

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Hart Intercivic, Inc.	10/07/2008

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054

PROPERTY NUMBERS Total: 24

Property Type	Number
Application Number:	08953003
Application Number:	09812185
Patent Number:	6581824
Patent Number:	7032821
Application Number:	60186030
Application Number:	09753769
Application Number:	60211840
Application Number:	09882758
Patent Number:	7152156
Patent Number:	6688517
Application Number:	60255486
Application Number:	10074839
PCT Number:	US0119114
Patent Number:	7216807
Patent Number:	7197167

PATENT

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Patent Number:	6873966
Patent Number:	6827262
Patent Number:	6662998
Patent Number:	6641033
Patent Number:	D475219
Application Number:	11899333
Application Number:	10215124
Application Number:	10461586
Application Number:	10342909

CORRESPONDENCE DATA

Fax Number: (214)953-5822
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214-953-6105
 Email: dstolle@jw.com
 Correspondent Name: David Stolle
 Address Line 1: 901 Main Street, Suite 6000
 Address Line 4: Dallas, TEXAS 75202

ATTORNEY DOCKET NUMBER:	218803.304
NAME OF SUBMITTER:	David Stolle

Total Attachments: 13

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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement is entered into as of October 7, 2008 by and between **SILICON VALLEY BANK** ("Secured Party") and **HART INTERCIVIC, INC.**, a Texas corporation ("Debtor").

RECITALS

A. Secured Party and Debtor are entering into that certain Amended and Restated 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, Debtor has granted to Secured Party a security interest in all of Debtor's right, title and interest, whether presently existing or hereafter acquired, in, to all Intellectual Property and all other Collateral.

C. This Agreement amends and restates in its entirety that certain Intellectual Property Security Agreement, dated as of March 22, 2002 (as amended, restated, supplemented, or otherwise modified from time to time, the "Prior IP Security Agreement"), between Debtor and Secured Party. The Prior IP Security Agreement was recorded: (A) with the U.S. Copyright Office, on June 7, 2002, at Volume 3486 / Page 601 with respect to the Registered Copyrights identified therein; and (B) with the U.S. Patent and Trademark Office, on April 11, 2002, at Reel 012762 / Frame 0259, with respect to the Patents identified therein.

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

AGREEMENT

1. Grant of Security Interest. To secure all of the Obligations, Debtor grants and pledges to Secured Party a security interest in all of Debtor'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 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 Debtor 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, and any and all royalties, payments, and other amounts payable to Debtor 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 Debtor 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. Debtor represents, warrants, covenants and agrees as follows:

(a) Debtor and Secured Party acknowledge that Section 6.10 of the Loan Agreement modifies certain requirements set forth in Section 8(3) of the Schedule to the Prior Loan Agreement, and that this Agreement modifies certain requirements set forth in the Prior IP Security Agreement, in each case with respect to the registration or non-registration of copyrights.

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

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

(d) Section 6.10 of the Loan Agreement hereby is incorporated herein as though fully set forth herein, *mutatis mutandis*.

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.

5. CHOICE OF LAW, VENUE, JURY TRIAL WAIVER AND JUDICIAL REFERENCE. SECTION 11 OF THE LOAN AGREEMENT HEREBY IS INCORPORATED HEREIN, MUTATIS MUTANDIS.

[remainder of page intentionally left blank; signature page immediately follows]

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

Address of Debtor:

15500 Wells Port Drive
Austin, Texas 78728

Debtor:

HART INTERCIVIC, INC.,
a Texas corporation

By: Greg L. Burt

Title: President + CEO

Name: Greg L. Burt

Address of Secured Party:

3003 Tasman Drive
Santa Clara, California 95054

Secured Party:

SILICON VALLEY BANK

By: _____

Title: _____

Form: 3/1/02

Document Version: -1

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

Address of Debtor:

15500 Wells Port Drive
Austin, Texas 78728

Debtor:

HART INTERCIVIC, INC.,
a Texas corporation

By: _____
Title: _____
Name: _____

Address of Secured Party:

3003 Tasman Drive
Santa Clara, California 95054

Secured Party:

SILICON VALLEY BANK

By: Audrey Clow
Title: Relationship Manager

Form: 3/1/02
Document Version: -1

EXHIBIT A

REGISTERED COPYRIGHTS

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

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Tally	TX0005786099	4/19/2002
Boss	TX0005787200	4/19/2002
BallotNow	TX0005787201	4/19/2002
SERVO	TX0005672241	4/19/2002
JBC firmwave	TX0005787199	4/19/2002
eSlate firmwave	TX0005598239	4/19/2002
Hart workflow for public records	TXu001030623	4/23/2002

[PLEASE CONFIRM WHETHER THE FOLLOWING HAVE BEEN REGISTERED SINCE MARCH 2002]:

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

eSlate FVS 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	6,581,824	Issued June 24, 2003 [Application No. 09/812,178 filed March 19, 2001]
4	Collapsible Voting Booth (New Voting Booth)		
5	Collapsible Voting Booth (New Voting Booth)		
6	Precinct Voting System	7,032,821	Issued April 25, 2006 [Application No. 09/754,423 filed on January 3, 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	Filed June 16, 2001 [Provisional filed September 15, 2000]
11	Secure Internet Voting System With Bootable Disk	7,152,156	Issued December 19, 2006 [Application No. 09/505,821 filed February 17, 2000]
12	Noninfringement Opinion	Patent No. 5,921,508	
13	Electronic Voting System	6,688,517	Issued February 10, 2004 [Application No. 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

#	Title	Serial/Patent Number	Status
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
18	Automated processing of by-mail ballots	7,216,807	Issued May 15, 2007 [Application No. 10/461,586 filed June 12, 2003]
19	Registration apparatus and method, as for voting	7,197,167	Issued March 27, 2007 [Application No. 10/208,926 filed July 30, 2002]
20	Distributed network voting system	6,873,966	Issued March 29, 2005 [Application No. 09/882,758 filed June 15, 2001]
21	Portable voting booth	6,827,262	Issued December 7, 2004 [Application No. 10/215,124 filed August 8, 2002]
22	Electronic voting system	6,662,998	Issued December 16, 2003 [Application No. 10/267,205 filed October 8, 2002]
23	Electronic voting system	6,641,033	Issued November 4, 2003 [Application No. 10/267,412 filed October 8, 2002]
24	Portable voting booth	D475,219	Issued June 3, 2003 [Application No. D/165,363 filed August 8, 2002]
25	Voting machine storage and transport cart with improved security	11/899,333	Filed September 5, 2007
26	Portable voting booth	10/215,124	Filed August 8, 2002
27	Automated processing of by-mail ballots	10/461,586	Filed June 12, 2003
28	Distributed network voting system	10/342,909	Filed January 14, 2003

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	Serial# 75/475,927	Filed 4/28/98
		Registered	2,226,313 2,284,915	2/23/99

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	Hart Information Services, Inc.	Registration	78/058,487	Filed

Trademark	Owner	Status in Trademark Office	Federal Registration Number	Registration Date
Box - TM	Inc.	Pending		4/17/01
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