

Form PTO-1595 (Rev. 08/05)  
OMB No. 0951-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET PATENTS ONLY

Our Ref.: 299/64832

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

#### 1. Name of conveying party(ies)

Ultimate Technology Corporation

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

#### 3. Nature of conveyance/Execution Date(s):

Execution Date(s) December 21, 2006

- Assignment
- Security Agreement
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other
- Merger
- Change of Name

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

Name: U.S. Bank National Association

Internal Address: \_\_\_\_\_

Street Address: One US Bank Plaza

City: St. Louis

State: Missouri

Country: USA Zip: 63101

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

#### 4. Application or patent number(s):

A. Patent Application No.(s)

This document is being filed together with a new application.

B. Patent No.(s)  
D371,777

Additional numbers attached?  Yes  No

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

Name: Caroline G. Chicoine, #38198

Internal Address: \_\_\_\_\_

Street Address: One US Bank Plaza

City: St. Louis

State: Missouri Zip: 63101

Phone Number: 314-552-6499

Fax Number: 314-552-7499

Email Address: cohlcoine@thompsoncoburn.com

#### 6. Total number of applications and patents involved: 1

#### 7. Total fee (37 CFR 1.21(h) & 3.41 \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

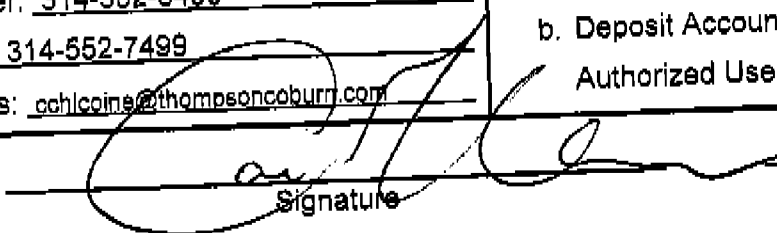
#### 8. Payment Information

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 20-0823

Authorized User Name \_\_\_\_\_

#### 9. Signature:



January 23, 2007

Date

Caroline G. Chicoine  
Name of Person Signing

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

12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 200823 D37177

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and entered into as of the 21st day of December, 2006, by ULTIMATE TECHNOLOGY CORPORATION, a New York corporation (the "Debtor"), in favor of U.S. BANK NATIONAL ASSOCIATION (the "Secured Party").

WITNESSETH:

WHEREAS, the Debtor and the Secured Party are herewith entering into that certain Loan Agreement dated as of the date hereof (as the same may from time to time be amended, modified, extended, renewed or restated, the "Loan Agreement"; all capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Loan Agreement); and

WHEREAS, as a condition precedent to the Secured Party entering into the Loan Agreement, the Secured Party has required that the Debtor execute and deliver this Agreement to the Secured Party; and

WHEREAS, in order to induce the Secured Party to enter into the Loan Agreement, the Debtor has agreed to execute and deliver this Agreement to the Secured Party; and

WHEREAS, this Agreement is being executed in connection with and in addition to the Security Agreement dated as of the date hereof and executed by the Debtor in favor of the Secured Party pursuant to which the Debtor has granted to the Secured Party a security interest in and lien on, among other things, all accounts, inventory, general intangibles, goods, machinery, equipment, books, records, goodwill, patents, patent applications, trademarks and trademark applications now owned or hereafter acquired by the Debtor and all proceeds thereof;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby covenants and agrees with the Secured Party as follows:

1. Grant of Security Interest. For value received, the Debtor hereby grants the Secured Party a security interest in and lien on all of the Debtor's right, title and interest in, to and under the following described property, whether now owned and existing or hereafter created, acquired or arising (collectively, the "Collateral"):

(a) all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each patent and patent application listed on Schedules A and B, respectively, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and/or hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and patent applications together with the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to herein as the "Patents");

(b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names, including, without limitation, common law rights and each mark and application listed on Schedules C and

D, respectively, attached hereto and incorporated herein by reference; and (i) renewals or extensions thereof, (ii) all income, damages and payments now and/or hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (b) are hereinafter collectively referred to herein as the "Trademarks");

(c) the goodwill of the Debtor's business connected with and symbolized by the Trademarks; and

(e) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b) and (c) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of (i) any and all of the present and future Borrower's Obligations, (ii) any and all present and future indebtedness (principal, interest, fees, collection costs and expenses and other amounts), liabilities and obligations (including, without limitation, guaranty obligations, letter of credit reimbursement obligations and indemnity obligations) of the Debtor to the Secured Party evidenced by or arising under or in respect of this Agreement and/or any other Transaction Document, (iii) any and all other indebtedness (principal, interest, fees, collection costs and expenses and other amounts), liabilities and obligations (including, without limitation, guaranty obligations, letter of credit reimbursement obligations and indemnity obligations) of the Debtor to the Secured Party of every kind and character, now existing or hereafter arising, absolute or contingent, joint or several or joint and several, otherwise secured or unsecured, due or not due, direct or indirect, expressed or implied in law, contractual or tortious, liquidated or unliquidated, at law or in equity, or otherwise, and whether heretofore, now or hereafter incurred or given by the Debtor as principal, surety, endorser, guarantor or otherwise, and whether created directly or acquired by the Secured Party by assignment or otherwise and (iv) any and all costs of collection, legal expenses and reasonable attorneys' fees and expenses incurred by the Secured Party upon the occurrence of any default or event of default under this Agreement, in collecting or enforcing payment of any such indebtedness, liabilities or obligations or in preserving, protecting or realizing on the Collateral under this Agreement or in representing the Secured Party in connection with bankruptcy or insolvency proceedings (hereinafter collectively referred to as the "Secured Obligations").

2. Representations, Warranties and Covenants of the Debtor. The Debtor hereby represents and warrants to the Secured Party, and covenants and agrees with the Secured Party, that:

(a) all of the Patents and all of the Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and are not at this time the subject of any challenge to their validity or enforceability;

(b) to the best of the Debtor's knowledge, each of the Patents and each of the Trademarks is valid and enforceable;

(c) except as set forth on Schedule E attached hereto and incorporated herein by reference, (i) no claim has been made that the use of any of the Patents and/or any of the Trademarks does or may violate the rights of any third person, (ii) no claims for patent infringement have been commenced in connection with any of the Patents and (iii) no claims for trademark infringement have been commenced in connection with any of the Trademarks;

(d) the Debtor is the sole and exclusive owner of the entire and unencumbered right,

title and interest in and to each of the Patents and each of the Trademarks, free and clear of any and all Liens, charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by the Debtor not to sue third persons;

(e) the Debtor has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(f) the Debtor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of each of the registered Patents and each of the registered Trademarks;

(g) the Debtor has the exclusive, royalty-free right and license to use each of the Patents and each of the Trademarks and agrees not to transfer any rights or interest in any of the Patents and/or any of the Trademarks during the term of this Agreement; and

(h) except as set forth on Schedule E attached hereto and incorporated herein by reference, the Debtor has no actual knowledge, and has not received any notice, of any suits or actions commenced or threatened with reference to any of the Patents and/or any of the Trademarks.

3. Inspection Rights: Product Quality. The Debtor will permit inspection of the Debtor's facilities which manufacture, inspect or store products sold under any of the Patents and/or any of the Trademarks and inspection of the products and records relating thereto by the Secured Party during normal business hours and at other reasonable times. The Debtor will reimburse the Secured Party upon demand for all reasonable costs and expenses incurred by the Secured Party in connection with any such inspection conducted by the Secured Party while any Default or Event of Default under the Loan Agreement has occurred and is continuing. A representative of the Debtor may be present during any such inspection, provided that a particular representative's availability or unavailability shall not inhibit or delay such inspection. The Debtor agrees (a) to maintain the quality of any and all products in connection with which any of the Trademarks are used, consistent with commercially reasonable practices and (b) to provide the Secured Party, upon the Secured Party's reasonable request from time to time, with a certificate of any officer of the Debtor certifying the Debtor's compliance with the foregoing.

4. Further Assurances. The Debtor hereby agrees that, until (a) all of the Secured Obligations have been fully, finally and indefeasibly paid in cash, (b) Secured Party shall have no further commitment or obligation to advance funds, make loans, issue letters of credit and/or extend credit to or for the account of the Debtor under the Loan Agreement, any other Transaction Document or otherwise, (c) no Letters of Credit remain outstanding, (d) no Swap Contracts between the Debtor and the Secured Party remain in effect and (e) the Loan Agreement has expired or been terminated in accordance with its terms, it will not, without the prior written consent of the Secured Party, enter into any agreement (for example, a license or sublicense agreement) which is inconsistent with the Debtor's obligations under this Agreement or the Loan Agreement and the Debtor agrees that it will not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to the Secured Party under this Agreement. The Debtor further agrees that at any time and from time to time, the Debtor will, at its expense, promptly execute and deliver to the Secured Party any and all further agreements, documents and instruments and take any and all further action that the Secured Party may request in good faith in order to perfect and protect the security interest granted hereby with respect to the Patents and the Trademarks or to enable the Secured Party to exercise its rights and remedies under this Agreement with respect to the same.

5. Additional Patents and Trademarks. If the Debtor (a) becomes aware of any existing Patents and/or Trademarks of which the Debtor has not previously informed the Secured Party, (b)

obtains rights to any new patentable inventions, Patents and/or Trademarks or (c) becomes entitled to the benefit of any Patents and/or Trademarks which benefit is not in existence on the date of this Agreement, the provisions of this Agreement shall automatically apply thereto and the Debtor shall give the Secured Party prompt written notice thereof.

6. Modification by the Secured Party. The Debtor authorizes the Secured Party to modify this Agreement by amending Schedules A, B, C and/or D to include any future Patents and/or Trademarks covered by Sections 1 and/or 5 hereof, without the signature of the Debtor if permitted by applicable law.

7. Use of Patents and Trademarks. So long as no Event of Default under the Loan Agreement has occurred and is continuing, the Debtor may use the Patents and the Trademarks in any lawful manner not inconsistent with this Agreement on and in connection with products sold by the Debtor, for the Debtor's own benefit and account and for none other.

8. Default. If any Event of Default under the Loan Agreement shall have occurred and be continuing, the Secured Party shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which any of the Patents and/or any of the Trademarks may be located and, without limiting the generality of the foregoing, the Secured Party may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Debtor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Patents and/or any of the Trademarks (together with the goodwill of the Debtor associated therewith), or any interest which the Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents and/or the Trademarks all expenses (including, without limitation, all expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations in the order and manner as the Secured Party, in its discretion, may elect. Notice of any sale or other disposition of any of the Patents and/or any of the Trademarks shall be given to the Debtor at least five (5) Business Days before the time of any intended public or private sale or other disposition of such Patents and/or Trademarks is to be made, which the Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Secured Party or any holder of any of the Secured Obligations may, to the extent permissible under applicable law, purchase any or all of the Patents and/or the Trademarks sold, free from any right of redemption on the part of the Debtor, which right is hereby waived and released. The Debtor agrees that upon the occurrence and continuance of any Event of Default, the use by the Secured Party of the Patents and the Trademarks shall be worldwide, and without any liability for royalties or other related charges from the Secured Party to the Debtor. If an Event of Default shall occur and be continuing, the Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name (for the benefit of itself) to enforce any or all of the Patents and/or Trademarks, and, if the Secured Party shall commence any such suit, the Debtor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement and the Debtor shall promptly, upon demand, reimburse and indemnify the Secured Party for all costs and expenses incurred by the Secured Party in the exercise of its rights under this Agreement. All of the Secured Party's rights and remedies with respect to the Patents and the Trademarks, whether established hereby, by the Security Agreement or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

9. Termination of Agreement. At such time as (a) all of the Secured Obligations have been fully, finally and indefeasibly paid in cash, (b) Secured Party shall have no further commitment or obligation to advance funds, make loans, issue letters of credit and/or extend credit to or for the account of the Debtor under the Loan Agreement, any other Transaction Document or otherwise, (c) no Letters of Credit remain outstanding, (d) no Swap Contracts between the Debtor and the Secured Party remain in effect and (e) the Loan Agreement has expired or been terminated in accordance with its terms, this Agreement shall terminate and the Secured Party shall execute and deliver to the Debtor

all instruments as may be necessary or proper to extinguish the Secured Party's security interest therein, subject to any disposition thereof which may have been made by the Secured Party pursuant to this Agreement.

10. Expenses. Any and all fees, costs and expenses of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and expenses incurred by the Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or other amounts in connection with protecting, maintaining or preserving the Patents and/or Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents and/or the Trademarks, shall be borne and paid by the Debtor on demand by the Secured Party and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at a rate per annum equal to the lesser of Two Percent (2%) over and above the Adjusted Base Rate (which interest rate shall fluctuate as and when the Adjusted Base Rate shall change) or the highest rate of interest allowed by law from the date incurred until reimbursed by the Debtor.

11. Preservation of Patents and Trademarks. The Debtor shall have the duty and the obligation (a) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date of this Agreement or hereafter, (b) to make application on unpatented but patentable inventions and on trademarks and service marks, as commercially reasonable and (c) to preserve and maintain all rights in the Patents and the Trademarks, as commercially reasonable. Any expenses incurred in connection with the Debtor's obligations under this Section 11 shall be borne by the Debtor.

12. The Secured Party Appointed Attorney-In-Fact. If any Event of Default under the Loan Agreement shall have occurred and be continuing, the Debtor hereby authorizes and empowers the Secured Party to make, constitute and appoint any officer or agent of the Secured Party as the Secured Party may select, in its sole discretion, as the Debtor's true and lawful attorney-in-fact, with the power to endorse the Debtor's name on all applications, documents, papers and instruments necessary for the Secured Party to use the Patents and/or the Trademarks, or to grant or issue any exclusive or non-exclusive license under the Patents and/or the Trademarks to anyone else, or necessary for the Secured Party to assign, pledge, convey or otherwise transfer title to or dispose of the Patents and/or the Trademarks to anyone else. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

13. No Waiver. No course of dealing between the Debtor and the Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of the Secured Party, any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Amendments. This Agreement is subject to amendment or modification only by a writing signed by the Debtor and the Secured Party, except as provided in Section 6 above.


16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that the Debtor

may not assign, transfer or delegate any of its rights, obligations or duties under this Agreement.

17. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, the Debtor has executed this Patent and Trademark Security Agreement as of the 21st day of December, 2006.

ULTIMATE TECHNOLOGY CORPORATION (the "Debtor")

By   
Samuel J. Villanti, President and Chief Executive Officer

SCHEDULE AUnited States Registered Patents

PATENT NO.	DATE ISSUED	TITLE
D371,777	July 16, 1996	Keyboard Ornamental Design



SCHEDULE B

United States Patent Applications

NONE

SCHEDULE CUnited States Registered Trademarks

MARK	SERIAL/REG. NO.
"Ultimate Technology"	2,022,127
U Ultimate Technology & Design	2,900,759

SCHEDULE D

United States Trademark Applications

NONE

SCHEDULE ENotice of Claim

On October 6, 2005, the Borrower received a letter from Acacia Technologies Group ("Acacia") claiming that certain unidentified products of the Borrower were infringing an Acacia patent (US Patent #4,707,592). The Borrower has not responded to this letter and has received no subsequent communications from Acacia regarding this matter.