



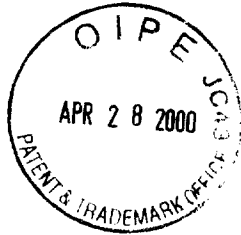
STEVEN M. MCINNIS

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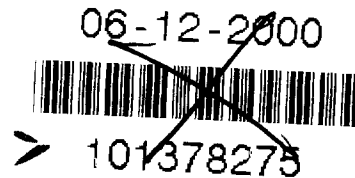
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April 26, 2000

United States Department of Commerce  
Patent and Trademark Office  
Box Assignment  
Commissioner for Patents  
Washington, DC 20231



Dear Sir or Madam:

I am enclosing herewith an original fully executed Patent Mortgage to be filed with your office, along with my check in the amount of \$40 representing the filing fee. I have also enclosed a duplicate original to be stamped and returned when filed.

If you require additional information or have any questions, please feel free to contact me at the above number.

Very truly yours,

Steven M. McInnis

SMM/mtg

Enclosures

5913629

06/09/2000 ASCOTT 00000168 5913629

1 FC:581

40.00 DP

PATENT  
REEL: 011027 FRAME: 0511

PATENT MORTGAGE



THIS PATENT MORTGAGE (the "Mortgage"), made as of the 28<sup>th</sup> day of April, 2000 by and between **ttools, LLC**, a Rhode Island limited liability company (the "Borrower"), and **BUSINESS DEVELOPMENT COMPANY OF RHODE ISLAND**, a Rhode Island corporation (the "Lender").

W I T N E S S E T H

WHEREAS, pursuant to a certain U. S. Small Business Administration Loan Authorization and Agreement dated March 31, 2000, and a Supplemental Loan Agreement of even date (collectively the "Loan Agreement") relating to a One Hundred Twenty-five Thousand Dollar (\$125,000) loan to be made to the Borrower by the Lender (the "Loan"), and to extend certain other financial accommodations to or for the benefit of Borrower; and

WHEREAS, pursuant to a certain Security Agreement of even date, between the Borrower and the Lender (the "Security Agreement"), the Borrower has granted to the Lender a continuing security interest in certain of the Borrower's assets, including, without limitation, the Patents (as defined below);

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the Lender agree as follows:

1. Incorporation of Security Agreement; Loan Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Loan, the Borrower hereby grants to the Lender, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in the Borrower's entire right, title and interest in and

to all of its now owned or existing and hereafter acquired or arising patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on **Schedule A**, attached hereto and made a part hereof, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents").

3. New Patents. The Borrower represents and warrants that the Patents listed on Schedule A constitute all of the federally registered Patents now owned by the Borrower. If, before the Loan shall have been satisfied in full and the Security Agreement has been terminated, the Borrower shall obtain any new federally registered Patents, the Borrower shall give the Lender prompt written notice thereof. The Borrower hereby agrees that, upon the Lender's written request, the Borrower will execute and deliver to the Lender one or more supplements to this Mortgage, each in form and content substantially similar to this Mortgage, in respect of any and all new federally registered Patents owned by the Borrower.

4. Term. The term of the security interests granted herein shall extend until the Loan has been paid in full and the Security Agreement has been terminated in accordance with its terms.

5. Effect on Other Agreements; Cumulative Remedies. The Borrower acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of the Lender under the Loan Agreement or the Security Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of the Lender with respect to the

Patents, whether established hereby, by the Loan Agreement or the Security Agreement, by any other agreements, or by law, shall be cumulative and may be exercise singularly or concurrently.

6. Binding Effect; Benefits. This Mortgage shall be binding upon the Borrower and its respective successors and assigns, and shall inure to the benefit of the Lender and its successors and assigns.

7. Applicable Law; Severability. This Mortgage shall be construed in all respects in accordance with, and governed by, all of the provisions of the Rhode Island Uniform Commercial Code and by the other internal laws (as opposed to conflict of laws provisions) of the State of Rhode Island, except for the perfection and enforcement of security interests and liens in other jurisdictions, which shall be governed by the laws of those jurisdictions or, as applicable, by the laws of the United States of America. Whenever possible, each provision of this Mortgage shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Mortgage shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Mortgage.

IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage as of the date first above written.

tttools, LLC

By: Jacy Leigh Hayward  
Title: Manager

Accepted and Agreed to as of the  
date first written above:

BUSINESS DEVELOPMENT COMPANY  
OF RHODE ISLAND

By: [Signature]  
Title: [Signature]

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

In Providence, before me, on this 25th day of April, 2000,  
personally appeared the above-named Tracy Leigh, President of ttools, LLC, known to  
me to be the person executing the foregoing, and acknowledged to me that she  
executed the same for the purposes and consideration therein expressed and that the  
same was her free act and deed and the free act and deed of said limited liability  
company.

St M. M. I.  
Notary Public  
My Commission Expires: 7/26/01

SCHEDULE A

Patent Description:

U. S. Patent No.

Ornamental design for a stylus tip pen  
Date of Patent: December 15, 1998

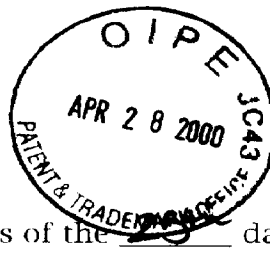
Des. 402,690

Writing implement including an input  
stylus  
Date of Patent: June 22, 1999

5,913,629

tttools patent mortgage

PATENT MORTGAGE



THIS PATENT MORTGAGE (the "Mortgage"), made as of the 28 day of April, 2000 by and between **ttools, LLC**, a Rhode Island limited liability company (the "Borrower"), and **BUSINESS DEVELOPMENT COMPANY OF RHODE ISLAND**, a Rhode Island corporation (the "Lender").

W I T N E S S E T H

WHEREAS, pursuant to a certain U. S. Small Business Administration Loan Authorization and Agreement dated March 31, 2000, and a Supplemental Loan Agreement of even date (collectively the "Loan Agreement") relating to a One Hundred Twenty-five Thousand Dollar (\$125,000) loan to be made to the Borrower by the Lender (the "Loan"), and to extend certain other financial accommodations to or for the benefit of Borrower; and

WHEREAS, pursuant to a certain Security Agreement of even date, between the Borrower and the Lender (the "Security Agreement"), the Borrower has granted to the Lender a continuing security interest in certain of the Borrower's assets, including, without limitation, the Patents (as defined below);

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the Lender agree as follows:

1. Incorporation of Security Agreement; Loan Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan Agreement.
2. Grant and Reaffirmation of Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Loan, the Borrower hereby grants to the Lender, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in the Borrower's entire right, title and interest in and



to all of its now owned or existing and hereafter acquired or arising patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on **Schedule A**, attached hereto and made a part hereof, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents").

3. New Patents. The Borrower represents and warrants that the Patents listed on Schedule A constitute all of the federally registered Patents now owned by the Borrower. If, before the Loan shall have been satisfied in full and the Security Agreement has been terminated, the Borrower shall obtain any new federally registered Patents, the Borrower shall give the Lender prompt written notice thereof. The Borrower hereby agrees that, upon the Lender's written request, the Borrower will execute and deliver to the Lender one or more supplements to this Mortgage, each in form and content substantially similar to this Mortgage, in respect of any and all new federally registered Patents owned by the Borrower.

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5. Effect on Other Agreements; Cumulative Remedies. The Borrower acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of the Lender under the Loan Agreement or the Security Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of the Lender with respect to the

Patents, whether established hereby, by the Loan Agreement or the Security Agreement, by any other agreements, or by law, shall be cumulative and may be exercise singularly or concurrently.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage as of the date first above written.

tttools, LLC

By: Hayleigh Hayward  
Title: Manager

Accepted and Agreed to as of the  
date first written above:

BUSINESS DEVELOPMENT COMPANY  
OF RHODE ISLAND

By: [Signature]  
Title: VP

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

In Providence, before me, on this 25<sup>th</sup> day of April, 2000,  
personally appeared the above-named Tracy Leigh, President of ttools, LLC, known to  
me to be the person executing the foregoing, and acknowledged to me that she  
executed the same for the purposes and consideration therein expressed and that the  
same was her free act and deed and the free act and deed of said limited liability  
company.

St. M. M. F.

Notary Public

My Commission Expires: 7/26/02

**SCHEDULE A**

**Patent Description:**

**U. S. Patent No.**

Ornamental design for a stylus tip pen  
Date of Patent: December 15, 1998

Des. 402,690

Writing implement including an input  
stylus  
Date of Patent: June 22, 1999

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tttools patent mortgage