

Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇨ ⇨ ⇨		RECORDATION FORM COVER SHEET PATENTS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): Hoveround Corporation		2. Name and address of receiving party(ies) Name: Woodside Capital Partners II, LLC, as Agent Internal Address: _____ _____ _____ Street Address: 36 Woodland Street _____ _____ City: Hartford State: CT Zip: 06105			
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____		4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application No.(s) None _____ B. Patent No.(s) See Attached Schedule 4B _____ Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Michelle Walters Fournier, RP Internal Address: Senior Paralegal Bingham McCutchen LLP (860) 240-2935 _____ Street Address: One State Street _____ City: Hartford State: CT Zip: 06103		6. Total number of applications and patents involved: 2 7. Total fee (37 CFR 3.41).....\$ 80.00 (credit card) <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____			
DO NOT USE THIS SPACE					
9. Signature. By: Michelle Walters Fournier, RP Name of Person Signing Signature 1/13/04 Date Total number of pages including cover sheet, attachments, and documents: 11					

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

OP \$80.00 6007289

SCHEDULE 4B

**Patents Issued by U.S. Patent
and Trademark Office**

<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
6,007,289	December 28, 1999	Thomas Kruse Jeffrey Moone	Wheelchair lift
6,105,706	August 22, 2000	Stanley C. Cooper	Personal mobility vehicle with movable seat

**FIRST SUPPLEMENTAL PATENT
COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT
HOVEROUND CORPORATION**

This **FIRST SUPPLEMENTAL PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT** (this "**Agreement**"), dated as of October 28, 2003, is by and between **HOVEROUND CORPORATION**, a Florida corporation, having its principal place of business at 2151 Whitfield Industrial Way, Sarasota, Florida 34234 (the "**Assignor**"), and **WOODSIDE CAPITAL PARTNERS II, LLC**, as assignee of **FLEET NATIONAL BANK** (formerly known as **BANKBOSTON, N.A.**), a Massachusetts limited liability company, having an office at 36 Woodland Street, Hartford, Connecticut 06105, as administrative and documentation agent (hereinafter, in such capacity, the "**Agent**") for itself and other lending institutions (hereinafter, collectively, the "**Banks**") which are, or may in the future become parties to a Revolving Credit and Term Credit Agreement dated as of September 18, 1998 by and among the Assignor, Healthcare Products Holdings, Inc., Healthcare Products Industries, Inc., the Banks and the Agent, as amended by that certain Forbearance Agreement dated February 21, 2003, that certain Second Forbearance Agreement dated July 1, 2003, that certain Third Forbearance Agreement dated July 31, 2003 and that certain Fourth Forbearance Agreement dated as of October 28, 2003 (as amended and in effect from time to time, the "**Credit Agreement**").

RECITALS

WHEREAS, the Assignor executed and delivered to the Agent, for the benefit of the Banks and the Agent, a certain Security Agreement dated as of September 18, 1998 (the "**Security Agreement**") pursuant to which the Assignor granted to the Agent, for the benefit of the Banks and the Agent, a security interest in all of the Assignor's assets, including, without limitation, all patents and patent applications, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement);

WHEREAS, in connection with the transactions contemplated by the Security Agreement, the Assignor and the Agent entered into a Patent Collateral Assignment and Security Agreement, dated as of September 18, 1998 (the "**Assignor Patent Security Agreement**") pursuant to which the Assignor granted to the Agent, for the benefit of the Banks and the Agent, a security interest in and lien on all of the Assignor's Patent Collateral, as such term is defined in the Assignor Patent Security Agreement;

WHEREAS, the Assignor Patent Security Agreement originally granted to Fleet National Bank (formerly known as BankBoston, N.A.) was filed on September 23, 1998 (Reel/Frame Number 9463/0353)) with the United States Patent and Trademark Office (the "**PTO**") and assigned by Fleet National Bank to Agent by virtue of an Assignment of Patent Collateral Assignment and Security Agreement filed on December 31, 2001 (Reel/Frame Number 012391/0300) with the PTO;

WHEREAS, subsequent to the execution, delivery and recording of the Assignor Patent Security Agreement, the Assignor has acquired or been granted the patents and has filed or made the patent applications set forth on Schedule A hereto (such patents and patent applications being, collectively, referred to herein as the "**Supplemental Patents**"); and

WHEREAS, pursuant to and in fulfillment of the parties' obligations under the Credit Agreement, Security Agreement and the Assignor Patent Security, the Assignor wishes to execute and deliver this Agreement to further effect, evidence and memorialize the Assignor's grant to the

- 2 -

Agent, for the benefit of the Banks and the Agent, of a security interest in the Supplemental Patents, the Patent rights associated with or related to the Supplemental Patents (the "***Supplemental Patent Rights***"), the Patent license rights associated with or related to the Supplemental Patents (the "***Supplemental Patent License Rights***"), and the proceeds associated with or related to the Supplemental Patents (the "***Supplemental Proceeds***") (the Supplemental Patents, Supplemental Patent Rights, Supplemental Patent License Rights and Supplemental Proceeds are collectively referred to herein as the "***Supplemental Patent Collateral***"), and the Assignor's collateral future assignment to the Agent, for the benefit of the Banks and the Agent, of the Supplemental Patent Collateral, all as contemplated by the Assignor Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises set forth in the Security Agreement and the Assignor Patent Security Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Agent hereby agree as follows:

§1. **DEFINITIONS.** All capitalized terms used herein without definition, including, without limitation, the term "Obligations", shall have the respective meanings provided therefor in the Credit Agreement, Security Agreement and the Assignor Patent Security Agreement.

§2. **GRANT OF SECURITY; COLLATERAL ASSIGNMENT.**

§2.1. **Grant of Security Interest.** As collateral security for the complete and timely payment, performance and satisfaction of all Obligations, the Assignor hereby unconditionally grants (and confirms its grant to the Agent, for the benefit of the Banks and the Agent, pursuant to the Security Agreement and the Assignor Patent Security Agreement) to the Agent, for the benefit of the Banks and the Agent, a continuing security interest in and first priority lien on the Supplemental Patent Collateral, and pledges, mortgages and hypothecates (but does not transfer title to) the Supplemental Patent Collateral to the Agent, for the benefit of the Banks and the Agent.

§2.2. **Collateral Assignment.**

(a) In addition to, and not by way of limitation of, the grant, pledge, mortgage and hypothecation of the Supplemental Patent Collateral provided and confirmed in Section 2.1 hereof, to secure the complete and timely payment, performance and satisfaction of all Obligations, the Assignor hereby grants, assigns, transfers and conveys to the Agent, for the benefit of the Banks and the Agent, (and confirms its grant, assignment, transfer and conveyance to the Agent, for the benefit of the Banks and the Agent, pursuant to the Assignor Patent Security Agreement), by way of collateral security, the Assignor's entire right, title and interest in and to the Supplemental Patent Collateral. The foregoing grant, assignment, transfer and conveyance shall be referred to from time to time herein as the "Section 2.2 Assignment". THE AGENT ASSUMES NO LIABILITY OR RESPONSIBILITY ARISING IN ANY WAY BY REASON OF ITS HOLDING SUCH COLLATERAL SECURITY.

(b) Unless and until there shall have occurred and be continuing an Event of Default and the Agent has notified the Assignor that the license granted hereunder is terminated, the Agent hereby grants to the Assignor the sole and exclusive, non-transferable, royalty-free, worldwide right and license under the Supplemental Patent Collateral to make, have made for it, use, sell and otherwise practice the Supplemental Patents for the Assignor's own benefit and account and for none other, with the right to prosecute and maintain the Patents in the PTO and in foreign countries; provided, however, that the foregoing right and license shall be no greater in scope than, and limited by, the rights assigned to the Agent by the Assignor hereby. The Assignor agrees not to sell, assign, transfer, or sub-license any of its rights or interests in the license granted to the Assignor in this Section 2.2(b), without the prior written consent of the Agent, which consent shall not be unreasonably withheld or

- 3 -

delayed; provided, however, that so long as no Event of Default shall have occurred and be continuing, the Assignor may license the Supplemental Patent Collateral in any lawful manner that is in the ordinary course of business and is otherwise not inconsistent with the provisions of this Agreement, the Assignor Patent Security Agreement, the Security Agreement and the Credit Agreement. Any such sub-licenses granted on or after the date hereof shall be terminable by the Agent upon termination of the Assignor's license hereunder.

§2.3. Rights and Remedies Upon Default. If any Event of Default shall have occurred and be continuing, then, with respect to the Supplemental Patent Collateral, the Agent shall have such rights, interests and remedies, and the Assignor shall have such obligations, as are provided in or arise under the Assignor Patent Security Agreement with respect to the Patent Collateral, and all such rights, interests, remedies and obligations are hereby incorporated herein by reference as if set forth in full herein and are hereby ratified, confirmed, adopted and approved.

§2.4. Supplemental to Certain Agreements. In no event shall this Agreement, the Section 2.2 Assignment of the Supplemental Patent Collateral hereunder or the recordation of this Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Agent, for the benefit of the Banks and the Agent, in the Collateral (including the Supplemental Patent Collateral) pursuant to the Credit Agreement, the Security Agreement, the Assignor Patent Security Agreement and/or this Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code, or the present or future rights and interests of the Agent, for the benefit of the Banks and the Agent, in and to the Collateral under or in connection with the Credit Agreement, the Security Agreement, the Assignor Patent Security Agreement, this Agreement and/or the Uniform Commercial Code. Any and all rights and interests of the Agent in and to the Supplemental Patent Collateral, (and any and all obligations of the Assignor with respect to the Supplemental Patent Collateral) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Agent, for the benefit of the Banks and the Agent, (and the obligations of the Assignor) in, to or with respect to the Collateral (including the Supplemental Patent Collateral) provided in or arising under or in connection with the Credit Agreement, the Security Agreement and the Assignor Patent Security Agreement. The Credit Agreement, the Security Agreement, the Assignor Patent Security Agreement, and all rights and interests of the Agent, for the benefit of the Banks and the Agent, in and to the Collateral (including the Supplemental Patent Collateral) thereunder, are hereby ratified, confirmed, adopted and approved.

§3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

§3.1. Schedule A to the Assignor Patent Security Agreement (the "*Existing Schedule A*"), is hereby amended and supplemented by Schedule A to this Agreement (the "*New Schedule A*"). The Assignor represents and warrants that, together, the Existing Schedule A and the New Schedule A constitute a true and complete list of all Patents.

§3.2. The term "Patent Collateral", as defined and used in the Assignor Patent Security Agreement, shall include, as of the time of the Assignor's acquisition of any right, title or interest therein or thereto, the Supplemental Patents, the Supplemental Patent License Rights, the Supplemental Patent Rights, the Supplemental Proceeds and the Supplemental Patent Collateral.

§3.3. The Assignor represents and warrants that all representations and warranties of the Assignor as set forth in Section 3 of the Assignor Patent Security Agreement, are true and correct in all material respects on and as of the date hereof. All such representations and warranties are hereby ratified, affirmed and incorporated herein by reference, and such representations and

- 4 -

warranties are applicable to the Patent Collateral and the Supplemental Patent Collateral with the same force and effect as though set forth herein in their entirety.

§3.4. All rights, interests, duties, obligations, liabilities, covenants, agreements and remedies of each of the Assignor and the Agent with respect to each other and/or the Patents (including without limitation the Supplemental Patent Collateral) or any portion thereof, as set forth in the Assignor Patent Security Agreement and the Security Agreement, are hereby ratified, confirmed, adopted, approved and incorporated herein by reference; and such rights, duties, obligations, liabilities, covenants, agreements and remedies are applicable to the parties and the Patents (including without limitation the Supplemental Patent Collateral) with the same force and effect as though set forth herein in their entirety.

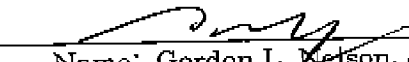
§4. OTHER TERMS AND CONDITIONS OF THE ASSIGNOR PATENT SECURITY AGREEMENT. This Agreement incorporates by reference all other terms and conditions contained in the Assignor Patent Security Agreement to the extent that such terms and conditions are not inconsistent with the provisions set forth in this Agreement, with the same force and effect as though set forth herein in their entirety. Without limiting the foregoing, the parties expressly agree and acknowledge that Section 12 (Termination) of the Assignor Patent Security Agreement shall remain in full force and effect.

[Signature page follows]

-5-

IN WITNESS WHEREOF, the Assignor and the Agent, each by its own duly authorized officer, have duly executed this Agreement as of the date first set forth above.

HOVEROUND CORPORATION

By: 
Name: Gordon L. Nelson, Jr.
Title: Vice President

WOODSIDE CAPITAL PARTNERS II, LLC,
as Agent

By: WOODSIDE CAPITAL MANAGEMENT, LLC,
Its Manager

By: _____
Name: David Ray
Title: Executive Vice President

- 5 -

IN WITNESS WHEREOF, the Assignor and the Agent, each by its own duly authorized officer, have duly executed this Agreement as of the date first set forth above.

HOVEROUND CORPORATION

By: _____
Name: Gordon L. Nelson, Jr.
Title: Vice President

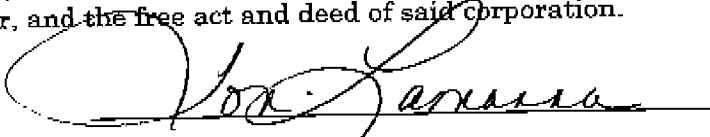
**WOODSIDE CAPITAL PARTNERS II, LLC,
as Agent**

By: WOODSIDE CAPITAL MANAGEMENT, LLC,
Its Manager

By:  _____
Name: David Ray
Title: Executive Vice President

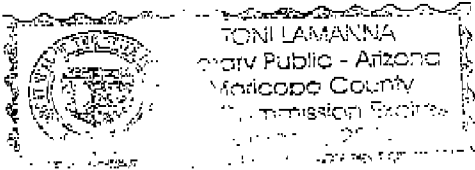
STATE OF *ARIZONA*)
) ss.:
COUNTY OF *MARICOPA*)

Before me, the undersigned, this 7th day of ~~November, 2003~~ *January 2004*, personally appeared Gordon L. Nelson, Jr., known to me to be the Vice President of Hoveround Corporation, signer of the foregoing instrument, and that he as such officer, acknowledged the execution of the same to be his free act and deed individually and as such officer, and the free act and deed of said corporation.



Notary Public
My commission expires:

STATE OF)
) ss.:
COUNTY OF)



Before me, the undersigned, this ___ day of November, 2003, personally appeared David Ray, known to me to be the Executive Vice President of Woodside Capital Management, LLC, a Massachusetts limited liability company, as manager for and on behalf of Woodside Capital Partners II, LLC, signer of the foregoing instrument, and that he as such Executive Vice President, acknowledged the execution of the same to be his free act and deed individually and as such Executive Vice President, and the free act and deed of said limited liability company.

Notary Public
My commission expires:

STATE OF)
) ss.:
COUNTY OF)

Before me, the undersigned, this ____ day of November, 2003, personally appeared Gordon L. Nelson, Jr., known to me to be the Vice President of Hoveround Corporation, signer of the foregoing instrument, and that he as such officer, acknowledged the execution of the same to be his free act and deed individually and as such officer, and the free act and deed of said corporation.

Notary Public
My commission expires:

STATE OF *Massachusetts*)
) ss.:
COUNTY OF *Middlesex*)

Before me, the undersigned, this *19th* day of November, 2003, personally appeared David Ray, known to me to be the Executive Vice President of Woodside Capital Management, LLC, a Massachusetts limited liability company, as manager for and on behalf of Woodside Capital Partners II, LLC, signer of the foregoing instrument, and that he as such Executive Vice President, acknowledged the execution of the same to be his free act and deed individually and as such Executive Vice President, and the free act and deed of said limited liability company.

Sandra McGrath

Notary Public
My commission expires:

Sandra McGrath
Notary Public
My Commission Expires
July 3, 2009

SCHEDULE A**Patents**

Patent No.	Title	Issue Date	Inventor
6,007,289	Wheelchair lift	December 28, 1999	Thomas Kruse Jeffrey Moone
6,105,706	Personal mobility vehicle with movable seat	August 22, 2000	Stanley C. Cooper

Applications

Application No.	Title	Application Date	Inventor
None			

SCHEDULE A**Patents**

Patent No.	Title	Issue Date	Inventor
6,007,289	Wheelchair lift	December 28, 1999	Thomas Kruse Jeffrey Moone
6,105,706	Personal mobility vehicle with movable seat	August 22, 2000	Stanley C. Cooper

Applications

Application No.	Title	Application Date	Inventor
None			