

04-11-2002



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102050331

To the Honorable Commissioner of Patents and Trademarks. Please receive the attached original documents or copy thereof.

1. Name of conveying party(ies):

HART INTERCIVIC, INC.
15500 Wells Port Drive
Austin, Texas 78728

4-11-02

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: SILICON VALLEY BANK

Internal Address: _____

Street Address: 3003 Tasman Drive

City: Santa Clara State: CA Zip: 95054

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: March 22, 2002

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

08/953,003

B. Patent No.(s)

5,921,508

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Levy, Small & Lallas

Internal Address: _____

Attn: Wendy Ballot Huey

Street Address: 815 Moraga Drive

City: Los Angeles State: CA Zip: 90049

6. Total number of applications and patents involved: 14

7. Total fee (37 CFR 3.41).....\$ 560.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Wendy Ballot Huey

Name of Person Signing

Wendy Ballot Huey
Signature

April 9, 2002

Date

Total number of pages including cover sheet, attachments, and documents: 12

04/12/2002 6T0M11 00000018 08953003

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

01 FC:581

560.00 (P)

EXHIBIT BPATENTS

#	Title	Serial/Patent Number	Status
1	Electronic Voting System	08/953,003	Issued June 26, 2001
2	Electronic Voting System	09/812,185	Filed March 19, 2001
3	Electronic Voting System	09/812,178	Filed March 19, 2001
4	(New Voting Booth)	---	
5	(New Voting Booth)	---	
6	Precinct Voting System	09/754,423	Filed January 13, 2001
7	Precinct Voting System	60/186,030	Provisional filed March 1, 2000
8	Distributed Network Voting System	09/753,769	Filed January 2, 2001
9	Distributed Network Voting System (BMAIL)	60/211,840	Provisional filed June 15, 2000
10	Distributed Network Voting System (BMAIL)	09/882,758	Provisional filed September 15, 2000
11	Secure Internet Voting System With Bootable Disk	09/505,821	Filed February 17, 2000
12	Noninfringement Opinion	Patent No. 5,921,508	
13	Electronic Voting System	09/812,768	Filed March 20, 2001
14	General Intellectual Property	---	
15	Distributed Network Voting System (BMAIL)	60/255,486	Provisional filed December 13, 2000
16	Equal Time Ballot Rotation	10/074,839	Filed October 24, 2001
17	Distributed Network Voting System (BMAIL)	PCT/US01/19114	Filed June 15, 2001

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 22, 2002 by and between SILICON VALLEY BANK ("Secured Party") and HART INTERCIVIC, INC. ("Grantor").

RECITALS

A. Secured Party and Borrower are entering into that certain Loan and Security Agreement by dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein which are not defined, have the meanings set forth in the Loan Agreement).

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to all Intellectual Property and all other Collateral.

NOW, THEREFORE, as collateral security for the payment and performance when due of all of the Obligations, Grantor hereby grants, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure all of the Obligations, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (as defined in the Loan Agreement), including without limitation the following:

(a) All of present and future United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights, maskworks, software, computer programs and other works of authorship subject to United States copyright protection listed in Exhibit A-1 to this Agreement (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. §106 and any exclusive rights which may in the future arise by act of Congress or otherwise) and all present and future applications for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the "Registered Copyrights"), and any and all royalties, payments, and other amounts payable to Borrower in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present, and future infringements of the Registered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto.

(b) All present and future copyrights, maskworks, software, computer programs and other works of authorship subject to (or capable of becoming subject to) United States copyright protection which are not registered in the United States Copyright Office (the "Unregistered Copyrights"), whether now owned or hereafter acquired, including without limitation the Unregistered Copyrights listed in Exhibit A-2 to this Agreement, and any and all

royalties, payments, and other amounts payable to Borrower in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present, and future infringements of the Unregistered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the "Copyrights."

(c) All right, title and interest in and to any and all present and future license agreements with respect to the Copyrights.

(d) All present and future accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with or relating to the Copyrights.

(e) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(f) All trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing, and all license royalties and proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part of the foregoing.

2. Loan Agreement. This security interest is granted in conjunction with the security interest granted to Secured Party under the Loan Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Loan Agreement or any of the other Loan Documents, or now or

hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

3. Covenants and Warranties. Borrower represents, warrants, covenants and agrees as follows:

(a) Subject to Section 8(3) of the Schedule to the Loan Agreement, all of Borrower's present and future maskworks, software, computer programs and other works of authorship subject to (or capable of becoming subject to) United States copyright protection, the sale, licensing or other disposition of which results in royalties receivable, license fees receivable, accounts receivable or other sums owing to Borrower (collectively, "Accounts"), have been and shall be registered with the United States Copyright Office prior to the date Borrower requests or accepts any Loan from Secured Party with respect to such Accounts and prior to the date Borrower includes any such Accounts in any accounts receivable aging, borrowing base report or certificate or other similar report provided to Secured Party, and Borrower shall provide to Secured Party copies of all such registrations promptly upon the receipt of the same.

(b) Borrower shall undertake all reasonable measures to cause its employees, agents and independent contractors to assign to Borrower all rights of authorship to any copyrighted material in which Borrower has or may subsequently acquire any right or interest.

(c) Borrower shall promptly advise Secured Party of any Trademark, Patent or Copyright not specified in this Agreement, which is hereafter acquired by Borrower.

(d) Subject to Section 8(3) of the Schedule to the Loan Agreement, Borrower shall promptly register any Copyrights hereafter acquired and any Copyrights relating to major upgrades to present or future software, if not so already registered, and shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral;

4. General. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys fees, costs and disbursements. This Agreement may be amended only by a written instrument signed by both parties hereto. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Loan Agreement. This Agreement, the Loan Agreement, and the other Loan Documents comprise the entire agreement of the parties with respect to the matters addressed in this Agreement. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. Borrower and Secured Party consent to the nonexclusive jurisdiction of any state or federal court located in

5. WAIVER OF RIGHT TO JURY TRIAL. SECURED PARTY AND BORROWER EACH HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO: (I) THIS AGREEMENT; OR (II) ANY OTHER PRESENT OR FUTURE INSTRUMENT OR AGREEMENT BETWEEN SECURED PARTY AND BORROWER; OR (III) ANY CONDUCT, ACTS OR OMISSIONS OF SECURED PARTY OR BORROWER OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS OR ANY OTHER PERSONS AFFILIATED WITH SECURED PARTY OR BORROWER; IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

15500 Wells Port Drive
Austin, Texas 78728

Grantor:

HART INTERCIVIC, INC.

By:

Title:

Name:



VP&CFO

Ted Simmonds

Address of Secured Party:

3003 Tasman Drive
Santa Clara, California 95054

Secured Party:

SILICON VALLEY BANK

By:

Title:

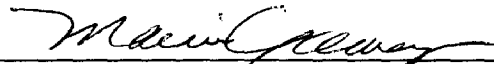

Market Manager

EXHIBIT A-1

REGISTERED COPYRIGHTS

(including copyrights that are the subject of an application for registration)

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT A-2

UNREGISTERED COPYRIGHTS

ISOL – eGovernment document and content management, workflow and citizen relationship management solutions

eSlate EVS software consisting of three separate proprietary programs: BOSS, Tally and Ballot Now

EXHIBIT B

PATENTS

#	Title	Serial/Patent Number	Status
1	Electronic Voting System	08/953,003	Issued June 26, 2001
2	Electronic Voting System	09/812,185	Filed March 19, 2001
3	Electronic Voting System	09/812,178	Filed March 19, 2001
4	(New Voting Booth)		
5	(New Voting Booth)		
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8	Distributed Network Voting System	09/753,769	Filed January 2, 2001
9	Distributed Network Voting System (BMAIL)	60/211,840	Provisional filed June 15, 2000
10	Distributed Network Voting System (BMAIL)	09/882,758	Provisional filed September 15, 2000
11	Secure Internet Voting System With Bootable Disk	09/505,821	Filed February 17, 2000
12	Noninfringement Opinion	Patent No. 5,921,508	
13	Electronic Voting System	09/812,768	Filed March 20, 2001
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15	Distributed Network Voting System (BMAIL)	60/255,486	Provisional filed December 13, 2000
16	Equal Time Ballot Rotation	10/074,839	Filed October 24, 2001
17	Distributed Network Voting System (BMAIL)	PCT/US01/19114	Filed June 15, 2001

EXHIBIT C

TRADEMARKS

Trademark	Owner	Status in Trademark Office	Federal Registration Number	Registration Date
HART FORMS & SERVICES (and design) - ®	Hart Information Services, Inc.	Registered	1,589,926	4/3/90
FORMS ON DEMAND - ®	Hart Information Services, Inc.	Registered	1,713,301	9/8/92
HART INFORMATION SERVICES - ®	Hart Information Services, Inc.	Registered	2,297,614	1/7/99
HART INFORMATION NETWORK - ®	Hart Information Services, Inc.	Registered	2,039,375	2/18/97
HART INTEGRATED SOLUTIONS (I/Sol) - ®	Hart Information Services, Inc.	Registered	2,152,699	4/21/98
CUSTOMER PACED SOLUTIONS - TM	Hart Information Services, Inc.	Registration Pending	Serial# 75/655,719 75/702,622	Filed 3/1/99 Filed 5/11/99
HARTCLICKS - SM	Hart Information Services, Inc.	Registration Pending	Serial# 75/468,861	Filed 4/16/98
WE'LL HANDLE THE DETAILS - ®	Hart Information Services, Inc.	Registration Pending Registered	Serial# 75/475,927 2,226,313 2,284,915	Filed 4/28/98 2/23/99

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Trademark	Owner	Status in Trademark Office	Federal Registration Number	Registration Date
TEXAS/EAGLE SILHOUETTE (TEXAS ELECTION LAWS LOGO - Design only) - ®	Hart Information Services, Inc.	Registered	2,297,614	12/7/99
HART FORMS ON LINE -SM	Hart Information Services, Inc.	Registration Pending	Serial # 75/702,620	Filed 5/11/99
HARTSECURE -TM	Hart Information Services, Inc.	Registration Pending	Serial # 75/702,621	Filed 5/11/99
THE ELECTOR - ®	Worldwide Election Systems	Registered	2296,786	11/30/99
THE COMPLIANT DOCUMENT EXPERT - SM	Hart Information Services, Inc.	In process w/ attorney	N/A	N/A
HART WORKFLOW - TM	Hart Information Services, Inc.	In process w/ attorney	N/A	N/A
"H" Mark - TM	Hart Information Services, Inc.	Registration Pending	78/009,379	Filed 5/23/00
eSlate - TM	Hart Information Services, Inc.	Registration Pending	78/009,381	Filed 5/23/00
iVote - TM	Hart Information Services, Inc.	Registration Pending	78/009,384	Filed 5/23/00
Hart InterCivic "H" Mark - TM	Hart Information Services, Inc.	Registration Pending	78/009,379	Filed 10/16/01
Tally - TM	Hart Information Services, Inc.	In process w/ attorney	N/A	N/A
Judge's Booth Controller - TM	Hart Information Services, Inc.	In process w/ attorney	N/A	N/A
Disabled Access Unit - TM	Hart Information Services, Inc.	In process w/ attorney	N/A	N/A
Ballot Now - TM	Hart Information Services, Inc.	Registration Pending	78/058,486	Filed 3/30/01
Mobile Ballot Box - TM	Hart Information Services, Inc.	Registration Pending	78/058,487	Filed 4/17/01

Trademark	Owner	Status in Trademark Office	Federal Registration Number	Registration Date
Rotary Select – TM	Hart InterCivic, Inc.	Registration Pending	78/050,561	Filed 2/28/01
eClerk - TM	Hart InterCivic, Inc.	In process w/ attorney	N/A	N/A
B-Mail - TM	Hart InterCivic, Inc.	Awaiting reply to response filed 9/11/01	-	-
Hosted Public Access - TM	Hart InterCivic, Inc.	Registration Pending	78/058,484	4/18/01
Trusted Transactions, Exceptional Expertise, Absolutely Accessible - SM	Hart InterCivic, Inc.	In process w/ attorney	N/A	N/A
Government Without Lines - SM	Hart InterCivic, Inc.	Registration Pending	78/058,482	Filed 3/30/01
Hart Public2Public - TM	Hart InterCivic, Inc.	Registration Pending	78/058,483	Filed 3/30/01
Hart Ethic - TM	Hart InterCivic, Inc.	Registration Pending	78/058,481	Filed 3/30/01
Hosted Public Access - TM	Hart InterCivic, Inc.	Registration Pending	78/058,484	Filed 3/30/01
TaxDoc - TM	Hart InterCivic, Inc.	Registration Pending	78/050560	Filed 10/30/00
HartNet - TM	Hart InterCivic, Inc.	Registration Pending	78/050,562	Filed 3/6/01
Hart InterCivic Logo - TM	Hart InterCivic, Inc.	Registration Pending	78/058,480	Filed 3/30/01
