PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3488325

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

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

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

CORRESPONDENCE DATA

Fax Number: (617)526-9899

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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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EXECUTION VERSION

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]

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

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 Voting Machine Memory Cartridge for Electronic Voting System	US US US	29/051,389 07238933 07240558	3/8/1996 8/31/1988 8/31/1988	D378,173 D319459 D312251	2/25/1997 8/27/1991 11/20/1990	Issued Issued Issued