



LY

3/17/04

To the Honorable Commissioner of Pa.

102696471

ents or copy thereof.

1. Name of conveying party(ies):

ROTHANDBERG, INC.
MARCHON EYEWEAR INTERNATIONAL, INC.
MARCHON INTERNATIONAL, LTD.
R.B. MEXICO, INC.
DELTA ADD-POWER SYSTEMS, INC. (f/k/a "Marchon Delta Systems, Inc.)
OFFICEMATE SOFTWARE SOLUTIONS, INC.

2. Name and address of receiving party(ies):

FLEET NATIONAL BANK, as administrative agent

777 Main Street

City: Hartford State: Connecticut ZIP: 06115

Additional names(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other: _____

Execution Date: January 16, 2004

Additional name(s) & address(es) attached? Yes No

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:

Application Numbers:

Registration Numbers:

See Attached

See Attached

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Nora A. Whitescarver
Internal Address: Mayer, Brown, Rowe & Maw LLP
Street Address: 1909 K Street, NW
City: Washington State: D.C. ZIP: 20006

6. Total number of applications and patents involved: 9

7. Total fee (37 CFR 3.41) \$360.00

- Enclosed (Check No. 2997)
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Nora A. Whitescarver
Name of Person Signing

Signature

March 17, 2004
Date

Total number of pages including cover sheet, attachments and documents : 8

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Item A

United States Patents and Patent Applications

<u>Issued Patents:</u>		
<u>Patent</u>	<u>Patent Number</u>	<u>Issue Date</u>
Eyeglasses with Removable Unitary Lens	Design – 445,821	7/31/2001
Eyeglasses with Removable Unitary Lens	Utility – 6,234,627	5/22/2001
Marchon "FLEXON" Patent	4,772,112	9/20/1988
Marchon "FLEXON" Patent	4,896,955	1/30/1990
Marchon "CHUK" Patent	5,042,934	8/27/1991
Marchon "CHUK" Patent	5,343,259	8/30/1994
<u>Unfiled Patent Applications:</u>		
<u>Patent Application</u>	<u>Serial Number</u>	<u>Filing Date</u>
Eyeglass Ear Stem with Grommet Design	not yet filed	N/A

Item B

Patent Licenses

<u>Name of Licensor</u>	<u>Date of Agreement</u>
Made in the Shades Optical, Inc.	5/7/2002 U.S. Patent No. 5,696,571
Eschenbach Optik GmbH & Co.	6/30/1996 European Patent No. 0 146 317 B1 European Patent No. 0 310 628 B1
Microvision Optical, Inc. (Folding Frame License)	4/3/2003 U.S. Patent No. 5,929,966
Microvision Optical, Inc. (Airlock)	3/15/2001 U.S. Patent No. 6,024,445
Maui Jim, Inc.	8/1/1999

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of January 16, 2004 (this "Agreement"), is made between **ROTHANDBERG, INC.**, a New York corporation, **MARCHON EYEWEAR, INTERNATIONAL, INC.**, a Delaware corporation, **MARCHON INTERNATIONAL, LTD.**, a Delaware corporation, **R.B. MEXICO, INC.**, a New York corporation, **DELTA ADD-POWER SYSTEMS, INC.** (f/k/a "Marchon Delta Systems, Inc.") a Delaware corporation, each having its principal place of business at 35 Hub Drive, Melville, New York 11747, **OFFICEMATE SOFTWARE SOLUTIONS, INC.**, a Delaware corporation having its principal place of business at 16 Technology Drive, Suite 100, Irvine, California 92618-2323 (the "Grantors"), in favor of FLEET NATIONAL BANK, as administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Lenders.

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of May 10, 2000 (as amended, supplemented, amended and restated, or otherwise modified from time to time, the "Credit Agreement"), among the Grantors, the Administrative Agent, and the other Lenders party thereto, the Lenders have made extensions of credit to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered an Amended and Restated Security Agreement, dated as of January 16, 2004 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure all Obligations (as defined in the Credit Agreement); and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree, for the benefit of each of the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantors hereby grant to the Administrative Agent, for its benefit and the ratable benefit of each of the other Lenders, a continuing security

interest in all of the following property owned by the Grantors, whether now or hereafter existing or acquired by the Grantors (the "Patent Collateral"):

(a) all of their United States letters patent and applications for letters patent, including all patent applications in preparation for filing and each patent and patent application referred to in Item A of Schedule I attached hereto;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (a);

(c) all of their patent licenses, and other agreements providing the Grantors with the right to use any items of the type referred to in clauses (a) and (b) above, including each patent license referred to in Item B of Schedule I attached hereto; and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent license referred to in clauses (a), (b) and (c) above.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of the Administrative Agent in the Patent Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each of the other Lenders under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to all Patent Collateral. Upon any sale or other transfer by Grantor of any Patent Collateral that is permitted, or not prohibited, by the Credit Agreement, the security interest in such Patent Collateral shall be automatically released. Upon any such termination, the Administrative Agent will, at the Grantors' sole expense, deliver to the Grantors, without any representations, warranties or recourse of any kind whatsoever, all Patent Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

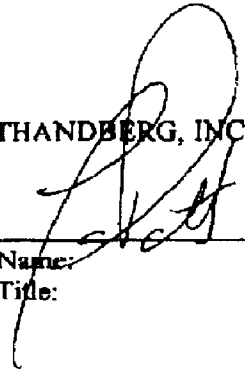
SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

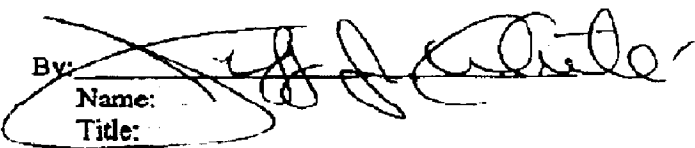
* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

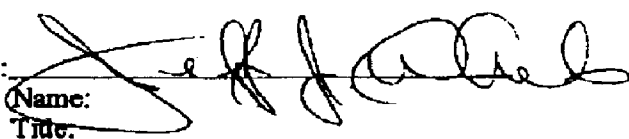
ROTHANDBERG, INC.

By: 
Name:
Title:

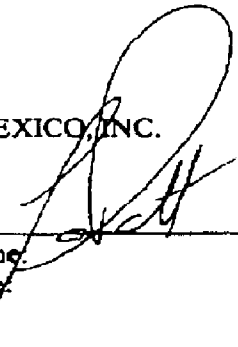
MARCHON EYEWEAR INTERNATIONAL,
INC.

By: 
Name:
Title:

MARCHON INTERNATIONAL, LTD.

By: 
Name:
Title:

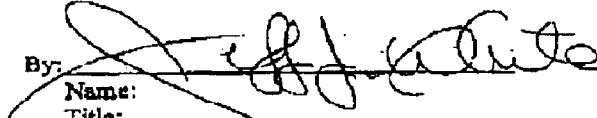
R.B. MEXICO, INC.

By: 
Name:
Title:

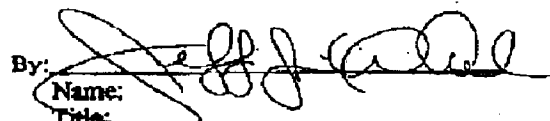
1719045R/ 011504 1K54E 03216859

Exhibit A

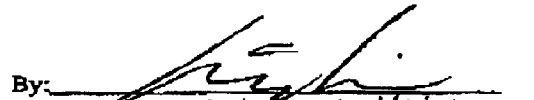
DELTA ADD-POWER SYSTEMS, INC.

By: 
Name:
Title:

OFFICEMATE SOFTWARE SOLUTIONS, INC.

By: 
Name:
Title:

FLEET NATIONAL BANK,
as Administrative Agent

By: 
Name: Michael S. Hoins
Title: Senior Vice President

17190458.7 0115941854B 03216859

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Doc #: NY6658161.2