PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5734338

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF THE SECURITY INTEREST RECORDED AT REEL/FRAME 036352/0538

CONVEYING PARTY DATA

Name	Execution Date
NORTH HAVEN CREDIT PARTNERS II L.P.	07/12/2018

RECEIVING PARTY DATA

Name:	DOMINION VOTING SYSTEMS INC.
Street Address:	1201 18TH STREET, SUITE 210
City:	DENVER
State/Country:	COLORADO
Postal Code:	80202

PROPERTY NUMBERS Total: 24

Property Type	Number
Patent Number:	8844813
Patent Number:	8913787
Application Number:	14539684
Patent Number:	8195505
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:	5635726
Patent Number:	6194698

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

CORRESPONDENCE DATA

Fax Number: (312)862-2200

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.

Phone: 312-862-6371

Email: renee.prescan@kirkland.com

Correspondent Name: RENEE PRESCAN

Address Line 1: 300 NORTH LASALLE STREET

Address Line 2: KIRKLAND & ELLIS LLP

Address Line 4: CHICAGO, ILLINOIS 60654

NAME OF SUBMITTER:	RENEE M. PRESCAN
SIGNATURE:	/Renee M. Prescan/
DATE SIGNED:	09/24/2019

Total Attachments: 13

source=Dominion_Officer Certificate - North Haven Payoff and PTO Release#page1.tif
source=Dominion_Officer Certificate - North Haven Payoff and PTO Release#page2.tif
source=Dominion_Officer Certificate - North Haven Payoff and PTO Release#page3.tif
source=Dominion_Officer Certificate - North Haven Payoff and PTO Release#page4.tif
source=Dominion_Officer Certificate - North Haven Payoff and PTO Release#page5.tif
source=Dominion_Officer Certificate - North Haven Payoff and PTO Release#page6.tif
source=Dominion_Officer Certificate - North Haven Payoff and PTO Release#page7.tif
source=Dominion_Officer Certificate - North Haven Payoff and PTO Release#page8.tif
source=Dominion_Officer Certificate - North Haven Payoff and PTO Release#page9.tif
source=Dominion_Officer Certificate - North Haven Payoff and PTO Release#page10.tif
source=Dominion_Officer Certificate - North Haven Payoff and PTO Release#page11.tif
source=Dominion_Officer Certificate - North Haven Payoff and PTO Release#page12.tif
source=Dominion_Officer Certificate - North Haven Payoff and PTO Release#page13.tif

CERTIFICATE OF CHIEF FINANCIAL OFFICER

TERMINATION AND RELEASE OF PATENT COLLATERAL AGREEMENT

I, Michael McGee, am the Chief Financial Officer of Dominion Voting Systems Inc., a Delaware corporation (the "Company"), and as such am duly authorized to execute and deliver this Certificate on behalf of the Company. The undersigned officer hereby certifies, on behalf of the Parent, and not in their individual capacity, that:

1) On August 14, 2015, the Company, as Grantor and North Haven Credit Partners II L.P., a Delaware limited partnership (the "Grantee") entered into that certain Grant of Security Interest - Patents which was recorded in the Patent Division of the United States Patent and Trademark office on August 18, 2015 at Reel 036352 Frame 0538;

2) On July 12, 2018 the Grantee was paid in full and terminated its security interest on all assets and property of the Company pursuant to a Payoff Letter to the Company, attached as Exhibit A hereto;

[Signature Page Follows]

IN WITNESS WHEREOF, I have hereunto set my hand this 23rd day of September, 2019.

DOMINION VOTING SYSTEMS INC.

By: _____
Name: Michael McGee
Title: Chief Financial Officer

EXHIBIT A

Payoff Letter dated July 12, 2018

North Haven Credit Partners II L.P.
1585 Broadway, 39th Floor
New York, New York 10036

July 12, 2018

DOMINION VOTING SYSTEMS CORPORATION
215 Spadina Ave, Suite 200
Toronto, Ontario, Canada
M5T 2C7
Attention: Ian MacVicar
Facsimile No.: (416) 762-8663
Telephone No.: (416) 907-8299
Email: ian.macvicar@dominionvoting.com

RE: Payoff

Ladies and Gentlemen:

DOMINION VOTING SYSTEMS CORPORATION, an Ontario corporation (the "Canadian Issuer"), and DOMINION VOTING SYSTEMS, INC., a Delaware Corporation (the "US Issuer", and together with the Canadian Issuer, collectively, the "Issuers" and individually, an "Issuer"), have requested that NORTH HAVEN CREDIT PARTNERS II L.P., a Delaware limited partnership ("North Haven"), as administrative agent for the parties identified as Purchasers on the signature pages hereof (each individually, a "Purchaser", and collectively, the "Purchasers") (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent"), accept from the Issuers or their designees payment of all of the outstanding Obligations owing by the Issuers and the Guarantors to the Administrative Agent or the Purchasers under or in connection with that certain Note Purchase Agreement dated as of August 14, 2015, by and among the Purchasers, the Administrative Agent, Canadian Issuer, U.S. Issuer, the Guarantors from time to time party thereto, the Purchasers and Administrative Agent (as amended, restated, amended and restated or otherwise modified or supplemented from time to time, the "Note Purchase Agreement") and the other Note Documents. All capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Note Purchase Agreement.

If paid by 3:00 p.m. Central time on July 13, 2018, the Administrative Agent and Purchasers agree that the amount necessary to pay all of the outstanding Obligations is $15,584,468.48 (the "Payoff Amount"), as detailed on Exhibit A hereto. If such payment is not received by the Administrative Agent and its designees by 3:00 p.m. Central time on such date, then interest and fees on the Obligations shall continue to accrue at the per diem rate, which is $5,351.04 per calendar day payable to the Administrative Agent (the "Per Diem Amount"). Any funds received by the Administrative Agent after 3:00 p.m. Central time on any day shall be deemed to have been paid by the Issuers on the next Business Day. If the Payoff Effective Time (as defined below) shall not have occurred on or prior to July 18, 2018, then this letter agreement shall automatically terminate and have no further force or effect.

This letter will confirm and evidence the Issuers' agreement that the Payoff Amount, plus the Per Diem Amount, if any, is to be paid by wire transfer in the amounts and to the accounts identified on Exhibit A hereto.

Upon receipt by the Administrative Agent and its designees of (1) the Payoff Amount (plus the Per Diem Amount, if applicable) in the manner set forth above, (2) a fully executed counterpart of this letter agreement signed by the Note Parties, and (3) evidence that the Closing Date Warrant has been exercised into 540,336 shares of Class A Common Shares of Dominion Voting Systems Limited (the time at which the foregoing conditions shall first be satisfied is herein referred to as the "Payoff Effective Time"), (a) all outstanding Obligations and any and all other obligations or indebtedness of the Note Parties to the Administrative Agent and the Purchasers shall be deemed satisfied and paid in full; (b) the Note Documents shall automatically terminate and be of no further force or effect except as set forth in this letter agreement; (c) all Guarantors of the Obligations will be automatically, and without the need for any further action, released from their obligations under the Note Documents; (d) all of the Administrative Agent's security interests in, and other liens and encumbrances on, all assets and property of the Note Parties shall be automatically, forever and irrevocably terminated and released and shall be of no further force and effect; (e) the Administrative Agent authorizes the filing by the Issuers or their designees of UCC termination statements, PPSA discharge statements, intellectual property releases, mortgage releases, deposit account control agreement terminations, and other lien termination instruments and documentation necessary or advisable in order to evidence the termination of liens and security interests contemplated hereby, and (f) the Administrative Agent agrees to execute such other lien and encumbrance termination or release documents to evidence such termination and release as the Issuers may reasonably request in connection with this letter agreement at the Issuers' sole expense.

Notwithstanding anything contained in this letter agreement, the Note Parties, the Administrative Agent and each Purchaser understands and agrees that certain indemnities and covenants set forth in the Note Purchase Agreement and the other Note Documents expressly survive termination of the Note Purchase Agreement and the other Note Documents, including, without limitation those that state they survive termination of the Note Purchase Agreement or other Note Documents or continue in full force and effect after the Obligations are paid in full.

FOR AND IN CONSIDERATION OF THE AGREEMENTS CONTAINED HEREIN, EACH NOTE PARTY HEREBY FOREVER RELEASES AND DISCHARGES THE ADMINISTRATIVE AGENT, EACH PURCHASER, AND EACH OF THEIR RESPECTIVE AFFILIATES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, TRUSTEES, ADMINISTRATORS, MANAGERS, MEMBERS, ADVISORS, REPRESENTATIVES, ATTORNEYS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, DAMAGES AND LIABILITIES OF ANY NATURE WHATSOEVER, KNOWN OR UNKNOWN, WHICH SUCH PERSON EVER HAD, NOW HAS OR MIGHT HEREAFTER HAVE AGAINST THE RELEASED PARTIES WHICH RELATES, DIRECTLY OR INDIRECTLY, TO THE NOTE PURCHASE AGREEMENT, ANY NOTE DOCUMENT OR THE TRANSACTIONS RELATING THERETO. EACH NOTE PARTY AGREES THAT THE PAYOFF AMOUNT (INCLUDING THE PER DIEM AMOUNT, IF ANY) ARE PAYABLE WITHOUT ANY DEDUCTION, OFFSET, DEFENSES OR COUNTERCLAIM.

TO THE EXTENT THAT ALL OR ANY PART OF THE PAYOFF AMOUNT OR ANY OTHER PAYMENTS OR PROCEEDS, OR ANY PORTION THEREOF, RECEIVED BY THE ADMINISTRATIVE AGENT OR THE PURCHASERS ON ACCOUNT OF THE OBLIGATIONS SHALL BE SUBSEQUENTLY INVALIDATED, DECLARED TO BE FRAUDULENT OR A FRAUDULENT CONVEYANCE OR PREFERENTIAL, SET ASIDE OR REQUIRED TO BE REPAID TO A TRUSTEE, RECEIVER, DEBTOR-IN-POSSESSION

OR ANY OTHER PARTY UNDER ANY BANKRUPTCY LAW, STATE, PROVINCIAL OR FEDERAL LAW, COMMON LAW OR EQUITABLE CAUSE, THEN TO THE EXTENT THAT SUCH PAYMENTS OR PROCEEDS ARE RESCINDED OR MUST OTHERWISE BE RESTORED BY THE ADMINISTRATIVE AGENT OR THE PURCHASERS, THEN THE OBLIGATIONS AND INDEBTEDNESS OF THE ISSUERS AND GUARANTORS TO THE ADMINISTRATIVE AGENT AND THE PURCHASERS, OR ANY PART THEREOF WHICH WAS INTENDED TO BE SATISFIED BY ANY SUCH PAYMENTS OR PROCEEDS, SHALL BE REVIVED AND REINSTATED AND CONTINUE TO BE IN FULL FORCE AND EFFECT AS IF SUCH PAYMENTS OR PROCEEDS HAD NEVER BEEN RECEIVED BY THE ADMINISTRATIVE AGENT OR THE PURCHASERS, AND THIS LETTER AGREEMENT SHALL IN NO WAY IMPAIR THE CLAIMS OF THE ADMINISTRATIVE AGENT OR THE PURCHASERS WITH RESPECT THERETO.

This letter agreement shall be governed by the internal laws of the State of New York. No party may assign its rights, duties or obligations under this letter agreement without the prior written consent of the other parties. This letter agreement supersedes any and all of our prior discussions and correspondence regarding the Payoff Amount. This letter agreement shall inure to the benefit of the Administrative Agent, the Purchasers and the Note Parties, and each of their respective permitted successors and assigns. The Issuers are authorized to rely upon and enforce this letter agreement. In addition, this letter agreement may be executed in multiple counterparts and by facsimile or by scanning (PDF), all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this letter agreement by signing any such counterpart.

[signature pages to follow]

Very truly yours,

NORTH HAVEN CREDIT PARTNERS II L.P.,
as Administrative Agent

By: MS Credit Partners II GP L.P., its general partner

By: MS Credit Partners II GP Inc., its general partner

By: _____
Name: William Gassman
Title: Executive Director

NORTH HAVEN CREDIT PARTNERS II L.P.,
as Purchaser

By: MS Credit Partners II GP L.P., its general partner

By: MS Credit Partners II GP Inc., its general partner

By: _____
Name: William Gassman
Title: Executive Director

[Signature Page to Payoff Letter – Dominion]

Acknowledged and Agreed:

DOMINION VOTING SYSTEMS CORPORATION, as an Issuer

By: _____
Name:
Title:

DOMINION VOTING SYSTEMS INC., as an Issuer

By: _____
Name:
Title:

DOMINION VOTING SYSTEMS LIMITED, as a Guarantor

By: _____
Name:
Title:

DOMINION VOTING SYSTEMS INTERNATIONAL CORPORATION, as a Guarantor

By: _____
Name:
Title:

Exhibit A

Payoff Amount and Payoff Disbursement Details

Aggregate outstanding principal balance of the Notes	$15,000,000.00
Aggregate accrued but unpaid cash interest on the Notes	$69,563.54
Aggregate Prepayment Premium on the Notes	$450,000.00
Accrued but unpaid fees and expenses of the Administrative Agent	$4,274.94
Accrued but unpaid fees and expenses of Proskauer Rose LLP	$52,000.00
Accrued but unpaid fees and expenses of Blake, Cassels & Graydon LLP	$6,975.00
Accrued but unpaid fees and expenses of Liza Harridyal Sodha & Associates Inc.	$1,655.00
Payoff Amount	$15,584,468.48

The Payoff Amount[1] shall be disbursed as follows:

1. Amount of Payoff Amount to be wired from Issuers to **North Haven Credit Partners II L.P.**

   $15,519,563.54

   Wire to:

   Bank Name: Citibank, N.A.
   ABA Number: 021000089
   Account Name: NHCP II L.P.
   Account Number: 30921193
   Reference: Dominion Payoff

[1] The applicable Per Diem Amount shall be added to the Payoff Amount if the Payoff Amount is not received on or before 3:00 p.m. Central time and will subsequently be increased by the Per Diem Amount each day thereafter if the Payoff Amount is not received on or before 3:00 p.m. Central time on each such day until the Payoff Amount is paid in full.

2. Amount of Payoff Amount to be wired from Issuers to **MS Credit Partners II GP Inc.:**

   $4,274.94

   Wire to:

   Bank Name: Citibank, N.A.
   ABA Number: 021000089
   Account Name: MC Credit Partners II GP Inc.
   Account Number: 30921943
   Reference: PE Reimbursements

3. Accrued but unpaid fees and expenses to be wired from Issuers to **Proskauer Rose LLP**:

   $52,000.00

   Wire to:

   Bank Name: CITIBANK, N.A.
   Bank Address: 111 Wall Street, New York, NY 10005
   ABA Number: 021-000089
   Account Number: 02838341
   SWIFT: CITIUS33
   Account Name: PROSKAUER ROSE LLP
   Reference: 51025.046

4. Accrued but unpaid fees and expenses to be wired from Issuers to **Blake, Cassels & Graydon LLP**:

   $6,975.00

   Wire to:

   Bank Name: Wells Fargo, N.A. (Intermediary Bank)
   375 Park Avenue, New York, NY 10152
   BIC/SWIFT: PNBPUS3NNYC
   ABA Number: 026005092
   For Further Credit to:
   Canadian Imperial Bank of Commerce
   Main Branch, Commerce Court West
   Toronto, Ontario M5L 1A2
   Swiftcode: CIBCCATT
   Transit No. 00002
   Final Beneficiary: Blake Cassels & Graydon LLP in Trust
   Account No. 0244414
   Reference: (Ian Binnie 00012473- 000002)

5. Accrued but unpaid fees and expenses to be wired from Issuers to **Liza Harridyal Sodha & Associates Inc.**:

   $1,655.00

   Pay to: JP Morgan Chase, 1 Chase Manhattan Plaza
   New York, NY 10081
   SWIFT: CHASUS33
   ABA Number: 021000021
   Attention: International Payments
   To Credit: Royal Bank of Canada (Barbados) Limited
   Account Number:/0011879327
   SWIFT: ROYCBBBB
   Transit: /094560000000
   For Further Credit to: Liza Harridyal-Sodha & Associates Inc.
   21 Pine Road, Belleville, St. Michael, Barbados
   Tel: 246-228-988
   Account #: US$|Account No. 4801-978-8
   Invoice No.: 2018-209

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