

09-11-1998

FORM PT-1594 (Rev. 6-93)

REC



OMB No. 0351-0011 (exp. 4/94)

Tab settings 7-18-97

100826671

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office
JUN 18 1997

To the Honorable Commissioner of Pa.

attached original **RECEIVED** (or copy thereof)

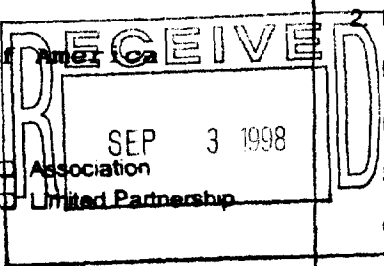
Med 9-3-98

1. Name of conveying party(ies):

Shoe Corporation of America

2. Name and address of receiving party(ies)

American National Bank & Trust Company of Chicago



- Individual(s)
- General Partnership
- Corporation-State
- Other

- Association
- Limited Partnership

Internal Address: _____
 Street Address: 33 North LaSalle Street
 City: Chicago State: IL ZIP: 60690

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: March 5, 1997

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

(See Attached Schedule I)

Additional numbers attached? Yes No

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

Name: Stephen E. Hall

Internal Address: Jones, Day, Reavis & Pogue

Street Address: 77 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 19

7. Total fee (37 CFR 3.41).....\$ 15.00

(Additional Fee Required)

Enclosed (Check No. 1000858)

Authorized to be charged to deposit account

(Any deficiencies in fees/refund)

8. Deposit account number:

10-1202

(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.

Stephen E. Hall

Name of Person Signing

[Signature]

Signature

6/16/97

Date

Total number of pages including cover sheet, attachments, and document

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, DC 20231 1616 FRAME 0354

TRADEMARK
REEL: 1785 FRAME: 0127

Schedule J
to
Trademark Security Agreement
dated as of
MARCH 5, 1997,
made by
Shoe Corporation of America, Inc.
in favor of
American National Bank and Trust Company of Chicago

Trademarks and Servicemarks

1. REGISTERED TRADEMARKS

TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
American Woman	1635544	02/19/91
Americids	0996507	10/22/74
Big Thunder	1182260	12/15/81
Brookhollow	1960903	03/05/96
Candid Statements	1978914	06/04/96
Hartwood	1987622	07/16/96
Imagination	0689562	12/08/59
Jonathan Black	1463676	11/03/87
J.S. Attitudes	1671838	01/14/92
J.S. Attitudes (SM)	1777473	06/15/93
Just Sweats (SM)	1647740	06/11/91
Lazy Pals	682597	07/28/59
Sandra Miller	1336854	05/21/85
Siesta	616598	11/22/55
Sunseekers	1089773	04/18/78
The Inside Story Shoe by Robert	717219	06/20/61
Nicole Rens	1853148	09/06/94
Rosellini	1004023	02/04/75

I-i

FEB 27 '97 18:10

7832953840
TRADEMARK
REEL 1616 FRAME 0355

PAGE .03

TRADEMARK
REEL: 1785 FRAME: 0128

2. PENDING TRADEMARK APPLICATIONS

TRADEMARK	SERIAL NO.	FILING DATE
Graphite	74/578558	09/26/94

3. UNREGISTERED MARKS

A Tech
Amenda Scott
Dux
Sandra Miller Sport
Shoe Corporation of America

FORM PT-1594
(Rev. 6-93)

REC

07-22-1997

HEET

U.S. DEPARTMENT OF COMMERCE
Patents & Trademark Office

OMB No. 0251-0011 (exp. 4-94)

Tab settings 100-7-18-97



100459706

JUN 18 1997

To the Honorable Commissioner of Pa.

attached original ~~RECEIVED~~ copy thereof

1. Name of conveying party(ies):
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- Individual(s)
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- Corporation-State
- Other
- Association
- Limited Partnership

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Street Address: 33 North LaSalle Street
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Stephen E. Hall
Name of Person Signing

[Signature]
Signature

6/16/97
Date

Total number of pages including cover sheet, attachments, and document

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231 1616 FRAME 0254

TRADEMARK
REEL: 1785 FRAME: 0130

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, made as of March 5, 1997 (this "Agreement"), is made by Shoe Corporation of America, Inc., a Delaware corporation, (the "Borrower"), in favor of American National Bank and Trust Company of Chicago, a national banking association, in its capacity as agent (the "Agent"). Capitalized terms used in this Agreement and not otherwise defined have the meanings assigned to such terms in the Loan Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, the Borrower and the Agent are parties to the Loan and Security Agreement of even date herewith (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among the Borrower, as borrower, the banks and other financial institutions party thereto, as lenders (collectively, the "Lenders"), and the Agent, as agent for the Lenders, under which the Lenders may, from time to time, extend credit to the Borrower; and

WHEREAS, the Lenders have required the Borrower to execute and deliver this Agreement in favor of the Agent (i) in order to secure complete payment of the Liabilities and performance of its obligations under the Loan Agreement and the other Financing Agreements and (ii) as a condition precedent to any extension of credit under the Loan Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Borrower and the Agent agree as follows:

1. **Security Interest in Trademarks.** To secure the complete and timely payment, performance and satisfaction of all of the Liabilities, the Borrower grants to the Agent a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law and the Loan Agreement, all of the Borrower's now owned or existing and hereafter acquired or arising:

(A) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on the attached Schedule I and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of the Borrower's business symbolized by the foregoing and connected therewith and (v) all of the Borrower's rights

to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule II to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under Section 1 or under this Section 3 and (y) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule I or Schedule II thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

4. Royalties. The Borrower agrees that the use by the Agent of the Trademarks and Licenses as authorized under this Agreement in connection with the Agent's exercise of its rights and remedies under Section 12 or under Section 9.2 of the Loan Agreement are coextensive with the Borrower's rights thereunder and with respect thereto and without any liability to the Borrower for royalties or other related charges from the Agent.

5. Right to Inspect; Further Assignments and Security Interests. The Agent may at all reasonable times (and at any time when an Event of Default exists) have access to, examine, audit, make copies (at the Borrower's expense) and extracts from and inspect the Borrower's premises and examine the Borrower's books, records and operations relating to the Trademarks and Licenses. From and after the occurrence of an Event of Default, the Borrower agrees that the Agent, or a conservator appointed by the Agent, has the right to establish such reasonable additional product quality controls as the Agent or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by the Borrower under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. The Borrower agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior written consent of the Agent, (ii) to maintain the quality of such products as of the date of this Agreement, and (iii) not to change the quality of such products in any material respect without the Agent's prior written consent.

6. Nature and Continuation of the Agent's Security Interest; Termination of the Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement creates a continuing security interest in the Trademarks and Licenses and terminates only when the Liabilities due and payable have been paid in full in cash and the Loan Agreement has been terminated. When this Agreement has terminated, the Agent will promptly execute and deliver to the Borrower, at the Borrower's expense, all termination statements and other instruments as may be necessary or proper to terminate the Agent's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by the Agent under this Agreement or the Loan Agreement.

7. Duties of the Borrower. The Borrower has the duty, to the extent desirable in the normal conduct of the Borrower's business, to: (i) prosecute diligently and in good faith any trademark application or service mark application that is part of the Trademarks pending as of the date of this Agreement or hereafter until the termination of this Agreement and (ii) make application for trademarks or service marks. The Borrower will use its commercially reasonable

efforts to maintain in full force and effect the Trademarks and the Licenses that are or will be necessary or economically desirable in the operation of the Borrower's business. Any expenses incurred in connection with the foregoing will be borne by the Borrower. The Agent does not have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, the Agent is not under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against other parties, but may do so at its option from and after the occurrence of an Event of Default and all expenses incurred in connection therewith will be for the sole account of the Borrower and will be added to the Liabilities secured thereby.

8. The Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, the Agent has the right, but is not obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Agent commences any such suit, the Borrower will, at the request of the Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Agent in aid of such enforcement. The Borrower will, upon demand, promptly reimburse the Agent for all reasonable costs and expenses incurred by the Agent in the exercise of its rights under this Section 8 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Agent).

9. Waivers. The Agent's failure, at any time or times hereafter, to require strict performance by the Borrower of any provision of this Agreement does not waive, affect or diminish any right of the Agent thereafter to demand strict compliance and performance therewith nor does any course of dealing between the Borrower and the Agent have such effect. No single or partial exercise of any right under this Agreement precludes any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of the Borrower contained in this Agreement are deemed to have been suspended or waived by the Agent unless such suspension or waiver is in writing signed by an officer of the Agent and directed to the Borrower specifying such suspension or waiver.

10. Severability. Whenever possible, each provision of this Agreement is interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision is held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability will affect only such clause or provision, or part of such clause or provision, in such jurisdiction, and does not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

11. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Sections 1 and 3 or by a writing signed by the Borrower and the Agent.

12. Cumulative Remedies; Power of Attorney. (A) The Borrower irrevocably designates, constitutes and appoints the Agent (and all Persons designated by the Agent in its sole and absolute discretion) as the Borrower's true and lawful attorney-in-fact, and authorizes the Agent and any of the Agent's designees, in the Borrower's or the Agent's name, to take any action and execute any instrument to the extent necessary to accomplish the purposes of this

Agreement, including, without limitation, from and after the occurrence and during the continuance of an Event of Default and the giving by the Agent of notice to the Borrower of the Agent's intention to enforce its rights and claims against the Borrower, to (i) endorse the Borrower's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone and (iv) take any other actions with respect to the Trademarks or the Licenses as the Agent deems in its best interest. The Borrower ratifies all that such attorney-in-fact lawfully does or causes to be done by virtue of the provisions of this Section 12. This power of attorney is coupled with an interest and is irrevocable until all of the Liabilities due and payable have been paid in full in cash and the Loan Agreement has been terminated. The Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent under the Loan Agreement or any of the Financing Agreements, but rather is intended to facilitate the exercise of such rights and remedies.

(B) The Agent has, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence and during the continuance of an Event of Default and the election by the Agent to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code with respect to the Trademarks and Licenses, the Borrower agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to the Agent or any transferee of the Agent and to execute and deliver to the Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established by this Agreement, by the Loan Agreement, by any other agreements or by law, are cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth in this Agreement to the contrary, it is expressly agreed that upon the occurrence of an Event of Default, the Agent may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement and any of the other Financing Agreements

13. Successors and Assigns. This Agreement is binding upon the Borrower and its successors and assigns, and inures to the benefit of the Agent and its permitted successors and assigns. The Borrower's successors and assigns include, without limitation, a receiver, trustee or debtor-in-possession of or for the Borrower; *provided, however,* that the Borrower will not voluntarily assign or transfer its rights or obligations under this Agreement without the Agent's prior written consent.

14. Governing Law. The Agent and the Borrower accept this Agreement at Chicago, Illinois by signing and delivering it there. Any dispute between the Agent and the Borrower arising out of, connected with, related to or incidental to the relationship between them in connection with this Agreement, and whether arising in contract, tort, equity or otherwise, will

corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications and service marks, registered service marks and service mark applications, together with the items described in clauses (j)-(v) above Section 1(A) are referred to collectively as the "Trademarks"); and

(B) rights under or interests in any trademark license agreements or service mark license agreements with any other party, whether the Borrower is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on the attached Schedule II, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by the Borrower and now or hereafter covered by such licenses (all of the foregoing are referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 1(B), the Licenses do not include any license agreement in effect as of the date of this Agreement which by its terms prohibits the grant of the security contemplated by this Agreement; *provided, however*, that upon the termination of such prohibitions for any reason whatsoever, the provision of this Section 1 are deemed to apply thereto automatically.

2. Restrictions on Future Agreements. The Borrower will not, without the Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement and the Borrower further agrees that it will not take any action, and will use its commercially reasonable efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to the Agent under this Agreement or the rights associated with the Trademarks or Licenses.

3. New Trademarks and Licenses. The Borrower represents and warrants that, from and after the date of this Agreement, (i) the Trademarks listed on Schedule I include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by the Borrower, (ii) the Licenses listed on Schedule II include all of the trademark license agreements and service mark license agreements under which the Borrower is the licensee or licensor and (iii) no Liens, claims or encumbrances in such Trademarks and Licenses have been granted by the Borrower to any Person or, to the Borrower's knowledge, asserted by any Person against the Borrower other than the Agent. If, prior to the termination of this Agreement, the Borrower (a) obtains rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (b) becomes entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor or (c) enters into any new trademark license agreement or service mark license agreement, the provisions of Section 1 automatically apply thereto. The Borrower will give to the Agent written notice of events described in clauses (a)-(c) above promptly after the occurrence thereof (and, in the case of clause (b) above, becoming aware thereof). The Borrower authorizes the Agent to modify this Agreement unilaterally (x) by amending Schedule I

be resolved in accordance with the internal laws (as opposed to conflict of laws provisions) of the State of Illinois.

15. Notices. All notices or other communications under this Agreement will be given in the manner and to the addresses set forth in the Loan Agreement.

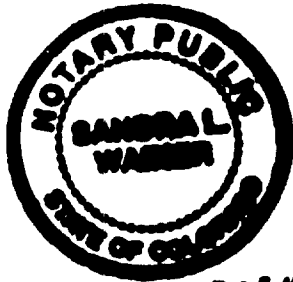
16. Section Titles. The section and paragraph titles of this Agreement are for convenience of reference only, and do not affect in any way the interpretation of any of the provisions of this Agreement.

17. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties to this Agreement in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together constitute one and the same agreement.

* * *

STATE OF: COLORADO)
COUNTY OF: DENVER)

The foregoing Trademark Security Agreement was acknowledged before me this 3rd day of March, 1997, by Dennis B. Tishoff the President of Shoe Corporation of America, Inc., a Delaware corporation, on behalf of such corporation.



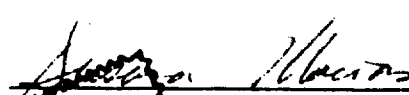
My Commission Expires Dec. 8, 1998


Sandra L. Wainer
Notary Public

My commission expires: 12/5/98

STATE OF ILLINOIS)
)
COUNTY OF COOK)


The foregoing Trademark Security Agreement was acknowledged before me this 5th day of March, 1997, by Donald A. Tomlinson, a Vice President of American National Bank and Trust Company of Chicago, a national banking association, on behalf of such association.



Notary Public
 expires: 6/26/97

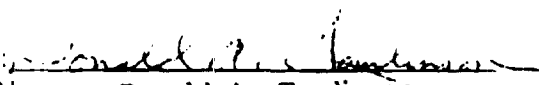
Delivered at Chicago, Illinois, as of the day and year first above written.

SHOE CORPORATION OF AMERICA, INC.

By: 
Name: Dennis B. Tishkoff
Title: President

Accepted and agreed to as of the
day and year first above written.

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO, as Agent

By: 
Name: Donald A. Tomlinson
Title: Vice President

Schedule II

to

Trademark Security Agreement

dated as of

MARCH 5, 1997.

made by

Shoe Corporation of America, Inc.

in favor of

American National Bank and Trust Company of Chicago

Trademark License Agreements

Midwestern Jeans Company - Oral agreement between Borrower and Winkelman's stores for Borrower to use this name on footwear sold exclusively in Winkelman's stores.

(Today's Man oral agreements for Borrower to use certain Today's Man marks on footwear sold exclusively in Today's Man stores).

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II - 1

RECORDED: 07/18/1997
FEB 27 1997 10:11

TRADEMARK
REEL 1616 FRAME 0367
PAGE 05

TRADEMARK
REEL: 1785 FRAME: 0140

WEIL, GOTSHAL & MANGES LLP

767 FIFTH AVENUE · NEW YORK, NY 10153-0119

(212) 310-8000

FAX: (212) 310-8007

DALLAS
HOUSTON
MENLO PARK
(SILICON VALLEY)
MIAMI
WASHINGTON, D.C.

BRUSSELS
BUDAPEST
LONDON
PRAGUE
WARSAW

September 2, 1998

VIA EXPRESS MAIL

LABEL NO. TB568247416US

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

ATTN.: BOX ASSIGNMENTS

Re: Request for Correction to Trademark Recordals
Concerning Reel/Frame: 1616/0354

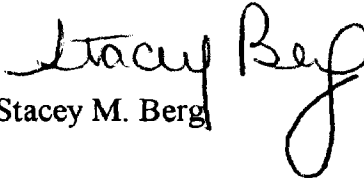
Dear Sir or Madam:

The attached copy of the Trademark **Security Agreement** as found on Reel/Frame: 1616/0354 has been incorrectly recorded as a Trademark Assignment for the Trademark Registrations and one pending application shown in Schedule I of the Security Agreement.

Kindly correct each of the file records for all the marks in Schedule I of the Agreement, a copy of which is attached to this letter for your ease of reference, to reflect a granting of a security interest and not an assignment.

If you have any questions, please call the undersigned at (212) 310-8533. Otherwise, we look forward to receiving confirmation that the corrections have been entered.

Sincerely,


Stacey M. Berg

Enclosures

cc: Devon M. Salts

NY1:6208601\1BWM011.DOC

**TRADEMARK
REEL: 1785 FRAME: 0141**

RITE'S DIRECT LINE
(212) 310-8533

Schedule J
to
Trademark Security Agreement
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Trademarks and Servicemarks

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Candid Statements	1978914	06/04/96
Hartwood	1987622	07/16/96
Imagination	0689562	12/08/59
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Rosellini	1004023	02/04/75

I-i

FEB 27 '97 18:18

3832953040
TRADEMARK
REEL 1616 FRAME 0355

PAGE 03

TRADEMARK
REEL: 1785 FRAME: 0142

2. PENDING TRADEMARK APPLICATIONS

TRADEMARK	SERIAL NO.	FILING DATE
Graphites	74/578558	09/26/94

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Amanda Scott
Dux
Sandra Miller Sport
Shoe Corporation of America

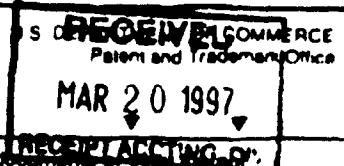
04-14-1997

FORM TPO-504
(Rev. 6-93)
OMB No. 0851-0011 (exp. 6-94)

3-20-97 RECC



EET



Tab settings

LEVEL 4/1/97

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document(s).

1. Name of conveying party(ies):
Shoe Corporation of America, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

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

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 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: March 5, 1997

2. Name and address of receiving party(ies)
Name: American National Bank & Trust Company of Chicago
Internal Address: _____
Street Address: 33 North LaSalle Street
City: Chicago State: IL ZIP: 60690

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

If assignee is not domiciled in the United States, a domestic representative designator is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No. (s) _____

B. Trademark Registration No. (s) _____
(See attached Schedule I)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Stephen E. Hall
Internal Address: Jones, Day, Reavis & Pogue
Street Address: 77 West Wacker Drive
City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 19

7. Total fee (37 CFR 3.41).....\$ 475.00
 Enclosed (Check No. 51193)
 Authorized to be charged to deposit account

8. Deposit account number: _____
(Attach duplicate copy of this page if paying by deposit account)

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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.

Stephen E. Hall
Name of Person Signing

[Signature]
Signature

3/10/97
Date

Total number of pages including cover sheet, attachments, and document: 15

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