

01-17-2001



101585234

1.4.01

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

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)

Execution Date
Month Day Year

Name (line 2)

Second Party

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

5836591

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1)

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.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

01/16/2001 AAHME1 00000081 5836591

FOR OFFICE USE ONLY

01 FC:581

160.00 01

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: 011410 FRAME: 0707

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="5836591"/>	<input type="text" value="5639847"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="5829757"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="5898057"/>	<input type="text"/>	<input type="text"/>

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

Number of Properties Enter the total number of properties involved. #

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

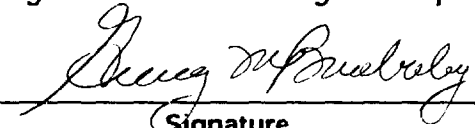
Method of Payment: Enclosed Deposit Account

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.

George M. Borababy 
 Name of Person Signing Signature Date

SECOND PATENT MORTGAGE

THIS SECOND PATENT MORTGAGE (this "Second Mortgage"), made as of the 23rd day of November, 1999 by and between MEARTHANE PRODUCTS CORPORATION, a Rhode Island corporation and successor by merger to MPC Acquisition Corp., a Rhode Island Corporation (the "Grantor"), and SEACOAST CAPITAL PARTNERS LIMITED PARTNERSHIP, a Delaware limited partnership ("Seacoast"), individually and as agent for the benefit of Heller Financial Inc. ("Heller"), under the terms of that certain Assignment and Assumption Agreement by and between Seacoast, as Assignor, and Heller, as Assignee, made as of the 6th day of February 1998 (individually and as such agent, the "Grantee").

W I T N E S S E T H

WHEREAS, pursuant to a certain Note Purchase Agreement dated as of February 6, 1998 by and between Grantor (as successor by merger to MPC Acquisition Corp., a Rhode Island Corporation) and Grantee (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), the Grantee has agreed to purchase from Grantor the Senior Subordinated Note, and to extend certain other financial accommodations to or for the benefit of Grantor; and

WHEREAS, pursuant to a certain Security Agreement dated February 6, 1998 between Grantee and Grantor (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee a continuing security interest in certain of the Grantor's assets, including, without limitation, the Patents (as defined below);

WHEREAS, Grantor and Grantee entered into that certain Patent Mortgage dated as of February 6, 1998 which was duly recorded in the United States Patent and Trademark Office on December 21, 1999, Reel/Frame 010461/0338 (the "First Mortgage");

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, Grantor and Grantee agree as follows:

1. Incorporation of Security Agreement; Note Purchase 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 Note Purchase Agreement.

2. Grant and Reaffirmation of Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Senior Subordinated Obligations, Grantor hereby grants Grantee, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor'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"). The grant of a security interest set forth herein is a supplement to, and not a replacement of, the first grant set forth in the First Mortgage.

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

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

5. Effect on Other Agreements; Cumulative Remedies. Grantor acknowledges and agrees that this Second Mortgage is not intended to limit or restrict in any way the rights and remedies of Grantee under the Note Purchase 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 Grantee with respect to the Patents, whether established hereby, by the Note Purchase Agreement or the Security Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

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

7. APPLICABLE LAW; SEVERABILITY. THIS SECOND MORTGAGE SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE MASSACHUSETTS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF MASSACHUSETTS, 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 SECOND MORTGAGE SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS SECOND 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 SECOND MORTGAGE.


8. Subordination. The rights and remedies of the Grantee hereunder are subject and subordinate to the rights and remedies of Senior Lender pursuant to the terms of the Senior Subordination Agreement. The obligations and duties of the Grantor hereunder are subject to the prior, and potentially conflicting, obligations and duties owed by the Grantor to Senior Lender, such that if the Grantor fails to perform any obligation or duty hereunder because doing so would cause the Grantor to breach any of its obligations or duties owing to Senior Lender, the Grantor will not be in violation hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

GRANTOR

MEARTHANE PRODUCTS CORPORATION

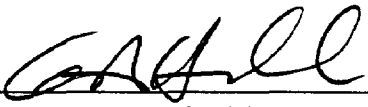
By: 
David A. Redmond
Chairman

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

GRANTEE:

SEACOAST CAPITAL PARTNERS LIMITED
PARTNERSHIP

By: Seacoast Capital Corporation,
its general partner

By: 
Gregory A. Hulecki
Vice President

9091.128:91010

PATENT
REEL: 011410 FRAME: 0712

SCHEDULE A

PATENTS

<u>Patent Description</u>	<u>U.S. Patent No.</u>
In-Line Wheeled Skate for Extreme Skating	5,836,591
Variable Traction Wheel for In-Line Roller Skate	5,829,757
Preparation of Conductive Polyurethane Using a Conductive Quasi-Solution	5,898,057
Preparation of Conductive Polyurethanes Using a Conductive Quasi-Solution	5,639,847