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100924178

COMMERCE  
mark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached or copy thereof.

1. Name of conveying party(ies):  
THE SANGAMON COMPANY

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State Illinois corporation  
☐ Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: September 2, 1998

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

A. Trademark Application No.(s)

B. Trademark registration No (s)

See attached.

Additional numbers attached? ☒ Yes ☐ No

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

Name: Carol L.B. MatthewsInternal Address: Gadsby & Hannah LLPStreet Address: 1747 Pennsylvania Avenue, NWCity: Washington State: DC ZIP: 200066. Total number of applications and registrations involved: 127. Total fee (37 CFR 3.41): \$ 315.00 E☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

(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.

Carol L.B. Matthews  
Name of Person Signing

Signature

Date

12/15/98

Total number of pages comprising cover sheet:

2

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

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

Public burden reporting for this sample cover sheet is estimated to average 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231 and to the Office of Management and Budget Paperwork Reduction Project (0651-0011).

TRADEMARK  
 REEL: 1827 FRAME: 0201

**SCHEDULE A TO ASSIGNMENT FOR SECURITY TRADEMARKS**

<b><u>Trademark</u></b>	<b><u>Number</u></b>	<b><u>Issuance Date</u></b>	<b><u>Product</u></b>
Spiritual Expressions	1,127,509	12-11-79	Stationery
Nature's Charm	1,127,510	12-11-79	Stationery
Cuddly Critters	1,127,511	12-11-79	Stationery
Nature's Beauty	1,127,513	12-11-79	Stationery
Beautiful Thoughts	1,127,514	12-11-79	Stationery
Natural Beauty	1,128,280	12-25-79	Stationery
Floral Touch	1,129,971	01-29-80	Stationery
Gift Mates	1,002,036	01-21-75	Gift Wrap
Office Manager	1,178,117	11-17-81	Stationery
Starbright	744,102	01-22-63	Stationery
Seal-A-Matic	860,108	11-12-68	Stationery
The Nicest Way to Remember	830,602	06-20-67	Greeting Cards
Timeless Impressions			
Soft Thoughts			
Color Mates			
Starlite Pastels			

## SECURITY AGREEMENT AND MORTGAGE - TRADEMARKS

**AGREEMENT** made this 2nd day of September, 1998 between **THE SANGAMON COMPANY**, an Illinois corporation (the "Company") having an office at West Route 48, Taylorville, Illinois 62568 and **THE CIT GROUP/BUSINESS CREDIT, INC.**, a New York corporation, having an office at 1211 Avenue of the Americas, New York, New York 10036 (the "CITBC").

### W I T N E S S E T H

**WHEREAS** the Company has adopted and is the owner of the terms and designs described in Schedule A annexed hereto and made a part hereof; and

**WHEREAS** as a condition to CITBC making the loans or advances to the Company pursuant to the Financing Agreement dated as of the date hereof (the "Financing Agreement") between the Company and CITBC, CITBC has required the execution and delivery hereof by the Company of this Agreement;

**NOW, THEREFORE, IT IS AGREED** that, for and in consideration of the loans and advances to be made under the Financing Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, and as collateral security for the full and prompt payment and performance of all Obligations (as hereinafter defined), the Company does hereby mortgage to and pledge with CITBC, and grant to CITBC a security interest in, all of its right, title and interest in and to (i) each of the Trademarks (as hereinafter defined), and the goodwill of the business symbolized by each of the Trademarks, all customer lists and other records of the Company relating to the distribution of products bearing the Trademarks described in Schedule A; (ii) any claims by the Company against third parties for infringement of the Trademarks; and (iii) any and all proceeds of the foregoing, (collectively, the "Collateral").

1. **Definitions** - Terms defined in the Financing Agreement and not otherwise defined herein, shall have the meanings set forth in the Financing Agreement. As used in this Agreement, unless the context otherwise requires:

"Obligations" shall mean all now existing and future obligations of Company to CITBC of every kind and description, direct or indirect, absolute or contingent, whether arising under this Agreement, or any other agreement, document, or instrument or by operation of law or otherwise, including without limitation, "Obligations" as that term is defined in the Financing Agreement and all extensions, renewals, refundings, replacements and modifications of the foregoing.

"Trademarks" shall mean (i) all trademarks, common law trademarks, trade names, trade styles, service marks, prints and labels on which said trademarks, trade names,

trade styles and service marks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right, title and interest therein and thereto, and all registrations and recordings thereof, including, without limitation, applications, registrations, pending Trademarks and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any other country including without limitation Canada, or any political subdivision thereof, all whether now owned or hereafter acquired by the Company, including, but not limited to, those described in Schedule A annexed hereto and made a part hereof, and (ii) all reissues, extensions or renewals thereof and all licenses thereof.

2. **Representations and Covenants** - The Company hereby represents, warrants, covenants and agrees as follows:

a. The Company has the sole, full and clear title to the Trademarks in the United States for the goods and services covered by the registrations thereof and such registrations are valid and subsisting and in full force and effect.

b. The Company will perform all acts and execute all documents, including, without limitation, assignments for security in form suitable for filing with the United States Patent and Trademark Office, and any similar authority or office in Canada substantially in the forms of Exhibit 1 hereof, requested by CITBC at any time to evidence, perfect, maintain, record and enforce CITBC's interest in the Collateral or otherwise in furtherance of the provisions of this Agreement, and the Company hereby authorizes CITBC to execute and file one or more financing statements (and similar documents) or copies thereof or of this Agreement with respect to the Collateral signed only by CITBC.

c. Except to the extent that CITBC, upon prior written notice from the Company, shall consent, the Company (either itself or through licensees) will continue to use the Trademarks on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain the Trademarks in full force free from any claim of abandonment for nonuse and the Company will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated.

d. The Company will promptly pay CITBC for any and all sums, costs, and expenses which CITBC may pay or incur pursuant to the provisions of this Agreement or in enforcing the Obligations, the Collateral or the security interest granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel and reasonable attorneys' fees, all of which together with interest at the highest rate then payable on the Obligations shall be part of the Obligations and be payable on demand.

e. In no event shall the Company, either itself or through an agent, employee, licensee or designee, (i) file an application for the registration of any Trademark with the United States Patent and Trademark Office or any similar office or agency in any

other country or any political subdivision thereof, or (ii) file any assignment of any trademark, which the Company may acquire from a third party, with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, unless the Company shall, on or prior to the date of such filing, notify CITBC thereof, and, upon request of CITBC, execute and deliver any and all assignments, agreements, instruments, documents and papers as CITBC may request to evidence CITBC's interest in such trademark and the goodwill and general intangibles of the Company relating thereto or represented thereby, and the Company hereby constitutes CITBC its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Obligations are paid in full. Any trademark acquired by Company whether or not the Company complies with clause (ii) hereof shall be included in the Collateral.

f. The Company has the right and power to make the assignment and to grant the security interest herein granted; and the Collateral is not now, and at all times hereafter will not be, subject to any liens, mortgages, assignments, security interests or encumbrances of any nature whatsoever, except in favor of CITBC, and to the best knowledge of Company none of the Collateral is subject to any claim.

g. Except to the extent that CITBC, upon prior written notice from the Company, shall consent, the Company will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, grant an exclusive or non-exclusive license, or otherwise dispose of any of the Collateral, and nothing in this Agreement shall be deemed a consent by CITBC to any such action except as expressly permitted herein.

h. As of the date hereof neither the Company nor any affiliate or subsidiary of the Company (collectively the "Affiliates") owns any Trademarks or has any Trademarks registered in, or the subject of pending applications in, the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, other than those described in Schedule A hereto.

i. The Company will take all necessary steps in any proceeding before the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, to maintain each application and registration of the Trademarks including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings (except to the extent that dedication, abandonment or invalidation is permitted under paragraph 2(c) hereof).

j. The Company assumes all responsibility and liability arising from the use of the Trademarks and the Company hereby indemnifies and holds CITBC harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees)

arising out of any alleged defect in any product manufactured, promoted or sold by the Company or any Affiliate in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by the Company or any Affiliate. The Company agrees CITBC does not assume, and shall have no responsibility for, the payment of any sums due or to become due under any agreement or contract included in the Collateral or the performance of any obligations to be performed under or with respect to any such agreement or contract by the Company, and the Company hereby agrees to indemnify and hold CITBC harmless with respect to any and all claims by any person relating thereto. The provisions of this subparagraph (j) shall survive the termination of this Agreement.

k. CITBC may, in its sole discretion, pay any amount or do any act required of the Company hereunder or requested by CITBC to preserve, defend, protect, maintain, record or enforce the Company's obligations contained herein, the Obligations, the Collateral, or the right, title and interest granted CITBC herein, and which the Company fails to do or pay, and any such payment shall be deemed an advance by CITBC to the Company and shall be payable on demand together with interest at the highest rate then payable on the Obligations and shall be added to the Obligations.

l. The Company agrees that if it, or any Affiliate, learns of any use by any person of any term or design likely to cause confusion with the Trademarks, it shall promptly notify CITBC of such use and, if requested by CITBC, shall join with CITBC, at the Company's expense, in such action as CITBC, in its reasonable discretion, may deem advisable for the protection of CITBC's interest in and on the Trademarks.

m. All licenses of the Trademarks which the Company has granted to third parties are set forth in Schedule B hereto.

3. **Events of Default and Remedies** - Upon the occurrence of an Event of Default (as defined in the Financing Agreement), in addition to all other rights and remedies of CITBC, whether under law, the Financing Agreement or otherwise, all such rights and remedies being cumulative, not exclusive and enforceable alternatively, successively or concurrently, without (except as provided herein) notice to, or consent by, the Company, CITBC shall have the following rights and remedies: (a) upon ten (10) days' prior notice from CITBC, the Company shall not make any further use of the Trademarks or any mark similar thereto for any purpose; (b) CITBC may, at any time and from time to time, upon ten (10) days' prior notice to the Company, license, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any of the Trademarks, throughout the world for such term of terms, on such conditions, and in such manner, as CITBC shall in its sole discretion determine; (c) CITBC may (without assuming any obligations or liability thereunder), at any time, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of the Company in, to and under any one or more license agreements with respect to the Collateral, and take or refrain from taking any action under any thereof, and the Company hereby releases CITBC from, and agrees to hold

CITBC free and harmless from and against any claims arising out of, any action taken or omitted to be taken with respect to any such license agreement; (d) CITBC may, at any time and from time to time, upon ten (10) days' prior notice to the Company, assign, sell, or otherwise dispose of, the Collateral or any of it, either with or without special or other conditions or stipulations, with power to buy the Collateral or any part of it, and with power also to execute assurances, and do all other acts and things for completing the assignment, sale or disposition which CITBC shall, in its sole discretion, deem appropriate or proper; and (e) in addition to the foregoing, in order to implement the assignment, sale or other disposal of any of the Collateral pursuant to subparagraph 3(d) hereof, CITBC may, at any time, pursuant to the authority granted in the Powers of Attorney described in paragraph 4 hereof (such authority becoming effective on the occurrence or continuation as hereinabove provided of an Event of Default), execute and deliver on behalf of the Company, one or more instruments of assignment of the Trademarks (or any application or registration thereof), in form suitable for filing, recording or registration in any country. The Company agrees to pay, when due all reasonable costs incurred in any such transfer of the Trademarks, including any taxes, fees and reasonable attorneys' fees, and all such costs shall be added to the Obligations. CITBC may apply the proceeds actually received from any such license, assignment, sale or other disposition to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by CITBC, and then to the Obligations, in such order as to principal or interest as CITBC may desire; and the Company shall remain liable and will pay CITBC on demand any deficiency remaining, together with interest thereon at a rate equal to the highest rate then payable on the Obligations and the balance of any expenses unpaid. Nothing herein contained shall be construed as requiring CITBC to take any such action at any time. In the event of any such license, assignment, sale or other disposition of the Collateral, or any of it, after the occurrence or continuation as hereinabove provided of an Event of Default, the Company shall supply its know-how and expertise relating to the manufacture and sale of the products bearing or in connection with the Trademarks are used, and its customer lists and other records relating to the Trademarks and to the distribution of said products, to CITBC or its designee.

4. **Power of Attorney** - Concurrently with the execution and delivery hereof, the Company is executing and delivering to CITBC, in the form of Exhibit 2 hereto, \_\_\_\_\_ originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademarks pursuant to paragraphs 3(d) and (e) hereof and the Company hereby releases CITBC from any claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by CITBC or its representatives under the powers of attorney granted herein, other than actions taken or omitted to be taken through the gross negligence or willful misconduct of CITBC finally declared by a court of competent jurisdiction.

5. **Governing Law; Jurisdiction, Waiver of Jury, etc.** - No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement and executed by the party to be charged. The execution and delivery of

this Agreement has been authorized by the Board of Directors of the Company and by any necessary vote or consent of stockholders thereof. This Agreement shall be binding upon the successors, assigns or other legal representatives of the Company, and shall, together with the rights and remedies of CITBC inure to the benefit of CITBC, its successors, assigns or other legal representatives. This Agreement, the Obligations and the Collateral shall be governed in all respects by the internal laws of the United States and the internal laws of the State of New York. THE COMPANY HEREBY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE STATE COURTS AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN SUCH STATE IN ANY ACTION OR PROCEEDING ARISING UNDER THIS AGREEMENT AND EACH HEREBY WAIVE TRIAL BY JURY. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby.

6. Miscellaneous

a. Any failure or delay by CITBC to require strict performance by Company of any of the provisions, warranties, terms, and conditions contained herein or in any other agreement, document, or instrument, shall not affect CITBC's right to demand strict compliance and performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of CITBC, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of CITBC and directed to Company, specifying such waiver.

b. All notices, requests and demands to or upon the respective parties hereto shall be deemed to have been duly given or made: if by hand, immediately upon delivery; if by telecopier, immediately upon sending; if by any overnight delivery service, one day after dispatch; and if mailed by certified mail, return receipt requested, two (2) days after mailing. All notices, requests and demands are to be given or made to the respective parties at the following addresses (or to such other addresses as either party may designate by notice in accordance with the provisions of this paragraph):

If to the Company:	The Sangamon Company West Route 48 Taylorville, Illinois 62568 Telecopier No. _____
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If to CITBC:	The CIT Group/Business Credit, Inc. 1211 Avenue of the Americas
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New York, New York 10036

Telecopier No. \_\_\_\_\_

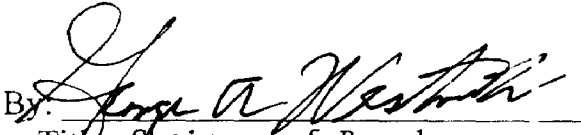
Attn: \_\_\_\_\_

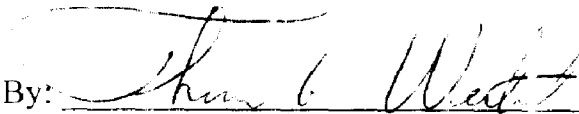
c. In the event any term or provision of this Agreement conflicts with any term or provision of the Financing Agreement, the term or provision of the Financing Agreement shall control.

d. In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

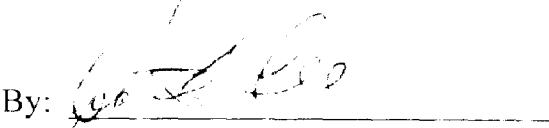
**IN WITNESS WHEREOF**, the Company and CITBC have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

**THE SANGAMON COMPANY**

By:   
Title: Chairman of Board

By:   
Title: President

**THE CIT GROUP/BUSINESS CREDIT, INC.**

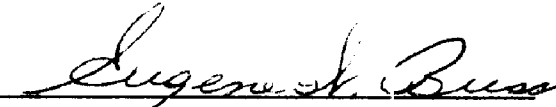
By:   
Title: VP

STATE OF ILLINOIS )

) SS:

COUNTY OF CHRISTIAN )

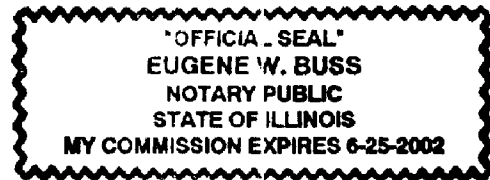
On this 2nd day of September, 1998, before me personally came George A. Westrick, to me known, who stated that (s)he is the Chairman of Board of THE SANGAMON COMPANY, the corporation described in and which executed the foregoing instrument; and that (s)he signed (her) his name thereto by order of the Board of Directors of said corporation.

  
Notary Public Eugene W. Buss

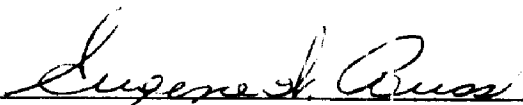
STATE OF ILLINOIS )

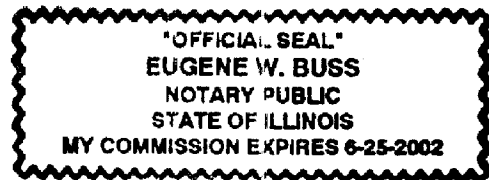
) SS:

COUNTY OF CHRISTIAN )



On this 2nd day of September, 1998, before me personally came Thomas G. Westrick, to me known, who stated that (s)he is the President Of THE SANGAMON COMPANY, the corporation described in and which executed the foregoing instrument; and that (s)he signed (her) his name thereto by order of the Board of Directors of said corporation.

  
Notary Public Eugene W. Buss



SCHEDULE A TO ASSIGNMENT FOR SECURITY TRADEMARKS

<u>Trademark</u>	<u>Number</u>	<u>Issuance Date</u>	<u>Product</u>
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Seal-A-Matic	860,108	11-12-68	Stationery
The Nicest Way to Remember	830,602	06-20-67	Greeting Cards
Timeless Impressions			
Soft Thoughts			
Color Mates			
Starlite Pastels			

SCHEDULE B TO SECURITY AGREEMENT  
LICENSES

License: Tom & Jerry

License Number: D94409

License Period: 06-01-94 to 05-31-99

Products: Calendars, Unboxed Greeting Cards, Thank-you Notes, Gift Wrap, Gift  
Tags, Enclosures and Gift Bags

# **EXHIBIT 1 TO SECURITY AGREEMENT**

## **ASSIGNMENT FOR SECURITY**

### **(TRADEMARKS)**

**WHEREAS, THE SANGAMON COMPANY**, an Illinois corporation (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule A, which trademarks are registered in the United States Patent and Trade-mark Office (the "Trademarks").

**WHEREAS**, Assignor is obligated to The CIT Group/Business Credit, Inc., a New York corporation (herein referred to as "Assignee"), and has entered into a Security Agreement and Mortgage-Trademarks (the "Agreement") in favor of Assignee; and

**WHEREAS**, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations hereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Agreement;

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 1211 Avenue of the Americas, New York, New York 10036.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 2nd day of Sept. 1998.

THE SANGAMON COMPANY

By George A. Westrick

Name George A. Westrick

Title Chairman of Board

By Thomas G. Westrick

Name Thomas G. Westrick

Title President

**SCHEDULE A TO ASSIGNMENT FOR SECURITY TRADEMARKS**

<b><u>Trademark</u></b>	<b><u>Number</u></b>	<b><u>Issuance Date</u></b>	<b><u>Product</u></b>
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Natural Beauty	1,128,280	12-25-79	Stationery
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Seal-A-Matic	860,108	11-12-68	Stationery
The Nicest Way to Remember	830,602	06-20-67	Greeting Cards
Timeless Impressions			
Soft Thoughts			
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Starlite Pastels			

SCHEDULE B TO SECURITY AGREEMENT  
LICENSES

License: Tom & Jerry

License Number: D94409

License Period: 06-01-94 to 05-31-99

Products: Calendars, Unboxed Greeting Cards, Thank-you Notes, Gift Vwrap, Gift Tags, Enclosures and Gift Bags



**SPECIAL POWER OF ATTORNEY**

STATE OF ILLINOIS )

) ss:

COUNTY OF CHRISTIAN )

**KNOW ALL MEN BY THESE PRESENTS, THE SANGAMON COMPANY,** an Illinois corporation with its principal office at West Route 48, Taylorville, Illinois 62568 (hereinafter called "Assignor") hereby appoints and constitutes **THE CIT GROUP/BUSINESS CREDIT, INC.** a New York corporation (hereinafter called "Assignee"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Assignor:


1. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Assignor in and to any trademarks, trade names, trade styles and service marks, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose; and

2. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Assignee may in its sole discretion determine.

This power of attorney is made pursuant to a Security Agreement and Mortgage-Trademarks, dated the date hereof, between Assignor and Assignee and takes effect solely for the purposes of paragraphs 3(d) and (e) thereof and is subject to the conditions thereof and may not be revoked until the payment in full of all "Obligations" as defined in such Security Agreement and Mortgage-Trademarks.

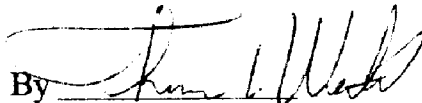
Dated: September 2, 1998

**THE SANGAMON COMPANY**

By 

Name George A. Westrick  
Title Chairman of Board

**THE SANGAMON COMPANY**

By 


Name Thomas G. Westrick  
Title President

STATE OF ILLINOIS )

) SS:

COUNTY OF CHRISTIAN )

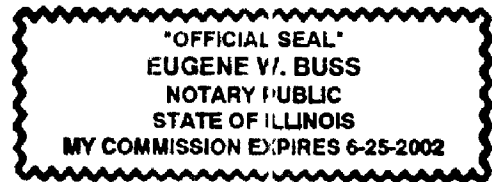
On this 2nd day of September, 1998, before me personally came George A. Westrick, to me known, who stated that (s)he is the Chairman of Board of THE SANGAMON COMPANY, the corporation described in and which executed the foregoing instrument; and that (s)he signed (her) his name thereto by order of the Board of Directors of said corporation.

  
Notary Public Eugene W. Buss

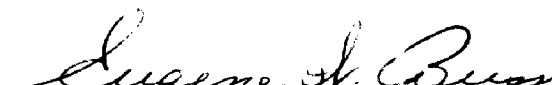
STATE OF ILLINOIS )

) SS:

COUNTY OF CHRISTIAN )



On this 2nd day of September, 1998, before me personally came Thomas G. Westrick, to me known, who stated that (s)he is the President Of THE SANGAMON COMPANY, the corporation described in and which executed the foregoing instrument; and that (s)he signed (her) his name thereto by order of the Board of Directors of said corporation.

  
Notary Public Eugene W. Buss

