

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Hy9 Corporation	07/07/2005

RECEIVING PARTY DATA

Name:	Robert W. Rines (as agent)
Street Address:	65 East India Row
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02210

PROPERTY NUMBERS Total: 9

Property Type	Number
Application Number:	10351740
Application Number:	60363672
Application Number:	10393772
Application Number:	10637483
Patent Number:	5904754
Patent Number:	6171574
Patent Number:	6238465
Patent Number:	6103028
Patent Number:	6312362

CORRESPONDENCE DATA

Fax Number: (617)832-7000

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 6178327172

Email: jrabin@foleyhoag.com

Correspondent Name: John Rabin

Address Line 1: 155 Seaport Boulevard

PATENT

500038964

REEL: 016237 FRAME: 0238

CH \$360.00 10351740

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:

Gerald O'Connor

Total Attachments: 16

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Hy9 CORPORATION

NOTE PURCHASE AND SECURITY AGREEMENT

This Agreement is dated as of June ____, 2005 by and among Hy9 Corporation, a Massachusetts corporation (the "Company"), and the individuals and entities listed on Exhibit A hereto under the heading "Initial Purchasers" (the "Initial Purchasers"), who become parties to this Agreement by executing and delivering a financing signature page in the form of Exhibit B hereto or such other form as may be acceptable to the Company and the individuals and entities who become parties to this Agreement after the date hereof in accordance with Section 2.2 hereof (the "Additional Purchasers"). The Initial Purchasers and any Additional Purchasers are collectively referred to as the "Purchasers."

In consideration of the mutual promises and covenants contained in this Agreement, the parties hereto agree as follows:

1. Authorization; Sale of Shares and Notes; Security Interest

1.1 Authorization. The Company has duly authorized the sale and issuance, pursuant to the terms of this Agreement, of 5% Secured Convertible Promissory Notes in the form attached hereto as Exhibit C and incorporated herein by reference (the "Notes"), and will, before the closing of a Qualified Financing (as defined in Section 1.3(i) below have duly authorized the sale and issuance, pursuant to the terms of this Agreement and the Notes, of a sufficient number of Qualified Financing Shares for issuance upon conversion of the Notes.

1.2 Use of Proceeds. The Company will use the proceeds from the sale of the Notes for product development and other general corporate purposes. The Company will not use any proceeds to pay any liabilities outstanding as of the date hereof representing either accrued salaries in amounts exceeding accruals for the current period or deferred compensation to employees.

1.3 Mandatory Conversion. The conversion of the Principal Amount of the Note, together with any accrued interest ("Conversion Amount") shall or may occur as follows:

- (i) upon the closing by the Company of an equity financing in which the Company receives gross cash proceeds of at least \$3,000,000 (a "Qualified Financing") all of the outstanding principal and interest of the Notes (the "Conversion Amount") will, at the option of the Company by majority vote of the board and pursuant to the terms hereof, (i) automatically convert into shares of the series of preferred stock or other equity security sold in such financing ("Qualified Financing Shares") at the same price and upon the same terms that such shares are sold to the investors in such financing or (ii) become due and payable in full out of the proceeds of such Qualified Financing on the tenth business day following the closing of the Qualified Financing; or

- (ii) in the event that the Company is merged into another company (except in a merger in which the primary purpose is to change the Company's state of domicile) or if substantially all of its assets or a majority of its stock are acquired by another company, then at the option of the Company by majority vote of the board, the Conversion Amount shall (i) immediately prior to the effective time or closing of such transaction convert into the shares of the Company's common stock at a per share price equivalent to the per share price or value established for the transaction or (ii) become due and payable in full on the tenth business day following the closing of the transaction.

The Purchaser agrees in any of the events set forth above to execute all necessary documents in connection with the conversion of the Note, including executing a definitive stock purchase agreement, investor rights agreement or similar document in the form agreed upon by and between, or required of the Purchaser as a condition by, the Company and an unaffiliated third party designated as the lead investor in the Qualified Financing.

1.4 Security Interest. Effective as of the Closing, the Company hereby grants to Purchasers a security interest in all of the Company's intellectual property rights, including without limitation all of the Company's right, title and interest of any kind in patents and applications therefor, trade secrets, copyright and trademarks, as well as all of the Company's other assets of any kind (as more particularly described in Exhibit D hereto, the "Collateral") as security for the due and punctual payment by the Company of the principal of, and any interest on, the Notes. The Company will file one or more financing statements as agreed upon by and between the Company and the Purchasers holding Notes constituting 60%, in aggregate principal amount outstanding of the Notes, then held by all Purchasers (a "Purchaser Majority"). The Purchasers may, by action of a Purchaser Majority, appoint an agent (the "Purchaser Agent") to exercise such powers and seek such remedies hereunder as may be available to a secured party under the Uniform Commercial Code, and each Purchaser hereby agrees and covenants that only the Purchaser Agent so appointed, if any, shall have the right to exercise any such power or seek any such remedy, and no individual Purchaser shall have the right to do so on his, her or its own behalf.

2. Closing

2.1 Closing. Subject to the terms and conditions of this Agreement, the closing (the "Closing") of the sale and purchase of the Notes under this Agreement shall take place at the offices of Foley Hoag LLP, 155 Seaport Boulevard, Boston, Massachusetts (or remotely via the exchange of documents and signatures) on the date of this Agreement (the "Closing Date"); provided, however, that the Company shall have received commitments (in the form of Financing Signature Pages signed by the Initial Purchasers and countersigned by the Company) for the purchase of Notes at the Closing having an aggregate original principal amount of at least \$200,000. At the Closing the Company shall deliver Notes to each Initial Purchaser in the original principal amount set forth next to the Initial Purchaser's name on the

signature page hereto, and each Initial Purchaser shall pay to the Company the purchase price in such amount.

3. Representations, Warranties and Covenants of the Company. Except as disclosed on Schedule 2 hereto, the Company hereby represents and warrants to and covenants with the Purchasers that:

3.1 Corporate Organization and Authority. The Company:

(a) is a corporation duly organized, validly existing, authorized to exercise all its corporate powers, rights and privileges, and in good standing in the Commonwealth of Massachusetts.

(b) has the corporate power and corporate authority to own and operate its properties and to carry on its business as now conducted and as proposed to be conducted.

3.2 Corporate Power. The Company has all requisite legal and corporate power and authority to execute and deliver the Agreement, to sell and issue the Notes hereunder, and to carry out and perform its obligations under the terms of the Agreement. Prior to the closing of a Qualified Financing, if any, as defined in the Notes, the Company will have all requisite legal and corporate power and authority to sell and issue the Qualified Financing Shares.

3.3 Authorization. All corporate action on the part of the Company, its officers, directors, and shareholders necessary for the authorization, execution, delivery, and performance of all obligations under the Agreement, and for the authorization, issuance, and delivery of the Notes has been taken. The Agreement constitutes a legally binding and valid obligation of the Company enforceable in accordance with its terms, except to the extent that such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, moratorium, or other laws of general application relating to or affecting enforcement of creditors' rights and laws concerning equitable remedies.

3.4 Disclosure. The Company has provided each Purchaser with a copy of the Company's latest business plan as well as all other information that the Purchaser has requested for deciding whether to purchase the Note, including all relevant financial information as of December 31, 2004, and March 31, 2005. To the Company's knowledge, neither this Agreement nor any other statements or certificates made or delivered in connection herewith contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements herein or therein not misleading in light of the circumstances under which they were made.

4. Representations, Warranties and Covenants of the Purchasers. Each Purchaser represents and warrants to and covenants with the Company as follows:

4.1 Authorization. When executed and delivered by the Purchaser, and assuming execution and delivery by the Company, the Agreement will constitute a valid obligation of the Purchaser, enforceable in accordance with its terms, except to the extent that such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, moratorium, or other laws of general application relating to or affecting enforcement of creditors' rights and laws concerning equitable remedies.

4.2 Brokers and Finders. The Purchaser has not retained any investment banker, broker, or finder in connection with the transactions contemplated by this Agreement.

4.3 Investment. The Purchaser is acquiring the Note as well as any Qualified Financing Shares (collectively, the "Securities") acquired for investment for the Purchaser's own account, not as a nominee or agent, and not with a view to the sale or distribution of any part thereof, and that the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing any Securities. By executing this Agreement, the Purchaser further represents that it has no contract, undertaking, agreement, or arrangement with any person to sell, transfer, or grant participation to such person or to any third person, with respect to any Securities.

4.4 No Public Market. The Purchaser understands and acknowledges that the offering of the Securities pursuant to this Agreement will not be registered under the Securities Act on the grounds that the offering and sale of securities contemplated by this Agreement are exempt from registration pursuant one or more exemptions under the Securities Act of 1933, as amended (the "Securities Act"), including without limitation the exemption provided by Section 4(2) thereof, and that the Company's reliance upon such exemption is predicated upon the Investor's representations as set forth in this Agreement. The Purchaser further understands that no public market now exists for any of the securities issued by the Company and that the Company has given no assurances that a public market will ever exist for the Company's securities.

4.5 Experience. The Purchaser represents that he, she or it: (a) has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of a prospective investment in the Note; (b) believes that he, she or it has received all the information requested from the Company that might be necessary or appropriate for deciding whether to obtain the Note; (c) has had the opportunity to discuss the Company's business, management, and financial affairs with the Company's management; (d) has the ability to bear the economic risks of this investment; and (e) is able, without materially impairing its financial condition, to hold the Securities for an indefinite period of time and to suffer a complete loss on this investment.

4.6 Accredited Investor. The Purchaser presently qualifies and will as of the Closing qualify as an "accredited investor" within the meaning of Regulation D of the rules and regulations promulgated under the Securities Act.

5. Legends and Restrictions in Transfer

5.1 Securities Act. The Securities shall bear such restrictive legends as the Company and the Company's counsel deem necessary or advisable under applicable law or pursuant to this Agreement, including, without limitation, the following:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). SUCH SECURITIES MAY NOT BE TRANSFERRED UNLESS A REGISTRATION STATEMENT UNDER THE ACT IS IN EFFECT AS TO SUCH TRANSFER OR, IN THE OPINION OF COUNSEL FOR THE COMPANY, REGISTRATION UNDER THE ACT IS UNNECESSARY IN ORDER FOR SUCH TRANSFER TO COMPLY WITH THE ACT OR UNLESS SOLD PURSUANT TO RULE 144 OF THE ACT."

5.2 No Transfer. The Notes may not be sold or transferred by the Purchaser before the Maturity Date, as that term is defined in the Notes, without the prior written consent of the Company.

6. Miscellaneous

Successors and Assigns. This Agreement shall not be assignable by any party without the written consent of the others; provided, that a merger to which the Company is a party shall not be considered an assignment requiring consent and provided further that the Company may assign this Agreement to any Person that acquires control of the stock, assets or business of the Company. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6.1 Survival of Representations and Warranties. All representations and warranties contained herein shall survive the execution and delivery of this Agreement and the closings of the transactions contemplated hereby.

6.2 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

6.3 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts without reference to the conflicts of law provisions thereof.

6.4 Notices. All notices, requests, consents, and other communications under this Agreement shall be in writing and shall be delivered by hand, sent via overnight courier, sent by facsimile, or mailed by first class certified or registered mail, return receipt requested, postage prepaid:

(a) If to the Company:

Hy9 Corporation
4 Colby Street
Medford, MA 02155

with a copy to:

Foley Hoag LLP
155 Seaport Boulevard
Boston, MA 02210
Attn: Gerard P. O'Connor, Esq.
Telecopy: (617) 832-7000

(b) If to a Purchaser, at the address set forth next to the Purchaser's name on the signature page hereto, or at such other address as may have been furnished in writing by such Purchaser to the Company.

Notices provided in accordance with this Section 6.4 shall be deemed delivered (i) upon personal delivery with signature required, (ii) one Business Day after they have been sent to the recipient by reputable overnight courier service (charges prepaid and signature required) (iii) upon confirmation of successful transmission of a facsimile message containing such notice if sent between 9 a.m. and 5 p.m., local time of the recipient, on any Business Day, and as of 9 a.m. local time of the recipient on the next Business Day if sent at any other time, or (iv) three Business Days after deposit in the mail. The term "Business Day" as used in this Section 6.4 shall mean any day other than Saturday, Sunday or a day on which banking institutions are not required to be open in The Commonwealth of Massachusetts.

6.5 Complete Agreement. This Agreement (including its Exhibits) constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

6.6 Amendments and Waivers. This Agreement may be amended or terminated and the observance of any term of this Agreement may be waived with respect to all parties to this Agreement (either generally or in a particular instance and either retroactively or prospectively), with the written consent of the Company and each Purchaser that then holds a Note that has not been repaid in full. No waivers of or exceptions to any term, condition or provision of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.

6.7 Pronouns. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa.

6.8 Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts (including, in the case of the Purchasers, Financing Signature Pages), each of which shall be deemed to be an original, and all of which shall constitute one and the

same document. This Agreement (including the Financing Signature Pages) may be executed by facsimile signatures.

6.9 Section Headings and References. The section headings are for the convenience of the parties and in no way alter, modify, amend, limit or restrict the contractual obligations of the parties. Any reference in this agreement to a particular section or subsection shall refer to a section or subsection of this Agreement, unless specified otherwise.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

Executed as of the date first written above.

COMPANY:

Hy9 CORPORATION



By: Sergey J. Altman

Title: President + CEO

[Signature Page to Convertible Note Purchase Agreement]

EXHIBIT A

<u>Name and Address of Initial Purchasers</u>	<u>Principal Amount of each Note to be Issued</u>
Walter Juda	\$200,000(1)
Douglas Holmes	\$50,000(2)
Angel Investor	\$75,000
Jon Rotenstreich	\$50,000
TOTAL	\$375,000(3)

(1) Includes \$150,000 advanced prior to June 2005.
(2) Includes \$25,000 advanced prior to June 2005.
(3) Includes \$175,000 advanced prior to June 2005.

EXHIBIT B

Note Purchase Agreement Signature Page

By execution and delivery of this signature page, the undersigned hereby agrees to become a Purchaser, as defined in that certain Note Purchase Agreement (the "Purchase Agreement") by and among Hy9 Corporation, a Massachusetts corporation (the "Company"), and the Purchasers (as defined in the Purchase Agreement), dated as of the Closing Date (as defined in the Purchase Agreement), acknowledges having read the representations in the Purchase Agreement section entitled "Representations, Warranties and Covenants of the Purchasers," and hereby represents that the statements contained therein are complete and accurate with respect to the undersigned as a Purchaser. The undersigned further hereby agrees to be bound by the terms and conditions of the Purchase Agreement as a "Purchaser" thereunder and authorizes this signature page to be attached to the Purchase Agreement or counterparts thereof.

Executed, in counterpart, as of the date set forth below.

By: _____
Name of Purchaser

By: _____
Title: _____

Date: _____

Amount Invested: \$ _____

Contact Person: _____

Telephone No.: _____

Telecopy No.: _____

Email Address: _____

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). SUCH SECURITIES MAY NOT BE TRANSFERRED UNLESS A REGISTRATION STATEMENT UNDER THE ACT IS IN EFFECT AS TO SUCH TRANSFER OR, IN THE OPINION OF COUNSEL FOR THE COMPANY, REGISTRATION UNDER THE ACT IS UNNECESSARY IN ORDER FOR SUCH TRANSFER TO COMPLY WITH THE ACT OR UNLESS SOLD PURSUANT TO RULE 144 OF THE ACT.

EXHIBIT C

Hy9 Corporation

**5% SECURED NON-NEGOTIABLE
CONVERTIBLE PROMISSORY NOTE**

\$ _____

Woburn, Massachusetts

June 20, 2005

For value received, the undersigned Hy9 Corporation, a Massachusetts corporation (the "Company"), promises to pay on the Maturity Date, as defined hereinafter, to _____ (the "Holder"), the principal sum of _____ United States Dollars (\$ _____), together with interest thereon, such interest to be payable at such rates and such times as are hereinafter specified.

This Note is issued pursuant to a Note Purchase Agreement by and between the Company and the Holder and the other Purchasers party thereto (the "Purchase Agreement"), and each holder of this Note, by his acceptance hereof, agrees to be bound by the provisions of the Purchase Agreement as may be in effect from time to time. This Note is one of a series of promissory notes in the minimum aggregate principal amount of \$200,000 and the maximum aggregate principal amount of \$700,000 issued or to be issued pursuant to the Note Purchase Agreements (the "Notes").

1. Interest and Principal

1.01 *Interest.* The Company shall pay interest on the outstanding principal amount of this Note from the date hereof until such principal amount is paid in full at the rate of five percent (5%) per annum.

1.02 *Principal.* The entire outstanding principal together with interest accrued thereon shall be due and payable on the earlier of (i) one year from the date hereof or (ii) subject to Section 2 below, the tenth business day after the completion by the Company of a Qualified Financing, as defined below (the "Maturity Date").

1.03 *Prepayment.* This Note may be prepaid at any time, at the Company's option, by paying the entire amount of principal and interest accrued thereon.

1.04 *Delivery of Payment.* All payments made hereunder shall be made by check mailed first class, postage paid to the Holder at the address set forth next to the Holder's signature in the Subscription Agreement or to such other address as the Holder may from time to time designate in writing

to the Company pursuant to the Subscription Agreement. Such payments shall be accompanied by a notice setting forth in reasonable detail (a) the amount of interest and principal being paid and (b) the remaining principal amount, if any. If any payment is required to be made on a day which is not a Business Day (as hereinafter defined) the date on which such payment is required to be made shall be extended to, and such payment shall be required to be made on, the next Business Day. "Business Day" shall mean a day other than Saturday, Sunday and any day which shall be in the City of Boston, Massachusetts, a legal holiday or a day on which banking institutions are authorized by law to close.

1.05 *Withholding.* If any part of the principal or interest payable to the Holder under this Note shall be subject to withholding under U.S. federal or state tax laws and regulations, the Company shall satisfy its payment obligations under this Section 1 with respect to any such amount by withholding and paying over to the Internal Revenue Service or such other taxing authority, from any sums payable to Holder under this Note, any and all amounts required by law to be so withheld.

2. Conversion

2.01 *Mandatory Conversion.* Upon the closing by the Company of an equity financing in which the Company receives gross cash proceeds of at least \$3,000,000 (a "Qualified Financing") all of the outstanding principal and interest of the Notes will, at the option of the Company by majority vote of the directors and pursuant to the terms and conditions of the Note Purchase Agreement, automatically convert into shares of the series of preferred stock or other equity security sold in such financing at the same price and upon the same terms that such shares are sold to the investors in such financing.

3. Defaults and Remedies

3.01 *Events of Default.* An "Event of Default" shall occur if:

- (a) the Company shall fail to pay the principal of or interest on this Note on the Maturity Date;
- (b) the Company pursuant to or within the meaning of any Bankruptcy Law (as defined below):
 - (i) commences a voluntary case;
 - (ii) consents to the entry of an order against it for relief in an involuntary case; or
 - (iii) makes a general assignment for the benefit of its creditors; or
- (c) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:
 - (i) is for relief against the Company in an involuntary case;
 - (ii) appoints a Custodian (as hereinafter defined) for all or substantially all of the assets of the Company; or
 - (iii) orders a liquidation of the Company.

The term "Bankruptcy Law" means Title 11, U.S. Code or any similar federal or state law. The term "Custodian" means any receiver, trustee, assignee, liquidator, or similar official under any Bankruptcy Law.

3.02 *Acceleration.* If an Event of Default occurs and is continuing, the holder of this Note may, by notice to the Company, declare the principal of and accrued interest on this Note to be immediately due and payable.

3.03 *Other Remedies.* If an Event of Default occurs and is continuing, the holder of this Note may pursue any available remedy to collect the payment of interest, principal or premium, if any, on this Note or to enforce any provision of this Note. A delay or omission by the holder of this Note in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver or acquiesce in the Event of Default. All remedies are cumulative to the extent permitted by law.

5. Miscellaneous

5.01 *Waiver of Presentment, Etc.* The undersigned hereby waives presentment, demand for payment, notice of dishonor, and any and all other notices or demands in connection with the delivery, acceptance, performance, default or enforcement of this Note, and hereby consents to any extensions of time, renewals, releases of any party to this Note, waivers or modifications that may be granted or consented to by the Holder in respect to the time of payment or any other provision of this Note. This Note has been issued by the Company pursuant to the authorization of its board of directors providing for the issuance of like Notes in the minimum aggregate principal amount of \$200,000 and the maximum aggregate principal amount of \$700,000 and may not be amended, nor any provision waived, except pursuant to the terms of Section 6.6 of the Note Purchase Agreement.

5.02 *Holder as Deemed Owner.* The Company may deem and treat the registered holder hereof as the absolute owner of this Note (whether or not this Note shall be overdue and notwithstanding any notice of ownership or writing hereon made by anyone other than the Company) for the purpose of receiving payment hereof or thereof or on account hereof and for all other purposes, and the Company shall not be affected by notice to the contrary. The Company will act as exclusive registrar for the Notes and any permitted transfers of Notes may be made through the Company in such capacity.

5.03 *Corporate Obligation.* It is expressly understood that this Note is solely a corporate obligation of the Company, and that any and all personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every promoter, subscriber, incorporator, shareholder, officer or director, as such, are hereby expressly waived and released by the holder hereof by the acceptance of this Note and as a part of the consideration for the issue hereof.

5.05 *Lost Documents.* Upon receipt by the Company of evidence satisfactory to it of the loss, theft, destruction or mutilation of this Note or any Note exchanged for it, and (in the case of loss, theft or destruction) of indemnity satisfactory to it, and upon reimbursement to the Company of all reasonable expenses incidental thereto, and upon surrender and cancellation of such Note, if mutilated, the Company will make and deliver in lieu of such Note a new Note of like tenor and unpaid principal amount and dated as of the original date of the Note.

5.06 *Governing Law.* **THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS (EXCLUSIVE OF THE LAWS GOVERNING CONFLICTS OF LAWS) OF THE COMMONWEALTH OF MASSACHUSETTS.**

Hy9 Corporation

By: _____

Name: _____

Title: _____



Steven T. Altman
President & CEO

Exhibit D

The "Collateral" consist of the Company's interest in and to all property, whether real or personal, of the type described in the following paragraphs:

(i) All of the Company's rights in intellectual property, including without limitation respect of now owned and hereafter acquired patents and patent rights and applications therefor, trade secrets, trademarks, trade names, good will, inventions, processes, distribution rights, common law and statutory copyrights and literary property rights, licenses, agreements, leases, royalties, franchises, permits and judgments, and any and all causes of action relating thereto including any and all claims for damages by way of past, present, and future infringements of any of the above rights, including without limitation the right to sue for and collect damages for any such infringement;

(ii) All of the Company's tangible personal property, including without limitation all motor vehicles, present and future inventory, goods, merchandise, furniture, fixtures, supplies, equipment and machinery, whether now owned or hereafter acquired, by the Company;

(iii) All of the Company's rights under all present and future contracts with respect to or relating to the creation or sale of its products;

(iv) All of the Company's rights under all licenses, leases, franchises, contracts or agreements issued or granted to or entered into by the Company from time to time hereafter;

(v) All of the Company's rights under all present and future leases of personal property;

(vi) All of the Company's now existing and hereafter arising Receivables (as hereinafter defined) and all monies and claims for money due or to become due to the Company under all of the Company's present and future Receivables ("Receivables" being deemed to mean all accounts, contract rights, chattel paper and general intangibles as those terms are defined in the Uniform Commercial Code as now in effect in the Commonwealth of Massachusetts);

(vii) All of the Company's right, title and interest in and to all fixtures with respect to all real and immovable property or leaseholds or hereafter owned by the Company;

(viii) All other personal property, assets and things of value of every kind and nature, tangible or intangible, absolute or contingent, legal or equitable, which the Company may be possessed of or entitled to or which are now owned or may be hereafter acquired by the Company; and

(ix) Any and all proceeds from the sale or other disposition of any of the property or rights described above, including without limitation any and all payments under insurance, indemnity or warranty payable in respect of any of the foregoing.