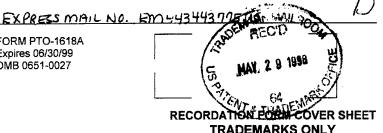


FORM PTO-1618A Expires 06/30/99 OMB 0651-0027



06-17-1998

100741320

O: The Commissioner of Patents and Tradema	· · · · · · · · · · · · · · · · · · ·
Submission Type	Conveyance Type
⊠ New	☐ Assignment ☐ License
Resubmission (Non-Recordation)	⊠ Security
Document ID #	Agreement Assignment
Correction of PTO Error	☐ Merger Effective Date
Reel # Frame #	Month Day Year 4/21/98
Corrective Document	☐ Change of Name
Reel# Frame#	☐ Other
Conveying Party	al names of conveying parties attached
	Execution Date Month Day Year
Name Buxton Acquisition Co., LLC	4/21/98
Formerly Canada Bartnership Clin	mited Partnership Corporation Association
	mited Partnership Corporation Association
TANKS I Limited Lightlift Company	
Other Limited Liability Company	
○ Other	on Delaware
☐ Citizenship/State of Incorporation/Organization	
☐ Citizenship/State of Incorporation/Organization	on Delaware ditional names of receiving parties attached
☐ Citizenship/State of Incorporation/Organization	
Citizenship/State of Incorporation/Organization	
Citizenship/State of Incorporation/Organization Receiving Party	
Citizenship/State of Incorporation/Organization Receiving Party	
☐ Citizenship/State of Incorporation/Organization Receiving Party ☐ Mark if add Name ☐ Citizen's Capital, Inc. DBA/AKA/TA ☐	
Citizenship/State of Incorporation/Organization Receiving Party	
Citizenship/State of Incorporation/Organization Receiving Party	
Citizenship/State of Incorporation/Organization Receiving Party	ditional names of receiving parties attached MA 02109
Citizenship/State of Incorporation/Organization Receiving Party	ditional names of receiving parties attached MA 02109 State/Country Zip Code
Citizenship/State of Incorporation/Organization Receiving Party	itional names of receiving parties attached MA 02109 State/Country Zip Code Limited Partnership If document to be recorded is an
Citizenship/State of Incorporation/Organization Receiving Party	itional names of receiving parties attached MA
Citizenship/State of Incorporation/Organization Receiving Party	itional names of receiving parties attached MA
Citizenship/State of Incorporation/Organization Receiving Party	ditional names of receiving parties attached MA
Citizenship/State of Incorporation/Organization Receiving Party	MA O2109 State/Country Zip Code Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document attached. from Assignment.)

12 FC:481 40.00 P

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice.

Mail documents to be recorded with required cover sheet(s) information to the condensus of the commissioner of Patents and Trademark Assign

Mail documents to be recorded with required cover sheet(s) information to the commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231



DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUM	MENTS TO THIS ADDRESS.
FORM PTO-1618A Page 2	U.S. Department of Commerce
Expires 06/30/99	Patent and Trademark Office
OMB 0651-0027	TRADEMARK
Domestic Representative Name and Address	Enter for the first Receiving Party only.
	Little for the first Necelving Farty only.
Name	
Address (line 1)	
Address (line 2)	
Address (line 3)	
Address (line 3)	
Address (line 4)	
Address (line 4)	
Correspondent Name and Address	and Museuman Control of the Control
Area Code and Telepho	ne Number (617) 248-7254
Name Deborah J. Peckham	
Address (line 1) Testa, Hurwitz & Thibeault, LLP	
/ today / today / today	
Address (line 2) High Street Tower	
Address (line 2) Tright cases to her	
Address (line 3) 125 High Street	
Address (line 5) 125 riigh obest	
Address (line 4) Boston, MA 02110	
Address (life 4) Boston, IMA 02110	
Pages Enter the total number of pages of the attached	# [
Pages Enter the total number of pages of the attached conveyance document including any attachments	# [18
Trademark Application Number(s) or Registration Number	er(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Regist	tration Number (DO NOT ENTER BOTH numbers for the
same property).	
Trademark Application Number(s)	Registration Number(s)
75/027,279 75/014,605	372,185 506,268 535,054
	544,695 578,592 630,857
	153,132 735,840 782,638
Number of Properties Enter the total number of pro	operties involved. # 35
Training of the post of the po	
	-0.44
Fee Amount Fee Amount for Properties Listed (37 CF	FR 3.41): \$ 890.00
Method of Payment: Enclosed ⊠	Deposit Account 📋
Deposit Account	· —
(Enter for payment by deposit account or if additional fee	s can be charged to the account.)
Deposit Account Number:	# 20-0531
Authorization to charge additional fe	
Statement and Signature	ormation is true and correct and any attached copy is a true copy of
the original document. Charges to deposit account are a	uthorized, as indicated herein.
the digital document. Only good to acpount agreement	May 29, 1988
Deborah J. Peckham, Esq.	· (40) 2 (1/7/2)



U.S. TRADEMARK Registrations

Buxton Acquisition Co, LLC-d/b/a Buxton Company (successor to DHP Limited Partnership- d/b/a Buxton Company)

783,046	1,278,008
783,047	1,290,067
783,452	1,346,173
806,179	1,391,597
824,477	1,613,852
1,002,797	1,706,775
1,172,938	1,748,499
1,193,631	1,815,915
1,197,268	1,869,589
1,207,918	2,041,036
1,218,386	2,042,972
1,224,257	2,051,293

526450-1



THIS SECURITY AGREEMENT IS SUBJECT TO A SUBORDINATION AGREEMENT ENTERED INTO AS OF THE DATE HEREOF AMONG CITIZENS CAPITAL, INC. AND FIRST UNION COMMERCIAL CORPORATION

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (the "Security Agreement"), dated as of April 21, 1998 is made by Buxton Acquisition Co., L.L.C., a Delaware limited liability company (the "Borrower") in favor of Citizens Capital, Inc., a Massachusetts corporation (the "Lender").

RECITALS

WHEREAS, pursuant to the Senior Subordinated Loan Agreement of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Senior Subordinated Loan Agreement"), between the Borrower and the Lender, the Lender has agreed to make loans to the Borrower, upon the terms and subject to the conditions set forth therein, to be evidenced by a secured promissory note (the "Note") issued by the Borrower thereunder.

WHEREAS, it is a condition precedent to the obligation of the Lender to make its loans to the Borrower under the Senior Subordinated Loan Agreement that the Borrower shall have executed and delivered this Security Agreement to the Lender, and granted the security interest hereinafter described.

WHEREAS, the Borrower desires to grant security interests to the Lender as set forth in this Security Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Lender to make its loans to the Borrower under the Senior Subordinated Loan Agreement, the Borrower hereby agrees with the Lender as follows:

1. <u>Defined Terms</u>. Unless otherwise defined herein, terms in capitals or defined in the Senior Subordinated Loan Agreement and used herein shall have the meaning set forth in the Senior Subordinated Loan Agreement. The following terms defined in the Uniform Commercial Code in effect in the Commonwealth of Massachusetts on the date hereof and used herein shall have the meaning set forth therein: Accounts, Chattel Paper, Documents, Equipment, Fixtures, General Intangibles, Goods, Instruments, Inventory and Proceeds; and the following terms shall have the following meanings:

"Code" means the Uniform Commercial Code as from time to time in effect in the Commonwealth of Massachusetts.



"Collateral" shall have the meaning assigned to it in Section 2 of this Security Agreement.

"Obligations" means: (i) the unpaid principal amount of, and interest on, the Note; (ii) all other obligations and liabilities of the Borrower to the Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Senior Subordinated Loan Agreement, the Note, this Security Agreement, and any other document executed and delivered in connection therewith or herewith; and (iii) each other obligation and liability, whether direct or indirect, absolute or contingent, due or to become due, or now or hereafter existing, of the Borrower to the Lender, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses (including, without limitation, all reasonable fees and disbursements of counsel to the Lender) or otherwise.

"Security Agreement" means this Security Agreement, as amended, supplemented or otherwise modified from time to time.

- Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, the Borrower hereby grants to the Lender a security interest in all of the tangible and intangible personal property and fixtures now owned or at any time hereafter acquired by the Borrower or in which the Borrower now has or at any time in the future may acquire any right, title or interest, including, but not limited to: (i) Accounts; (ii) Chattel Paper; (iii) Documents (iv) Equipment; (v) Fixtures; (vi) General Intangibles (including without limitation patents, letters patent, patent applications, trademarks, service marks, trade names and copyrights and any applications therefor or registrations, recordings, divisions, continuations, continuations-in-part, renewals, reissues or extensions thereof); (vii) Goods; (viii) Instruments; (ix) Inventory; (x) insurance claims and proceeds; (xi) books and records, computer programs, databases and other computer materials of the Borrower pertaining to any and all of the foregoing; (xii) to the extent not otherwise included. Proceeds and products of any and all of the foregoing; and (xiii) without limitation of the generality of the foregoing, and specifically including but not limited to, the patents copyrights and trademarks set forth on Schedule I hereto (collectively, the "Collateral"). Notwithstanding the foregoing, the Collateral shall not include the collateral subject to the Mortgage.
 - 3. Rights of the Lender and Limitations on the Lender's Obligations.
- (a) <u>Borrower Remains Liable Under Accounts.</u> Anything herein to the contrary notwithstanding, the Borrower shall remain liable under each of the Accounts to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise to each such Account. The Lender shall not have any obligation or liability under any Account (or any agreement giving rise thereto) by reason of or arising out of this Security Agreement or the receipt by the Lender of any payment relating to such Account pursuant hereto, nor



shall the Lender be obligated in any manner to perform any of the obligations of the Borrower under or pursuant to any Account (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Account (or any agreement giving rise thereto), to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

- (b) Notice to Account Debtors. Upon the request of the Lender at any time after the occurrence and during the continuance of an Event of Default, the Borrower shall notify account debtors on the Accounts that the Accounts have been assigned to the Lender and that payments in respect thereof shall be made directly to the Lender. The Lender may in its own name or in the name of others communicate with account debtors on the Accounts to verify with them to its satisfaction the existence, amount and terms of any Accounts.
- (c) Collections on Accounts. The Lender hereby authorizes the Borrower to collect the Accounts, and the Lender may curtail or terminate said authority at any time after the occurrence and during the continuance of an Event of Default. If required by the Lender at any time after the occurrence and during the continuance of an Event of Default, any payments of Accounts, when collected by the Borrower, shall be forthwith (and, in any event, within two Business Days) deposited by the Borrower in the exact form received, duly endorsed by the Borrower to the Lender if required, in a special collateral account maintained by the Lender, subject to withdrawal by the Lender only, as hereinafter provided, and, until so turned over, shall be held by the Borrower in trust for the Lender, segregated from other funds of the Borrower. All Proceeds constituting collections of Accounts while held by the Lender (or by the Borrower in trust for the Lender) shall continue to be collateral security for all of the Obligations and shall not constitute payment thereof until applied thereto by the Lender, or by the Borrower with the Lender's consent. If an Event of Default shall have occurred and be continuing, at any time at the Lender's election, the Lender shall apply all or any part of the funds on deposit in said special collateral account on account of the Obligations in such order as the Lender may elect, and any part of such funds which the Lender elects not so to apply and deems not required as collateral security for the Obligations shall be paid over from time to time by the Lender to the Borrower or to whomsoever may be lawfully entitled to receive the same. At the Lender's request, the Borrower shall deliver to the Lender all original and other documents evidencing, and relating to, the agreements and transactions which gave rise to the Accounts, including, without limitation, all original orders, invoices and shipping receipts.

4. Representations and Warranties

(a) <u>Title to Collateral</u>. The Borrower represents and warrants to the Lender that it has good title to all of the Collateral; including the Collateral acquired by the Borrower from time to time after the date hereof, free and clear of all liens, security interests and adverse interests in favor of any person or entity other than the Lender, with



the exception of the Permitted Liens set forth in the Senior Subordinated Loan Agreement.

- (b) <u>Necessary Filings</u>. All filings, registrations and recordings necessary, appropriate or reasonably requested by the Lender to create, preserve, protect and perfect the security interests granted by the Borrower hereby in respect of the Collateral and required to be made on or before the date hereof have been accomplished.
- (c) <u>Authorization. Enforceability</u>. The Borrower has full corporate power, authority and legal right to pledge and grant a security interest in all the Collateral pursuant to this Security Agreement. This Security Agreement constitutes the legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms.
- (d) <u>No Consents</u>. No consent authorization, approval, action by, or notice to any third party whatsoever is required for the execution, delivery and performance of this Security Agreement by the Borrower or for the exercise by the Lender of the rights or remedies provided for in this Security Agreement.
- 5. <u>Covenants and Warranties</u>. The Borrower covenants, warrants, and agrees with the Lender that, from and after the date of this Security Agreement until the Obligations are paid in full:
- (a) Further Documentation. At any time and from time to time, upon the written request of the Lender, and at the sole expense of the Borrower, the Borrower will promptly and duly execute and deliver such further instruments and documents and take such further action as the Lender may reasonably request for the purpose of obtaining or preserving the full benefits of this Security Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the security interests and liens created hereby. The Borrower also hereby authorizes the Lender to file any such financing or continuation statement without the signature of the Borrower to the extent permitted by applicable law. A carbon, photographic or other reproduction of this Security Agreement shall be sufficient as a financing statement for filing in any jurisdiction.
- (b) Maintenance of Records. The Borrower will keep and maintain at its own cost and expense satisfactory and complete records of the Collateral, including without limitation, a record of all payments received and all credits granted with respect to the Accounts. For the Lender's further security, the Borrower hereby grants to the Lender a security interest in all of the Borrower's books and records pertaining to the Collateral, and upon the occurrence and during the continuance of an Event of Default, the Borrower shall turn over any such books and records to the Lender or to its representatives during normal business hours at the request of the Lender.



- (c) Right of Inspection. The Lender shall have access during normal business hours, and upon reasonable prior notice, to all the books of record and account of the Borrower, and the Lender or its representatives may examine the same, take extracts therefrom and make photocopies thereof, and the Borrower agrees to render to the Lender, at the Borrower's cost and expense, such clerical and other assistance as may be reasonably requested with regard thereto. The Lender and its representatives shall at all times also have the right during normal business hours, and upon reasonable prior notice, to enter into and upon any premises where any of the Inventory or Equipment is located for the purpose of inspecting the same or otherwise protecting its interests therein.
- (d) Compliance with Laws, etc. The Borrower will comply in all material respects with all laws, rules, regulations and orders of any court, arbitrator or governmental entity, jurisdiction or authority applicable to the Collateral or any part thereof or to the operation of the Borrower's business; provided, however, that the Borrower may contest any such law, rule, regulation or order in any reasonable manner which shall not, in the reasonable opinion of the Lender, adversely affect the Lender's rights or the priority of its liens on the Collateral.
- (e) <u>Payment of Obligations</u>. The Borrower will pay promptly when due all taxes, assessments and governmental charges or levies imposed upon the Collateral or in respect of its income or profits therefrom, as well as all claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to the Collateral, except that no such charge need be paid if (i) the validity thereof is being contested in good faith by appropriate proceedings, (ii) such proceedings do not involve any material danger of the sale, forfeiture or loss of any of the Collateral or any interest therein and (iii) such charge is adequately reserved against on the Borrower's books in accordance with GAAP.
- (f) <u>Limitation on Liens on Collateral</u>. The Borrower will not create, incur or permit to exist, will defend the Collateral against, and will take such other action as is necessary to remove, any lien, security interest, pledge, mortgage, deed of trust, levy, attachment, claim or other charge or encumbrance on or to the Collateral, other than Permitted Liens, and will defend the right, title and interest of the Lender in and to any of the Collateral against the claims and demands of all persons or entities whatsoever.
- (g) <u>Limitations on Dispositions of Collateral</u>. The Borrower will not sell, transfer, lease or otherwise dispose of any of the Collateral, or attempt, offer or contract to do so, except for sales of Collateral in the ordinary course of business and as otherwise permitted by the Senior Subordinated Loan Agreement.
- (h) <u>Limitations on Discounts.</u> Compromises, Extensions of Accounts. Other than in the ordinary course of business as generally conducted by the Borrower, the Borrower will not grant any extension of the time of payment of any of the Accounts, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partially, any person or entity liable for the payment thereof, or allow any credit or discount whatsoever thereon.



- (i) Maintenance of Equipment. The Borrower will maintain each item of Equipment necessary for the conduct of its business in good operating condition, ordinary wear and tear and immaterial impairments of value and damage by the elements excepted, and will provide all maintenance, service and repairs necessary for such purpose.
- Maintenance of Insurance. The Borrower will maintain, with financially sound and reputable companies, insurance policies (i) insuring the Inventory, Equipment and Vehicles against loss by fire, explosion, theft and such other casualties as may be reasonably satisfactory to the Lender and (ii) insuring the Borrower and the Lender against liability for personal injury and property damage relating to such Inventory, Equipment and Vehicles, such policies to be in such form and amounts and having such coverage as may be reasonably satisfactory to the Lender, with losses payable to the Borrower and the Lender as their respective interests may appear. All such insurance shall (i) provide that no termination, cancellation, material reduction in amount or material change in coverage thereof shall be effective until at least 30 days after receipt by the Lender of written notice thereof, (ii) name the Lender as an insured and (iii) be reasonably satisfactory in all other respect to the Lender. From time to time upon the request of the Lender, the Borrower shall deliver to the Lender insurance policies, certificates or binders as the Lender may from time to time reasonably request. Notwithstanding anything contained in this Agreement to the contrary, if no Event of Default has occurred and is continuing then all payments with respect to business interruption coverage shall be paid or otherwise made available to the Borrower.
- (k) Offices and Location of Collateral. The principal place of business and chief executive office of the Borrower are at the address set forth on the first page of this Security Agreement. Except as set forth in Schedule 5(k), all Collateral, or records thereof, is or shall be located, or in the case of records maintained, at the chief executive office and principal place of business set forth in the present Security Agreement. The Borrower shall not change its principal place of business and chief executive office, the location of the Collateral or records thereof, or the name or trade name of the Borrower: except (i) after at least thirty (30) days prior written notice to the Lender; and (ii) with respect to the location of Collateral, except for Collateral sold or processed in the ordinary course of business or in transit from one place of business to another in the ordinary course of business under circumstances where the Lender at all times retains a perfected security interest in the Collateral.
- (l) <u>Further Identification of Collateral</u>. The Borrower will furnish to the Lender from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Lender may reasonably request, all in reasonable detail.
- 6. <u>Indemnification</u>. The Borrower agrees to pay, and to save the Lender harmless from, any and all liabilities, costs and expenses (including, without limitation, legal fees and expenses): (i) with respect to, or resulting from, any delay in paying, any



and all excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral; (ii) with respect to, or resulting from, any delay in complying with any law, rule, regulation or order of any court, arbitrator or governmental entity, jurisdiction or authority applicable to any of the Collateral; or (iii) in connection with any of the transactions contemplated by this Security Agreement. In any suit, proceeding or action brought by the Lender under any Account for any sum owing thereunder, or to enforce any provisions of any Account, the Borrower will save, indemnify and keep the Lender harmless from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaim, recoupment or reduction or liability whatsoever of the account debtor or obligor thereunder, arising out of a breach by the Borrower of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such account debtor or obligor or its successors from the Borrower. The foregoing indemnification shall not apply to any liabilities, costs or expenses resulting directly from the gross negligence, actual willful misconduct or bad faith of the Lender. The obligations of the Borrower contained in this Article 6 shall survive the termination of this Agreement, and the discharge of the Borrowers obligation hereunder and under the Senior Subordinated Loan Agreement.

7. Lender's Appointment as Attorney-in-Fact.

- (a) Powers. The Borrower hereby irrevocably constitutes and appoints the Lender and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Borrower and in the name of the Borrower or in its own name, from time to time in the Lender's discretion, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all instruments which hay be necessary or desirable to accomplish the purposes of this Security Agreement, and, without limiting the generality of the foregoing, the Borrower hereby gives the bank the power and right, on behalf of the Borrower, without notice to or assent by the Borrower, to do the following:
 - (i) in the case of any Account, at any time when the authority of the Borrower to collect the Accounts has been curtailed or terminated pursuant to the first sentence of Section 3(c) hereof, or in the case of any other Collateral, at any time when any Event of Default shall have occurred and is continuing, in the name of the Borrower or its own name, or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Account, Instrument or with respect to any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Lender for the purpose of collecting any and all such moneys due under any Account, Instrument or with respect to any other collateral whenever payable;



- (ii) to pay or discharge taxes and liens levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for the terms of this Security Agreement and to pay all or any part of the premiums therefor and the costs thereof; and
- (iii) upon the occurrence and during the continuance of any Event of Default, (A) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Lender or as the Lender shall direct; (B) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (C) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the collateral; (D) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any thereof and to enforce any other right in respect of any Collateral; (E) to defend any suit, action or proceeding brought against the Borrower with respect to any Collateral: (F) to settle, compromise or adjust any suit, action or proceeding described in clause (E) above and, in connection therewith, to give such discharges or releases as the Lender may deem appropriate; and (G) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the bank were the absolute owner thereof for all purposes, and to do, at the Lender's option and the Borrower's expense, at any time, or from time to time, all acts and things which the Lender deems necessary to protect, preserve or realize upon the Collateral and the Lender's liens thereon and to effect the intent of this Security Agreement, all as fully and effectively as the Borrower might do.

At the reasonable request of the Lender, the Borrower shall deliver to the Lender, one or more further documents ratifying any and all actions that said attorneys shall lawfully take or do or cause to be taken or done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

- (b) <u>Other Powers</u>. The Borrower also authorizes the Lender, at any time and from time to time, to execute, in connection with the sales provided for in Section 7 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.
- (c) No Duty on the Lender's Part. The powers conferred on the Lender hereunder are solely to protect the Lender's interests in the Collateral and shall not impose any duty upon it to exercise any such powers. The Lender shall be accountable



only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees or agents shall be responsible to the Borrower for any act or failure to act hereunder, except for its own gross negligence or willful misconduct.

Remedies. If an Event of Default shall occur and be continuing, the Lender may exercise, in addition to all other rights and remedies granted to it in this Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Code. Without limiting the generality of the foregoing, the Lender, without demand of performance or other demand, presentment, protest, or notice of any kind (except any notice required by law referred to below) to or upon the Borrower or any other person or entity (all and each of which are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Lender or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity or redemption in the Borrower, which right or equity is hereby waived or released. The Borrower further agrees, at the Lender's request, to assemble the Collateral and make it available to the Lender at places which the Lender shall reasonably select, whether at the Borrower's premises or elsewhere. The Lender shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable costs and expenses of every kind incurred therein or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Lender hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in such order as the Lender may elect, and only after such application and after the payment by the Lender of any other amount required by any provision of law, including, without limitation, Section 9-504(1)(c) of the Code, need the Lender account for the surplus, if any, to the Borrower. To the extent permitted by applicable law, the Borrower waives all claims, damages and demands it may acquire against the Lender arising out of the exercise by the Lender of any of its rights hereunder, provided that such release shall not apply to any claim, damage or demand resulting directly from the gross negligence, actual willful misconduct or bad faith of the Lender. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least seven days before such sale or other disposition. The Borrower shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Obligations and the fees and disbursements of any attorneys employed by the Lender to collect such deficiency.



- 9. Limitation on Duties Regarding Preservation of Collateral. The Lender's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the Code or otherwise, shall be to deal with it in the same manner as the Lender deals with similar property for its own account. Neither the Lender nor any of its directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of the Borrower or otherwise.
- 10. <u>Powers Coupled with an Interest</u>. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.
- 11. Severability. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- 12. <u>Paragraph Headings</u>. The paragraph headings used in this Security Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.
- by a written instrument pursuant to Section 14 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Lender would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.
- 14. Waivers and Amendments. None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Borrower and the Lender, provided that any provision of this Security Agreement may be waived by the Bank in a written letter or agreement executed by the Bank or by telex or facsimile transmission from the Bank.
- 15. <u>Successors and Assigns</u>. This Security Agreement shall be binding upon the successors and assigns of the Borrower and shall inure to the benefit of the Lender and its successors and assigns.



16. Governing Law Jurisdiction, Waiver of Jury Trial. This Security Agreement shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of Massachusetts (without reference to conflicts of Law principles). The Borrower, to the extent that it may lawfully do so, hereby consents to service of process, and to be sued, in the Commonwealth of Massachusetts and consents to the jurisdiction of the courts of the Commonwealth of Massachusetts and the United Stated District Court for the District of Massachusetts, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of or relating to this Agreement or any of its obligations hereunder or with respect to the transactions contemplated hereby, and expressly waives any and all objections it may have as to venue in any such courts. The Borrower further agrees that a summons and complaint commencing an action or proceeding in any of such courts shall be properly served and shall confer personal jurisdiction if served personally or by certified mail to it at its address set forth above or as otherwise provided under the laws of the Commonwealth of Massachusetts. The Borrower irrevocably waives all right to a trial by jury in any suit, action or other proceeding instituted by or against the Borrower in respect of its obligation hereunder or the transactions contemplated hereby.



IN WITNESS WHEREOF, the Borrower has caused this Security Agreement to be duly executed and delivered in favor of the Lender as of the date first above written.

BORROWER:

BUXTON ACQUISITION CO., L.L.C.

By: Frank all

Name: FRANK Abbotomarco

Title: Transce + CFo

LENDER:

CITIZENS CAPITAL, INC.

Namer Robert E. Garrow

Title: President and Managing Director



SCHEDULE I

U.S. ISSUED PATENTS

BUXTON ACQUISITION CO., L.L.C. - d/b/a BUXTON COMPANY (successor to DHP Limited Partnership - d/b/a Buxton Company)

INVENTION	PATENT NO.	GRANT DATE
"KEY LOOP"	4,227,963	JULY 14, 1981
"EXPANDABLE CARRYING CASE	4,312,431	JAN 26, 1982
"RETAIL SALES DISPLAY STAND"	D290,202	JUNE 9, 1987

U.S. PENDING PATENT APPLICATIONS

BUXTON ACQUISITION CO., L.L.C. - d/b/a BUXTON COMPANY

INVENTION	PATENT NO.	GRANT DATE
"LABEL FOR WALLETS AND PURSES"		
PURSES	08/996614	Dec. 23, 1997
"SHOULDER PURSE"	08/031949	Dec. 09, 1994



United States Pending Trademarks

Serial No.	<u>Mark</u>	Filing Date
75/027,279	CONVERTIBLE	12/5/95
75/014,605	ENSEMBLE CLUTCH	11/2/95

SCHEDULE I

U.S. TRADEMARK REGISTRATIONS

BUXTON ACQUISITION CO., L.L.C. - d/b/a BUXTON COMPANY (successor to DHP Limited Partnership - d/b/a Buxton Company)

U.S. Reg. No.	<u>Mark</u>	Reg. Date
372,185	3 WAY	10/24/39
506,268	CARD-TAINER	2/1/49
535,054	THINFOLD (SCRIPT)	12/19/50
544,695	CONVERTIBLE	7/3/51
578,59 2	STATESMAN	8/11/53
630,857	SPEC-TAINER	7/17/56
153,132	KEYTAINER	3/14/22
7 35 , 840	CONTOUR	8/14/62
7 82,638	KEY-TAINER	1/5/65
783,04 6	LADY BUXTON	1/12/65
7 83,047	LORD BUXTON	1/12/65
783,452	BUXTON	1/19/65
806,179	ORGANIZER	3/29/66
824,477	BUXTON	2/12/67
1,002,797	MUCH CLUTCH	1/28/75
1,172,938	BB-DESIGN	10/31/81
1,193,631	DOPP	4/13/82
1,197,268	DOPP KIT	6/8/82
1,207,918	GAITOR-BAITOR	9/14/82
1,218,386	CAL-Q-SECRETARY	11/30/82
1,224,257	CAL-Q-CLUTCH	1/18/83
1,278;008	CAL-Q & DESIGN	5/15/84
1,290,067	CONTINENTAL SLIMS	8/14/84
1,346,173	CRAFTMARK	<i>7/2/</i> 85
1,391,597	BUXTON BANKER	4/29/86
1,613,852	WEXFORD COLLECTION	9/18/90
1,706,775	PIK-ME-UPS	8/11 /9 2
1,748,499	DOPP & EAGLE DESIGN	1/26/93
1,815,915	BUXTON & LION LOGO	1/11/94
1,869,589	STYLE SAC	12/27/94
2,041,0 36	LIFEBOOK-THE COMPLETE FAMILY ORGANIZER	2/25/97
2,042, 972	EASY-TRAK	3/11/97
2,051,2 93	PIERSON & POST	4/8/97



CANADA - TRADEMARK REGISTRATIONS

BUXTON ACQUISITION CO., L.L.C. - d/b/a BUXTON COMPANY (successor to DHP Limited Partnership - d/b/a Buxton Company)

TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
BUXTON	29/814	JAN. 18, 1937
BUX-HYDE	210,797	DEC. 19, 1975
BUXTON INTERNATIONAL	151,266	JUNE 9, 1967
GIFT GALLERY	210,761	DEC. 12, 1975
KEYTAINER	29,307	SEPT. 20, 1921
KEY-TAINER	145,154	MAY 6, 1966
WEXFORD COLLECTION	TMA404,519	NOV. 6, 1992



SCHEDULE I COPYRIGHTS:

U.S. Copyright Registration - DHP Limited Partnership d/b/a Buxton Co., a Delaware Limited Partnership.

Title of Copywritten work: Lifebook - The Complete Family Organizer

Certificate of Registration: Form TX (Registration number TX3-808-590).

Effective date of registration: April 2, 1997

The rights of DHP Limited Partnership to the copyright were obtained pursuant to and assignment of all right of the author, Edward Stratton Dewey, dated March 11, 1997 which has been recorded at the Library of Congress, United States Copyright Office at Volume 3355, Page 177. The effective date of the recordation of the assignment is April 2, 1997. The successor to DHP Limited Partnership is Buxton Acquisition Co., L.L.C. d/b/a Buxton Co., a Delaware Limited Liability Company.



Schedule 5(k)

Location of Collateral

- 1. The Borrower's principal place of business and chief executive office is located at 45 Plainfield Street, Chicopee, Massachusetts 01013.
- 2. All of the inventory (except in-transit inventory) and Equipment of Borrower are located at the following places of business:
 - (a) 45 Plainfield Street Chicopee, Massachusetts 01013
 - (b) 590 Center Street Chicopee, Massachusetts 01013
 - (c) 253-261 Hennessey Road, Suite 705
 Easey Commercial Building
 Wanchai, Hong Kong
 - (d) Ounggambakkan High Road Madras, India
 - (e) Guangzhou Yongxin Leather Goods Co., Ltd.
 Zhong Luo Tan Town Ind. Estate,
 Ba Yun District, Guangzhou,
 Guangdong Province,
 China
- 3. The port or ports of entry for Inventory in-transit to Borrower from its manufacturers or third party processors are at Long Beach, California; Seattle, Washington; and Newark, New Jersey.

TRADEMARK
REEL: 1741 FRAME: 2078.01

RECORDED: 05/29/1998