

FORM PTO-1619A

Expires 06/30/99  
OMB 0651-0027

06-14-2000

U.S. Department of Commerce  
Patent and Trademark Office  
**PATENT**

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OPR/FINANCE

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**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

5-22-00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**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)

Accu-Time Systems, Inc.

Execution Date  
Month Day Year

2-7-00

Name (line 2)

**Second Party**

Name (line 1)

Name (line 2)

Execution Date  
Month Day Year**Receiving Party**

Mark if additional names of receiving parties attached

Name (line 1)

Citizens Bank of Connecticut

Name (line 2)

Address (line 1)

63 Eugene O'Neill Drive

Address (line 2)

Address (line 3)

New London

CT

06320

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)

FOR OFFICE USE ONLY

06/13/2000 JSHABAZZ ^0000134 09374734

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160.00 DP

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, 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

**PATENT**  
**REEL: 010841 FRAME: 0168**

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

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

#

**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)

09/374,734

5,959,541

09/450,164

5,995,014

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

PCT

PCT

PCT

only if a U.S. Application Number has not been assigned.

PCT

PCT

PCT

**Number of Properties**

Enter the total number of properties involved.

#

4

**Fee Amount**

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

160.00

Method of Payment:

Enclosed ☐

Deposit Account ☐

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.*

Name of Person Signing

Signature

Date

RECORDATION FORM COVER SHEET  
CONTINUATION  
PATENTS ONLYU.S. Department of Commerce  
Patent and Trademark Office  
**PATENT****Conveying Party(ies)**☐ Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Execution Date  
Month Day Year

Name (line 1)

Name (line 2)

Name (line 1)

Name (line 2)

Name (line 1)

Name (line 2)

Execution Date  
Month Day YearExecution Date  
Month Day Year**Receiving Party(ies)**☐ Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

☐ 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.)☐ 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.)**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)



**MORTGAGE AND  
SECURITY AGREEMENT - PATENTS**

This MORTGAGE AND SECURITY AGREEMENT – PATENTS (the “Mortgage”) is made as of this 7th day of February, 2000 by ACCU-TIME SYSTEMS, INC., a Pennsylvania corporation, with its chief executive office located at 420 Somers Road, Ellington, Connecticut 06029 (the “Borrower”), in favor of CITIZENS BANK OF CONNECTICUT, a Connecticut stock savings bank, with an office located at 63 Eugene O’Neill Drive, New London, Connecticut 06320 (the “Bank”).

**WITNESSETH:**

WHEREAS, pursuant to that certain Master Credit Agreement dated as of January 31, 2000 (as amended and in effect from time to time, the "Credit Agreement"), by and between the Borrower and the Bank, the Bank has agreed to make loans, advances and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein. It is a condition precedent to the obligation of the Bank to make loans, advances and other extensions of credit to the Borrower under the Credit Agreement that the Borrower shall have executed and delivered this Mortgage to the Bank;

WHEREAS, the Borrower is the sole and exclusive owner or licensee of the United States Patents, applications for United States Patents and all other corresponding Patents and applications in any states or foreign countries as set forth on Schedule A annexed hereto and made a part hereof and (the "Patent Rights"); and

WHEREAS, pursuant to a certain Security Agreement dated as of January 31, 2000 between the Borrower and the Bank (the "Security Agreement"), the Borrower has granted the Bank a security interest in, among other things, the Patent Rights, on the terms and conditions set forth in the Security Agreement; and

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions set forth in the Security Agreement, the Borrower hereby agrees with the Bank as follows:

1. The Borrower hereby grants, conveys and transfers to the Bank, its successors and assigns, on the terms and conditions set forth in the Security Agreement, and as security for the obligations and liabilities of the Borrower under the Credit Agreement, the Security Agreement and any and all other documents, instruments and agreements executed and delivered pursuant thereto and in connection therewith, whether now existing or hereafter arising, a first lien upon and security interest in all of the Borrower's right, title, and interest in, to and under the Patent Rights, together with (i) all reissues or extensions thereof, (ii) all claims for damages by reason of past or future infringement of the Patent Rights with the right to sue for and collect said

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Citizens Bank of Connecticut

Updike, Kelly & Spellacy, P.C.  
(Hartford/New Haven, Connecticut)

damages and the right to collect all royalties under any license agreements with respect to any of the Patent Rights, whether now or hereafter granted and (iii) all proceeds thereof (hereinafter sometimes collectively referred to as the "Collateral").

2. Except as provided in the Security Agreement, the Borrower represents and warrants unto the Bank that the Borrower has not heretofore assigned, transferred or encumbered its right, title and interest in, to and under the Collateral.

3. Except as provided in the Security Agreement, the Borrower represents and warrants that it knows of no impediments to the validity and/or enforceability of any or all of the Patent Rights.

4. The Borrower represents and warrants that the Patent Rights are all the Patents (domestic and foreign) used by the Borrower or in connection with its business.

5. The Borrower covenants and agrees with the Bank that, so long as this Mortgage shall remain in effect:

(a) The Borrower shall, in the exercise of its reasonable legal and business judgment, pay all fees necessary for the issuance, maintenance, renewal or reissuance of the Patent Rights and shall do all such other acts and things necessary for maintaining the Patent Rights.

(b) The Borrower shall, in the exercise of its reasonable legal and business judgment, endeavor to detect and prevent any infringement of the Patent Rights, including, in the exercise of its reasonable legal and business judgment, the bringing of infringement suits to enforce the Patent Rights. The Borrower shall inform the Bank of any actual or suspected infringement of the Patent Rights of which it has knowledge and of any action contemplated or taken by the Borrower in response to such infringement. The Bank shall have the right, in consultation with the Borrower, to require the Borrower to take such action as the Bank may reasonably determine to be required to enforce such Patent Rights.

(c) The Borrower shall, in the exercise of its reasonable legal and business judgment, undertake to defend any attack upon the Patent Rights and upon the validity and enforceability thereof. The Bank shall have the right, in consultation with the Borrower, to require the Borrower to take such action as the Bank may reasonably determine to be required to defend the Patent Rights.

(d) The Borrower shall not, in the exercise of its reasonable legal and business judgment, permit the Patent Rights to lapse or otherwise abandon the Patent Rights.

(e) At any time and from time to time, the Borrower shall, upon the request of the Bank, execute and deliver such further documents and do such other acts and things as the Bank reasonably may require in order to effect the purpose of this Mortgage and of the rights and powers herein granted, including, without limitation, all documents necessary or advisable to

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(Hartford/New Haven, Connecticut)

record title to the Collateral, including valid, recordable assignments of any or all of the Patent Rights, and the Borrower does hereby irrevocably appoint the Bank, its successors and assigns, as its attorney-in-fact to execute any or all of such documents and to do such other things or acts on behalf of the Borrower, its successors and assigns, and the Borrower confirms all such acts said attorney-in-fact may do pursuant to this authority.

6. Until the occurrence and during the continuance of an Event of Default as defined in the Credit Agreement and subject to the provisions of the Credit Agreement and the Security Agreement, the Bank hereby acknowledges the Borrower's exclusive right and license to use the Collateral for the Borrower's own benefit and account, to grant licenses and sublicenses on reasonable terms with respect to the Collateral and to generally deal in the ordinary course of business with the Collateral. The foregoing grant of authority shall not permit the Borrower to take any actions prohibited hereunder.

7. Notwithstanding anything to the contrary, nothing herein contained shall relieve the Borrower from the performance of any covenant, agreement or obligation on the Borrower's part to be performed under any license agreement now existing or hereafter executed by the Borrower licensing the use of the Collateral or any part thereof or from liability to any licensee thereunder or other party or impose any liability on the Bank for the acts or omissions of the Borrower in connection with any such license or license agreement.

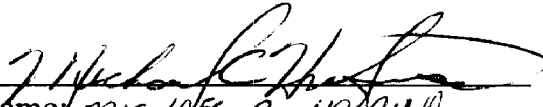
8. This Mortgage shall terminate upon written notice by the Bank to the Borrower that all of the obligations secured hereby have been fully paid and performed and, upon such termination, all rights in the Collateral mortgaged and in which a security interest is granted hereunder shall be reconveyed by the Bank to the Borrower and the Bank shall promptly execute and deliver to the Borrower such documents or instruments as the Borrower may reasonable request of such termination.

9. This Mortgage shall be binding upon the Borrower, its successors, and assigns and shall inure to the benefit of the Bank and its successors and assigns.

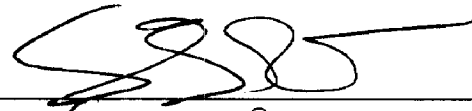
10. This Mortgage may not be amended or modified except as set forth in the Credit Agreement.

IN WITNESS WHEREOF, the Borrower and the Bank have executed this Mortgage as of the date first set forth above.

ACCU-TIME SYSTEMS, INC.

By:   
Name: MICHAEL C. HRABINA  
Title: CHIEF OPERATING OFFICER


CITIZENS BANK OF CONNECTICUT

By:   
Name: SCOTT S. BARNETT  
Title: VP

STATE OF Connecticut  
COUNTY OF Ellington ) at Ellington, Ct.

On this the 7th day of February, 2000, before me, the undersigned officer, personally appeared Michael Heabina, who acknowledged himself to be the Chief operating officer of Accu-Time Systems, Inc., a corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of the corporation, by signing the name of the corporation by himself as such officer.

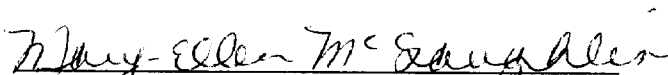
In Witness Whereof I hereunto set my hand.

  
Notary Public/My Commission Expires:  
Commissioner of the Superior Court  
**BONNIE CASSARINO**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES MAY 31, 2001

STATE OF CONNECTICUT  
COUNTY OF MIDDLETOWN ) at MIDDLETOWN

On this the 7th day of FEBRUARY, 2000, before me, the undersigned officer, personally appeared SCOTT S. DARNETT who acknowledged himself/herself to be the VICE PRESIDENT of Citizens Bank of Connecticut, a Connecticut stock savings bank, and that he/she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his/her free act and deed and the free act and deed of the bank, by signing the name of the bank by himself/herself as such officer.

In Witness Whereof I hereunto set my hand.

  
Notary Public/My Commission Expires:  
Commissioner of the Superior Court

MARY-ELLEN MCLAUGHLIN  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES JULY 31, 2004

SCHEDULE A

TO MORTGAGE OF  
PATENTS

**Accu-Time Systems, Inc. Patents**

**Issued Patents**

**U.S. Patent No. 5,959,541**

**U.S. Patent No. 5,995,014**

**Pending Patents**

**U.S. Patent Application No. 09/374,734**

**U.S. Patent Application No. 09/450,164**

**Canadian Patent Application No. 2,242,031**

**Canadian Patent Application No. 2,242,206**

**European Patent Application No. 98307572.2**

**Great Britain Patent Application No. 9828569.5**