

RE

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03-13-2002



HEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Honorable Commissioner of Pat.

102013785

... original documents or copy thereof.

1. Name of conveying party(ies): *2.27.02*
 PATRIOT SCIENTIFIC CORPORATION

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

2. Name of receiving party(ies)
 SWARTZ PRIVATE EQUITY, LLC

3. Nature of conveyance:

[] Assignment [] Merger
 [X] Security Agreement [] Change of Name
 [] Other:

Execution Date: November 5, 2001

300 Colonial Center Parkway
 Suite 300
 Roswell, Georgia 30076

Additional name(s) attached? [] Yes [X] No

4. Application number(s) or registration number(s):
 If this document is being filed together with a new application, the execution date of the application is:
 A. Trademark application No.(s) Trademark Registration No.

[See attached schedule]

Additional numbers attached? [] Yes [x] No

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

John J. Timar
WOMBLE CARLYLE SANDRIDGE & RICE
P.O. Box 7037
Atlanta, Georgia 30357-0037

6. Total number of applications/registrations involved: 8

7. Total fee (37 CFR 3.41) \$215.00
 [X] Enclosed
 [] Authorized to be charged to deposit account

Certificate of Mailing
 I hereby certify that this document is being deposited as First Class Mail in an envelope addressed to Assistant Commissioner for Patents, Washington D.C., 22202 on 2/14/02.

[Signature]

8. Deposit Account Number:
 50-0517
 (Attach duplicate copy of this page if paying by Deposit Account)

03/12/2002 DBYRNE 00000031 500517 75699034

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01 FC:481 40.00 CH
02 FC:482 175.00 CH

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.

John J. Timar *John J. Timar* 2/14/02

Name of Person Signing Signature Date

Docket No. K077 9000 Total number of pages including cover sheet, attachments, and document: [9]

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

SCHEDULE OF TRADEMARK APPLICATIONS

Mark	Application No.	Filing Date
"NetShark"	75/699,034	7/28/98
"PTSC"	76/170,283	11/21/00
"Driving Innovation"	76/167,143	11/16/00
"Ignite I"	76/159,514	11/03/00
"Ignite II"	76/159,517	11/03/00
"Ignite III"	76/159,515	11/03/00
"Ignite IV"	76/159,519	11/03/00
"JUICEtechnology"	76/265,801	05/31/01



101900980

To the Honorable Commissioner of

Send original documents or copy thereof.

1. Name of conveying party(ies): 11-20-01
PATRIOT SCIENTIFIC CORPORATION
Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name of receiving party(ies)
SWARTZ PRIVATE EQUITY, LLC
NOV 20 2001

3. Nature of conveyance:
[] Assignment [] Merger
[X] Security Agreement [] Change of Name
[] Other:
Execution Date: November 5, 2001

300 Colonial Center Parkway
Suite 300
Roswell, Georgia 30076
Additional name(s) attached? [] Yes [X] No

4. Application number(s) or registration number(s):
If this document is being filed together with a new application, the execution date of the application is:
A. Trademark application No.(s) Trademark Registration No.
[See attached schedule]
Additional numbers attached? [] Yes [x] No

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6. Total number of applications/registrations involved: 8
7. Total fee (37 CFR 3.41) \$215.00
[X] Enclosed
[] Authorized to be charged to deposit account
8. Deposit Account Number:
50-0517
(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.
John J. Timar
Name of Person Signing
Signature Date 11/20/01
Docket No. Total number of pages including cover sheet, attachments, and document: [9]

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

11/23/2001 GTOM11 00000112 75699034
01 FC:481 40.00 DP
02 FC:482 175.00 DP

Secured Promissory Note

For good value, PATRIOT SCIENTIFIC CORPORATION ("PATRIOT" or "Borrower") promises to pay to the order of SWARTZ PRIVATE EQUITY, LLC ("SWARTZ" or the "Holder") an amount equal to the Principal Balance (as defined below), together with interest at the rate of 5% per annum on the unpaid balance, paid in the following manner:

1. **Principal Amount and Offsets.** This promissory note (the "Note") is for an amount which shall initially equal \$565,000 (the "Initial Principal Amount"). The payments that have been made from SWARTZ to PATRIOT that make up the Initial Principal Amount are detailed on Schedule A attached. Upon mutual agreement of the parties, SWARTZ may advance additional amounts ("Additional Amounts") to PATRIOT which shall be documented on Schedule A, and signed by both parties. The Additional Amounts shall become part of the principal balance of this Note, and shall be secured by the Collateral. Anytime during the term of this Note that amounts become due and payable to PATRIOT by SWARTZ, SWARTZ may satisfy such payment by agreeing to reduce the Principal Amount by the amount of such payment (each, an "Offset"). Any Offset shall be documented in writing, and signed by both parties, on Schedule A to this Note. As used herein, "Principal Balance" shall mean the Initial Principal amount, as it may be increased or decreased from time to time by Additional Amounts or Offsets.
2. **Term, Interest and Payments.** The term of this Note is one (1) year from the date hereof, after which this Note shall become due and payable in full. The principal balance shall accrue interest at a rate of 5% per annum, beginning on November 5, 2001. Payments on the Note ("Payments") shall be due on the 1st day of each month beginning on January 1, 2002, if any Principal Balance remains on this Note. Each Payment shall be for an amount equal to at least 20% of the dollar trading volume for PATRIOT's common stock for the twenty (20) trading day period immediately preceding the date of such Payment. Payments shall be first applied to interest and the balance to principal. This Note may be prepaid at any time, in whole or in part, without penalty.
3. **Acceleration.** This Note shall, at the option of the Holder hereof upon written notice to the Borrower, become immediately due and payable in full upon the:
 - (a) Failure to make any payment within fifteen (15) days of its due date.
 - (b) Breach of any security interest, mortgage, loan agreement, pledge agreement or guarantee granted as collateral security for this Note.
 - (c) Filing by PATRIOT of an assignment for the benefit of creditors, bankruptcy or other form of insolvency, or by suffering an involuntary petition in bankruptcy or receivership not vacated within thirty (30) days.
 - (d) Any breach of the provisions of the provisions of Section 5 of this Note.
4. **Default.** If this Note shall be in default and placed for collection, PATRIOT shall pay all reasonable attorney fees and costs of collection. Payments shall be made to such address as may from time to time be designated by the Holder.

5. **Security.** As security for the Loan, the Borrower does hereby grant, pledge, transfer, sell, assign, convey and deliver to the Lender, and do grant to the Lender a security interest in, all of the right, title and interest of such Borrowers, in, to and under the following (hereinafter collectively referred to as the "Collateral"): All of the Company's patents, trademarks and other intellectual property, including but not limited to those set forth on Schedule B annexed hereto.

Except as otherwise set forth on Schedule C annexed hereto, the Borrower hereby represents that the Holder has a senior lien on the Collateral, and agrees not to grant any liens on the Collateral that are either senior to, or in parity with, the Holder's lien. The Borrower agrees to take all necessary actions to assist the Holder in perfecting the Holder's lien on each piece of Collateral within fifteen (15) days of the date hereof, including but not limiting to signing and delivering the appropriate forms.

6. **Weiver of Demand and Presentment.** PATRIOT and all other parties to this note, whether as endorsers, guarantors or sureties, shall remain fully bound until this note is paid and waive demand, presentment and protest and all notices thereto and further agree to remain bound, notwithstanding any extension, modification, waiver, or other indulgence or discharge or release of any obligor hereunder or exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by the Holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. The rights of the Holder hereof shall be cumulative and not necessarily successive.

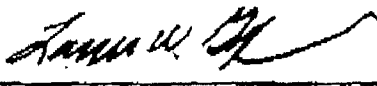
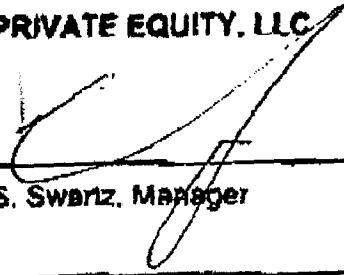
7. **Governing Law.** This note shall take effect as a sealed instrument and be governed and enforced in accordance with the laws of the state of Georgia.

8. **Arbitration.** Any controversy or claim arising out of or related to this Note or the breach thereof, shall be settled by binding arbitration in Atlanta, Georgia in accordance with the Expedited Procedures (Rules 53-57) of the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). A proceeding shall be commenced upon written demand by Company or any Investor to the other. The arbitrator(s) shall enter a judgment by default against any party, which fails or refuses to appear in any properly noticed arbitration proceeding. The proceeding shall be conducted by one (1) arbitrator, unless the amount alleged to be in dispute exceeds two hundred fifty thousand dollars (\$250,000). In which case three (3) arbitrators shall preside. The arbitrator(s) will be chosen by the parties from a list provided by the AAA, and if they are unable to agree within ten (10) days, the AAA shall select the arbitrator(s). The arbitrators must be experts in securities law and financial transactions. The arbitrators shall assess costs and expenses of the arbitration, including all attorneys' and experts' fees, as the arbitrators believe is appropriate in light of the merits of the parties' respective positions in the issues in dispute. Each party submits irrevocably to the jurisdiction of any state court sitting in Atlanta, Georgia or to the United States District Court sitting in Atlanta, Georgia for purposes of enforcement of any discovery order, judgment or award in connection with such arbitration. The award of the arbitrator(s) shall be final and binding upon the parties and may be enforced in any court having jurisdiction. The arbitration shall be held in such place as set by the arbitrator(s) in accordance with Rule 55.

Although the parties, as expressed above, agree that all claims, including claims that are equitable in nature, for example specific performance, shall initially be prosecuted in the binding arbitration procedure outlined above, if the arbitration panel dismisses or otherwise fails

to entertain any or all of the equitable claims asserted by reason of the fact that it lacks jurisdiction, power and/or authority to consider such claims and/or direct the remedy requested, then, in only that event, will the parties have the right to initiate litigation respecting such equitable claims or remedies. The forum for such equitable relief shall be in either a state or federal court sitting in Atlanta, Georgia. Each party waives any right to a trial by jury, assuming such right exists in an equitable proceeding, and irrevocably submits to the jurisdiction of said Delaware court. Delaware law shall govern both the proceeding as well as the interpretation and construction of this Note.

Dated: November 5, 2001

BORROWER: PATRIOT SCIENTIFIC CORPORATION By:  _____ Lowell Giffhorn, CFO	HOLDER: SWARTZ PRIVATE EQUITY, LLC By:  _____ Eric S. Swartz, Manager
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SCHEDULE A

Date	Funds Advanced to Patriot by Swartz	Parties' Signatures	Funds Offset Against the Principal Balance of the Note	Current Principal Balance of Note
8/10/01	\$25,000 \$90,000 (10)	<i>PATRIOT / SWARTZ</i> <i>[Signature]</i>		
9/24/01	\$125,000	<i>[Signature]</i>		
10/9/01	\$100,000	<i>[Signature]</i>		
10/23/01	\$125,000	<i>[Signature]</i>		
11/2/01	\$50,000	<i>[Signature]</i>		
11/5/01	\$75,000	<i>[Signature]</i>		\$565,000
EFFECTIVE 11/9/01		<i>[Signature]</i>	-\$227,800 Put #10	\$337,200
11/19/01	+\$100,000.	<i>[Signature]</i>		\$437,200

* = \$125,000 was wired to Patriot from Swartz on 9/10/01, of which \$35,000 was applied toward the Put Dollar Amount for Put #9, leaving a balance of ~~\$90,000~~ forwarded.

\$90,000 (10)

**Patriot Scientific Corporation
Intellectual Property Schedule**

Letter Patents

U.S. Patent No. 5,440,749	Issued August 8, 1995
U.S. Patent No. 5,457,784	Issued October 10, 1995
U.S. Patent No. 5,530,890	Issued June 25, 1996
U.S. Patent No. 5,604,915	Issued February 18, 1997
U.S. Patent No. 5,648,787	Issued July 15, 1997
U.S. Patent No. 5,659,703	Issued August 19, 1997
U.S. Patent No. 5,784,584	Issued July 21, 1998
U.S. Patent No. 5,809,336	Issued September 15, 1998
Japanese Patent No. 2966085	Issued October 25, 1999

Patent Applications

U.S. Patent Application Serial No. 09/779,995	Filed February 7, 2001
U.S. Patent Application Serial No. 09/872,762	Filed June 1, 2001
European Patent Application No. 97200767.8	Filed August 2, 1990
European Patent Application No. 96934069.4	Filed October 4, 1996
Japanese Patent Application No. 9-515848	Filed October 4, 1996

Trademarks

U.S. Trademark Application for the "ShBoom" mark, U.S. Class 21, Int Class 9 along with any and all good will associated therewith

U.S. Trademark Application for the "NetSuck" mark, U.S. Class 21, Int Class 9 along with any and all good will associated therewith 7/6/99, 2/4 7/23/98

U.S. Trademark Application for the "PTSC" mark, U.S. Class 21, Int Class 9 along with any and all good will associated therewith 7/6/170283 11/21/00

Exhibit # 8
P.S.C.

U.S. Trademark Application for the "Driving Innovation" mark, U.S. Class 21, Ind Class 9 along with any and all good will associated therewith 76/167143 11/16/00

U.S. Trademark Application for the "Ignite I" mark, U.S. Class 21, Ind Class 9 along with any and all good will associated therewith 76/159514 11/3/00

U.S. Trademark Application for the "Ignite II" mark, U.S. Class 21, Ind Class 9 along with any and all good will associated therewith 76/159517 11/3/00

U.S. Trademark Application for the "Ignite III" mark, U.S. Class 21, Ind Class 9 along with any and all good will associated therewith 76/159515 11/3/00

U.S. Trademark Application for the "Ignite IV" mark, U.S. Class 21, Ind Class 9 along with any and all good will associated therewith 76/159519 11/3/00

U.S. Trademark Application for the "JUICEtechnology" mark, U.S. Class 21, Ind Class 9 along with any and all good will associated therewith 76/265801 5/31/01

Exhibit # 8 11/00

Schedule C

Secured interest Senior to Swartz Private Equity LLC:

1. A UCCI Filing in favor of Silicon Valley Finance to secure advances against a \$400,000 accounts receivable factor line.

Amount outstanding on the factor line as of November 5th, 2001 equals less than \$10,000.