

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM639895

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900603557

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hart InterCivic, Inc.		03/18/2021	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	504 Lavaca Street
Internal Address:	Suite 1100
City:	Austin
State/Country:	TEXAS
Postal Code:	78701
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3255209	HART INTERCIVIC
Registration Number:	3613926	VBO
Registration Number:	4773254	VERITY
Registration Number:	2837160	BALLOT NOW
Registration Number:	2906270	H
Registration Number:	2978082	ESLATE
Registration Number:	3058690	ESLATE
Registration Number:	3305756	HART INTERCIVIC

CORRESPONDENCE DATA**Fax Number:**

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: (619) 699-2708
Email: christian.cruz@us.dlapiper.com
Correspondent Name: DLA Piper LLP (US)
Address Line 1: 401 B Street
Address Line 2: Suite 1700
Address Line 4: San Diego, CALIFORNIA 92101

TRADEMARK

NAME OF SUBMITTER:	Matt Schwartz
SIGNATURE:	/s/ Matt Schwartz
DATE SIGNED:	04/16/2021
Total Attachments: 9 source=Hart_InterCivic,_Inc._-Intellectual_Property_Security_Agreement_(3.2021)-Resubmission#page1.tif source=Hart_InterCivic,_Inc._-Intellectual_Property_Security_Agreement_(3.2021)-Resubmission#page2.tif source=Hart_InterCivic,_Inc._-Intellectual_Property_Security_Agreement_(3.2021)-Resubmission#page3.tif source=Hart_InterCivic,_Inc._-Intellectual_Property_Security_Agreement_(3.2021)-Resubmission#page4.tif source=Hart_InterCivic,_Inc._-Intellectual_Property_Security_Agreement_(3.2021)-Resubmission#page5.tif source=Hart_InterCivic,_Inc._-Intellectual_Property_Security_Agreement_(3.2021)-Resubmission#page6.tif source=Hart_InterCivic,_Inc._-Intellectual_Property_Security_Agreement_(3.2021)-Resubmission#page7.tif source=Hart_InterCivic,_Inc._-Intellectual_Property_Security_Agreement_(3.2021)-Resubmission#page8.tif source=Hart_InterCivic,_Inc._-Intellectual_Property_Security_Agreement_(3.2021)-Resubmission#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of March 18, 2021, by and between SILICON VALLEY BANK, a California corporation (“Bank”), and HART INTERCIVIC, INC., a Texas corporation (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. California law governs this Agreement without regard to principles of conflicts of law.

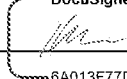
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

15500 Wells Port Drive
Austin, TX 78728
Attn: Hollie Osbourn, CFO and Treasurer

HART INTERCIVIC, INC.

DocuSigned by:
By: 
6A013F77D14D40D...
Name: Hollie Osbourn

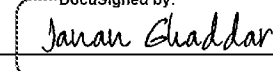
Title: Chief Financial Officer and Treasurer

BANK:

Address:

504 Lavaca Street, Suite 1100
Austin, TX 78701
Attn: Janan Ghaddar, Vice President

SILICON VALLEY BANK

DocuSigned by:
By: 
13D38F0690F3448...
Name: Janan Ghaddar

Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Ballot Now	TX0005787201	4/19/02
Boss	TX0005787200	4/19/02
eSlate firmwave	TX0005598239	4/19/02
JBC firmwave	TX0005787199	4/19/02
SERVO	TX0005672241	4/19/02
Tally	TX0005786099	4/19/02

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Portable voting booth	6827262	12/7/04
Distributed network voting system	6873966	3/29/05
Precinct voting system	7032821	4/25/06
Automated processing of by-mail ballots	7216807	5/15/07
Landing lights for multi-purpose configurable voting system	8985435	3/24/15
Multi-purpose configurable voting system	13967054	8/14/13
System and Method for Identifying and Exporting Cast Vote Record Data	14817317	8/4/2015
System and Method for Transmission And Display Of Election Voting Data	15242784	8/22/2016
System and Method for Identifying and Recovering Stranded Voting Ballots	10505801	12/10/19
System and Method for Electronic Voting Network Having Physical Port Blockers	10438433	10/8/19
Election Voting Network Graphical User Interface	823336	7/17/18
Election Voting Network Graphical User Interface	29653559	6/15/18
Haptic Feedback Apparatus And Methods For An Election Voting Systems	10169943	1/1/19
Election Voting System Printed Vote Records	16517011	7/19/19
Optical Character Recognition of Voter Selections for Cast Vote Records	10445966	10/15/19
Optical Character Recognition of Voter Selections for Cast Vote Records	10573111	2/25/20
Optical Character Recognition of Voter Selections for Cast Vote Records	16745621	1/17/20
Method And Apparatus For Transportable And Useable Voting Equipment to Provide Curbside Voting And Printing Of Printed Vote Records	62932554	11/8/19

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
HART INTERCIVIC	3255209	6/26/07
VBO	3613926	4/28/09
VERITY	4773254	7/14/15
BALLOT NOW	2837160	4/27/04
H	2906270	11/30/04
ESLATE	2978082	7/26/05
ESLATE	3058690	2/14/06
HART INTERCIVIC	3305756	10/9/07

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None