

06-12-2000

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PATENT



101378575

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Submission Type

- ☒ **New**
- ☐ **Resubmission (Non-Recordation)**
Document ID#
- ☐ **Correction of PTO Error**
Reel # Frame #
- ☐ **Corrective Document**
Reel # Frame #

Conveyance Type

- ☒ **Assignment** ☐ **Security Agreement**
- ☐ **License** ☐ **Change of Name**
- ☐ **Merger** ☐ **Other**
- U.S. Government**
(For Use ONLY by U.S. Government Agencies)
- ☐ **Departmental File** ☐ **Secret File**

Conveying Party(ies)

☐ **Mark if additional names of conveying parties attached**

Name (line 1) **Graphics Technology Company, Inc., The** Execution Date
Month Day Year
03072000

Second Party

Name (line 1) Execution Date
Month Day Year

Name (line 2)

Receiving Party

☐ **Mark if additional names of receiving parties attached**

Name (line 1) **Gunze Electronics USA Corp**

Name (line 2)

Address (line 1) **2113 Wells Branch Parkway**

Address (line 2)

Address (line 3) **Austin** **TX, USA** **78728**
City State/Country Zip Code

☐ **If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)**

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)

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

**PATENT
REEL: 010832 FRAME: 0289**

Correspondent Name and Address

Area Code and Telephone Number **512.495.6058**

Name **Angela C. Woodbury**

Address (line 1) **McGinnis Lochridge & Kilgore LLP**

Address (line 2) **919 Congress Avenue**

Address (line 3) **Suite 1300**

Address (line 4) **Austin, TX 78701**

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

39

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

			4484038	5041701	5438168

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT PCT PCT
PCT PCT PCT

Number of Properties

Enter the total number of properties involved.

3

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ **120.00**

Method of Payment:
Deposit Account

Enclosed ☒ Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐ No ☐

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. Charges to deposit account are authorized, as indicated herein.

Angela C. Woodbury

Name of Person Signing

Angela C. Woodbury
Signature

5/16/2000

Date

RESTATED REORGANIZATION AND SETTLEMENT AGREEMENT

This Restated Reorganization and Settlement Agreement (the "Agreement") is made by and among The Graphics Technology Company, Inc. a Delaware Corporation ("GRAPHICS"), Gunze Electronics USA Corp. f/k/a Electroluminescent Technologies Corporation, a Pennsylvania Corporation ("ELTECH"), Mr. Gary Barrett ("BARRETT"), Mr. Andrew Wolfe ("WOLFE"), Mr. Shigeru Kaseyama ("KASEYAMA"), Mr. Shuiji Kawabata ("KAWABATA") and Gunze Ltd., a Japanese Corporation ("GUNZE").

WHEREAS, GRAPHICS had two distinct lines of business, being its Digital Ink line of business (referred to herein as "DI") and its PC POS line of business (referred to herein as "TSC");

WHEREAS, GUNZE and Eltech filed a lawsuit styled *Gunze, Ltd. and Electroluminescent Technologies, Inc. v. The Graphics Technology Company, Inc. and Gary Barrett*, Cause No. 98-12852, in the 345th Judicial District Court of Travis County, Texas. Graphics has made a third-party claim therein. Gunze has also filed a separate lawsuit on a note against Graphics. Collectively, these lawsuits are referred to as the "Lawsuits".

WHEREAS, the parties believe they each have other possible claims and causes of action against one another, other than and in addition to those presently stated in the Lawsuits; and

WHEREAS, without admitting liability, the parties desire to resolve any and all claims and disputes that may exist between them, including those claims that are stated in the Lawsuits, or that could have been stated as claims or counterclaims in the Lawsuits.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which is hereby acknowledged and confessed, the parties hereto agree as follows:

- 1. Disposition of DI Assets and Liabilities.** GRAPHICS transfers and assigns to GUNZE, through its subsidiary ELTECH, the DI line of business, including all assets

(including personal property and equipment) and all liabilities related to the DI business, effective April 1, 1997. GUNZE and ELTECH hereby assume and agree to pay, perform or discharge all debts, liabilities and obligations they incurred since April 1, 1997 associated with the DI business. With their agreement to pay, perform or discharge all debts, liabilities and obligations associated with the DI business, GUNZE and ELTECH indemnify and hold harmless and agree to defend GRAPHICS from and against (a) any of the liabilities associated with the DI business, and (b) any liabilities GUNZE or ELTECH have otherwise incurred by their activities.

GRAPHICS has not removed any of ELTECH'S personal property or equipment that is stored in OTC-2. Immediately upon execution of this Agreement, Graphics will provide ELTECH access to the storage facility in OTC-2.

- 2. Disposition of TSC Assets and Liabilities.** GRAPHICS retains the TSC line of business, including all assets (including personal property and equipment) and all liabilities related to the TSC business, effective April 1, 1997. GRAPHICS hereby assumes and agrees to pay, perform or discharge all debts, liabilities and obligations it incurred (except for any contractual liability associated with the Lease Agreement and the BOTM Note) since April 1, 1997 associated with the TSC business. With its agreement to pay, perform or discharge all debts, liabilities and obligations associated with the TSC business, GRAPHICS indemnifies and holds harmless GUNZE and ELTECH from and against (a) any of the liabilities associated with the TSC business, and (b) any liabilities GRAPHICS has otherwise incurred (except for any liability associated with the Lease Agreement and the BOTM Note, as defined herein) by its activities.

3. Transfer of GRAPHICS Stock. Upon satisfaction of the conditions to this Agreement as set forth in Paragraph 15 below, GUNZE tenders and assigns to GRAPHICS all of its outstanding stock in GRAPHICS and all outstanding rights to stock in GRAPHICS. GUNZE hereby represents and warrants that it owns the stock free and clear of all liens and encumbrances and has the authority to transfer such stock. GUNZE will physically deliver the stock certificates within 24 hours of satisfaction of the conditions set forth in Paragraph 15 of this Agreement. If stock certificates do not exist, within 24 hours of satisfaction of the conditions set forth in Paragraph 15 of this Agreement, GUNZE will authorize in writing GRAPHIC's Secretary to make necessary entries in corporate records to reflect this redemption of stock.

4. GRAPHICS' Assignment of Lease Agreement. GRAPHICS is the lessee under the Lease Agreement, pursuant to which GRAPHICS leased certain land, buildings and other improvements from Harrison Jedel, Trustee for a 99-year term. With execution of this Agreement, subject to the rights of Harrison Jedel, Trustee, GRAPHICS assigns to ELTECH, its successors and assigns, any and all of its rights and interest under said Lease Agreement, any and all rights, titles, interests, causes of actions appurtenant thereto or associated with the Lease Agreement, the property subject to the Lease Agreement, the subdivision of the property subject to the Lease Agreement as a legal lot, the right to have the property subject to the Lease Agreement conveyed, any contracts concerning the property subject to the Lease Agreement, and all work done by attorneys (save and except any work performed by

Graves, Dougherty, Hearon & Moody, P.C.; Hohmann & Taube, LLP; Fritz, Byrne & Head, P.C.; and Brown & Carls, P.C.), engineers, surveyors or other professionals in association therewith. GRAPHICS agrees to execute contemporaneous herewith the "Assignment of Lease and Assumption Agreement" attached hereto as **Exhibit "A"** and, as requested hereafter, any and all further documents necessary to effect the purposes of this assignment. Any and all funds still held by Frank Brown for the reimbursement of ad valorem taxes to Harrison Jedel, Trustee, shall be paid in full to Mr. Jedel or returned in full to ELTECH, at ELTECH's option. GRAPHICS makes no representation or warranty regarding such rights or the status of the Lease, except that it has not previously transferred away any such rights.

5. Gunze's and Eltech's Agreement to Assume Debt and Obligations. Upon satisfaction of the conditions to this Agreement as set forth in Paragraph 15 below, GUNZE and ELTECH assume (a) GRAPHICS' contractual liabilities and obligations under the Lease Agreement, including, but not limited to any unpaid real estate taxes or insurance premiums for the years 1998, 1999, and 2000; and (b) GRAPHICS' debt and other obligations under GRAPHICS' \$2,000,000 Note to Bank of Tokyo - Mitsubishi ("BOTM Note"), now owned by ELTECH. ELTECH agrees to execute contemporaneous herewith the "Assignment of Lease and Assumption Agreement" attached hereto as Exhibit "A".

6. Joint Representations. GUNZE, ELTECH, GRAPHICS and BARRETT jointly represent that since April 1, 1997, the DI line of business has been operated by ELTECH and the TSC line of business has remained with and been operated by

GRAPHICS. GUNZE, ELTECH, GRAPHICS and BARRETT agree to execute confirming certificates or other documents as are reasonably requested to support financial and tax recording and reporting of the transactions described herein, including, if necessary, the amendment of prior tax returns to reflect accurately the transactions described herein.

7. **Graphics' and Barrett's Representations.** Since April 1, 1997, no proceedings have been commenced or threatened against GRAPHICS, and/or BARRETT, or against any person affiliated with GRAPHICS or BARRETT, (a) involving any challenge to or seeking damages or other relief in connection with any of the transactions contemplated by this Agreement, or (b) that may have the effect of preventing delaying, making illegal, or otherwise interfering with any of the transactions contemplated by this Agreement, save and except the involuntary bankruptcy filed in Case No. 00-10395-FM, in the United States Bankruptcy Court for the Western District of Texas, Austin Division. Neither GRAPHICS nor BARRETT have purported to sell, agree to sell, encumber or agree to encumber the DI line of business or its assets to any person or entity other than GUNZE or ELTECH since April 1, 1997 and have neither permitted nor suffered any statutory lien to attach to the DI line of business or its assets. There are no unpaid taxes of GRAPHICS or BARRETT for which a lien may attach to the DI line of business or its assets.
8. **Eltech's and Gunze's Representations.** Since April 1, 1997, no proceedings have been commenced or threatened against ELTECH, and/or GUNZE, or against any

person affiliated with ELTECH or GUNZE, (a) involving any challenge to or seeking damages or other relief in connection with any of the transactions contemplated by this Agreement, or (b) that may have the effect of preventing delaying, making illegal, or otherwise interfering with any of the transactions contemplated by this Agreement.

9. Assignment of Patents. GRAPHICS and BARRETT hereby assign to ELTECH all rights, if any, held by GRAPHICS and BARRETT in the patents and other intangible assets referenced in **Exhibit "B"**. GRAPHICS and BARRETT further agree to execute any and all additional documents reasonably required to give effect to this assignment and transfer.

10. Return Material Authorizations. GRAPHICS agrees that neither GUNZE, ELTECH nor any affiliated company will be responsible for any return material authorizations prior to April 1, 1997 ("RMA") not related to DI business. GRAPHICS agrees to remain responsible for all costs and expenses associated with warranties and RMA's issued for the Touch Technology or Touch Systems products. GUNZE and ELTECH agree to remain responsible for all costs and expenses associated with warranties and RMA's issued for the Digital Ink, GUNZE, or ELTECH systems products. GRAPHICS shall not be responsible for any such warranties and/or RMA's issued for the DI business.

11. Vacation of Space. Upon satisfaction of the conditions to this Agreement as set forth in Paragraph 15 below, GRAPHICS agrees to vacate fully all office and

storage space presently occupied by GRAPHICS and situated on the property subject to the Lease Agreement. Upon satisfaction of the conditions to this Agreement as set forth in Paragraph 15 below, GRAPHICS shall vacate the premises no later than May 15, 2000 and shall leave the premises in clean condition and good repair, reasonable wear and tear excepted, with all equipment and other property of GRAPHICS and all trash and rubbish removed. If GRAPHICS holds over beyond May 15, 2000, then GRAPHICS shall be obligated to payment at the rate of \$400.00 per day until the premises are vacated, unless the conditions set forth in Paragraph 15 below have not been met, in which case GRAPHICS may holdover without any payment until 30 days after those conditions are met.

12. Mutual Release. Neither party admits liability to the other for any claims between them or with regard to the allegations raised in the Lawsuits. To resolve all disputes between them, the parties have entered this Agreement for the purposes and consideration herein stated, including the following mutual releases:

(A) GRAPHICS, BARRETT, AND WOLFE hereby release, acquit and forever discharge Gunze Ltd., Gunze Electronics USA Corp. (f/k/a Electroluminescent Technologies Corporation), Shigeru Kaseyama, Shuiji Kawabata and all of their present and former subsidiaries, affiliates, officers, directors, agents, employees, attorneys, heirs, executors and assigns of and from any and all manner of actions and causes of actions, controversies, claims, debts, demands, obligations, liabilities, suits and damages of every kind or character whatsoever, whether known or

unknown, however caused and whether caused solely, jointly or otherwise, which are claimed, owed, held, or possessed by GRAPHICS, BARRETT, or WOLFE in any capacity, directly or indirectly. This release includes but is expressly not limited to any and all actions and causes of action, controversies, claims, debts, demands, obligations, liabilities, suits and damages arising out of, resulting from, or attributable to: (1) the events, transactions, or circumstances described in the Lawsuits, including any and all claims that were or could have been asserted in the Lawsuits by way of amendment or supplementation, (2) the dealings between the parties and the parties' representatives, agents, officers, directors and employees during the joint venture between GRAPHICS and GUNZE, and (3) the dealings between the parties and the parties' representatives, agents, officers, directors and employees at any time through the date of this release, including, but not limited to, any and all claims relating to touch panels ordered or received from GUNZE.

(B) GUNZE, ELTECH, KASEYAMA AND KAWABATA hereby release, acquit and forever discharge The Graphics Technology Company, Inc., Gary Barrett, Andrew Wolfe, and all of their present and former subsidiaries, affiliates, officers, directors, agents, employees, attorneys, heirs, executors and assigns of and from any and all manner of actions and causes of actions, controversies, claims, debts, demands, obligations, liabilities, suits and damages of every kind or character whatsoever, whether known or unknown, however caused and whether caused solely, jointly or otherwise, which are claimed, owed, held, or possessed by

GUNZE, ELTECH, KASEYAMA or KAWABATA in any capacity, directly or indirectly. This release includes but is expressly not limited to any and all actions and causes of action, controversies, claims, debts, demands, obligations, liabilities, suits and damages arising out of, resulting from, or attributable to: (1) the events, transactions, or circumstances described in the Lawsuits, including any and all claims that were or could have been asserted in the Lawsuits by way of amendment or supplementation, (2) the dealings between the parties and the parties' representatives, agents, officers, directors and employees during the joint venture between GRAPHICS and GUNZE, and (3) the dealings between the parties and the parties' representatives, agents, officers, directors and employees at any time through the date of this release.

13. **Dismissals with Prejudice.** All claims stated by the Lawsuit, and all claims stated as cross claims, counterclaims or third party claims in the Lawsuits, will be dismissed with prejudice within one week of satisfaction of the conditions to this Agreement stated in paragraph 15. The parties will cooperate in their efforts to move for such dismissal.
14. **Involuntary Bankruptcy.** A petition seeking to place GRAPHICS in an involuntary bankruptcy has been filed in Case No. 00-10395-FM, in the United States Bankruptcy Court for the Western District of Texas, Austin Division ("INVOLUNTARY BANKRUPTCY").

15. CONDITIONS. This Agreement is made subject to (1) the condition that the Lessor approve the Assignment and Assumption of Lease and (2) the condition that the INVOLUNTARY BANKRUPTCY must be dismissed without adjudication of GRAPHICS as a bankrupt and no other insolvency proceeding in state of federal court shall be pending against or by GRAPHICS or BARRETT at the time this Agreement would otherwise become effective. GRAPHICS shall be responsible for obtaining the dismissal of the INVOLUNTARY BANKRUPTCY and shall take all reasonable steps including making payments of money as needed to satisfy that condition.

16. Other Agreements. The Parties agree to the following additional terms and conditions.

(A) No Amendment. This Agreement may not be varied, modified, or amended except in writing signed by the parties hereto.

(B) No Prior Agreements. This document is the full and complete Agreement between the parties. This Agreement supersedes any prior understandings or oral or written agreements between the parties respecting the within subject matter.

(C) Non Assignability. No part of this Agreement nor any interest in this Agreement may be transferred, assigned or delegated by any party hereto without the prior written consent of all other parties hereto.

(D) Reliance on Representations. In making this Agreement, no party is relying on any representation of any other party except as is expressly made herein. Each party is relying on its own knowledge of the business and such legal, accounting and tax advisors, as each party deems advisable. No party is relying upon representations of

any other party concerning the financial, tax or legal aspects of the reorganization or other issues addressed in this Agreement.

(E) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, legal representatives, successors and assigns. The headings used in this Agreement are used for administrative purposes only and do not constitute subject matter to be considered and construed as the terms of this Agreement. Waiver by either party of any breach or violation of default of any provision of this Agreement will not operate as a waiver of such provision for any subsequent breach or violation. The failure or refusal of any party to exercise any right or remedy shall not be deemed to be a waiver or abandonment of any right or remedy.

(F) Governing Law, Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The parties further agree that the District Courts of Travis County, Texas and/or the Federal District Court for the Western District of Texas (Austin Division) shall constitute proper and convenient forums for any litigation between the parties involving this Agreement or the subject matter hereof.

(G) Further Assurances. After this Agreement is signed, the parties shall upon request execute and deliver all such consents, documents and further instruments of transfer and conveyance, and take or cause to be taken all such other actions as may reasonably be necessary, to fully and effectively complete the purposes of this Agreement and promises made by the parties to one another in this Agreement.

(H) Attorney's Fees. In the event that any disputes shall arise hereunder necessitating the resolution by any administrative or judicial body, the party prevailing in such disputes shall be entitled to receive from the other party or parties to the dispute any and all costs of resolving said dispute including reasonable attorney's fees.

(I) Time is of the Essence. Time is of the essence in the performance of this Agreement.

(J) Authority. BARRETT hereby represents that he holds the positions of President and Director of GRAPHICS, that he owns 45% of its common stock and that Andrew Wolfe owns 5% of its common stock. BARRETT further represents and warrants that he has the written consent of Andrew Wolfe, as shareholder, director and officers of GRAPHICS to this Agreement and BARRETT further represents that he has executed the written consent of shareholders attached as Exhibit "C" to this Agreement which consent authorizes, confirms, ratifies and fully supports this Agreement. BARRETT will take all necessary steps, individually and as a director, officer, employee and shareholder of GRAPHICS to accomplish the acts, payments, transfers, duties and obligations set forth by this Agreement. GUNZE represents to BARRETT that GUNZE owns 50% of the common stock of GRAPHICS. BARRETT and GUNZE shall execute the Shareholders' consent attached as Exhibit "C" authorizing GRAPHICS to make this Agreement.

SO AGREED:

THE GRAPHICS TECHNOLOGY COMPANY, INC.

By: Gary Barrett
Gary Barrett, President, Director and Shareholder

Dated: 7 MARCH 00, 2000

By: Gary Barrett
GARY BARRETT, INDIVIDUALLY

Dated: 7 MARCH, 2000

By: _____
ANDREW WOLFE, INDIVIDUALLY

Dated: _____, 2000

GUNZE, LTD.

By: _____

Name: _____

Title: _____


Dated: _____, 2000

By: _____
Gary Barrett, President, Director and Shareholder

Dated: _____, 2000

By: _____
GARY BARRETT, INDIVIDUALLY

Dated: _____, 2000

By:  _____
ANDREW WOLFE, INDIVIDUALLY

Dated: March 6 _____, 2000

GUNZE, LTD.

By: _____

Name: _____

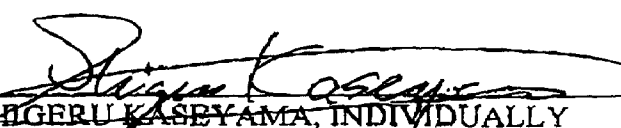
Title: _____

Dated: _____, 2000

GUNZE ELECTRONICS USA CORP.

By: 
Shigeru Kaseyama, President

Dated: 8 March, 2000

By: 
SHIGERU KASEYAMA, INDIVIDUALLY

Dated: 8 March, 2000

By: 
SHUJI KAWABATA, INDIVIDUALLY

Dated: 9 March, 2000

**GRAPHICS' ASSIGNMENT OF LEASE
AND ASSUMPTION AND INDEMNITY BY GUNZE USA**

THIS IS AN ASSIGNMENT AND ASSUMPTION of the Graphics' leasehold interest under the attached Lease dated May 23, 1993 (herein called "the Lease"). This Assignment is between The Graphics Technology Company, Inc. a/k/a Graphics Technology, Inc. (herein called "Graphics") and Gunze Electronics USA Corp. (f/k/a Electroluminescent Technologies Corporation) (hereinafter called "Gunze USA"). The Lease has not been amended. The "Lease" is attached as Exhibit "A" to this Assignment, and incorporated herein for all purposes.

Graphics desires to assign its entire leasehold interest in the Lease to Gunze USA. Gunze USA desires to acquire Graphics' entire leasehold interest in the Lease. Harrison Jedel, Trustee (herein called "Lessor") is Lessor in the Lease. This Assignment is subject to Lessor's right of first refusal and consent as provided in paragraph 12 of the Lease.

NOW, THEREFORE, for good and valuable consideration, Graphics assigns to Gunze USA all of Graphics' rights and interest in the Lease, including all of the rights, benefits, and privileges of Graphics' thereunder. This Assignment shall not become effective until and unless approved by Lessor pursuant to paragraph 10 below. Such Assignment shall become effective on the commencement date set forth in paragraph 4 below.

1. Consideration. Consideration for this Assignment is the resolution/settlement of disputes and lawsuits between Graphics, Gunze USA and others.

2. Assignment. Graphics' hereby assigns all of its rights, title and interest to the land and buildings covered by the Lease to Gunze USA.

3. Commencement Date. Gunze USA's right to possession of the leased premises and Gunze USA's duty to perform all duties, liabilities and obligations of Graphics under the Lease shall commence on the date of Lessor's consent to this Assignment.

4. Assumption and Indemnity by Assignee. Gunze USA hereby assumes and agrees to perform all duties, liability and obligations of Graphics which arise pursuant to the Lease from and after the "commencement" date referred to above and to pay any unpaid real estate taxes or insurance premiums for the years 1998 or 1999 which are to be paid directly or reimbursed to Lessor under the terms of the Lease. Gunze USA agrees to indemnify and hold Graphics harmless from and against all loss, liability, claims or causes of action arising out of or related to Gunze USA's failure to timely perform any of Graphics' obligations under the Lease after the commencement date hereof.

5. Assumption of Reciprocal Easement and Operation Agreement. Gunze USA hereby assumes all of Graphics' duties, liabilities and obligations under the Reciprocal Easement and Operation Agreement dated May 10, 1993.

6. Representations by Graphics. Graphics covenants and warrants the following: (i) the Lease is valid and in force, (ii) Graphics has a good and lawful right to sell and assignee its leasehold interest therein free and clear of any and all liens, encumbrances, claims or demands (such Assignment shall be subject to Lessor's approval as stated below),



(iii) Graphics is not aware of and has not received notice of, any noncurable default under the Lease, and (iv) upon the execution and delivery of this Assignment, and the consent of Lessor, Gunze USA will acquire all of the rights, title, and interest of Graphics under the Lease. There are no prior amendments or changes to the above described Lease.

7. Binding Effect. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8. Notices. Upon Lessor's consent hereto, all written demands for performance and notices of default sent by Lessor to Lessee pursuant to the Lease and/or Reciprocal Easement and Operating Agreement shall hereinafter be made to:

Gunze Electronics USA Corp.
2113 Wells Branch Parkway
Austin Texas 78728.

Nothing herein shall be construed as approval by Lessor of subsequent assignments or subleases.

9. Miscellaneous. In the event of litigation to enforce this Assignment, the prevailing party shall be entitled to attorney fees from the non-prevailing party, together with all costs of litigation. Texas law applies to the Assignment. This Assignment is to be performed in Travis County, Texas.

10. Consent by Lessor. By signature below, Lessor hereby waives all applicable notice periods and rights of first refusal available under the Lease and consents to the assignment of Graphics' rights under the Lease to Gunze USA. However, by consenting to assignment, Lessor does not waive any future right of first refusal or right to consent to assignments or subleases that may arise hereinafter under the Lease.

11. Recordation. By signature below, Lessor further consents to the recordation of a Memorandum of Assignment of this agreement in the deed records of Travis County, Texas.

IN WITNESS WHEREOF, Lessee, Assignee, and Lessor have executed this Assignment on the dates set forth below.

ASSIGNEE:
GUNZE ELECTRONICS USA CORP.

LESSEE:
THE GRAPHICS TECHNOLOGY COMPANY,
INC.

SHIGERU KASEYAMA, President

GARY L. BARRETT, President

Date signed

Date signed

LESSOR:
Harrison Jedel, TRUSTEE

HARRISON JEDEL, TRUSTEE

Date signed

LEASE AGREEMENT

This Lease Agreement (this "Lease") is made and entered into this 10th day of May, 1993, with effective date provided below, by and between HARRISON JEDEL, TRUSTEE ("Landlord"), and GRAPHICS TECHNOLOGY, INC., a Texas corporation ("Tenant"),

W I T N E S S E T H ;

That for and in consideration of the covenants, agreements and stipulations herein contained, Landlord does hereby demise and lease unto Tenant, upon the terms and conditions hereinafter set out, the area described on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Demised Premises"), being a part of the facility locally known as One Tech Plaza, 14001 Renaissance Court, Travis County, Texas (the "Entire Property") as shown on Exhibit "B" attached hereto and made a part hereof for all purposes.

1. Purpose. Tenant will use the Demised Premises for the following purpose:
light manufacturing

Tenant will use the Demised Premises for no other purpose without the written consent of Landlord.

2. Term. The term of this Lease shall be for a period of ninety-nine (99) years, beginning May 10, 1993 (the "Commencement Date"), and terminating on May 10, 2092, unless sooner terminated under the terms and provisions hereof.

3. Base Rental. Tenant covenants and agrees to pay Landlord a base rental of One and No/100 Dollar (\$1.00) per year. Rental payments shall be due on the 10th day of May each year during the term of this Lease, beginning on the Commencement Date. All rental payments will be paid to Landlord at 14001 Renaissance Court, Austin, Travis County, Texas 78728. In



the event that the rental is not received within ten (10) days after the due date, then a delinquent charge of five percent (5%) of the rental shall be paid by Tenant with the rental payment.

4. Taxes. As additional rental, Tenant agrees to pay all of the ad valorem and other property taxes and assessments (the "Taxes") on the Demised Premises during the term of this Lease. In the event Landlord is successful in segregating the Demised Premises into a separate tax parcel from the Entire Property, Tenant will pay one hundred percent (100%) of the Taxes assessed against the Demised Premises. In the event Landlord is not successful in segregating the Demised Premises into a separate tax parcel, Tenant will pay a pro rata share of the Taxes assessed against the Entire Property computed on: (i) the ratio that the total land area of the Demised Premises bears to the total land area of the Entire Property (for the portion of taxes attributable to land value), and (ii) the ratio that the assessed value of the improvements on the Demised Premises bears to assessed value of the improvements on the Entire Property (for the portion of taxes and assessments attributable to improvements), provided if the improvements are not separately assessed, then such ratio shall be based on the area of the improvements. Tenant agrees to pay the Taxes within ten (10) days after receipt of notice from Landlord. Taxes for less than a whole calendar year of the term of this Lease shall be prorated based on the number of days of the term of this Lease in such calendar year.

5. Casualty Insurance. Tenant agrees to maintain fire and extended coverage insurance upon the improvements on the Demised Premises during the term of this Lease and pay all insurance premiums for such insurance. Certificates for such insurance shall be issued showing Landlord to be an additional insured, and shall indicate that the policy shall not be cancelled without ten (10) days' written notice being first given to Landlord. A duplicate

original of such policy will be deposited with Landlord. Landlord has no responsibility to maintain fire and extended coverage casualty insurance on the Demised Premises or on fixtures and equipment owned or placed in the Demised Premises by Tenant. Landlord recommends that Tenant purchase insurance to benefit Tenant on Tenant's fixtures and equipment in the Demised Premises. Tenant will not engage in any activity or business which would cause Landlord's fire and extended coverage insurance on the remainder of the Entire Property to be cancelled. Should the nature or conduct of Tenant's business in the Demised Premises result in increased fire and extended coverage premiums for the remainder of the Entire Property, Tenant will additionally pay to Landlord as additional rent during the term hereof an amount equal to such increase so long as it shall continue in effect.

6. Garbage, Trash. No garbage, refuse or debris shall be deposited or stored by Tenant in any public area except as designated by Landlord, and then only in approved containers and handled in such a manner as to not be offensive and not create a nuisance.

7. Maintenance and Repairs. Tenant agrees that its acceptance of the Demised Premises by commencing occupancy thereof shall constitute Tenant's agreement that: (i) the Demised Premises is suitable for Tenant's purposes, and (ii) the Demised Premises is accepted in an as-is condition. Tenant shall be responsible, at Tenant's sole cost and expense, to maintain and keep in good repair and condition the entire interior and exterior of the Demised Premises. Tenant's duty to maintain the Demised Premises includes the duty to maintain at Tenant's own cost and expense the exterior walls, foundations, roof and structural elements of the improvements on the Demised Premises in good condition and repair during the term of this Lease as well as maintaining the grounds, landscaping and parking areas (including lighting

thereof). Tenant will provide and maintain vermin-proof receptacles for Tenant's own use in the event refuse is temporarily stored outside the Demised Premises, and Tenant will be responsible for the removal of said refuse and will promptly and strictly comply with all health, sanitary or other laws, regulations and ordinances pertaining to the depositing and removal of such refuse from or about the Demised Premises. Tenant accepts the air conditioning, heating, ventilation, plumbing, gas and electrical appurtenances and fixtures (the "Mechanical Systems") in the Demised Premises in their present as-is condition. Landlord has no obligation to maintain, repair, or replace, the Demised Premises, the Mechanical Systems, or any other improvements on the Demised Premises. Landlord will not be liable to Tenant or any other person whomsoever for injury or damage to persons, or property received on or incidental to the use of said Demised Premises, and Tenant will indemnify and save harmless Landlord from and against any loss, claim, expense or liability in connection therewith including Tenant's failure to repair.

8. Construction on Pad. In the event that Tenant, at Tenant's sole cost and expense, desires to construct any improvements on the portion of the Demised Premises that is labeled "building pad" (the "Pad") on Exhibit "B" or any other portion of the Demised Premises, Tenant must first submit professionally prepared plans and specifications (the "Plans") detailing the proposed improvements to Landlord for Landlord's written approval, which will not be unreasonably withheld. Within thirty (30) days after receiving the Plans, Landlord will communicate in writing to Tenant Landlord's approval or disapproval of the Plans. If Landlord fails to communicate its response within thirty (30) days, the Plans will be deemed to be approved, and Tenant may commence construction pursuant to the Plans.

9. Compliance with Laws. Tenant will comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state, county and city governments and all departments thereof applicable to the Demised Premises or the business conducted therein by Tenant. Tenant will also comply with all restrictive covenants applicable to the Demised Premises.

10. Liability Insurance and Indemnity. Tenant shall maintain in full force and effect during the term of this Lease, at Tenant's own expense, bodily injury and property damage liability insurance with companies approved by Landlord, insuring the Landlord and Tenant, in the amount of \$1,000,000.00 with respect to any occurrence of bodily injury and \$250,000.00 with respect to property damage. Certificates for such insurance shall be issued showing Landlord to be an additional insured, and shall indicate that the policy shall not be cancelled without ten (10) days' written notice being first given to Landlord. A duplicate original of such policy will be deposited with Landlord. Moreover, Landlord shall not be liable to Tenant or to Tenant's employees, agents, licensees, invitees, or visitors, or to any other person whomsoever, for any injury to person or damage to or loss of property on or about the Demised Premises caused by the negligence or misconduct of Tenant, its employees, subtenants, licensees or concessionaires, or of any other person entering the Building under express or implied invitation of Tenant, or arising out of the use of the Demised Premises by Tenant and the conduct of its business therein, or arising out of any breach or default by business therein, or arising out of any breach or default by Tenant in the performance of its obligations hereunder; and Tenant hereby agrees to indemnify Landlord and hold it harmless from any loss, expense or claims

arising out of such damage or injury, and to defend Landlord, with attorneys approved by Landlord, against any such claim.

11. Condemnation. If, during the term hereof, all or substantially all of the Demised Premises shall be taken for public or quasi-public purposes, this Lease shall thereupon terminate as of the date of such taking; however, if only part of said Demised Premises be so taken, this Lease shall cease only as to the part so taken and continue as to the part not so taken. All sums awarded or allowed for such taking of said Demised Premises or any part thereof, or for damages for any such taking, shall be apportioned between Landlord and Tenant as determined by the condemning authority.

12. Assignment. In the event that Tenant desires to sublet or assign its interest in the Demised Premises or this Lease or any part thereof, Tenant must first offer Landlord the right of first refusal and opportunity to accept such sublease or assignment (as a sub-tenant or assignee) from Tenant on the same terms and conditions as offered to the prospective assignee or sub-tenant (the "Right of First Refusal"). Tenant must notify Landlord of its intention to sublease or assign the Demised Premises or this Lease in writing. The notice to Landlord shall include the terms and conditions of the proposed sublease or assignment and identify the prospective assignee or sub-tenant. Landlord shall then have thirty (30) days to exercise its Right of First Refusal. If Landlord elects to exercise its Right of First Refusal, it shall notify Tenant in writing within thirty (30) days after receipt of such notice. In the event that Landlord declines to exercise its Right of First Refusal, or fails to notify Tenant within thirty (30) days, Tenant shall be free to submit to assign or sublease its interest, to such prospective assignee or subtenant on such terms and conditions, provided Landlord has given Landlord's written

approval of such assignee or subtenant and their use of the Demised Premises, such approval not to be unreasonably withheld. The Right of First Refusal shall be a continuing right in favor of Landlord, and shall not be extinguished by Landlord's declining to exercise or failing to respond to the Right of First Refusal on any occasion.

13. Reciprocal Easement and Operating Agreement. Landlord and Tenant have agreed to enter into a certain Reciprocal Easement and Operating Agreement ("Easement Agreement") in connection with this Lease. Landlord and Tenant agree that compliance with the terms and conditions of the Easement Agreement by Tenant is a condition of this Lease, and failure to do so shall constitute an event of default under the terms of this Lease by Tenant.

14. Holding Over. It is agreed and understood that any holding over by the Tenant of the Demised Premises after the expiration of this Lease shall operate and be construed as a tenancy at sufferance.

15. Default. In the event Tenant defaults in the observance or performance of any other covenant, condition, agreement or provision hereof (including the payment of rent), and such default is not remedied within thirty (30) days after written notice of such default from Landlord to Tenant, then Landlord may, at its option, exercise any remedy permitted by law or equity.

16. No Waiver. No acceptance of rent by Landlord or delay in enforcing any obligation shall be construed as a waiver of any default in the performance of any obligation to be undertaken by Tenant. Landlord's failure to enforce the default provisions hereof in the event of Tenant's default hereunder shall not act as a waiver of Landlord's right to enforce the default provisions hereof in the event of a subsequent breach thereof by Tenant.

17. Mechanic's Liens. Tenant agrees to use best efforts to keep a mechanic's or material lien from being filed against the Demised Premises or the Entire Property, or any part thereof, for any work claimed to have been done or for any material claimed to have been furnished to Tenant and, if any such liens are filed against the Demised Premises or the Entire Property or any part thereof, Tenant will discharge same within five (5) days thereafter. If Tenant shall fail to cause such lien, encumbrance, or charge to be discharged within the five (5) day period, Landlord may, but shall not be obligated to, discharge the lien, either by paying the amount claimed to be due or by pursuing the discharge of the lien through judicial proceedings. Tenant agrees to pay Landlord, upon demand as additional rental, the sum paid by Landlord to discharge the mechanic's or material liens, together with court costs and reasonable attorneys' fees. At the request of Landlord, Tenant agrees to secure a payment or indemnity bond satisfactory to Landlord, securing the payment of all amounts due to mechanics and materialmen in connection with any work claimed to have been done or material claimed to have been furnished to Tenant in connection with alterations or repairs to the Demised Premises or the Entire Property.

18. Notice. Any notices, requests or other communications hereunder shall be in writing and shall be deemed duly given if delivered or mailed by registered or certified mail as follows or at such other addresses as they may have hereafter specified by written notice:

TO LANDLORD: Harrison Jedel, Trustee
 c/o Laser Charge, Inc.
 14001 Renaissance Court
 Austin, Texas 78728

TO TENANT: Graphics Technology, Inc.
 1900 Winter Park
 Austin, Texas 78746

or, if notice to Tenant from Landlord, notice may be posted on the front door of the Demised Premises.

19. Heirs and Assigns. This Lease shall be binding upon and inure to the benefit of the heirs, legatees, devisees, executors, administrators, successors and assigns of the respective parties hereto, who may come into possession of the premises in any manner whatsoever, except as restricted herein.

20. Estoppel Certificate. Upon reasonable notice, Tenant agrees to execute an Estoppel Certificate certifying as to: (i) whether this Lease is unmodified, and in full force and effect; (ii) the date to which rents have been paid, (iii) any advance rents and security deposits, (iv) whether there is any default under the provisions of this Lease.

21. Utilities. Landlord shall not be liable in the event of any interruption in the supply of any utilities. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities and that if any equipment installed by Tenant shall require additional utility facilities, the same shall be installed at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord. Tenant shall be solely responsible for and shall promptly pay all charges for use or consumption for its own utilities, including water, gas, electricity and garbage collection.

22. Waiver of Subrogation. Landlord and Tenant each, as the insured in any insurance policy or policies against loss by fire and extended coverage or by any form of liability, agree to waive and do hereby waive any rights of recovery against the other party for loss covered by such insurance policies and such insurance policies shall expressly provide that the insurance company or companies writing said insurance waive any right to an assignment

of or subrogation to such rights of its insured for recovery of damages for any losses covered by said insurance policies, that the waiver by the insured of its rights of recovery against the other party shall not invalidate said insurance, and that such waiver by the insured will prevent such insurance company or companies from pursuing any rights, by assignment or subrogation or otherwise, which such insurance company or companies have or might have against the other party for damage to the premises or any improvements thereon or any other property covered by such insurance policies.

23. Accord and Satisfaction. No payment by Tenant or receipt by Landlord of an amount less than the rent, any additional rental and other amounts due under this Lease or the Easement Agreement shall be deemed to be other than on account of the earliest stipulated rent or other amount due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent as deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such amount due or pursue any other remedy provided in this Lease.

24. Entire Agreement. This agreement constitutes the sole and only agreement of the parties hereto in regard to this Lease and prior negotiations culminating in the Lease, and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

EXECUTED this the 13th day of May 1993.

LANDLORD:

Harrison Jedel, Trustee
Harrison Jedel, Trustee

TENANT:

GRAPHICS TECHNOLOGY, INC.

By: Carol L. Barrett

Name: Carol L. Barrett

Title: President

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EXHIBIT "A"

DESCRIPTION OF THE DEMISED PREMISES

(to be attached)

EXHIBIT "A"

All of that certain tract or parcel of land being a part of Lot 4, Block A of Wells Branch Phase O, Section Two, a subdivision of record in Book 87, Pages 91B-91C of the Plat Records of Travis County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the northeast corner of said Lot 4, Block A of Wells Branch Phase O, Section Two, being the northeast corner of the herein described tract;

THENCE south 29 deg. 02 min. 39 sec. West 344.80 feet for the southeast corner of the herein described tract;

THENCE north 60 deg. 55 min. 35 sec. West 383.21 feet for the southwest corner of the herein described tract;

THENCE north 29 deg. 04 min. 25 sec. East 185.00 feet;

THENCE north 47 deg. 05 min. 15 sec. East 182.70 feet for the northwest corner of the herein described tract;

THENCE south 42 deg. 54 min. 45 sec. East 80.00 feet;

THENCE south 63 deg. 23 min. 50 sec. East 250.69 to the PLACE OF BEGINNING containing approximately ____ square feet of land, subject to easements, conditions and restrictions of record, if any.

EXHIBIT "B"

SITE PLAN

(to be attached)

- Showing:
1. The Demised Premises
 2. The Building Pad
 3. The Entire Property

RECIPROCAL EASEMENT AND OPERATING AGREEMENT

This Reciprocal Easement and Operating Agreement ("Agreement") is executed this 10th day of May, 1993 by and between Harrison Jedel, Trustee ("Jedel"), and Graphics Technology, Inc., a Texas corporation ("Graphics Technology"), relating to certain real property known as 14001 Renaissance Court, Austin, Travis County, Texas, more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property").

W I T N E S S E T H :

WHEREAS, Jedel is the owner of the Property; and

WHEREAS, Graphics Technology is the Tenant under a Lease dated May 10, 1993, with Jedel as Landlord, for the portion of the Property described on Exhibit "B", attached hereto and made a part hereof (the "Demised Premises"); and

WHEREAS, there is no lease in effect between Jedel and Graphics Technology for the portion of the Property that is not a part of the Demised Premises (the "Remaining Property"), thus Landlord retains all of the interest in the Remaining Property; and

WHEREAS, certain improvements, including but not limited to parking lots, islands, and driveways exist on both the Remaining Property and the Demised Premises, which are designed to be used, and are currently used, in conjunction with the operation of the buildings located on the Remaining Property and the Demised Premises; and

WHEREAS, the parties desire to grant mutual access easements to each other to perpetuate the privilege of ingress and egress by vehicular traffic at such points where the driveways are located and parking where parking areas are designated;

NOW, THEREFORE, Jedel hereby grants to Graphics Technology, its tenants, licensees, concessionaires, customers, business invitees, successors and assigns, subject to all easements and all other matters of record with the County Clerk of Travis County, Texas which affect the Remaining Property, a non-exclusive right of ingress and egress across the Remaining Property to allow free and unobstructed passage by foot or vehicle over and across such portion of the Remaining Property that may be designated from time to time as driveways. Graphics Technology hereby grants to Jedel, its tenants, licensees, concessionaires, customers, business invitees, successors and assigns, subject to all easements and all other matters of record with the County Clerk of Travis County, Texas which affect the Demised Premises, a non-exclusive right of ingress and egress across the Demised Premises to allow free and unobstructed passage by foot or vehicle over and across such portion of the Demised Premises that may be designated from time to time as driveways.

Graphics Technology shall be responsible for maintaining in good condition and repair, at its sole cost and expense, the driveways located on the Demised Premises. If Jedel finds the condition of the driveways to be unsatisfactory, Jedel shall give Graphics Technology written notice of same. If Graphics Technology fails to make the repairs or take the remedial actions within thirty (30) days after Jedel sends written notice of such need, Jedel may, but is not obligated to, arrange and pay for such repairs or actions and Graphics Technology shall, upon demand, reimburse Jedel for the reasonable cost of such repair or action. Likewise, Jedel shall be responsible for maintaining in good condition and repair, at its sole expense, the driveways located on the Remaining Property. If Graphics Technology finds the condition of the driveways

to be unsatisfactory, Graphics Technology shall give Jedel written notice of same. If Jedel fails to make the repairs or take the remedial action within thirty (30) days after Graphics Technology sends written notice of such need, Graphics Technology may, but is not obligated to, arrange and pay for such repair and Jedel shall, upon demand, reimburse Graphics Technology for the reasonable cost of such repair. Notwithstanding the foregoing, each party shall be liable for any damage caused by themselves, their tenants, licensees, concessionaires, customers, business invitees, successors or assigns to the other party's property.

The parties hereto shall cooperate with one another and permit utilization of the portions of the Demised Premises and the Remaining Property not improved with buildings or other structures for overland sheetflow drainage purposes and allow the installation of drainage, storm water and sewer lines, together with all culverts, pipes and other related facilities so long as such usage is: (i) reasonably compatible with the overall usage of the Property by other parties with interest in the Property, and (ii) in conformance with applicable local, state and federal rules, regulations and procedures; including the right for each party to jointly participate, as may be necessary and appropriate, in a regional drainage or detention system located on the Property, together with the right of ingress, egress and regress for the purpose of constructing, improving, operating, inspecting, maintaining, repairing, replacing, reconstructing and removing culverts, pipes, lines or other facilities and appurtenances.

Any notices, requests or other communications hereunder shall be in writing and shall be deemed duly given if delivered or mailed by registered or certified mail as follows or at such other addresses as they may have hereafter specified by written notice:

TO LANDLORD:

Harrison Jedel, Trustee
c/o Laser Charge, Inc.
14001 Renaissance Court
Austin, Texas 78728

TO TENANT:

Graphics Technology, Inc.
1900 Winter Park
Austin, Texas 78746

EXECUTED this 13th day of May, 1993.

LASER CHARGE, INC.

By: Harrison Jedel, Trustee
Name: HARRISON JEDEL
Title: _____

GRAPHICS TECHNOLOGY, INC.

By: Gary L. Barrett
Name: GARY L. BARRETT
Title: _____

1. PATENTS

- 1. U.S. Patent No. 4484038 (known as Dorman Brown Patent)
- 2. U.S Patent No. 5041701 (Edge Linearization Device for Contact Input System).
- 3. U.S Patent No. 4897511 (Method of Detection of the Contacting Position in Touch Panel)
- 4. U.S Patent No. 5181030 (Input System Including Resistance Film Touch Panel and Pushed Position Detective Device)
- 5. U.S Patent No. 5438168 Touch Panel

2. TRADE MARKS

- 1. Touch Mouse
- 2. Video Chkboard
- 3. Digital Ink



**UNANIMOUS WRITTEN CONSENT OF THE SHAREHOLDERS
OF THE GRAPHICS TECHNOLOGY COMPANY, INC.
MARCH 1, 2000**

The undersigned shareholders of The Graphics Technology Company, Inc ("Company") representing all of the outstanding shares of the Company take the following action without a meeting or notice as permitted by Section 228 of the Delaware Corporation Law ("Statute"):

Resolved, the president of the Company is hereby authorized and directed to sign and deliver on behalf of the Company as its binding act the "Restated Reorganization and Settlement Agreement" ("Agreement") to which this consent is attached as Exhibit C and all other documents and agreements and to take all other acts necessary or desirable to complete the transactions and settlements contemplated by the Agreement including without limitation the "Assignment of Lease and Assumption Agreement" attached as Exhibit A to the Agreement;

EFFECTIVE as of 1st day of March, 2000.

GUNZE, LTD

By: _____
Shigeru Kaseyama
Authorized Representative

Dated: _____

Gary Barrett, Individually

Dated: _____

Andrew Wolfe, Individually

Dated: _____

