

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Neil McClure	10/08/1999
RECEIVING PARTY DATA	
Name:	Hart Election Services, Inc.
Street Address:	P.O. Box 80649
City:	Austin
State/Country:	TEXAS
Postal Code:	78708
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	7152156
Patent Number:	7640181
Patent Number:	7032821
Patent Number:	6873966
Patent Number:	6827262
Patent Number:	6688517
Patent Number:	6662998
Patent Number:	6641033
Patent Number:	6581824
Patent Number:	D475219
CORRESPONDENCE DATA	
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CH \$400.00 7152156

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ATTORNEY DOCKET NUMBER:	073277.0309453
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NAME OF SUBMITTER:	Chris Gilbert
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Total Attachments: 4
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ASSIGNMENT AND RATIFICATION AGREEMENT

WHEREAS, Neil McClure ("DEVELOPER") has previously served as a consultant and employee to Worldwide Election Systems, Inc. of Boulder, Colorado ("WES");

WHEREAS, DEVELOPER developed, invented or created designs, inventions, and/or copyrightable works in the course of work performed for WES, which designs, inventions and/or copyrightable works DEVELOPER previously agreed to assign to WES in consideration of payments by WES to DEVELOPER;

WHEREAS, Hart Election Services, Inc., a Delaware corporation ("HART"), as part of an acquisition of the assets and business operations of WES, has or will acquire, among other assets of WES, all of WES' rights, title and interest in the designs, inventions, and works which DEVELOPER developed, invented or created for WES;

WHEREAS, HART and DEVELOPER wish to establish a new relationship pursuant to which DEVELOPER will work to provide to HART new designs, inventions and/or copyrightable works in connection with HART's continued development of electronic and internet voting systems, apparatuses, programs, or processes;

WHEREAS, HART and DEVELOPER believe that DEVELOPER's prior intended assignment(s) of DEVELOPER's rights, title and interests in and to designs, inventions and/or works developed, invented or created for WES was/were complete and effective, but if such assignment(s) was/were in any way incomplete or ineffective, HART's ability to consolidate WES's assets into, and raise capital needed to develop, a viable business operation may be seriously compromised;

WHEREAS, DEVELOPER, among other things, in protection of his own interests, wishes to insure that HART has acquired sole, undivided ownership interests in all rights, title and interests in the discoveries, inventions, designs, and copyrightable works which related, or will relate to DEVELOPER's prior work for WES, and expected future work for HART;

NOW THEREFORE, for and in consideration of the mutual covenants and other consideration recited herein, which consideration is expressly deemed and stipulated to be received and fully adequate to support the duties of the parties to this Agreement, DEVELOPER and HART agree as follows:

DEVELOPER hereby assigns to HART all of DEVELOPER's rights, title and interests (if any) which DEVELOPER has, or might be argued to have, in any design, invention, discovery, trade secret, copyrightable work or other intellectual property which relates in any way to DEVELOPER's prior work for WES, to electronic or internet voting systems or apparatuses, and/or to sub-systems or components used or useful in the context of electronic or

internet voting systems or apparatuses and as are reasonably necessary for WES or HART, and their successors and assigns, to use electronic or internet voting systems or apparatuses.

DEVELOPER agrees to execute such other documents as HART reasonably requests to effectuate the stated intent of this Agreement -- that HART own each and every design, invention, discovery, trade secret, copyrightable work and other intellectual property which, absent an assignment by DEVELOPER, DEVELOPER would, or might be argued to, hold an interest, and which relates in any way to DEVELOPER's prior work for WES, to electronic or internet voting systems or apparatuses, and/or to sub-systems or components used or useful in the context of electronic or internet voting systems or apparatuses and as are reasonably necessary for WES or HART, and their successors and assigns, to use electronic or internet voting systems or apparatuses.

The Agreement may not be amended or waived and no representations may be made by either party, except in writing signed by a duly authorized representative thereof.

HART:

Hart Election Services, Inc.

By: *[Signature]*

Name: J. Boim Kauerman

Title: President

Date: October 8, 1999

DEVELOPER:

Sign. *[Signature]*
Neil A. McClure

Date: 10/8/99

Exhibits:

Exhibit A – Employment Agreement

Exhibit B – Confidentiality Agreement