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| PATENT ASSIGNMENT COVER SHEET |
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Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3488325

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Execution Date |
|------------------------------|----------------|
| DOMINION VOTING SYSTEMS INC. | 08/14/2015 |

RECEIVING PARTY DATA

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|------------------------|--|
| Name: | NORTH HAVEN CREDIT PARTNERS II L.P., AS ADMINISTRATIVE AGENT |
| Street Address: | 1585 BROADWAY, 39TH FLOOR |
| City: | NEW YORK |
| State/Country: | NEW YORK |
| Postal Code: | 10036 |

PROPERTY NUMBERS Total: 24

| Property Type | Number |
|---------------------|----------|
| Patent Number: | 8844813 |
| Patent Number: | 8913787 |
| Patent Number: | 8195505 |
| Application Number: | 14539684 |
| Application Number: | 13463536 |
| Application Number: | 13525187 |
| Application Number: | 13525208 |
| Patent Number: | 7111782 |
| Patent Number: | 7422151 |
| Patent Number: | D599131 |
| Patent Number: | D521050 |
| Patent Number: | D515619 |
| Patent Number: | D521051 |
| Patent Number: | D537469 |
| Patent Number: | 8714450 |
| Patent Number: | 8910865 |
| Patent Number: | 8864026 |
| Patent Number: | 8876002 |
| Patent Number: | 5626726 |
| Patent Number: | 6194698 |

PATENT

| Property Type | Number |
|----------------|---------|
| Patent Number: | 5248872 |
| Patent Number: | D378173 |
| Patent Number: | D319459 |
| Patent Number: | D312251 |

CORRESPONDENCE DATA

Fax Number: (617)526-9899

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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|--------------------------------|----------------------|
| ATTORNEY DOCKET NUMBER: | 51025/046 |
| NAME OF SUBMITTER: | CHRISTINE SLATTERY |
| SIGNATURE: | /Christine Slattery/ |
| DATE SIGNED: | 08/18/2015 |

Total Attachments: 4

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GRANT OF A SECURITY INTEREST -- PATENTS

This Patent Security Agreement (this "Patent Security Agreement") is made as of August 14, 2015, by DOMINION VOTING SYSTEMS INC., a Delaware corporation ("Grantor"), in favor of NORTH HAVEN CREDIT PARTNERS II L.P., a Delaware limited partnership, in its capacity as Administrative Agent for itself and the other Purchaser Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor holds all right, title and interest in the letter patents, design patents and utility patents listed on the attached Schedule A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated as of the date hereof (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Purchaser Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations of such Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Purchaser Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations of such Grantor.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.


The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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

DOMINION VOTING SYSTEMS, INC.

By: 
Name: John Poulos
Title: President, Treasurer and Secretary

[Signature Page to Patent Security Agreement]

PATENT
REEL: 036352 FRAME: 0541

| Title | COUNTRY | SERIAL # | FILED DATE | PATENT NO. | ISSUE DATE | STATUS |
|--|---------|------------|------------|------------|------------|------------------------------------|
| Electronic Correction of Voter-Marked Paper Ballot | US | 13/476,836 | 5/21/2012 | 8,844,813 | 9/30/2012 | Issued |
| Ballot Adjudication in Voting Systems Utilizing Ballot Images | US | 13/470,091 | 5/11/2012 | 8,913,787 | 12/16/2014 | Issued |
| Ballot Adjudication in Voting systems Utilizing Ballot Images | US | 14/539,684 | 11/12/2014 | | | Allowed |
| System, Method and Computer Program for Vote Tabulation with an Electronic Audit Trail | US | 11/121,997 | 5/5/2005 | 8,195,505 | 6/5/2012 | Issued |
| System, Method and Computer program for Vote Tabulation with an Electronic Audit Trail | US | 13/463,536 | 5/3/2012 | | | On Appeal - Appeal No. 2014-03595 |
| System, Method and Computer Program for Vote Tabulation with an Electronic Audit Trail | US | 13/525,187 | 6/15/2012 | | | On Appeal - Appeal No. 2014-009362 |
| System, Method and Computer Program for Vote Tabulation with an Electronic audit Trail | US | 13/525,208 | 6/15/2012 | | | On Appeal - Appeal No. 2014-003066 |
| Systems and Methods for Providing Security in a Voting Machine | US | 10/811,969 | 3/30/2004 | 7,111,782 | 9/26/2006 | Issued |
| Systems and Methods for Providing Security in a Voting Machine | US | 11/526,028 | 9/25/2006 | 7,422,151 | 9/9/2008 | Issued |
| Voting Booth | US | 29/324,281 | 9/10/2008 | D599,131 | 9/1/2009 | Issued |
| Voting Terminal and Stand | US | 29/209,554 | 7/15/2004 | D521,050 | 5/16/2006 | Issued |
| Pair of Enclosure Doors | US | 29/209,579 | 7/15/2004 | D515,619 | 2/21/2006 | Issued |
| Voting Terminal | US | 29/209,556 | 7/15/2004 | D521,051 | 5/16/2006 | Issued |
| Voting Terminal and Keypad | US | 29/254,483 | 2/23/2006 | D537,469 | 2/27/2007 | Issued |
| Systems and Methods for Transactional Ballot Processing, and Ballot Auditing | US | 13/092,600 | 4/22/2011 | 8,714,450 | 5/6/2014 | Issued |
| Ballot Level Security Features for Optical Scan Voting Machine Capable of Ballot Image Processing, Secure Ballot Printing, and Ballot Layout Authentication and Verification | US | 13/092,599 | 4/22/2011 | 8,910,865 | 12/16/2014 | Issued |
| Ballot Image Processing System and Method for Voting Machines | US | 13/092,606 | 4/22/2011 | 8,864,026 | 10/21/2014 | Issued |

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| Systems for Configuring Voting Machines, Docking Device for Voting Machines, Warehouse Support and Asset Tracking of Voting Machines | US | 13/092,604 | 4/22/2011 | 8,876,002 | 11/4/2014 | Issued |
| Electro-Optical Sensor for Marks on a Sheet | US | 08/545,298 | 10/19/1995 | 5,635,726 | 6/3/1997 | Issued |
| Electro-Optical Sensor Circuitry | US | 08/748,562 | 11/13/1996 | 6,194,698 | 2/27/2001 | Issued |
| Device for Optically Reading Marked Ballots Using Infrared and Red Emitters | US | 07/740,808 | 8/6/1991 | 5,248,872 | 9/28/1993 | Issued |
| Systems and Methods for Providing Security in a Voting Machine | US | 10/811,969 | 3/30/2004 | 7,111,782 | 9/26/2006 | Issued |
| Voting Booth | US | 29/051,389 | 3/8/1996 | D378,173 | 2/25/1997 | Issued |
| Voting Machine | US | 07238933 | 8/31/1988 | D319459 | 8/27/1991 | Issued |
| Memory Cartridge for Electronic Voting System | US | 07240558 | 8/31/1988 | D312251 | 11/20/1990 | Issued |