U.S. Department of Commerce FORM PTO-1619A **Datent and Trademark Office** Expires 06/30/99 OMB 0651-0027 09-21-1999 09-13-1999 U.S. Patent & TMOfc/TM Mail Rcp RECORDATION FURM COVER 101149002 PATENTS ONLY TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies). Submission Type Conveyance Type **Assignment Security Agreement** X New Resubmission (Non-Recordation) License Change of Name Document ID# Correction of PTO Error Other Merger Frame # Reel # U.S. Government (For Use ONLY by U.S. Government Agencies) **Corrective Document** Frame # Reel # Departmental File **Secret File** Mark if additional names of conveying parties attached Conveying Party(ies) **Execution Date** Month Day Year Name (line 1) | LABTEC INC. 08 20 Name (line 2) Execution Date Month Day Year Second Party Name (line 1) Name (line 2) Receiving Party Mark if additional names of receiving parties attached If document to be recorded Name (line 1) THE CHASE MANHATTAN BANK, AS ADMINISTRATIVE AND is an assignment and the receiving party is not COLLATERAL AGENT domiciled in the United Name (line 2) States, an appointment of a domestic representative is attached. Addres 3 (line 1) 600 Fifth Avenue (Designation must be a separate document from Assignment.) Address (line 2) 10020 Address (line 3) | New York New York State/Country Zip Code **Domestic Representative Name and Address** Enter for the first Receiving Party only. Name Address (line 1) Address (line 2) Address (line 3) Address (line 4) FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, gamering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the 0.5. Patent and Trademark Office, Chief miormation Officer, washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments , Washington, D.C. 20231

00000265 4811608

280.00 DP

09/20/1999 NTHAI1

01 FE:581

REEL: 010238 FRAME: 0367

FORM PTC Expires 06/30/99 OMB 0651-0027	-1619B	Page 2	U.S. Department of Commerce Patent and Trademark Office PATENT		
Correspondent Name and Address Area Code and Telephone Number (212) 836-7091					
Name	LAUREN BERNSTEIN, ESQ.				
Address (line 1)	Address (line 1) KAYE, SCHOLER, FIERMAN, HAYS & HANDLER, LLP				
Address (line 2)	ne 2) 425 Park Avenue				
Address (line 3) New York, New York 10022					
Address (line 4)					
Pages	Enter the total number of pages including any attachments.	of the attached conveyance do	ecument # 3		
• •	Number(s) or Patent Number		rk if additional numbers attached		
If this document is signed by the first Patent Coop Enter only	er PCT application number <u>if</u> a U.S. Application Number _p not been assigned. Properties	4811608 5452615 5101444 pplication, enter the date the patent app PCT PCT PCT PCT	State Stat		
	Enter the total	number of properties involved.	#		
Deposit	of Payment: Enclose Account payment by deposit account or if addition Deposit	•	#		
To the attach	nd Signature best of my knowledge and beliet ed copy is a true copy of the orig ed herein.				

Jean Crawford
Name of Person Signing

ASSIGNMENT FOR SECURITY

(PATENTS)

WHEREAS, Labtec Inc., a Massachusetts corporation (the "<u>Assignor</u>"), owns the letters patent, and/or applications for letters patent, of the United States, more particularly described on <u>Schedule 1-A</u> annexed hereto as part hereof (the "<u>Patents</u>");

WHEREAS, Assignor is obligated to The Chase Manhattan Bank, a New York banking corporation, as administrative and collateral agent (referred to herein as the "Assignee") for (i) the lenders (the "Lenders") defined in the Credit Agreement dated as of the date hereof, among the Borrowers named therein, the guarantors named therein (the "Guarantors"), the Lenders, and the Assignee (as amended, modified or supplemented from time to time in accordance with its terms, the "Credit Agreement") and (ii) for itself as issuer of the Letters of Credit and any Lenders party to the Rate Agreements, and Assignor has entered into a Security Agreement and Mortgage-Trademarks, Patents and Copyrights dated the date hereof (the "Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee, and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents (the "Collateral"), to secure the prompt payment, performance and observance of the Secured Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement and the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 600 Fifth Avenue, New York, New York 10020.

DOC #1761624.NY

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 20th day of August, 1999

LABTEC INC.

Name:

Marc J. Leder

Title:

Co-Chairman, Chief Financial

Officer, Treasurer and Senior Vice

President, Finance

DOC #1761624.NY

SCHEDULE 1-A TO ASSIGNMENT FOR SECURITY

<u>PATENTS</u>

Title	Date Issued	Patent No.
Force and Torque Converter	3/14/89	4,811,608
Force and Torque Converter	6/29/93	5,222,400
Force and Torque Converter	1/7/97	5,591,924
Force and Torque Converter	9/26/95	5,452,615
Force and Torque Converter for use in a computer input devise	1/6/98	5,706,027
Force and Torque Converter with improved digital optical sensing circuitry	8/25/98	5,798,748
Method and apparatus for high speed object location	3/31/92	5,101,444

DOC #1761624.NY

RECORDED: 09/13/1999