



102103553

To the Honorable Commissioner of Patents and Trademarks

attached original documents or copy thereof.

1. Name of conveying party(ies):

PATRIOT SCIENTIFIC CORPORATION

5-28-02

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
- Security Agreement
- Other: Amended Security Agreement and Addendum
- Merger
- Change of Name

Execution Date: October 9, 2001 (Amended Security Agreement); March 12, 2001 (Addendum)

300 Colonial Center Parkway
Suite 300
Roswell, Georgia 30076

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

FINANCE SECTION
MAY 13 2002 11 30 AM '02

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

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. 20231-0001

on 5/8/02

6. Total number of applications/registrations involved: 9

7. Total fee (37 CFR 3.41) \$240.00
 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

5/8/02

Name of Person Signing

Signature

Date

Docket No. K077 9000

Total number of pages including cover sheet, attachments, and document: [9]

05/24/2002 GT0N11 00000210 2241701

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:481

40.00 OP

02 FC:482

200.00 OP

ATLANTA 306603v1

TRADEMARK

REEL: 002513 FRAME: 0354

SCHEDULE OF REGISTERED TRADEMARKS

Mark	Registration No.	Registration Date
"NetShark"	2241701	4/27/99
"PTSC"	2492647	9/25/01
"Driving Innovation"	2485353	9/4/01
"CyberShark"	2080065	7/15/97

SCHEDULE OF TRADEMARK APPLICATIONS

Mark	Application No.	Application Date
"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

AMENDED SECURED PROMISSORY NOTE AND AGREEMENT

Amended Secured Promissory Note and Agreement

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 \$87,200 (the "Initial Principal Amount"). 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 October 9, 2001. Payments on this Note ("Payments") shall be due on the 1st day of each month beginning on January 1, 2002. 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. The Principal Balance and any accrued but unpaid interest shall be due and payable on October 9, 2002. 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 Section 5 of this Note.

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(e) The Failure of the Company, at any time after June 1, 2002, to have a sufficient number of shares of common stock authorized and reserved to cover the issuance of all of the Warrant Shares underlying all of the Note Warrants issued since the inception of this Note up through the date in question.

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. Notwithstanding any default or acceleration of this Note and regardless of whether the Warrant Shares underlying any or all of the Note Warrants are ever authorized and reserved for issuance, the Note Warrants shall be retained by Swartz and shall remain in full force and effect. In the event that the Company, at any time after June 1, 2002, does not have a sufficient number of shares authorized and reserved to cover the Warrant Shares underlying a particular Note Warrant or Note Warrants, then, in addition to any remedies under Section 3 above, the term of the affected Note Warrant(s) shall be extended by an amount of time equal to the period beginning on June 1, 2002 through the date (the "Reservation Completion Date") that the Company authorizes and reserves a sufficient number of shares of common stock to cover the Warrant Shares underlying that affected Note Warrant(s).

5. Security. As security for the Loan, the Borrower does hereby grant, pledge, transfer, sell, assign, convey and deliver to the Holder, and do grant to the Holder 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 Borrower'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. Warrants. In partial consideration for the advancement by Swartz of the Initial Principal Amounts and the Additional Amounts, Patriot agrees to issue to Swartz a number of warrants (the "Warrants" or "Note Warrants") to purchase common stock of Patriot, as described below:

In connection with the Initial Principal Amount, Patriot shall issue to Swartz a Warrant to purchase 719,400 shares of common stock, at an initial exercise price of \$0.10282 per share. In connection with each advance (each an "Advance") of Additional Amounts, Patriot shall issue to Swartz a Warrant to purchase a number of shares of common stock equal to the Additional Amounts advanced, multiplied by 8.25, at an initial exercise price of \$X per share, where X shall be defined as follows:

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Patriot (Final) Amended Secured Promissory Note

Patriot's Initials: MP Date: 3/11/02
Swartz's Initials: JS Date: 3/11/02

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"X" shall equal the average of the Modified VWAP's for each trading day in the period beginning on the date of the previous Advance and ending on the trading day immediately preceding the date of the current Advance.

"Modified VWAP" shall equal the lesser of (i) volume weighted average price ("VWAP") per share of Patriot's common stock for the trading day in question, as determined by Bloomberg L.P., minus \$0.05, or (ii) the VWAP per share of Patriot's common stock for the trading day in question, multiplied by 0.70.

The amounts and exercise prices of each Warrant, as described above, shall be documented on Schedule A, and initialed by each of the parties promptly following each Advance.

The Warrants shall be in the form attached hereto as Exhibit A, shall have a 5 year term and shall have reset provisions. The Warrants shall be issued to Swartz in a private placement (the "Private Placement") exempt from registration under Regulation D of the Securities Act of 1933. Holder is an accredited investor, as defined in Rule 501 of Regulation D, and has checked the applicable box set forth in Section 11 of this Agreement. The common shares issuable upon exercise of the Warrants (the "Warrant Shares") shall be restricted shares, but shall carry piggyback registration rights, as further described below.

7. Authorization and Reservation of Shares. The Company shall use its best efforts to, by not later than June 1, 2002, obtain the approval of its shareholders to amend its Certificate of Incorporation to increase the number of authorized shares by at least a number (the "Minimum Authorized Number") equal to the number of Warrant Shares underlying all Note Warrants issued since the inception of this Note up through the date of the amendment to the Certificate of Incorporation. Promptly after such amendment to the Certificate of Corporation, the Company shall reserve at least a number of shares equal to the Minimum Authorized Number for issuance to Swartz as Warrant Shares underlying the Note Warrants. The Company shall not reserve any of the shares newly authorized after the date hereof ("Newly Authorized Shares") for issuance to anyone other than Swartz until the Company has first reserved at least a number of shares equal to the Minimum Authorized Number for issuance to Swartz as Warrant Shares underlying Note Warrants issued or issuable pursuant to this Note.

8. Piggyback and Demand Registration. If anytime after the date hereof, the Borrower proposes to register (including for this purpose a registration effected by the Borrower for shareholders other than the Warrant Holders, as defined below) any of its Common Stock under the Securities Act in connection with the public offering of such securities solely for cash (other than a registration relating solely for the sale of securities to participants in a Company stock plan or a registration on Form S-4 promulgated under the Securities Act or any successor or similar form registering stock issuable upon a reclassification, upon a business combination involving an exchange of securities or upon an exchange offer for securities of the issuer or another entity), the Borrower shall, at such time, promptly give each holder of the Warrant, including but not limited to any assignee(s) of the original holder of the Warrant (each referred to herein as a "Warrant Holder"), written notice of such registration (a "Piggyback Registration Statement").

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Patriot (Final) Amended Secured Promissory Note

Patriot's Initials: MMO Date: 3/11/02

Swartz's Initials: AS Date: 3/11/02

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Upon the written request of each Warrant Holder given by fax within ten (10) days after mailing of such notice by the Borrower, the Borrower shall cause to be included in such registration statement under the Securities Act all of the Warrant Shares that each such Warrant Holder has requested to be registered ("Piggyback Registration"). Anytime that Swartz or its affiliates or assignees owns and holds Warrants representing, in the aggregate, a face amount in excess of ten million (10,000,000) Warrant Shares (notwithstanding any 4.99% limitations therein), Swartz may require the Company to file a registration statement (a "Demand Registration Statement") covering the resale of all of the Warrant Shares, within thirty (30) days of such request. Notwithstanding the above, the Company shall not be required to include in any Piggyback Registration Statement or any Demand Registration Statement Warrant Shares that are not authorized for issuance under the Company's Certificate of Incorporation.

9. Waiver 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.

10. Investor's Right of First Refusal and Rights of Participation. For any private capital raising transactions of Debt or Equity Securities (as defined below) of the Company which close after the date hereof and on or prior to March 15, 2003, not including any Note Warrants issued in conjunction with this Note, the Company agrees to deliver to the Holder, at least ten (10) days prior to the closing of such transaction, written notice describing the proposed transaction, including the terms and conditions thereof, and providing the Holder and its affiliates an option (the "Right of First Refusal") during the ten (10) day period following delivery of such notice to purchase the securities being offered in such transaction on the same terms as contemplated by such transaction. The Investor's Right of First Refusal may not be waived orally, but may be waived only by way of a writing signed by one of the members of the Holder. For purposes hereof, the following shall be collectively referred to herein as the "Debt or Equity Securities": (i) Common Stock or any other equity securities, (ii) any debt or equity securities which are convertible into, exercisable or exchangeable for, or carry the right to receive additional shares of Common Stock or other equity securities, or (iii) any securities of the Company pursuant to an equity line structure or similar format whereby the Company is entitled to sell securities to an investor from time to time. Notwithstanding the above, the Holder shall not have any Rights of First Refusal on any financing ("Excluded Financings") directly related to raising funds for the acquisition of Aspect Semiquip International, or other similar acquisitions, so long as such financing(s) closes prior to September 31, 2002 and do not exceed an aggregate of \$3,000,000.

With respect to Excluded Financings, the Holder shall have Rights of Participation, as described below. For any Excluded Financing (as defined above), the Company agrees to deliver to Holder, at least ten (10) days prior to the closing of such transaction, written notice

Patriot's Initials: MMO Date: 3/11/02
Swartz's Initials: JS Date: 3/11/02

TRADEMARK

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describing the proposed transaction, including the terms and conditions thereof, and providing the Holder and its affiliates an option (the "Right of Participation"), during the ten (10) day period following delivery of such notice, to participate in the offering by purchasing securities on the same terms as the securities being offered in such transaction in an amount equal to the aggregate amount of securities being issued to investors other than the Holder in such transaction.

The provisions in this section are in addition to and do not amend or replace any capital raising limitations, rights of first refusal or rights of participation provided for in any prior agreements between the parties.

11. 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 New York.

12. Arbitration. Any controversy or claim arising out of or related to this Note or the breach thereof, shall be settled by binding arbitration in New York, NY 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 Borrower or the Holder 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 New York, NY or to the United States District Court sitting in New York, NY 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 New York, NY. Each party waives any right to a trial by jury, assuming such right exists in an

Patriot's Initials: MM Date: 3/11/02
Swartz's Initials: JS Date: 3/11/02

equitable proceeding, and irrevocably submits to the jurisdiction of said New York court. New York law shall govern both the proceeding as well as the interpretation and construction of this Note.

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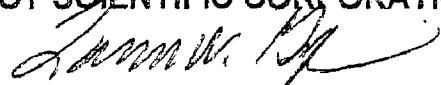

Patriot's Initials: MP Date: 3/11/02
Swartz's Initials: AS Date: 3/11/02



TRADEMARK

13. Accredited investor. Holder is an "accredited investor" because (check all applicable boxes):

- (a) it is an organization described in Section 501(c)(3) of the Internal Revenue Code, or a corporation, limited duration company, limited liability company, business trust, or partnership not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000.
- (b) any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person who has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of the prospective investment.
- (c) a natural person, who
 - is a director, executive officer or general partner of the issuer of the securities being offered or sold or a director, executive officer or general partner of a general partner of that issuer.
 - has an individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeding \$1,000,000.
 - had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year.
- (d) an entity each equity owner of which is an entity described in a - b above or is an individual who could check one (1) of the last three (3) boxes under subparagraph (c) above.
- (e) other [specify]

Dated: October 9, 2001

BORROWER: PATRIOT SCIENTIFIC CORPORATION By: <u></u> Lowell W. Giffhorn, CFO	HOLDER: SWARTZ PRIVATE EQUITY, LLC By: <u></u> Eric S. Swartz, Manager
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Patriot's Initials:  Date: 3/11/02
Swartz's Initials:  Date: 3/11/02

TRADEMARK

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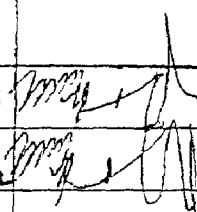
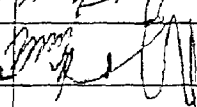
SCHEDULE A


Date	Funds Advanced to Patriot by Swartz	Number of Warrants Issuable in Connection With the Advance	Initial Exercise Price of Warrant	Parties' Signatures	Funds Offset Against the Principal Balance of the Note	Current Principal Balance of Note
10/9/01	\$87,200 (Initial Principal Amount)	719,400	\$0.10282	<i>MSW / CA</i>		\$87,200
10/23/01	\$125,000	1,031,250	\$0.10443	<i>MSW / CA</i>		\$212,200
11/2/01	\$50,000	412,500	\$0.06571	<i>MSW / CA</i>		\$262,200
11/5/01	\$75,000	618,750	\$0.09210	<i>MSW / CA</i>		\$337,000
11/19/01	\$100,000	825,000	\$0.11588	<i>MSW / CA</i>		\$437,200
12/3/01	\$125,000	1,031,250	\$0.08044	<i>MSW / CA</i>		\$562,200
12/17/01	\$125,000	1,031,250	\$0.08225	<i>MSW / CA</i>		\$687,200
12/28/01	\$100,000	825,000	\$0.07581	<i>MSW / CA</i>		\$787,200
1/14/02	\$150,000	1,237,500	\$0.07551	<i>MSW / CA</i>		\$937,200
1/28/02	\$100,000	825,000	\$0.05794	<i>MSW / CA</i>		\$1,037,200
2/12/02	\$75,000	618,750	\$0.04760	<i>MSW / CA</i>		\$1,112,200
2/15/02	\$25,000	206,250	\$0.08087	<i>MSW / CA</i>		\$1,137,200
2/25/02	\$75,000	618,750	\$0.05710	<i>MSW / CA</i>		\$1,212,200

Patriot (Final) Amended Secured Promissory Note

Patriot's Initials: *MSW* Date: *3/11/02*
 Swartz's Initials: *JS* Date: *3/11/02*

SCHEDULE A (continued from page 8)

Date	Funds Advanced to Patriot by Swartz	Number of Warrants Issuable in Connection With the Advance	Initial Exercise Price of Warrant	Parties' Signatures	Funds Offset Against the Principal Balance of the Note	Current Principal Balance of Note
3/12/02	\$200,000	1,650,000	\$0.07583			\$1,412,200
3/25/02	\$150,000	1,257,500	\$0.06282			\$1,262,200

Patriot's Initials:  Date: 4/12/02
 Swartz's Initials:  Date: 3-25-02

TRADEMARK

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SCHEDULE B

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**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. 09/779,395 Filed February 7, 2001
U.S. Patent Application Serial No. 09/872,762 Filed June 1, 2001
European Patent Application Serial No. 97200767.8 Filed August 2, 1990
European Patent Application Serial No. 96934069.4 Filed October 4, 1996
Japanese Patent Application Serial No. 9-515848 Filed October 4, 1996

Trademarks

U.S. Trademark Application for the "ShBoom" mark, U.S. Class 21, Ind Class 9 along with any and all good will associated therewith
U.S. Trademark Application for the "NetShark" mark, U.S. Class 21, Ind Class 9 along with any and all good will associated therewith 75/699,034 7/28/98
U.S. Trademark Application for the "PTSC" mark, U.S. Class 21, Ind Class 9 along with any and all good will associated therewith 76/170283 11/21/00

Patriot (Final) Amended Secured Promissory Note

Patriot's Initials: NSC

Date: 3/11/02

Swartz's Initials: ES

Date: 3/11/02

SCHEDULE C
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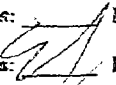
Secured Interest Senior to Swartz Private Equity, LLC:

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.

Patriot (Final) Amended Secured Promissory Note

 3/11/02
Patriot's Initials: _____ Date: _____

 3/11/02
Swartz's Initials: _____ Date: _____

ADDENDUM TO AMENDED SECURED PROMISSORY NOTE

**ADDENDUM TO
AMENDED SECURED PROMISSORY NOTE**

THIS AGREEMENT (this "Note Addendum" or "Agreement") is entered into as of March 12, 2002, by and among Patriot Scientific Corporation, a corporation duly organized and existing under the laws of the State of Delaware (the "Company") and Swartz Private Equity, LLC (hereinafter referred to as "Swartz" or "Lender"). This Note Addendum supplements the Amended Secured Promissory Note dated as of October 9, 2001 between the Company and Swartz (the "Secured Note" or the "Note") and amends and supersedes the agreement (the "Loan Advance Agreement") between the Company and Swartz dated on or about January 28, 2002, a copy of which is attached hereto as Exhibit A.

RECITALS:

WHEREAS, the Company and Swartz entered into the Secured Note dated as of October 9, 2001;

WHEREAS, Swartz agreed to loan one hundred thousand dollars (\$100,000) to the Company on or about January 28, 2002 subject to the terms of the Loan Advance Agreement;

WHEREAS, Swartz agreed to defer certain payments under the predecessor to the Secured Note pursuant to the Loan Advance Agreement from January 1, 2002 until June 1, 2002;

WHEREAS, as additional consideration for this Note Addendum, Swartz has agreed to loan an additional two hundred thousand dollars (\$200,000) to the Company subject to the terms hereof to further defer payments under the Secured Note from June 1, 2002 until October 9, 2002.

TERMS:

NOW, THEREFORE, in consideration of the mutual promises, representations, warranties, covenants and conditions set forth in this Note Addendum and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. *Advance of Funds.* The Company acknowledges the receipt of funds from Swartz in the amount of one hundred thousand dollars (\$100,000) on or about January 28, 2002 and the receipt of additional funds from Swartz in the amount of two hundred thousand dollars (\$200,000) on or about March 12, 2002, where the above \$300,000 aggregate amount is referred to herein as the "Advanced Funds."

2. *Deferral of Note Payments.* Swartz hereby agrees that the payments on the Note that would otherwise be due on the first day of each month beginning January 1, 2002 shall be deferred (the "Payment Deferral") until October 9, 2002, at which time all outstanding principal and accrued interest under the Note shall become due and payable in full. The parties acknowledge that the principal balance of the Note as of the close of business on March 12, 2002 is \$1,412,200.

3. *Consideration for Advanced Funds and Payment Deferrals.* As consideration for the Advanced Funds and the Payment Deferral, the Company agrees to the terms of this Note Addendum:

A. Secured Promissory Note. As part of the consideration for the advance of the Advanced Funds by Swartz to the Company and the Payment Deferral, and in addition to the other consideration set forth in this Note Addendum, the Advanced Funds shall become part of the balance of the Secured Note for all purposes (including but not limited to the issuance of the corresponding number of Note Warrants), and shall be repaid to Swartz in accordance with the terms of the Secured Note. The parties agree to sign a Schedule A pursuant to the Secured Note in order to document the addition of the Advanced Funds to the Promissory Note.

B. Issuance of Warrants. As part of the consideration for the advance of the Advanced Funds by Swartz to the Company and the Payment Deferral, on April 1, 2002 and on each three (3) month anniversary of April 1, 2002 thereafter (and if such date is not a business day, then on the next business day)(each, a "Snapshot Date") continuing throughout the term of this Agreement, the Company shall calculate a value for "X," as defined below, with respect to that Snapshot Date. Within three (3) business days of each Snapshot Date, the Company shall issue and deliver to the Lender warrants (the "Snapshot Warrants"), to purchase a number of shares of common stock of the Company ("Common Stock"), if any, equal to the value of "X" for that Snapshot Date.

For purposes hereof:

"X" = (0.20) multiplied by ["Current Adjusted FDO" minus 110,500,000 shares].

"Current Adjusted FDO" shall mean (i) the number of Fully Diluted Shares (as defined below) of Common Stock of the Company determined after the close of business on the Snapshot Date with respect to which Snapshot Warrants are being issued (the "Current Snapshot Date"), minus (ii) any Snapshot Warrants that are issued to Swartz under this Note Addendum, minus (iii) any shares or warrants ("Future Agreement Shares") that are issued to Swartz under any new agreement(s) which are entered into between Swartz and the Company after the date hereof (where, for purposes of this paragraph, it is expressly understood that any shares or warrants issued in the future pursuant to the existing Amended Secured Promissory Note between the parties shall not be considered to be Future Agreement Shares).

"Fully Diluted Shares" shall mean, as of a given date, the sum of (i) the number of shares of Common Stock of the Company that are issued and outstanding, plus (ii) the number of shares of Common Stock that are or may become issuable pursuant to the conversion or exercise of any outstanding warrants or other stock options, convertible debentures, convertible preferred stock, other convertible securities or any securities or agreements which carry with them the right to receive additional shares of Common Stock in the future.

"Evaluation Period" shall be defined as follows: For the first Snapshot Date occurring on April 1, 2002, "Evaluation Period" shall mean the period of time from January 28, 2002 through and including April 1, 2002, and for each Snapshot Date thereafter, "Evaluation Period" shall mean the period of time beginning on the date immediately following the Previous Active Snapshot Date through and including the Current Snapshot Date.

"Current Snapshot Date" shall mean the Snapshot Date for which "X" is being calculated.

"Previous Active Snapshot Date" shall mean the most recent Snapshot Date prior to the Current Snapshot Date where the 5 Day Average Price (as defined below) was less than \$1.00.

Notwithstanding the above, if the average closing bid price of the Company's common stock for the five (5) trading days immediately preceding a given Snapshot Date (the "5 Day Average Price") is greater than or equal to \$1.00 (subject to appropriate adjustments for stock splits), then no Snapshot Warrants shall be issued with respect to that Snapshot Date, provided that if the 5 Day Average Price for one or more subsequent Snapshot Dates is less than \$1.00 (subject to with appropriate adjustments for stock splits), then Snapshot Warrants shall be issued with respect to such subsequent Snapshot Dates as set forth in this Agreement.

The Snapshot Warrants shall be in the form of Exhibit B hereto, and shall initially be exercisable at the average closing bid price of the Company's common stock for the five (5) trading days immediately preceding the applicable Snapshot Date, shall have piggyback registration rights, reset provisions and shall have a 5-year term.

4. *Term.* The term of this Agreement shall be from the date hereof through the date that is 5 years after the date hereof.

5. *Opinion of Counsel.* Concurrently with the issuance and delivery of each Warrant hereunder, the Company shall deliver to the Lender an Opinion of Counsel (signed by the Company's independent counsel) covering the issuance of the Snapshot Warrants, and the issuance and resale of the Common Stock issuable upon exercise of the Snapshot Warrants.

6. *Change in Corporate Entity.* The Company shall not, at any time after the date hereof, enter into any merger, consolidation or corporate reorganization of the Company with or into, or transfer all or substantially all of the assets of the Company to, another entity unless the resulting successor or acquiring entity in such transaction, if not the Company (the "Surviving Entity"), (i) has Common Stock listed for trading on Nasdaq or on another national stock exchange and is a Reporting Issuer, (ii) assumes by written instrument the Company's obligations with respect to this Agreement and the Snapshot Warrants, and agrees by written instrument to reissue, in the name of the Surviving Entity, any Snapshot Warrants (each in the same terms, including but not limited to the same reset provisions, as the Snapshot Warrants originally issued or required to be issued by the Company pursuant to this Agreement) that are outstanding immediately prior to such transaction, making appropriate proportional adjustments to the number of shares represented by such Snapshot Warrants and the exercise prices of such Snapshot Warrants to accurately reflect the exchange represented by the transaction.

7. *Repayment of Funds.* Notwithstanding the full repayment of the Advanced Funds, this Agreement, including but not limited to the Company's obligation to issue the Snapshot Warrants, shall remain in full force and effect throughout the term hereof, and may not be terminated.

8. *Arbitration; Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made in and wholly to be performed in that jurisdiction, except for matters arising under the Act or the Securities Exchange Act of 1934, which matters shall be construed and interpreted in accordance with such laws. Any controversy or claim arising out of or related to the this Agreement or the breach

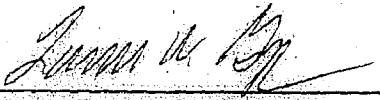
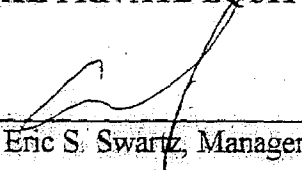
thereof, shall be settled by binding arbitration in New York, New York in accordance with the Expedited Procedures (Rules 53-57) of the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). A proceeding shall be commenced upon written demand by Company or any Lender to the other. 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 New York, New York or to the United States District Court sitting in New York 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 New York, New York. 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 New York court. New York law shall govern both the proceeding as well as the interpretation and construction of this Agreement and the transaction as a whole.

[INTENTIONALLY LEFT BLANK].

9. Secured Note Remains in Full Force and Effect. Except as otherwise expressly set forth herein, the terms of the Secured Note remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Note Addendum as of this 12th day of March, 2002.

PATRIOT SCIENTIFIC CORPORATION	LENDER: SWARTZ PRIVATE EQUITY, LLC.
By:  Lowell W. Giffhorn, CFO	By:  Eric S. Swartz, Manager
10989 Via Frontera San Diego, CA 92127 Telephone: (858) 674-5000 Facsimile: (858) 674-5005	300 Colonial Center Parkway Suite 300 Roswell, GA 30076 Telephone: (770) 640-8130 Facsimile: (770) 640-7150

April 23, 2002

Swartz Private Equity, LLC
Attn: Eric S. Swartz
300 Colonial Center Parkway, Suite 300
Roswell, GA 30076

Re: Amendment to Addendum to Amended Secured Promissory Note

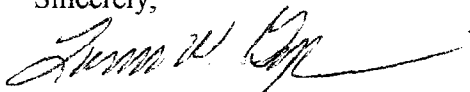
Dear Eric:

This letter sets forth in writing the agreement made during a telephone conversation between Mr. Brad Hathorn, Mr. Mike Kendrick and Ms. Jessica Wenzell on Monday, April 22, 2002 with regards to the calculation of the Current Adjusted FDO under the Addendum to Amended Secured Promissory Note dated March 12, 2002 (the "Note Addendum"), by and among Patriot Scientific Corporation, a Delaware corporation (the "Company") and Swartz Private Equity, LLC, a Georgia limited liability company ("Swartz"). Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Note Addendum.

Pursuant to the conversation noted above, the Company and Swartz herewith agree that any shares of Common Stock or warrants that are issued by the Company to Lincoln Ventures, LLC, an Arizona limited liability company, under any existing or future agreement shall be considered Future Agreement Shares and shall be deducted from the number of Fully Diluted Shares for purposes of calculating the Current Adjusted FDO pursuant to the Note Addendum.

Should you have any questions or require any additional information, please do not hesitate to contact me directly at any time.

Sincerely,



Lowell W. Giffhorn, CFO

ACKNOWLEDGED AND ACCEPTED:

SWARTZ PRIVATE EQUITY, LLC

By: _____

Eric S. Swartz, Manager

Dated: _____

4/23/2002