

RECEIVED

09-23-1999

IEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

T-679/99

Tab settings = 0 = 0 9-21-99



101152430

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

1. Name of conveying party(ies):  
CHARTPAK, INC.Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒ Other AMENDMENT TO SECURITY AGREEMENT

Execution Date: SEPTEMBER 2, 1999

2. Name and address of receiving party(ies)

Name: CONGRESS FINANCIAL CORPORATION

Internal Address: \_\_\_\_\_

Street Address: 1133 AVENUE OF THE  
AMERICAS

City: NEW YORK State: NY ZIP: 10036

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

B. Patent No.(s)

	4,356,632
D292,659	5,734,400
D369,830	D287,603
D284,582	4,382,707
	4,753,546
	4,548,325

Additional numbers attached? ☐ Yes ☒ No 4,930,921

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

Name: JAMES E. SHLESINGER, ESQ.

SHLESINGER, ARKWRIGHT & GARVEY LLP  
Internal Address: \_\_\_\_\_

Street Address: 3000 SOUTH EADS STREET

City: ARLINGTON State: VA ZIP: 22202

09/22/1999 DNGUYEN 00000198 4356632

6. Total number of applications and patents involved: 13

7. Total fee (37 CFR 3.41).....\$ 520.00

☒ Enclosed☐ Authorized to be charged to deposit account

(ONLY IF ANY INSUFFICIENCY)

8. Deposit account number: 19-2105

(Attach duplicate copy of this page if paying by deposit account)

01 FC:581

520.00 0P

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

James E. Shlesinger

Name of Person Signing

Signature

Sept. 21, 1999

Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231PATENT  
REEL: 010247 FRAME: 0183

**AMENDMENT TO  
SECURITY AGREEMENT  
(PATENTS AND PATENT LICENSES)**

AMENDMENT TO SECURITY AGREEMENT (PATENTS AND PATENT LICENSES) (this "Amendment"), dated as of September 2, 1999, between CHARTPAK, INC., a Delaware corporation with offices at One River Road, Leeds, Massachusetts 01053 ("Assignor"), and CONGRESS FINANCIAL CORPORATION, a Delaware corporation with an office at 1133 Avenue of the Americas, New York, New York 10036 ("Assignee").

**W I T N E S S E T H:**

WHEREAS, Assignee and Assignor entered into a Loan and Security Agreement dated January 23, 1996 (together with all supplements and amendments thereto and all extensions, renewals, restatements and replacements thereof, the "Loan Agreement", and such Loan Agreement together with all agreements, instruments and documents now or hereafter entered into or delivered in connection therewith, collectively, the "Financing Agreements"), pursuant to which Assignee has made and may in the future, in its discretion, make certain loans and advances and extend credit to Assignor, subject to the terms and provisions of the Financing Agreement.

WHEREAS, Assignee and Assignor entered into a Security Agreement (Patents and Patent Licenses) dated as of May 28, 1996 (the "Security Agreement"), pursuant to which Assignor further evidenced Assignee's security interest in the Intellectual Property and the Licenses (each as defined in the Security Agreement). Unless otherwise defined herein, all capitalized terms used herein shall have the meanings assigned thereto in the Security Agreement.

WHEREAS, Assignor entered into a certain Asset Purchase and Sale Agreement dated as of September 2, 1999 by and between Sanford, L.P., an Illinois limited partnership ("Sanford"), and Assignor, pursuant to which Assignor acquired certain assets of Sanford, including, but not limited to, patents and patent licenses (the "Sanford Patents").

WHEREAS, in order to further evidence Assignee's security interest in the Sanford Patents, Assignee has requested Assignor to enter into this Amendment.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration received and to be received, as security for the full payment and performance of the Obligations, and to induce Assignee to make any loans and/or advances to Assignor, Assignor and Assignee agree as follows:

1. Amendments. Exhibit 1 attached to the Security Agreement is amended by inserting the contents of Exhibit A attached hereto at the end thereof.

2. Ratification. Except as expressly set forth herein, the Security Agreement and the other Financing Agreements are not modified hereby and each shall remain in full force and effect in accordance with the respective provisions thereof on the date hereof, and the Security Agreement and the other Financing Agreements are each in all respects ratified and affirmed.

3. Representations and Warranties. Assignor represents and warrants to Assignee that: (a) each of the representations and warranties of Assignor set forth in the Security Agreement, after giving effect to this Amendment, is true and correct in all respects, as of the date hereof; and (b) no Event of Default, or event which with notice or the passage of time would become an Event of Default, has occurred and is continuing.

4. Amendments and Waivers. This Amendment may not be modified, supplemented, or amended, or any of its provisions waived at the request of Assignor, without the prior written consent of Assignee.

5. Severability. If any clause or provision of this Amendment shall be invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect any other clause or provision in any other jurisdiction.

6. Notices All notices, requests, and demands to or upon Assignor or Assignee under this Amendment shall be given in the manner prescribed by the Financing Agreements.

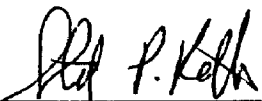
7. Governing Law. This Amendment shall be governed by and construed, applied, and enforced in accordance with the Federal laws of the United States of America applicable to patents and the laws of the State of New York, except that no doctrine of choice of law shall be used to apply the laws of any other state or jurisdiction.

8. Financing Agreement. This Amendment is one of the Financing Agreements.

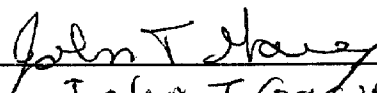
[THIS SPACE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the date first above written.

CHARTPAK, INC., Assignor

By:   
Name: Stanley P. Roth  
Title: Chairman

CONGRESS FINANCIAL CORPORATION,  
Assignee


By:   
Name: John T Gadsby  
Title: Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF New York )  
COUNTY OF Suffolk ) ss:

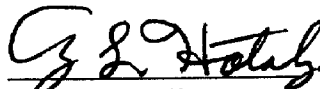
On the 2<sup>ND</sup> day of SEPTEMBER, 1999 me personally came Stanley P. Roth, to me known, who being by me duly sworn, did depose and say that s/he resides at 147 Parkway Dr, Plainville, NY 11803, that s/he is the Chairman of CHARTPAK, INC., the corporation described in and which executed the foregoing instrument; and that s/he signed his/her name by order of the board of directors of said corporation.

JUDITH MURNANE  
Notary Public State of New York  
No. 4899866 Suffolk County  
Commission Expires July 6 192002

  
Notary Public

STATE OF New York )  
COUNTY OF New York ) ss:

On the 15 day of September, 1999 me personally came John T. Garuci, to me known, who being by me duly sworn, did depose and say that ~~he~~ resides at 1133 Avenue of the Americas, New York, New York 10036, that ~~he~~ is a V. P. of CONGRESS FINANCIAL CORPORATION, the corporation described in and which executed the foregoing instrument; and that ~~he~~ signed his/~~her~~ name by order of the board of directors of said corporation.

  
Notary Public

AMY HOTALING  
NOTARY PUBLIC, State of New York  
#4862066 Qualified in New York County  
Commission Expires June 23, 2000

Exhibit A**PATENTS**

Patents	Country	Reg. No./App. No.	Date Reg./App.
Modular Display Unit for Booklets and the Like	U.S.	D292,659	11/10/87
Tubular Pen	U.S.	D369,830	5/14/96
Fountain Pen for Artists and Calligraphers or the Like	U.S.	D284,582	7/8/86
Method and Apparatus for Refilling Inkjet Unit Printer Cartridges	U.S.	5,734,400	3/31/98
Plastic Writing Pen (linograph)	U.S.	D286,164	10/14/86
Portable Alphanumeric and Symbol Drafting Device	U.S.	4,346,445	8/24/82
Tubular Writing Pen with Superposed Pressure Equalization Chambers	U.S.	4,930,921	6/5/90
Writing Apparatus	U.S.	4,356,632	11/2/82
Writing Instrument with Sealing Cap	U.S.	4,558,966	12/17/85
Writing Pen (variograph)	U.S.	D287,603	1/6/87
Felt Tip Writing Pen	U.S.	4,382,707	5/10/83
Pressure balanced stylographic pen	U.S.	4,753,546	6/28/88
Technical Pen Holder	U.S.	4,548,325	10/22/85

DOCS1:268267.1 08.02.99 17.14