telephone Number	(202) 457–5210
Name [George M. Borababy,	Esq.	
Address (line 1)	PATTON BOGGS LLP		
Address (line 2)	2550 M Street, N.W.		
Address (line 3)	Washington, D.C. 2	0037	
Address (line 4)			
Pages	Enter the total number of paincluding any attachments.	ges of the attached conveyance docu	ment # 5
• •	Number(s) or Patent Nun		f additional numbers attached
	e Patent Application Number or the P ent Application Number(s)	Patent Number (DO NOT ENTER BOTH number Patent	s for the same property). nt Number(s)
08953003		5278753	
	being filed together with a <u>new</u> Pate t named executing inventor.	nt Application, enter the date the patent applica	tion was Month Day Year
Patent Coop	eration Treaty (PCT)	PCT PCT	РСТ
	r PCT application number if a U.S. Application Number		PCT
	not been assigned.	PCIPCI	PCI
Number of P	roperties Enter the tot	al number of properties involved.	# 2
Fee Amount	Fee Amount f	for Properties Listed (37 CFR 3.41):	\$ 80.00
Method o	of Payment: Enclo Account	Deposit Account X	
	payment by deposit account or if addi	itional fees can be charged to the account.) eposit Account Number:	# 50-0709
	A	Authorization to charge additional fees:	Yes X No
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attache		elief, the foregoing information is true priginal document. Charges to deposi	
	M. Borababy	There on Freadaly	March 31, 2000
Name	of Person Signing	Signature	Date

PATENT REEL: 010719 FRAME: 0507

PATENT SECURITY AGREEMENT

Dated: October 8, 1999

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

Patent Security Agreement 1 9111.104:92054.01

dilution of any patent or patent registration including, without limitation, the patents and patent registrations referred to in <u>Schedule 1</u> annexed hereto, the patent registrations issued with respect to the patent applications referred in <u>Schedule 1</u> 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.

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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.

Acknowledged, agreed and accepted as of the date hereof:

GRANTEE:

FLEET CAPITAL CORPORATION

By: Name: Dan Hughes

Title: Vice President

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ACKNOWLEDGMENT

STATE OF TEXAS	§	
	§	SS
COUNTY OF TAALS	§	

On October 1999 before me personally appeared Boil Laurence, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as the President of Hart Election Services, Inc., a Delaware corporation, who being by me duly sworn, did depose and say that he is the President of Hart Election Services, Inc., the corporation described in and which executed the foregoing instrument; that [s]he signed the said instrument on behalf of said corporation by order of its Board of Directors; and that [s]he acknowledged said instrument to be the free act and deed of said corporation.



My commission expires:

2-17-03

SCHEDULE 1 to PATENT SECURITY AGREEMENT

Patent Registrations

PATENT NUMBER

ISSUE DATE

TITLE

PATENT EXPIRES

5,278,753

1/11/94

Electronic

Voting System

Patent Applications

PATENT

APPLICATIONNUMBER

APPLICATION DATE

TITLE

08/953,003

10/16/97

Improved Electronic

Voting System

Patent Licenses

NAME OF AGREEMENT

PARTIES

DATE OF AGREEMENT

PATENT SECURITY AGREEMENT

RECORDED: 03/31/2000

9111.104:92054.01

PATENT REEL: 010719 FRAME: 0512