

09-15-2004

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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Form PTO-504  
(Rev. 10/02) 2004  
OMB No. 0654-0077 (Rev. 6/30/2005)

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

9-9-04

1. Name of conveying party(ies):

**US BANK NATIONAL ASSOCIATION**  
**F/K/A FIRST BANK NA**

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State  
 Other

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Name: **ELECTION SYSTEMS & SOFTWARE, INC.**

Internal Address:

Street Address: **1208 JOHN GALT BOULEVARD**

City: **OMAHA** State: **NE** Zip: **68137**

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State **DELAWARE**  
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other

Execution Date: **08/31/04**

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) **72367164**  
**73765588, 73134872, 73325590, 74031632**

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s) **0926178**  
**1549979, 1085935, 1213116, 1682970**

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **US BANK CORPORATE LOAN SERVICES**

Internal Address: **ATTN: LISA VESNEFSKY**

Street Address: **400 CITY CENTER**

City: **OSHKOSH** State: **WI** Zip: **54901**

6. Total number of applications and registrations involved: **5**

7. Total fee (37 CFR 3.41) \$ **140.00**

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:

9 Signature

**Lisa Vesnefsky** *Lisa Vesnefsky* **8/31/04**  
 Name of Person Signing Signature Date

**20**  
 Total number of pages including cover sheet, attachments, and document

09/14/2004  
01 FC:8521  
02 FC:8522

DDYRNE: 00000122 72367164  
40.00 **IPR** documents to be recorded with required cover sheet information to:  
100.00 **OP** Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

**RELEASE OF SECURITY AGREEMENT**

THIS RELEASE dated as of **August 31, 2004** (this "Release") is made by U.S. Bank National Association, a National Association, acting in its capacity as secured party (in such capacity, the "Secured Party") under that certain Security Agreement, dated as of **11/20/97** and recorded in the records of the United States Patent and Trademark Office (as amended, supplemented or modified and in effect from time to time, the "Security Agreement"), among **Election Systems & Software, Inc.**, (the "Debtor") and the Secured Party;

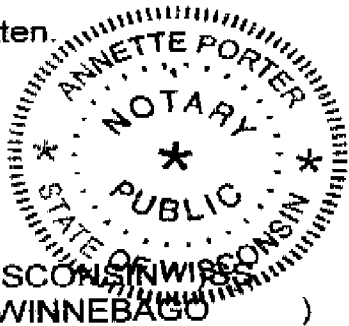
**WITNESSETH:**

WHEREAS, pursuant to the Security Agreement which was recorded in the records of the United States Patent and Trademark Office, the Debtor granted to the Secured Party a continuing security interest in all of the Debtor's United States Intellectual Property Collateral including those set forth on the attached schedules;

WHEREAS, the Secured Party wishes to: (i) terminate the Security Agreement against the Intellectual Property Collateral including those identified in the attached schedules hereto, recorded with the United States Patent and Trademark Office; (ii) release all of its security interest covering the Intellectual Property Collateral including those listed in the attached schedules; (iii) restore all right, title and interest in and to the Intellectual Property Collateral including those listed the attached schedules, to Debtor; and (iv) to dissolve any and all liens and encumbrances respecting the Intellectual Property Collateral including those listed in the attached schedules;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Secured Party does hereby release its security interest in the Intellectual Property Collateral including those set forth on the attached schedules hereto, and discharges, quit claims and relinquishes unto **Election Systems & Software, Inc.**, (in each case without recourse and without any representation or warranty) any and all rights, title and interest it has in and the security interest granted to Secured Party in the Intellectual Property Collateral including those listed in the attached schedules.

IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.



U.S. Bank National Association.

*Ann Pearson*  
 Ann Pearson, Assistant Commercial Officer

STATE OF WISCONSIN )  
 COUNTY OF WINNEBAGO )

On this **August 31, 2004**, before me appeared **Ann Pearson** to me personally known, who being by me duly sworn did say that he/she is **Assistant Commercial Officer** of U.S. Bank National Association, a national banking association, and that said instrument was signed and sealed in behalf of said association, by authority of its Board of Directors: and said title acknowledged said instrument to be the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and State aforesaid, the day and year first above written.

*Annette Porter*  
 Annette Porter, Notary Public  
 My term expires: **07/13/08**

Customer: #1735059546 Cost Center: #0001642