

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM639895

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | RESUBMISSION      |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |
| <b>RESUBMIT DOCUMENT ID:</b> | 900603557         |

**CONVEYING PARTY DATA**

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

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 8**

| Property Type               | Number  | Word Mark       |
|-----------------------------|---------|-----------------|
| <b>Registration Number:</b> | 3255209 | HART INTERCIVIC |
| <b>Registration Number:</b> | 3613926 | VBO             |
| <b>Registration Number:</b> | 4773254 | VERITY          |
| <b>Registration Number:</b> | 2837160 | BALLOT NOW      |
| <b>Registration Number:</b> | 2906270 | H               |
| <b>Registration Number:</b> | 2978082 | ESLATE          |
| <b>Registration Number:</b> | 3058690 | ESLATE          |
| <b>Registration Number:</b> | 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

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

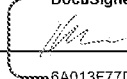
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

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

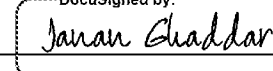
Title: Chief Financial Officer and Treasurer

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/<br/>Application<br/>Number</u> | <u>Registration/<br/>Application<br/>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/<br/>Application<br/>Number</u> | <u>Registration/<br/>Application<br/>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/<br/>Application<br/>Number</u> | <u>Registration/<br/>Application<br/>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