

12-07-1998

*MRD*  
*11-09-98*



100914963

3 SHEET

*D*

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

1. Name of conveying party(ies):  
 NEW VISION MICROELECTRONIC  
 MANUFACTURING SYSTEMS, INC.  
 (a Delaware Corporation)

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

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

2. Name and address of receiving party(ies):  
 Name: SHIPLEY COMPANY, L.L.C.  
 Street Address: 455 Forest Street  
 City: Marlborough State: MASS Zip: 01752

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached  YES  NO

Additional name(s) & address(es) attached:  
 Yes  No

3. Nature of conveyance:  
 Assignment                     Merger  
 Security Agreement    Change of Name  
 Execution Date: October 26, 1998

4. Application no(s). or trademark no.(s):  
 A. Trademark Application No.(s)  
 B. Trademark Registration No. 1,613,654  
MONO-LITH

Additional numbers attached?  Yes  NO

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Rocco S. Barrese, Esq.  
 Street Address: DILWORTH & BARRESE  
333 Earle Ovington Blvd.  
 City: Uniondale State: NY Zip: 11553

6. Total number of applications and trademarks involved: 1

7. Total fee (37 C.F.R. §3.41): \$40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
04-1121  
 (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.

Mark S. Leonardo  
Reg. No. 41,433  
 Name of Person Signing

*Mark S. Leonardo*  
 Signature

November 15, 1998  
 Date

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

Do not detach this portion

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

Assistant Commissioner of Trademarks  
Box Assignments8  
2900 Crystal Drive  
Arlington, VA 22202-3513

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the same 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), Washington, D.C. 20503.

TRADEMARK

REEL: 1828 FRAME: 0373

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## SECURITY AGREEMENT

**THIS AGREEMENT** entered into as of the 26th day of October, 1998, by and between **SHIPLEY COMPANY, L.L.C.**, a Delaware limited liability company, having its principal address at 455 Forest Street, Marlborough, Massachusetts 01752 (the "Secured Party") and **NEW VISION MICROELECTRONIC MANUFACTURING SYSTEMS, INC.**, a Massachusetts corporation, having a principal address at 350 Massachusetts Avenue, Cambridge, Massachusetts 02139 (the "Debtor").

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

**WHEREAS**, the Secured Party has agreed to sell to the Debtor, pursuant to a Software Purchase Agreement of even date herewith (the "Purchase Agreement"), certain of the Secured Party's assets (the "Assets"); and

**WHEREAS**, pursuant to the Purchase Agreement, the parties have agreed that the Debtor shall pay a portion of the purchase price for the Assets in the form of a note, a copy of which is attached hereto as Exhibit A (the "Note"); and

**WHEREAS**, as a condition to the Secured Party entering into the Purchase Agreement, the Secured Party has required the execution and delivery of this Agreement as security for the complete payment and performance of the Debtor's obligations under the Note (the "Payment Obligations").

**NOW, THEREFORE**, in consideration of the Secured Party agreeing to consummate the transactions described in the Purchase Agreement, and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party and the Debtor hereby agree as follows:

#### **ARTICLE 1. GRANT OF SECURITY INTEREST**

1.1 To secure the prompt, punctual and faithful performance of all and each of the present and future Payment Obligations, the Debtor hereby grants to the Secured Party a continuing security interest in and to, and assigns to the Secured Party, all of the Debtor's right, title and interest in the following properties, assets and rights, all wherever located and whether now existing or hereafter acquired or arising (all of which, together with any other property in which the Secured Party may in the future be granted a security interest pursuant hereto, is referred to hereinafter as the "Collateral"):

- (a) The MONO-LITH<sup>®</sup> software, and all modules and versions thereof, including but not limited to the source code, object code, flowcharts, block diagrams and all related documentations, and all copyrights, trade secrets, inventions (whether or not patentable), proprietary rights and

- other intellectual property contained therein or represented thereby and all other rights pertaining thereto, if any;
- (b) The U.S. registered MONO-LITH® trademark and foreign registrations of the same (the "Trademarks");
  - (c) The MONO-LITH software manufacturing materials;
  - (d) any improvements, modifications, reissues, extensions or continuations made with respect to any of the foregoing;
  - (e) all rights, remedies, privileges and royalties of any of the foregoing; and
  - (f) all proceeds with respect to any of the foregoing.

1.2 The Debtor shall execute, upon request of the Secured Party, all such instruments as may be required by the Secured Party with respect to the perfection of the security interests granted herein.

## **ARTICLE 2. CERTAIN DEFINITIONS**

All capitalized terms not defined herein shall have the same meanings ascribed to such terms under the Purchase Agreement. The terms "Purchase Agreement," "Assets," "Note," and "Payment Obligations" shall have the meanings ascribed to them in the preambles of this Agreement.

## **ARTICLE 3. REPRESENTATIONS, WARRANTIES AND COVENANTS**

3.1 The Debtor is, and shall hereafter remain, the owner of the Collateral free and clear of all liens and charges with the exception of the security interests created herein.

3.2 The Collateral (other than object code versions of the software) is and shall be kept and maintained solely at the Debtor's Principal Place of Business.

3.3 The Debtor, from time to time, upon reasonable notice and during normal business hours (except in the case of an emergency), shall accord the Secured Party and the Secured Party's representatives with such access to all properties owned by or over which the Debtor has control, as the Secured Party and its representatives may reasonably require. The Debtor shall provide the Secured Party with such information concerning the Debtor, the Collateral, the operation of the Debtor's business, and the Debtor's financial condition as the Secured Party may reasonably request from time to time.

**3.4** The Debtor shall promptly pay, as they become due and payable, all taxes and all other charges of any kind or nature levied, assessed, or claimed against the Debtor or the Collateral by any person whose claim could result in a lien upon assets of the Debtor or by any governmental authority.

**3.5** The Debtor shall comply with all, and shall not use or permit the use of any of the Collateral in violation of any laws.

**3.6** The Debtor shall not sell or offer to sell, lease, or otherwise transfer or dispose of the Collateral or any part thereof or any interest therein, except in the ordinary course of business or with the consent of the Secured Party.

**3.7** The Debtor shall promptly notify the Secured Party of the institution of, and any adverse determination in, any proceeding in the United States Patent and Trademark Office or any other foreign or domestic governmental agency, court or body, regarding the Debtor's claim of ownership in any Trademark. In the event of any material infringement of any Trademark by a third party, such Debtor shall promptly notify the Secured Party of such infringement and shall take all reasonably necessary actions to obtain the cessation of such infringement and recover all damages resulting therefrom. If the Debtor shall fail to take such action within three (3) months after such notice is given to the Secured Party, the Secured Party may, but shall not be required to, itself take such action in the name of such Debtor, and the Debtor hereby appoints the Secured Party the true and lawful attorney-in-fact of the Debtor, for it and in its name, place and stead, on behalf of the Debtor, to commence judicial proceedings in any court or before any other tribunal to enjoin and recover damages for such infringement, any such damages due to the Debtor, net of costs and attorneys' fees, to be applied to the Payment Obligations.

**3.8.** The Debtor shall, at its sole expense, do, make, execute and deliver all such additional and further acts, things, deeds, assurances, and instruments, in each case in form and substance satisfactory to the Secured Party, relating to the creation, validity, or perfection of the security interests and assignments provided for in this Agreement, under the Uniform Commercial Code or other laws of the United States or The Commonwealth of Massachusetts or of any other countries or states as the Secured Party may from time to time request, and shall take all such other action as the Secured Party may require to more completely vest in and assure to the Secured Party its rights hereunder or in the Collateral. In the event that any rerecording or refile (or the filing of any statement of continuation or assignment of any financing statement) or any repledge or reassignment, or any other action, is required at any time to protect and preserve such security interest and assignments, the Debtor shall, at its sole cost and expense, cause the same to be done or taken at such time and in such manner as may be necessary and as may be requested by the Secured Party.

The Secured Party is hereby irrevocably appointed by the Debtor as its lawful attorney-in-fact and agent, with full power of substitution to execute and deliver on behalf of and in the name of the Debtor, such financing statements, assignments, pledges and other

documents and agreements, and to take such other action as the Secured Party may deem necessary for the purpose of perfecting, protecting or effecting the security interests and assignments granted herein and effected hereby, and any mortgages or liens necessary or desirable to implement or effectuate the same, under any applicable law, and the Secured Party is hereby authorized to file on behalf of and in the name of the Debtor at the Debtor's sole cost and expense, such financing statements, assignments, documents, and agreements in any appropriate governmental office.

**3.9** The agreements, representations, covenants and warranties contained herein are in addition to any others previously, presently or hereafter made by the Debtor to or with the Secured Party in any other instrument.

#### **ARTICLE 4. EVENTS OF DEFAULT**

Upon the occurrence of an Event of Default under the Note, at the option of the Secured Party, the Payment Obligations shall become immediately due and payable by the Debtor; in addition to which, the Secured Party may exercise its rights and remedies upon default, as set forth under this Agreement.

#### **ARTICLE 5. RIGHTS AND REMEDIES UPON DEFAULT**

**5.1** Upon the occurrence of any Event of Default and acceleration of the Payment Obligations, and at any time thereafter, the Secured Party shall have all of the rights and remedies of a secured party upon default under the UCC; in addition to which, the Secured Party shall have all of the following rights and remedies: (a) to take possession of the Collateral and to maintain and to use the same pending any disposition thereof; (b) to sell, lease, or otherwise dispose of any or all of the Collateral in its then condition or following such preparation or processing as the Secured Party deems advisable having due regard to compliance with any statute or regulation which might affect, limit, or apply to the Secured Party's disposition of the Collateral; and/or (c) to apply the proceeds of the Collateral, towards (but not necessarily in complete satisfaction of) the Payment Obligations in such order as the Secured Party may determine (in its sole and absolute discretion). Unless the Collateral is perishable, threatens to decline speedily in value, or is of a type customarily sold on a recognized market (in which event the Secured Party shall give the Debtor such notice as may be practicable under the circumstances), the Secured Party shall give the Debtor at least the greater of the minimum notice required by law or seven (7) days' prior written notice of the date, time and place of any proposed public sale, and/or of the date after which any private sale or other disposition of the Collateral may be made. The Secured Party may purchase the Collateral, or any portion of it, at any public sale conducted pursuant to this Agreement.

**5.2** In connection with the Secured Party's exercise of the Secured Party's Rights and Remedies, in accordance with and to the maximum extent permitted by applicable law,

the Secured Party may enter upon, occupy, and use any premises owned or occupied by the Debtor for the purpose of removing the Collateral.

**5.3** Upon the occurrence of any Event of Default, the Secured Party may require the Debtor to assemble the Collateral and make it available to the Secured Party at the Debtor's sole risk and expense at a place or places designated by the Secured Party which are reasonably convenient to both the Secured Party and the Debtor.

**5.4** The rights, remedies, powers, privileges, and discretions of the Secured Party hereunder and under the Purchase Agreement and the Note (herein, the "Secured Party's Rights and Remedies") shall be cumulative and not exclusive of any rights or remedies which it otherwise may have. No delay or omission by the Secured Party in exercising or enforcing any of the Secured Party's Rights and Remedies shall operate as, or constitute, a waiver thereof. No waiver by the Secured Party of any Event of Default shall operate as a waiver of any other default hereunder or under the Purchase Agreement or the Note. No exercise of any of the Secured Party's Rights and Remedies and no other agreement or transaction of whatever nature entered into between the Secured Party and the Debtor at any time, shall preclude any other exercise of the Secured Party's Rights and Remedies. No waiver by the Secured Party of any of the Secured Party's Rights and Remedies on any one occasion shall be deemed a waiver on any subsequent occasion, nor shall it be deemed a continuing waiver. All of the Secured Party's Rights and Remedies are cumulative and not alternative or exclusive and may be exercised by the Secured Party at such time or times and in such order of preference as the Secured Party in its sole discretion may determine.

**5.5** The rights, remedies, powers and privileges of the Secured Party under this Article 5 of this Security Agreement shall be subject to a certain Intercreditor Agreement entered into with USTRUST of even date herewith.

## **ARTICLE 6. MISCELLANEOUS**

**6.1** The Secured Party shall have no duty as to the collection or protection of the Collateral beyond the safe custody of such of the Collateral as may come into the possession of the Secured Party and shall have no duty as to the preservation of rights against prior parties or of any other rights pertaining thereto. The Secured Party's Rights and Remedies may be exercised without resort or regard to any other source of satisfaction of the Payment Obligations.

**6.2** The obligations of the Debtor under this Agreement shall continue in full force and effect until all of the Payment Obligations have been fully paid and performed.

**6.3** The Debtor shall pay, on demand, all costs and expenses (including, without limitation, attorneys' fees and expenses) now or hereafter reasonably incurred by the Secured Party in connection with the protection or enforcement of any of the Secured Party's rights

and remedies against the Debtor, any of the Collateral (including, without limitation, the exercise of any of the Secured Party's Rights and Remedies).

6.4 This Agreement shall be construed, and the rights and obligations of the Debtor and the Secured Party shall be determined, in accordance with the laws of the Commonwealth of Massachusetts. To the maximum extent permitted by applicable law, the Debtor hereby submits to the jurisdiction of the courts of the Commonwealth of Massachusetts and the United States District Court for the District of Massachusetts, as well as to the jurisdiction of all courts from which an appeal may be taken from the aforesaid courts, for the purpose of any suit, action or other proceeding arising out of, or with respect to the Note and/or this Agreement, and expressly waives any and all objections the Debtor may have as to venue in any of such courts.

6.5 This Agreement shall remain in full force and effect until specifically terminated in writing by a duly authorized officer of the Secured Party. In the event that any of the Payment Obligations remain outstanding, such termination by the Secured Party may be conditioned upon such further indemnifications provided to the Secured Party by or on behalf of the Debtor as the Secured Party may request. Until specifically terminated in writing as set forth above, this Agreement shall itself constitute conclusive evidence of validity, effectiveness and continuing force hereof and any Person may rely hereon. Upon the satisfaction in full of all of the Payment Obligations, the Secured Party, upon the written request of the Debtor, shall execute and deliver to the Debtor, at the Debtor's expense, all instruments of assignment or other instruments as may be necessary to establish full title of the Debtor to the Collateral, subject to any prior sale or other disposition pursuant to the terms and provisions of this Agreement.

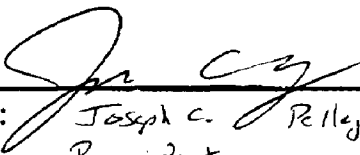
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IN WITNESS WHEREOF, the Debtor and the Secured Party duly executed this Agreement as a sealed instrument as of the day and year first above written.

**DEBTOR:**

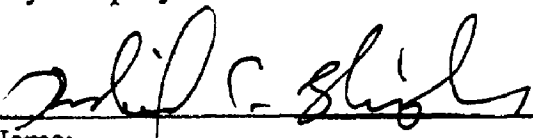
*gop*  
*Delaware*

**NEW VISION MICROELECTRONIC  
MANUFACTURING SYSTEMS, INC., a  
Massachusetts corporation**

By:   
Name: *Joseph C. Pellegrini*  
Title: *President*

**SECURED PARTY:**

**SHIPLEY COMPANY, L.L.C. , a Delaware limited  
liability company**

By:   
Name:  
Title:

537375\_3.WP6



**Exhibit A**

**PROMISSORY NOTE**

**\$175,000.00**

October 26, 1998

**FOR VALUE RECEIVED**, the undersigned, New Vision Microelectronic Manufacturing Systems, Inc., a Delaware corporation, having an address at 350 Massachusetts Avenue, Cambridge, Massachusetts 02139 (hereinafter referred to as the "Maker"), promises to pay to the order of Shipley Company, L.L.C. (hereinafter referred to as the "Lender") (the Lender and each successor, owner, endorsee, bearer and holder of this Note being hereinafter referred to as the "Holder") at its principal place of business located at 455 Forest Street, Marlborough, Massachusetts 01752, or at such other place as the Holder of this Note may from time to time designate in writing, in lawful money of the United States of America, in immediately available Federal funds or the equivalent and in the manner hereinafter provided, the principal sum of ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$175,000.00), with interest at the rate of interest defined below as the "Interest Rate," (such total principal and interest shall be hereinafter referred to as the "Note Amount"). Interest hereunder shall be calculated on the basis of a 360-day year, but charged for the actual days in a calendar year (or portion thereof) that the indebtedness evidenced by this Note remains outstanding.

1. **Terms of Payment.** The Maker shall pay the Note Amount to the Holder in accordance with the payment schedule attached as Schedule I hereto, such payments to be made by certified check or by wire transfer of immediately available funds to an account specified by the Holder. As contemplated on Schedule I, on October 26, 1999 (hereinafter referred to as the "Maturity Date"), the Maker shall pay to the Holder the entire principal balance then due, together with accrued and unpaid interest thereon and any costs and other amounts due under this Note.

2. **Interest Rate.** For the period from the date hereof through the Maturity Date, the Interest Rate shall be defined as the rate of interest per annum equal to nine percent (9%).

3. **Prepayment.** This Note may be paid by the Maker in full at any time and such prepayment shall be without penalty or premium.

All payments hereunder received by the Holder shall be applied by the Holder first to pay interest, the Holder's fee and expenses and any other sum (other than principal) due under this Note and the balance shall be applied by the Holder to the principal.

4. **Collection and Enforcement Costs.** Upon demand, the Maker shall reimburse the Holder for all costs and expenses, including, without limitation, attorneys' fees and expenses, paid or incurred by the Holder in connection with the collection of any sum

due hereunder, or in connection with the enforcement of any of Holder's rights or Maker's obligations under this Note.

5. **Continuing Liability.** The obligation of the Maker to pay the Note Amount and all other costs, charges and sums due hereunder shall continue in full force and effect and in no way shall be impaired, until the actual payment thereof to the Holder.

6. **Events of Default.** The following events shall constitute "Events of Default" hereunder:

(a) the Maker defaults in the payment of the Note Amount as set forth on Schedule I;

(b) the Maker defaults in performance or observation of any other obligation, covenant or liability under this Note or the Security Agreement and such default shall continue for a period of fifteen (15) days;

(c) the Maker (i) makes an assignment for the benefit of creditors; (ii) files a petition in bankruptcy, petitions or applies for a receiver or a trustee for all or any substantial part of its property or such a receiver or trustee is appointed, or commences a proceeding under any bankruptcy, reorganization, arrangements, readjustment of debt, dissolution or liquidation law, or statute of any jurisdiction, or any such proceeding is commenced against it, any of which shall remain without having been dismissed for a period of thirty (30) days or more, or (iii) is adjudicated insolvent or bankrupt;

(d) Dissolution or liquidation of the Maker; or

(e) such time as Joseph C. Pellegrini no longer provides services on a full time basis to the Maker, including by reason of death or physical or mental incapacity.

7. **Rights and Remedies for an Event of Default**

Upon the occurrence of an Event of Default, the balance then remaining unpaid, at the option of the Holder, shall immediately become due and payable. In addition, the Holder shall be entitled to, and the Maker shall pay: (a) interest at the maximum rate permitted by the law of Massachusetts not to exceed twelve percent (12%) per annum on the unpaid balance of this Note (commencing upon the date when such payment is due), and (b) costs and expenses of collection and enforcement of the provisions of this Note, including without limitation, reasonable fees and disbursements of counsel. In addition, upon the occurrence of an Event of Default, the Holder shall be entitled to pursue any available legal remedies to collect any amount due under this Note.

8. **Amendments and Modifications.** This Note may not be amended, modified, revised or terminated except by an agreement in writing signed by the party against whom enforcement is sought.

9. **Waivers.** The Maker and each endorser, surety, and guarantor hereof, jointly and severally, waive presentment for payment, demand, notice of nonpayment, notice of dishonor, protest of any dishonor, suretyship defenses, notice of protest, and protest of this Note, and all other notices in connection with the delivery, acceptance, performance, default (except notice of default as specifically elsewhere herein required), or enforcement of the payment of this Note, and agree that the liability of each of them shall be unconditional without regard to the liability of any other party and shall not be in any manner affected by any indulgence, extension of time, renewal, waiver, or modification granted or consented to by Holder; and the Maker and all endorsers, sureties and guarantors hereof consent to any and all extensions of time, renewals, waivers, or modifications that may be granted by the Holder with respect to the payment or other provisions of this Note, and to the release of the collateral, or any part thereof, with or without substitution, and agree that additional makers, endorsers, guarantors, or sureties may become parties hereto without notice to them or affecting their liability hereunder.

The Holder shall not by any act, delay, omission or otherwise be deemed to waive any of its rights or remedies hereunder unless such waiver is in writing and signed by the Holder, and then only to the extent specifically set forth therein; a waiver as to a default hereunder shall not be construed as continuing or as a bar to or waiver of such right or remedy on a subsequent event. The acceptance by the Holder of any payment hereunder that is less than payment in full of all amounts due at the time of such payment shall not (i) constitute a waiver of the right to exercise any of the Holder's remedies at that time or at any subsequent time, (ii) constitute an accord and satisfaction, or (iii) nullify any prior exercise of any remedy, without the express written consent of the Holder. The rights and remedies provided to the Holder hereunder are separate and cumulative and not exclusive of any right or remedy provided to the Holder at law or in equity or by any other agreement.

Any failure by the Holder to accelerate the maturity hereof by reason of a default hereunder, acceptance of a past due installment, or indulgences granted from time to time shall not be construed (i) as a novation of this Note or as a reinstatement of the indebtedness evidenced hereby or as a waiver of such right of acceleration or of the right of the Holder thereafter to insist upon strict compliance with the terms of this Note, or (ii) to prevent the exercise of such right of acceleration or any other right granted hereunder or under applicable law; and, to the maximum extent permitted by law, the Maker hereby expressly waives the benefit of any statute or rule of law or equity now provided, or which may hereafter be provided, which would produce a result contrary to or in conflict with the foregoing.

10. **Successors and Assigns.** The provisions of this Note shall be binding on the Maker and its successors and assigns, and this Note and all of the covenants herein contained shall inure to the benefit of the Holder and its successors and assigns.

11. **Applicable Law.** This Note is being executed and delivered in Boston, Massachusetts, and shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, to the maximum extent that the parties may so lawfully agree.

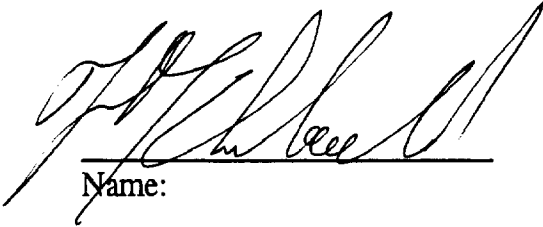
12. **Invalidity.** If any provision of this Note or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Note, nor the application of such provision to any other person or circumstance shall be affected thereby, but rather the same shall be enforced to the maximum extent permitted by law. Notwithstanding the foregoing, if such provision relates to the payment of a monetary sum, then the Holder may, at its option, declare the entire indebtedness evidenced hereby due and payable upon sixty (60) days' prior written notice to the Maker.

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IN WITNESS WHEREOF, the Maker has duly executed this Note as a sealed instrument as of the day and year first above written.

WITNESS:


NEW VISION MICROELECTRONIC  
MANUFACTURING SYSTEMS, INC., a  
Delaware corporation



\_\_\_\_\_

Name:

537249\_3.WP6

By  \_\_\_\_\_

Name:

Title:

Joseph A. Pellegrini  
President

SCHEDULE I

SCHEDULE OF THE PAYMENTS

Principal: \$175,000.00

Interest Rate: 9.0%

<u>Payment</u>	<u>Interest</u>	<u>Principal</u>	<u>Due Date</u>
\$15,304.01	\$1,312.50	\$13,991.51	November 26, 1998
\$15,304.01	\$1,207.56	\$14,096.44	December 26, 1998
\$15,304.01	\$1,101.84	\$14,202.17	January 26, 1999
\$15,304.01	\$995.32	\$14,308.68	February 26, 1999
\$15,304.01	\$888.01	\$14,416.00	March 26, 1999
\$15,304.01	\$779.89	\$14,524.12	April 26, 1999
\$15,304.01	\$670.96	\$14,633.05	May 26, 1999
\$15,304.01	\$561.21	\$14,742.80	June 26, 1999
\$15,304.01	\$450.64	\$14,853.37	July 26, 1999
\$15,304.01	\$339.24	\$14,964.77	August 26, 1999
\$15,304.01	\$227.00	\$15,077.01	September 26, 1999
\$15,304.01	\$113.93	\$15,190.08	October 26, 1999
TOTAL \$183,648.12	\$8,648.10	\$175,000.00	