

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4066771

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	VALENTINO GUYETT	05/01/2015
RECEIVING PARTY DATA		
Name:	ELECTION SYSTEMS & SOFTWARE, LLC	
Street Address:	11208 JOHN GALT BOULEVARD	
City:	OMAHA	
State/Country:	NEBRASKA	
Postal Code:	68137	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Patent Number:	8899480	
Application Number:	14550339	
CORRESPONDENCE DATA		
Fax Number:	(816)691-3495	
<i>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.</i>		
Phone:	816-842-8600	
Email:	lora.gurley@stinson.com	
Correspondent Name:	PATENT GROUP, STINSON LEONARD STREET LLP	
Address Line 1:	1201 WALNUT STREET, SUITE 2900	
Address Line 4:	KANSAS CITY, MISSOURI 64106-2150	
ATTORNEY DOCKET NUMBER:	0803338-0213	
NAME OF SUBMITTER:	LORA GURLEY	
SIGNATURE:	/LORAGURLEY/	
DATE SIGNED:	09/23/2016	
Total Attachments: 5		
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ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Agreement") is entered into by and between Valentino Guyett, an individual having an address of 1830 Linwood Ave. SW, Olympia, Washington 98512 ("Mr. Guyett") and Election Systems & Software, LLC, a Delaware limited liability company having a principal place of business at 11208 John Galt Boulevard, Omaha, Nebraska 68137 ("ES&S").

Recitals

Mr. Guyett is employed by ES&S, which is a successor in interest to certain rights and assets of Advanced Ballot Solutions, LLC ("ABS").

Mr. Guyett was employed by ABS at the time of his inventive activity relating to the patent rights assigned under this Agreement, including his collaboration with one or more representatives of Everyone Counts, Inc. ("ECI") in connection with the conception and development of the systems and methods disclosed and claimed in United States Patent No. 8,899,480 issued on December 2, 2014 and titled "Systems and Methods for Remaking Ballots" ("the '480 Patent").

Mr. Guyett claims to be an unnamed co-inventor of the invention claimed in the '480 Patent. The named co-inventors, Aaron Contorer, Sean Mostafavi, Jim Goode, Elan Kaplan, Carolyn Hicks, and Jon Thomason, have separately assigned rights in the '480 Patent to ECI.

Mr. Guyett has not previously assigned, or been asked to assign, any rights in the '480 Patent to ECI or any other third party.

ES&S has provided notice to ECI of Mr. Guyett's claim of co-inventorship with respect to the '480 Patent.

To date, ECI has taken the position that Mr. Guyett is not a co-inventor of the invention claimed in the '480 Patent and has not taken the necessary actions to correct inventorship of the '480 Patent.

Mr. Guyett is willing to assign, and by this Agreement does hereby assign, all of his rights relating to the '480 Patent to ES&S.

Agreement

In consideration of the foregoing Recitals (which are incorporated herein) and the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment

Mr. Guyett hereby assigns, transfers, and conveys to ES&S, Mr. Guyett's entire right, title and interest in and to:

- (a) the inventions disclosed or claimed, in whole or in part, in the '480 Patent (the "Inventions");

- (b) all patents and patent applications that have been or may later be filed that are based on the Inventions in any country, including any provisional application, non-provisional application, divisional application, continuation application, continuation-in-part application, extension, renewal, re-examination, reissue, substitute, supplementary protection certificate, utility model, or similar legal protection based on the Inventions, including, but not limited to, U.S. Continuation Patent Application No. 14/550,339 (collectively, the "Patents");
- (c) the right to claim priority to any of the Patents under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or laws of the country in which the Patents are filed, as may be applicable; and
- (d) all rights of action, powers, and benefits arising from Mr. Guyett's ownership of the Patents, including the right to sue for past, present, and future infringement of the Patents, the right to collect royalties, fees, damages, and payments now or later due or payable with respect to the Patents, the right to seek injunctive relief based on the Patents, and the right to pursue all causes of action and all enforcement rights relating to the Patents, whether known or unknown, currently pending or otherwise.

The rights assigned in (a)-(d) above are referred to collectively in this Agreement as the "Assigned Rights."

2. Further Assurances

Upon the reasonable request of ES&S, Mr. Guyett will execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement. Without limiting the generality of the foregoing, Mr. Guyett will execute any and all assignments and other documents that may be needed to record, vest, or perfect ES&S's right, title, and interest in and to the Assigned Rights as fully and entirely as the same would have been held and enjoyed by Mr. Guyett if this assignment had not been made. Mr. Guyett will also execute any and all declarations, oaths, and other documents requested by ES&S in connection with the Patents.

If any of the Patents become involved in an interference, derivation proceeding, re-examination, reissue, opposition, supplemental examination, *inter partes* review, post grant review, validity, or infringement proceeding, ES&S will retain counsel for and defend or prosecute, as the case may be, such a proceeding on the parties' behalf and Mr. Guyett will cooperate with and assist ES&S in relation to the proceeding for the benefit of ES&S at ES&S's expense.

3. Representations, Warranties and Covenants

Mr. Guyett hereby represents, warrants and covenants to ES&S that:

- (a) Mr. Guyett has the full right and power to enter into and perform his obligations under this Agreement without being in breach of any obligations owed by Mr. Guyett to any third party;

- (b) The Assigned Rights are free and clear of any agreement, lien, charge, encumbrance, or other claim or right, either written, oral, or implied, that could reasonably impair, interfere or conflict with the rights assigned to ES&S in this Agreement; and
- (c) Mr. Guyett has not assigned, transferred, or otherwise conveyed and will not assign, transfer, or otherwise convey to any third party any right or license under or with respect to the Assigned Rights.

4. Binding Agreement

The provisions of this Agreement are binding upon, and will inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

5. Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same document.

[signature pages follow]

VALENTINO GUYETT

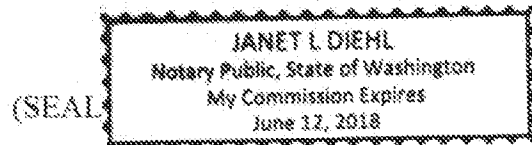
By: [Signature]

Date: 5/1/2015

ACKNOWLEDGMENT

STATE OF Washington)
COUNTY OF Thurston) SS

On this 1 day of May, 2015, before me, a Notary Public in and for the State and County aforesaid, personally appeared VALENTINO GUYETT, to me known and known to me to be the person of that name who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.



[Signature]
Notary Public

My Commission Expires:

June 12, 2018

ELECTION SYSTEMS & SOFTWARE, LLC

By: [Signature]

Printed Name: Eric A. Anderson

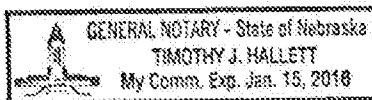
Title: Vice President and General Counsel

Date: 5/6/15

ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 6th day of May, 2015, before me, a Notary Public in and for the State and County aforesaid, personally appeared Eric A. Anderson, to me known and known to me to be the person of that name who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.



(SEAL)

[Signature]
Notary Public

My Commission Expires:

Jan. 15, 2016