

TRA

06-25-1999

Patent and Trademark Office

To the Honorable Commissioner of Patents and



inal documents or copy thereof.

1. Name of conveying party(ies):

Beehive Acquisition Corp.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State of Delaware
☐ 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: March 23, 1999

101075818

Name: Manufacturers and Traders Trust CompanyStreet Address: One M&T PlazaCity: Buffalo State: NY ZIP: 14240

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State of New York
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No(Designations must be a
Additional name(s) and

06-10-1999

U.S. Patent & TMO/TM Mail Rcpt Dt. #01

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

A. Trademark Application No.(s)

B. Trademark No.(s) 1,787,385Additional Numbers attached? ☐ Yes ☒ No

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

Name: Martin G. Linihan, Esq.Hodgson, Russ, Andrews, Woods & Goodyear, LLPInternal Address: Intellectual Property Law SectionStreet Address: One M&T Plaza, Suite 2000City: Buffalo State: NY ZIP: 14203-23916. Total number of applications and registrations involved: /1/7. Total fee (37 CFR 3.41)..... \$40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:
08-2442

(Attach duplicate copy of this page if paying by deposit account)

06/24/1999 INBUYEN 00000326 1787385

01 FC:401

40.00 DP

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.

Martin G. Linihan, Reg. No. 24,926

Name of Person Signing

Signature

June 8, 1999

Date

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

22

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

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

In consideration of Manufacturers and Traders Trust Company, a New York banking corporation having its chief executive office at One M&T Plaza, Buffalo, New York 14240, (the "Secured Party") heretofore or hereafter (1) extending or agreeing to extend any credit or other financial accommodation to or relying on any guaranty, endorsement or other assurance of payment of Beehive Acquisition Corp., a Delaware business corporation having its chief executive office at 3425 Walden Avenue, Depew, New York 14043 (the "Debtor") or (2) agreeing to any direct or indirect extension, renewal, refinancing or other modification or replacement of or waiving or forbearing from exercising any right or remedy relating to any obligation heretofore or hereafter arising as a result of any such credit or other financial accommodation, and for other valuable consideration, the receipt of which is acknowledged, the Debtor agrees with the Secured Party as follows:

1. **DEFINITIONS.** In this Agreement:

a. **Associated Goodwill.** "Associated Goodwill" means all goodwill of the Debtor and its business, products and services now or hereafter appurtenant to, associated with or symbolized by any of the Trademarks or the use of any thereof.

b. **Collateral.** The "Collateral" means collectively, wherever located, whether now owned or hereafter acquired or owned alone or otherwise and whether or not subject to Article 9 of the Uniform Commercial Code or described in any schedule heretofore or hereafter delivered to the Secured Party by the Debtor, (i) all of the Pledged Trademarks, (ii) all direct or indirect options and rights of the Debtor arising pursuant to or otherwise relating to, additions to, extensions, renewals, improvements and other modifications and replacements of, royalties and other income and payments on account of and Proceeds and other proceeds of any replacement, release, surrender, discharge, exchange, conversion, assignment or other transfer, collection or sale or other disposition of or exercise of any option or right relating to any of the Pledged Trademarks, whether arising from any action taken by the Debtor or the Secured Party or otherwise, (iii) all Proceeds, other proceeds and Products of any of the things referred to in clauses (i) and (ii) of this sentence and (iv) all records (including, but not limited to, computerized records), technical information and data of the Debtor relating to any of the things referred to in clauses (i), (ii) and (iii) of this sentence.

c. **Event of Default.** An "Event of Default" occurs or exists if (i) any Event of Default (as such term is defined in the Loan Agreement) occurs or exists or (ii) there occurs any loss, theft or destruction of or damage to any substantial portion of the Collateral or any substantial decline in the value of the Collateral that would or might have any Material Adverse Effect (as such term is defined in the Loan Agreement).

d. Loan Agreement. The "Loan Agreement" means a Corporate Term Loan Agreement, dated the date of this Agreement, among the Debtor and the Secured Party, as such Corporate Term Loan Agreement may hereafter be modified at any time and whether or not such Corporate Term Loan Agreement remains in effect.

e. Obligations. The "Obligations" means collectively all obligations to the Secured Party in any capacity for the payment of any money, however evidenced, regardless of kind, class or form, whether for the payment of any principal, interest, fee, charge, cost or expense or otherwise, incurred for any business, commercial or agricultural purpose or otherwise, now existing or hereafter arising or accruing, created directly or by any assignment or other transfer, direct or indirect, absolute or contingent (whether pursuant to any guaranty, endorsement or other assurance of payment or otherwise), similar or dissimilar or related or unrelated and whether or not arising or accrued subsequent to any commencement of or made, proved, voted or allowed as a claim in any case or other proceeding pursuant to any bankruptcy, insolvency or similar statute, that have been heretofore or are hereafter incurred by, in any capacity and whether alone or otherwise, the Debtor or, if the Debtor is not an individual, any direct or indirect successor of the Debtor or any direct or indirect assignee or other transferee of all or substantially all of the assets of the Debtor.

f. Other Collateral. "Other Collateral" means, other than the Collateral, (i) any collateral, subordination, guaranty, endorsement or other security or assurance of payment now or hereafter securing the payment of or otherwise applicable to any of the Obligations or (ii) any obligation of the Secured Party, whether pursuant to any Deposit Account or certificate of deposit or otherwise, now or hereafter available for setoff against any of the Obligations.

g. Other Obligor. "Other Obligor" means, other than the Debtor, any Person who or that is now or hereafter liable, whether directly or indirectly or absolutely or contingently, for the payment of any of the Obligations.

h. Person. "Person" means (i) any individual, corporation, partnership, limited liability company, joint venture, trust, unincorporated association, government or political subdivision, (ii) any court, agency or other governmental body or (iii) any other entity, body, organization or group.

i. Permitted Lien. "Permitted Lien" means any security interest in or other lien on any of the Collateral (i) in favor of the Secured Party or (ii) fully and accurately described in Exhibit A attached to and made a part of the Loan Agreement.

j. Pledged Trademarks. "Pledged Trademarks" means collectively, all of the Debtor's right, title and interest in and to all of the Trademarks, Trademark

Registrations, Trademark License Rights, Trademark Rights, Associated Goodwill and Related Assets.

k. Related Assets. "Related Assets" means collectively all assets, rights and interests of the Debtor that reflect or embody the Associated Goodwill, including, but not limited to, the following:

i. all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing, production, delivery and quality control procedures, product and service specifications, catalogs, price lists and advertising materials relating to the manufacture, production, delivery, provision or sale of goods or services under or in association with any of the Trademarks; and

ii. the following documents and other things in the possession or under the control of the Debtor, or subject to its demand for possession or control, relating to the production, delivery, provision or sale by the Debtor, or any affiliate, franchisee, licensee or contractor of the Debtor, of products or services sold by or under the authority of the Debtor in connection with any of the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date of this Agreement:

(A) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customer, dealer or distributor of the Debtor, or any affiliate, franchisee, licensee or contractor of the Debtor, for products or services sold under or in connection with any of the Trademarks or Trademark Rights, including, but not limited to, all lists and documents containing information regarding each such customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(B) all agreements (including, but not limited to, franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with any of the Trademarks or Trademark Rights;

(C) all agreements and documents relating to the identity and locations of all sources of supply, and all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with any of the Trademarks or Trademark Rights; and

(D) all agreements and documents constituting or concerning the present or future advertising and promotion, or proposed advertising and promotion, by the Debtor or any affiliate, franchisee, licensee or contractor of the Debtor, of products or services sold or to be sold under or in connection with any of the Trademarks or Trademark Rights.

l. Security Interest. "Security Interest" means any security interest or other lien granted or otherwise created pursuant to the first sentence of Section 2 of this Agreement.

m. Trademarks. "Trademarks" means collectively all of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to any of the products, services or businesses of the Debtor that (i) are listed on Exhibit A attached to and made a part of this Agreement (as such Exhibit A may hereafter be modified at any time), (ii) have been adopted, acquired, owned, held or used by the Debtor or are now owned, held or used by the Debtor, in the Debtor's business, or with the Debtor's products and services, or in which the Debtor has any right, title or interest, or (iii) are hereafter adopted, acquired, owned, held or used by the Debtor in the Debtor's business or with the Debtor's products and services, or in which the Debtor hereafter acquires any right, title or interest.

n. Trademark Registrations. "Trademark Registrations" means collectively all past, present and future federal, state and foreign registrations of any of the Trademarks, and all past, present and future applications for any such registrations and all such registrations thereof upon approval of any such applications, together with all rights (but not any obligation) to apply for such registrations and prosecute such applications in the name of the Debtor or the Secured Party, and to take all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

o. Trademark License Rights. "Trademark License Rights" means collectively all past, present and future rights and interests of the Debtor pursuant to any past, present or future franchising or licensing agreement in favor of the Debtor, or to which the Debtor was, is or shall be a party, pertaining to any of the Trademarks, Trademark Registrations or Trademark Rights heretofore or hereafter owned or used by third parties, including, but not limited to, any right (but not any obligation) in the name of the Debtor or the Secured Party to enforce, and sue and recover for, any breach or violation of any such agreement to which the Debtor was, is or shall be a party.

p. Trademark Rights. "Trademark Rights" means collectively all past, present and future rights in, to or associated with any of the Trademarks throughout the world, whether arising under any federal, state or foreign statute, regulation or other law or

otherwise, including, but not limited to, (i) all such rights arising out of or associated with any of the Trademark Registrations, (ii) all rights (but not any obligation) to register claims under any state, federal or foreign trademark statute, regulation or other law, (iii) all rights (but not any obligation) to sue or bring opposition or cancellation proceedings in the name of the Debtor or the Secured Party for any past, present or future infringement or dilution of or any other damages or injury to any of the Trademarks or Associated Goodwill, or to any of the rights referred to in clause (i) or (ii) of this sentence, (iv) all rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury and (v) the Trademark License Rights.

q. Uniform Commercial Code. "Uniform Commercial Code" means the Uniform Commercial Code of the State of New York as in effect on the date of this Agreement.

r. use. "use" means, with respect to any Trademark, all uses of such Trademark by, for or in connection with the Debtor or its business or for the direct or indirect benefit of the Debtor or its business, including, but not limited to, all such uses by the Debtor itself, or by any affiliate, franchisee, licensee or contractor of the Debtor.

s. Other Terms. Each of the following terms has the meaning given it for purposes of Article 9 of the Uniform Commercial Code: (i) Account Debtor, (ii) Deposit Account, (iii) General Intangible, (iv) Proceeds and (v) Products.

2. GRANT OF SECURITY INTEREST. To secure the payment of the Obligations, the Debtor grants to the Secured Party a security interest in and assigns, pledges and hypothecates to the Secured Party the Collateral. Each Security Interest is a continuing, absolute and unconditional security interest or other lien.

3. REINSTATEMENT OF OBLIGATIONS. Each portion of the Obligations heretofore or hereafter paid or satisfied by any of the Collateral, or any money or Other Collateral, heretofore or hereafter received, applied or retained by the Secured Party and later recovered from the Secured Party as a result of any claim, (including, but not limited to, any claim involving any allegation that any money constituted trust funds or that the receipt, application or retention of any of the Collateral or any money or Other Collateral or the grant, perfection or other creation or protection of any security interest in or other lien on any of the Collateral or any Other Collateral constituted a preference or fraudulent conveyance or transfer), however asserted and whether now existing or hereafter arising, shall be reinstated as part of the Obligations for purposes of this Agreement as of the date it originally arose or accrued.

4. COVENANTS.

a. Affirmative Covenants. The Debtor shall (i) maintain complete and accurate records relating to the Collateral, (ii) before the end of any applicable grace period, pay each tax, assessment, fee and charge (including, but not limited to, each maintenance fee and annuity) imposed by any government or political subdivision upon any of the Collateral, any ownership, possession, use or sale or other disposition of any of the Collateral, this Agreement or any instrument or other writing evidencing any of the Obligations except to the extent otherwise permitted by the Loan Agreement, (iii) obtain and maintain in full force and effect each authorization, certification, certificate, approval, permit, consent, franchise and license necessary for any ownership, possession, use or sale or other disposition of any of the Collateral unless the failure to so obtain and maintain in full force and effect would not have any Material Adverse Effect (as such term is defined in the Loan Agreement), (iv) assume complete responsibility for the prosecution, defense and enforcement of any of the Collateral or any right relating thereto, and for the taking of any action necessary or appropriate in connection therewith, and in furtherance thereof (A) prosecute diligently any now or hereafter pending trademark registration application relating to or included in any of the Trademarks unless the failure to do so would not have any Material Adverse Effect (as such term is defined in the Loan Agreement) and (B) preserve and maintain all rights in the Trademarks and Trademark Registrations, and, in connection therewith, file appropriate declarations of use, renewal applications and other instruments, and take all other necessary actions, to maintain the Trademark Registrations in full force and effect unless the failure to so preserve and maintain would not have any Material Adverse Effect (as such term is defined in the Loan Agreement), (v) defend the Collateral against each demand, claim, counterclaim, setoff and defense asserted by any Person other than the Secured Party (including, but not limited to, any Account Debtor) and (vi) promptly notify the Secured Party (A) of any threat or commencement of any action or other legal proceeding, any entry of any judgment or order of any court, agency or other governmental body, any final adverse determination by the United States Patent and Trademark Office or any similar United States or foreign agency or other governmental body, or any assertion by any Account Debtor or other Person of any demand, claim, counterclaim, setoff or defense, relating to any of the Collateral, (B) of any occurrence or existence of any Event of Default, any event or condition that, after notice, lapse of time or both notice and lapse of time, would constitute any Event of Default or any event or condition that has or will or might have any material adverse effect on any of the Collateral and (C) if the Debtor shall hereafter obtain any right, title or interest in or to any Trademark, Trademark Registration or Trademark Right included in the Collateral and not in existence on the date of this Agreement.

b. Negative Covenants. Without the written consent of the Secured Party, the Debtor shall not (i) create, permit to exist or agree to or otherwise incur any obligation to create or permit to exist any security interest in or other lien on any of the Collateral other than Permitted Liens, (ii) execute or permit to be filed, registered or recorded or remain on file or record in any public office any financing statement or amendment of any financing statement relating to any of the Collateral, or any security agreement, instrument of assignment or other

writing relating to any Security Interest, and naming any Person other than the Secured Party as a secured party or other lienholder or assignee, except for any financing statement or amendment of any financing statement, or any security agreement, instrument of assignment or other writing, heretofore consent to by the Secured Party in writing or relating solely to any Permitted Lien, (iii) sell or otherwise dispose of any of the Collateral or any interest in any of the Collateral, (iv) use, permit the use of or sell or otherwise dispose of any of the Collateral in any manner that would or might violate or result in any violation of applicable law (including, but not limited to, any criminal statute), (v) change or permit any change in the location of any of the Collateral not in the possession or control of or enroute to or from the Secured Party or (vi) upon or any time after any occurrence or existence of any Event of Default or any giving by the Secured Party to the Debtor of any notice to the contrary, (A) enforce, extend, renew, refinance or otherwise modify or replace, request, demand, accept, collect or otherwise realize upon, compromise, cancel, discharge, subordinate, accelerate, give any receipt, release or discharge relating to, commence, prosecute or settle any action or other legal proceeding relating to, waive or forbear from exercising any right or remedy relating to or otherwise adversely affect any obligation of any Account Debtor or other Person relating to any of the Collateral or (B) agree or otherwise incur any obligation to do anything described in clause (vi)(A) of this sentence.

c. Additional Covenants Triggered by Request of Secured Party.

Promptly upon the request of the Secured Party, the Debtor shall (i) execute and deliver to the Secured Party each financing statement, amendment of any financing statement, instrument of assignment and other writing (including, but not limited to, each amendment of this Agreement and each additional security agreement), and take each other action, requested by the Secured Party to perfect or maintain the validity, perfection or priority of any Security Interest, otherwise protect the interest of the Secured Party in any of the Collateral, whether under applicable law or otherwise, verify any of the Collateral or otherwise accomplish any purpose of this Agreement, (ii) provide to the Secured Party all information requested by the Secured Party and relating to any of the Collateral and (iii) permit each officer, employee, accountant, attorney and other agent of the Secured Party to inspect the Collateral and audit, copy and extract each record included in the Collateral.

5. POWER OF ATTORNEY. The Debtor irrevocably appoints the Secured Party as the attorney-in-fact of the Debtor, with full power of substitution and revocation, to take, in the name of the Debtor or otherwise, each action relating to any of the Collateral that the Debtor could take (including, but not limited to, (a) endorsing, or executing and delivering any financing statement, amendment of any financing statement, application for any certificate of title, notice of lien, instrument of assignment or other writing relating to, any of the Collateral, (b) upon and at any time after the occurrence or existence of any Event of Default that is not waived in writing by the Secured Party or cured, receiving and collecting any mail addressed to the Debtor, directing the place of delivery of any such mail, opening any such mail and removing from any such mail and retaining any enclosure evidencing or relating to any of

the Collateral, (c) upon and at any time after the occurrence or existence of any Event of Default that is not waived in writing by the Secured Party or cured, obtaining, settling and canceling any insurance on any Goods included in the Collateral and using any payment in connection with any such insurance to pay any of the Obligations, whether due or not due, (d) taking any action described in clause (vi) of Section 4b of this Agreement and (e) taking any action to perfect or maintain the validity, perfection or priority of any Security Interest, otherwise protect the interest of the Secured Party in any of the Collateral, whether under applicable law (including, but not limited to, the Federal Assignment of Claims Act and the Lien Law of the State of New York) or otherwise, or otherwise accomplish any purpose of this Agreement), except that, until any notice of intention to do so is given by the Secured Party to the Debtor upon or at any time after any occurrence or existence of any Event of Default, the Secured Party may not, as such attorney-in-fact, exercise or direct the exercise of any option, right of subscription or voting or management right relating to or give any consent, ratification or other approval relating to any Security included in the Collateral or, except as expressly permitted by this Agreement, sell, lease or otherwise dispose of any of the Collateral. The power of attorney given pursuant to the preceding sentence is coupled with an interest in favor of the Secured Party and shall not be terminated or otherwise affected by the death, disability or incompetence of the Debtor.

6. CERTAIN RIGHTS, REMEDIES AND DUTIES.

a. Rights and Remedies Pursuant to Applicable Law. With respect to the Collateral, the Secured Party shall have, but shall not be obligated to exercise, each applicable right and remedy pursuant to applicable law (including, but not limited to, the Uniform Commercial Code) or this Agreement.

b. Additional Rights Without Event of Default. The Secured Party shall have the right, but shall not be obligated, to (i) file, register or record in any public office, without the signature of the Debtor and signed, if necessary, by the Secured Party, each financing statement or amendment of any financing statement, and each security agreement, instrument of assignment or other writing (including, but not limited to, this Agreement or any notice thereof), relating to any of the Collateral or any Security Interest that the Secured Party desires to file, register or record, (ii) verify any of the Collateral in any manner or through any medium, whether directly with any Account Debtor or other Person obligated with respect thereto or otherwise or in the name of the Debtor or otherwise and (iii) without the signature or approval of the Debtor, modify Exhibit A attached to and made a part of this Agreement to refer to any of the Collateral not then described thereon.

c. Additional Rights Upon or After Event of Default. Upon or at any time after any occurrence or existence of any Event of Default that is not waived in writing by the Secured Party or cured, the Secured Party shall have the right, but shall not be obligated, to (i) perform each obligation of the Debtor pursuant to this Agreement, (ii) without any judicial

process but without any breach of the peace, (A) enter upon each premises of the Debtor and (B) take possession of and remove from each such premises any of the Collateral, (iii) notify each Account Debtor or other Person obligated with respect to any of the Collateral of the interest of the Secured Party therein, direct such Account Debtor or other Person to make each payment with respect thereto directly and solely to the Secured Party and take control of all Proceeds and other proceeds thereof, (iv) without the payment of any compensation of any kind, use each General Intangible (including, but not limited to, each Trademark, Trademark Right, patent, copyright, license and franchise) of the Debtor, whether or not included in the Collateral, to the extent of the rights of the Debtor therein, for the purpose of exercising any right or remedy of the Secured Party pursuant to this Agreement or arising as a result of this Agreement, and, to such extent for such purpose, the Debtor irrevocably grants the Secured Party a license in each such General Intangible and (v) transfer to or register in the name of the Secured Party or any nominee of the Secured Party any of the Collateral so that the Secured Party appears as the sole owner of record thereof, whether such transfer or registration is made with or without reference to this Agreement or any Security Interest.

d. Standards for Sale or Other Disposition in Commercially Reasonable Manner. If upon or at any time after any occurrence or existence of any Event of Default the Secured Party opts for any sale or other disposition of any of the Collateral, (i) no restriction on the prospective purchasers in such sale or other disposition or other restriction on any aspect of such sale or other disposition (including, but not limited to, the advertising or conduct thereof) imposed by the Secured Party in order to comply with applicable law (including, but not limited to, any banking statute) shall be a factor in determining such sale or other disposition to have been made in other than a commercially reasonable manner, and (ii) such sale or other disposition shall not be determined to have been made in other than a commercially reasonable manner solely by reason of (A) its not being a public sale or (B) the failure of the Secured Party to comply with any agreement between the Secured Party and the Debtor with respect to any aspect thereof (including, but not limited to, the advertising or conduct thereof).

e. Application of Proceeds. The Secured Party shall apply all proceeds received by the Secured Party from any collection or sale or other disposition of or other recovery upon or otherwise on account of any of the Collateral first to liabilities, costs and expenses described in Sections 8 and 9 of this Agreement and then to the remainder of the Obligations, whether due or not due, in any order determined by the Secured Party.

7. STANDARDS OF CARE. The Secured Party shall be deemed to have exercised reasonable care in the custody or preservation of any of the Collateral that is transferred to or registered in the name of the Secured Party or any nominee of the Secured Party if (a) the treatment thereof by the Secured Party is substantially equal to the treatment by the Secured Party of assets of the Secured Party of a similar nature or (b) the Secured Party takes any

action in the custody or preservation thereof reasonably specified by the Debtor in a notice received by the Secured Party in a reasonable time to evaluate and take such action; provided, however, that (i) any failure to take such action shall not of itself be deemed to be a failure to exercise such reasonable care, (ii) in no event shall the Secured Party be obligated to take such action if the Secured Party determines that doing so would or might have any adverse effect on the value of the Collateral or otherwise be incompatible with any provision or purpose of this Agreement and (iii) in no event shall the Secured Party be obligated to (A) preserve any right or remedy against any prior party obligated pursuant to any of the Collateral, whether or not in the possession or under the control of the Secured Party, (B) ascertain or notify the Debtor of any maturity, call, exchange, conversion, redemption, offer, tender or similar matter relating to any of the Collateral, whether or not the Secured Party has knowledge thereof, or (C) provide to the Debtor any notice or other communication received by the Secured Party or any nominee of the Secured Party and relating to any of the Collateral.

8. **EXPENSES.** The Debtor shall pay to the Secured Party on demand each cost and expense (including, but not limited to, if the Secured Party retains counsel for advice, litigation or any other purpose, reasonable attorneys' fees and disbursements) heretofore or hereafter incurred by the Secured Party in (i) searching for, filing or recording or obtaining any information relating to any financing statement, amendment of any financing statement, application for any certificate of title, notice of lien, instrument of assignment or other writing relating to any of the Collateral or otherwise obtaining any information relating to the Debtor or any of the Collateral, (ii) taking any action pursuant to this Agreement or in connection with the custody or preservation of any of the Collateral or (iii) endeavoring to (A) enforce any obligation of the Debtor pursuant to this Agreement or preserve or exercise any right or remedy of the Secured Party pursuant to this Agreement or arising as a result of this Agreement or (B) preserve or exercise any right or remedy relating to, take possession of, remove from any premises, store, prepare for any sale, lease or other disposition or collect, sell, lease or otherwise dispose of or otherwise realize upon any of the Collateral. After such demand for the payment of any cost or expense incurred by the Secured Party in performing any obligation of the Debtor pursuant to this Agreement, the Debtor shall pay interest on the portion of such cost or expense remaining unpaid at an annual rate that shall each day be equal to the lesser of (i) the highest rate of interest payable such day pursuant to the Loan Agreement or (ii) the highest rate permitted such day by applicable law.

9. **INDEMNIFICATION.** The Debtor shall indemnify the Secured Party and each officer, employee, accountant, attorney and other agent of the Secured Party on demand, without any limitation as to amount, against each liability, cost and expense (including, but not limited to, if the Secured Party retains counsel for advice, litigation or any other purpose, reasonable attorneys' fees and disbursements) heretofore or hereafter imposed on, incurred by or asserted against the Secured Party or such officer, employee, accountant, attorney or other agent as a result of any claim (including, but not limited to, any claim involving any allegation of any

violation of applicable law (including, but not limited to, any criminal statute), however asserted and whether now existing or hereafter arising, arising out of any ownership, possession, use, operation or sale, lease or other disposition of any of the Collateral.

10. TERMINATION. This Agreement shall remain in full force and effect until and shall terminate only upon (a) the actual receipt by an officer of the Secured Party at the chief executive office of the Secured Party of a written notice of (i) the termination of this Agreement by the Debtor, (ii) if the Debtor is an individual, the death of the Debtor or the judicial declaration of the Debtor's incompetence or (iii) if the Debtor is not an individual, the dissolution or cessation of existence of the Debtor, (b) the expiration of a reasonable period of time for the Secured Party to act upon such notice and (c) the final and indefeasible payment in full of (i) each portion of the Obligations (A) arising or accrued before such receipt of such notice and the expiration of such period of time, (B) thereafter arising or accruing as a result of any credit or other financial accommodation theretofore committed or otherwise agreed to by the Secured Party or (C) thereafter arising or accruing as a result of any of the Obligations described in clause (c)(i)(A) or (B) of this sentence (including, but not limited to, (I) all interest, fees, charges, costs and expenses thereafter accruing with respect to any of the Obligations described in such clause (c)(i)(A) or (B) and (II) all of the Obligations thereafter arising or accruing as a result of any direct or indirect extension, renewal, refinancing or other modification or replacement of any of the Obligations described in such clause (c)(i)(A) or (B)) and (ii) each liability, cost and expense that the Debtor is obligated to pay pursuant to Section 8 or 9 of this Agreement, whether theretofore or thereafter arising.

11. OBLIGATIONS IMMEDIATELY DUE. Upon or at any time after any occurrence or existence of any Event of Default other than, with respect to the Debtor, any Event of Default described in clause (v) of Section 1j of the Loan Agreement, all of the Obligations remaining unpaid shall, at the sole option of the Secured Party and without any notice, demand, presentment or protest of any kind (each of which is knowingly, voluntarily, intentionally and irrevocably waived by the Debtor) become immediately due, notwithstanding any agreement to the contrary. Upon any occurrence or existence of, with respect to the Debtor, any Event of Default described in such clause (v), all of the Obligations remaining unpaid shall automatically, without any notice, demand, presentment or protest of any kind (each of which is knowingly, voluntarily, intentionally and irrevocably waived by the Debtor), become immediately due, notwithstanding any agreement to the contrary. Nothing in this Section 11 shall render any of the Obligations payable on demand payable otherwise than on demand.

12. TERMINATION OF OBLIGATION TO LEND. Upon any occurrence or existence of any Event of Default, any obligation of the Secured Party to extend any credit or other financial accommodation to the Debtor shall terminate, notwithstanding any commitment or other agreement to the contrary.

13. **REPRESENTATIONS AND WARRANTIES.** The Debtor represents and warrants to the Secured Party:

a. **Authority.** The execution, delivery to the Secured Party and performance of this Agreement by the Debtor (i) do not and will not violate applicable law, any judgment or order of any court, agency or other governmental body by which the Debtor is bound or, if the Debtor is not an individual, any certificate or articles of incorporation or organization, by-laws, operating or partnership agreement or other charter, organizational or other governing document of the Debtor, (ii) do not and will not violate or constitute any default under any agreement or instrument by which the Debtor is bound, (iii) if the Debtor is not an individual, are and will be in furtherance of the purposes and within the power and authority of the Debtor and (iv) do not and will not require any authorization of, notice to or other act by or relating to any Person (including, but not limited to, if the Debtor is not an individual, any shareholder, board of directors or member of the Debtor) that has not been duly obtained, given or done and is not in full force and effect.

b. **Questionnaire.** Each answer contained in a Credit Facility Questionnaire, dated the date of this Agreement, submitted by the Debtor to the Secured Party in connection with this Agreement is complete and accurate.

c. **Rights with Respect to Collateral.** Except as heretofore disclosed by the Debtor to the Secured Party in writing, there exists (i) no security interest in or other lien on any of the Collateral other than Permitted Liens, (ii) no presently effective financing statement or amendment of any financing statement relating to any of the Collateral, and no security agreement, instrument of assignment or other writing relating to any Security Interest, naming any Person other than the Secured Party as a secured party or other lienholder or assignee, (iii) no contractual or other restriction on the grant of any security interest in or assignment, pledge or hypothecation of any of the Collateral and (iv) no demand, claim, counterclaim, setoff or defense, no action or other legal proceeding, and no outstanding judgment or order of any court, agency or other governmental body, relating to any of the Collateral.

d. **Actions with Respect to Collateral.** Except as heretofore disclosed by the Debtor to the Secured Party in writing, the Debtor has not (i) sold or otherwise disposed of any of the Collateral or any interest in any of the Collateral or (ii) extended, renewed, refinanced or otherwise modified or replaced, compromised, canceled, discharged, subordinated, accelerated, waived, forbore from exercising any right or remedy relating to or adversely affected any obligation of any Account Debtor or other Person relating to any of the Collateral.

e. **Trademarks, Trademark Registrations, Trademark Rights and Other General Intangibles.** To the best of the Debtor's knowledge, each Trademark, Trademark Registration, Trademark Right and other General Intangible included in the Collateral

is or, if not now existing, will be genuine, in all material respects what it purports to be and enforceable in accordance with its terms against each Account Debtor or other Person obligated with respect thereto, subject to no demand, claim, counterclaim, setoff or defense.

f. **Information as to Trademarks.** Exhibit A attached to and made a part of this Agreement contains a complete and accurate description of all federal, state and foreign registered Trademarks and Trademark Registrations owned by the Debtor or in which the Debtor has any right, title or interest as of the date of this Agreement, to the best of the Debtor's knowledge, no claim has been made that the use of any of the Trademarks violates or may violate any right of any Person and, to the best of the Debtor's knowledge after due inquiry, there is no infringement by any Person of any of the Trademarks, Trademark Registrations or Trademark Rights.

14. CERTAIN CONSENTS AND WAIVERS.

a. **Consents.** Except to the extent expressly provided in this Agreement, this Agreement shall not be modified or terminated, no Security Interest, no obligation of the Debtor pursuant to this Agreement and no right or remedy of the Secured Party pursuant to this Agreement or arising as a result of this Agreement shall be impaired or otherwise adversely affected, and no such right or remedy shall be waived, by any act, omission or other thing, whether heretofore occurred or hereafter occurring. The Debtor knowingly, voluntarily, intentionally and irrevocably consents, without any notice, to each act, omission and other thing, whether heretofore occurred or hereafter occurring, that would or might, but for such consent, modify or terminate this Agreement, impair or otherwise adversely affect any Security Interest or any such obligation, right or remedy or operate as a waiver of any such right or remedy. Without limiting the generality of the preceding two sentences, this Agreement shall not be modified or terminated by, no Security Interest and no such obligation, right or remedy shall be impaired or otherwise adversely affected by, no such right or remedy shall be waived by, and such consent shall apply to, whether heretofore occurred or hereafter occurring, (i) any direct or indirect extension, renewal, refinancing or other modification of, or any replacement, assignment or other transfer, compromise, cancellation, discharge, invalidity, impairment, unenforceability or change in any term or condition of, defense with respect to or grant of any participation in, any of the Obligations or any other obligation of the Debtor or any Other Obligor or other Person, (ii) any acceptance of any Other Obligor, (iii) any taking, increase or decrease in value, impairment or release of, collection or sale, lease or other disposition of or other realization upon or failure or delaying to call for, take any property as, hold, preserve, protect, insure or collect, sell, lease or otherwise dispose of or otherwise realize upon any of the Collateral or any Other Collateral, (iv) any failure or delaying to perfect, keep perfected or maintain the priority of any security interest in or other lien on any of the Collateral or any Other Collateral, (v) any exercise or waiver of, failure or delaying to exercise, forbearance from exercising or failure to give any notice prior to exercising any right or remedy of the Secured Party or any other Person relating to any of the

Obligations, any of the Collateral or any Other Collateral or against the Debtor or any Other Obligor or other Person, (vi) any case or other proceeding pursuant to any bankruptcy, insolvency or similar statute with respect to the Debtor or any Other Obligor or other Person, (vii) any failure of the Secured Party or any other Person to make, prove or vote any claim relating to any of the Obligations, any of the Collateral or any Other Collateral, or any failure of any such claim to be allowed, in any case or other proceeding pursuant to any bankruptcy, insolvency or similar statute, (viii) the Obligations being at any time or from time to time paid in full or reduced and then increased or exceeding any amount, (ix) any refusal or other failure of the Secured Party or any other Person to grant any or any additional credit or other financial accommodation to the Debtor or any Other Obligor or other Person or provide to the Debtor any or complete and accurate information relating to any Other Obligor or other Person or the business, operations, assets, affairs or condition (financial or other) of any Other Obligor or other Person, (x) any notice to the Secured Party or any other Person from any Other Obligor or other Person not to grant any or any additional credit or other financial accommodation to the Debtor or to take or not to take any other action, (xi) the acceptance by the Secured Party or any other Person of any writing intended by the Debtor or any Other Obligor or other Person to create an accord and satisfaction with respect to any of the Obligations or any other obligation of the Debtor or any Other Obligor or other Person, (xii) the manner or order of any collection or sale, lease or other disposition of or other realization upon any of the Collateral or any Other Collateral, (xiii) the manner or order of application of any money applied in payment of any of the Obligations, (xiv) any change in the ownership, membership, location, business, name, identity or structure of the Debtor or any Other Obligor or other Person or (xv) the execution and delivery to the Secured Party by any Other Obligor or other Person of any agreement or instrument providing any Other Collateral.

b. Waivers. The Debtor knowingly, voluntarily, intentionally and irrevocably waives, without any notice, each act and other thing upon which, but for such waiver, any Security Interest, any obligation of the Debtor pursuant to this Agreement or any right or remedy of the Secured Party pursuant to this Agreement or arising as a result of this Agreement would or might be conditioned. Without limiting the generality of the preceding sentence, no Security Interest and no such obligation, right or remedy shall be conditioned upon, and such waiver shall apply to, (i) the acceptance of this Agreement by the Secured Party, (ii) any demand upon or presentment or protest to the Debtor or any Other Obligor or other Person, (iii) any exercise of any right or remedy of the Secured Party or any other Person relating to any of the Obligations, any of the Collateral or any Other Collateral or against the Debtor or any Other Obligor or other Person or (iv) any notice to the Debtor or any Other Obligor or other Person of the acceptance of this Agreement by the Secured Party, any incurring or nonpayment of any of the Obligations, any occurrence or existence of any Event of Default or any other event or condition of default relating to any of the Obligations, any of the Collateral or any Other Collateral, any decline in the value of any of the Collateral or any Other Collateral, any exercise of any right or remedy of the Secured Party or any other Person relating to any of the

Obligations, any of the Collateral or any Other Collateral or against the Debtor or any Other Obligor or other Person, any action taken or not taken by the Secured Party or any other Person or any other matter.

15. NOTICES. Each notice and other communication by the Secured Party to the Debtor, or by the Debtor to the Secured Party, relating to this Agreement (a) shall be given in writing, (including, but not limited to, facsimile), (b) if given by facsimile, shall be directed to the intended recipient thereof at the last telephone number for receipt of facsimiles by such intended recipient shown in the following sentence or at such other telephone number for receipt of facsimiles by such intended recipient as may at any time or from time to time be specified in any notice given by such intended recipient to the giver of such notice as provided in this sentence, (c) if given otherwise, shall be directed to such intended recipient at the address of such intended recipient shown in the following sentence or at such other address as may at any time or from time to time be specified in any notice given by such intended recipient to the giver of such notice as provided in this sentence and (d) if sent by mail or overnight courier service, shall be deemed to have been given when deposited in the mail, first-class or certified postage prepaid, or accepted by any post office or overnight courier service for delivery and to have been received by such intended recipient upon the earlier of (i) the actual receipt thereof or (ii) three days after being so deposited or accepted. Each such notice and other communication shall (a) if to the Secured Party, be directed to (i) if given by facsimile, Manufacturers and Traders Trust Company, Attention: Western New York Commercial Banking Department, at 716-848-7318 or (ii) if given otherwise, Manufacturers and Traders Trust Company, One Fountain Plaza, Buffalo, New York 14240, Attention: Western New York Commercial Banking Department, or (b) if to the Debtor, be directed to (i) if given by facsimile, Beehive Acquisition Corp., Attention: David M. Lally, at 716-_____, or (ii) if given otherwise, Beehive Acquisition Corp., c/o PCB Group, Inc., 3425 Walden Avenue, Depew, New York 14043, Attention: David M. Lally.

16. MISCELLANEOUS.

a. Reproductions. Each photographic or other reproduction of this Agreement or any financing statement relating to any of the Collateral shall be sufficient as a financing statement, and each such reproduction of any amendment of any such financing statement shall be sufficient as an amendment of a financing statement.

b. Reliance by Other Persons. Each Account Debtor and other Person obligated with respect to any of the Collateral may accept without any question any exercise by the Secured Party of any right or remedy of the Secured Party pursuant to this Agreement or arising as a result of this Agreement.

c. Limitation on Security Interest. The payment of the Obligations shall not be secured by any Security Interest to the extent of any amount in excess of the maximum

amount the payment of which can be so secured without rendering such Security Interest unenforceable under applicable law as a fraudulent conveyance or transfer.

d. Obligations Relating to Collateral. The grant or other creation of any Security Interest shall not constitute any assignment by the Debtor to the Secured Party of any obligation of the Debtor relating to any of the Collateral. The Debtor shall remain obligated to perform each such obligation, and the Secured Party shall not be obligated to perform any such obligation, whether or not the Secured Party exercises any right or remedy pursuant to this Agreement or arising as a result of this Agreement. The only obligations of the Secured Party relating to the Collateral shall be, to the extent required by applicable law, to (i) exercise reasonable care in the custody or preservation of any of the Collateral that is transferred to or registered in the name of the Secured Party or any nominee of the Secured Party and (ii) upon and after any occurrence or existence of any Event of Default act in a commercially reasonable manner in exercising with respect to any of the Collateral any right or remedy pursuant to this Agreement or arising as a result of this Agreement.

e. Liability. If more than one Person executes this Agreement, (i) each of them shall be jointly and severally liable pursuant to this Agreement, and (ii) this Agreement shall be construed, interpreted and enforced, whether in any action or other legal proceeding or otherwise, as to each of them as though each of them had executed and delivered to the Secured Party a separate agreement identical to this Agreement.

f. Effect on Other Agreements and Instruments. The execution, delivery to the Secured Party and performance of this Agreement by the Debtor shall not modify or terminate any other agreement or instrument (including, but not limited to, any agreement or instrument creating any security interest in or other lien on any of the Collateral or providing any Other Collateral) by which the Debtor or any Other Obligor or other Person is bound or impair or otherwise adversely affect any obligation of the Debtor or any Other Obligor or other Person pursuant to any such other agreement or instrument.

g. Right of Setoff. Upon and at any time and from time to time after any occurrence or existence of any Event of Default, the Secured Party shall have the right to place an administrative hold on and set off against each obligation of the Debtor pursuant to this Agreement each obligation of the Secured Party in any capacity to, in any capacity and whether alone or otherwise, the Debtor, whether now existing or hereafter arising or accruing, whether or not then due and whether pursuant to any Deposit Account or certificate of deposit or otherwise. Such setoff shall become effective at the time the Secured Party opts therefor even though evidence thereof is not entered in the records of the Secured Party until later.

h. Assignment or Grant of Participation. In conjunction with any assignment or other transfer of or grant of any participation in any of the Obligations by the

Secured Party, the Secured Party shall have the right to assign or otherwise transfer or grant any participation in this Agreement, any Security Interest, any obligation of the Debtor pursuant to this Agreement or any right or remedy of the Secured Party pursuant to this Agreement.

i. **Binding Effect.** This Agreement shall be binding upon the Debtor and each direct or indirect legal representative, successor and assignee of the Debtor and shall inure to the benefit of and be enforceable by the Secured Party and each direct or indirect successor and assignee of the Secured Party.

j. **Entire Agreement, Modifications and Waivers.** This Agreement contains the entire agreement between the Secured Party and the Debtor with respect to the subject matter of this Agreement and supersedes each action heretofore taken or not taken, each course of conduct heretofore pursued, accepted or acquiesced in, and each oral or written agreement and representation heretofore made, by or on behalf of the Secured Party with respect thereto. No action heretofore or hereafter taken or not taken, no course of conduct heretofore or hereafter pursued, accepted or acquiesced in, no oral or written agreement or representation heretofore made, and no oral agreement or representation hereafter made, by or on behalf of the Secured Party shall modify or terminate this Agreement, impair or otherwise adversely affect any Security Interest, any obligation of the Debtor pursuant to this Agreement or any right or remedy of the Secured Party pursuant to this Agreement or arising as a result of this Agreement or operate as a waiver of any such right or remedy. No modification of this Agreement or waiver of any such right or remedy shall be effective unless made in a writing duly executed by the Secured Party and specifically referring to such modification or waiver.

k. **Rights and Remedies Cumulative.** All rights and remedies of the Secured Party pursuant to this Agreement or arising as a result of this Agreement shall be cumulative, and no such right or remedy shall be exclusive of any other such right or remedy.

l. **Extent of Consents and Waivers.** Each consent and waiver of the Debtor contained in this Agreement shall be deemed to have been given to the extent permitted by applicable law.

m. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If, however, any such provision shall be prohibited by or invalid under such law, it shall be deemed modified to conform to the minimum requirements of such law, or, if for any reason it is not deemed so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder thereof or any other such provision being prohibited or invalid.

n. **Governing Law.** This Agreement shall be governed by and construed, interpreted and enforced in accordance with the internal law of the State of New York, without regard to principles of conflict of laws.

o. **Headings.** In this Agreement, headings of sections are for convenience of reference only and have no substantive effect.

17. CONSENTS AND WAIVERS RELATING TO LEGAL PROCEEDINGS.

a. **JURISDICTIONAL CONSENTS AND WAIVERS. THE DEBTOR KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY (I) CONSENTS IN EACH ACTION AND OTHER LEGAL PROCEEDING COMMENCED BY THE SECURED PARTY IN CONNECTION WITH THIS AGREEMENT, ANY OF THE OBLIGATIONS, ANY OF THE COLLATERAL OR ANY OTHER COLLATERAL TO THE PERSONAL JURISDICTION OF ANY COURT THAT IS EITHER A COURT OF RECORD OF THE STATE OF NEW YORK OR A COURT OF THE UNITED STATES LOCATED IN THE STATE OF NEW YORK, (II) WAIVES EACH OBJECTION TO THE LAYING OF VENUE OF ANY SUCH ACTION OR OTHER LEGAL PROCEEDING, (III) WAIVES PERSONAL SERVICE OF PROCESS IN EACH SUCH ACTION AND OTHER LEGAL PROCEEDING, (IV) CONSENTS TO THE MAKING OF SERVICE OF PROCESS IN EACH SUCH ACTION AND OTHER LEGAL PROCEEDING BY REGISTERED MAIL DIRECTED TO THE DEBTOR AT THE LAST ADDRESS OF THE DEBTOR SHOWN IN THE RECORDS RELATING TO THIS AGREEMENT MAINTAINED BY THE SECURED PARTY, WITH SUCH SERVICE OF PROCESS TO BE DEEMED COMPLETED FIVE DAYS AFTER THE MAILING THEREOF AND (V) CONSENTS TO EACH FINAL JUDGMENT THAT IS OBTAINED AS A DIRECT OR INDIRECT RESULT OF ANY SUCH ACTION OR OTHER LEGAL PROCEEDING BEING SUED UPON IN ANY COURT HAVING JURISDICTION WITH RESPECT THERETO AND ENFORCED IN THE JURISDICTION IN WHICH SUCH COURT IS LOCATED AS IF ISSUED BY SUCH COURT.**

b. WAIVER OF TRIAL BY JURY AND CLAIMS TO CERTAIN DAMAGES. THE DEBTOR KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES EACH RIGHT THE DEBTOR MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO, AND EACH RIGHT TO ASSERT ANY CLAIM FOR DAMAGES (INCLUDING, BUT NOT LIMITED TO, PUNITIVE DAMAGES) IN ADDITION TO ACTUAL AND CONSEQUENTIAL DAMAGES IN, ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER BASED ON ANY CONTRACT OR NEGLIGENCE, INTENTIONAL OR OTHER TORT OR OTHERWISE, IN CONNECTION WITH (I) THIS AGREEMENT, ANY OF THE OBLIGATIONS, ANY OF THE COLLATERAL OR ANY OTHER COLLATERAL OR (II) ANY ACTION HERETOFORE OR HEREAFTER TAKEN OR NOT TAKEN, ANY COURSE OF CONDUCT HERETOFORE OR HEREAFTER PURSUED, ACCEPTED OR ACQUIESCED IN, OR ANY ORAL OR WRITTEN AGREEMENT OR REPRESENTATION HERETOFORE OR HEREAFTER MADE, BY OR ON BEHALF OF THE SECURED PARTY IN CONNECTION WITH THIS AGREEMENT, ANY OF THE OBLIGATIONS, ANY OF THE COLLATERAL OR ANY OTHER COLLATERAL.

Dated: March 23, 1999

BEEHIVE ACQUISITION CORP.

By David M. Lally
David M. Lally, President

ACKNOWLEDGMENT

STATE OF NEW YORK)
 SS.:
COUNTY OF ERIE)

On the 23 day of March, in the year 1999, before me, the undersigned, a notary public in and for said state, personally appeared David M. Lally, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Amy J. Wendt
Notary Public

AMY J. WENDT
Notary Public, State of New York
Qualified in Erie County
Commission Expires June 16, 1999

EXHIBIT A

TRADEMARKS AND TRADEMARK REGISTRATIONS

I. FEDERAL

Registrations--

Trademark or <u>Service Mark</u>	United States Patent and Trademark Office <u>Registration No.</u>	<u>Registration Date</u>
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NOISE BADGE	1787385	8/10/93
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Pending Applications--

Trademark or <u>Service Mark</u>	United States Patent and Trademark Office <u>Serial No.</u>	<u>Filing Date</u>
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None

II. STATE

Registrations--

<u>State</u>	Trademark or <u>Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
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None.

TRADEMARK

REEL: 001917 FRAME: 0717

Pending Applications--

<u>State</u>	<u>Trademark or Service Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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None.

III. FOREIGN

Registrations--

<u>Country</u>	<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
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None.

Pending Applications--

<u>Country</u>	<u>Trademark or Service Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
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None.

IV. UNREGISTERED TRADEMARKS

None.

BFLODOCS:204917_1 (4#4501)