



07-06-1999

U.S. Patent & TMO/TM Mail Rcpt Dt. #10

07-20-1999



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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

*MPO
7/16/99*

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger
Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

07/19/1999 DNGUYEN 00000337 75428628

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 175.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 001930 FRAME: 0596

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

MARY ARONOV
Name of Person Signing

Mary Aronov
Signature

7/2/99
Date Signed

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of the 15th day of June, 1999, is made by **MASTER CRAFT BOAT COMPANY**, a corporation organized under the laws of the State of Tennessee (the "Borrower" or "Grantor"), and **FIRST TENNESSEE BANK NATIONAL ASSOCIATION**, a national banking association (the "Lender").

RECITALS

A. The Borrower has entered into the Loan Agreement of even date herewith, among the Borrower and the Lender (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement").

B. The Lender has agreed to make loan advances to the Borrower pursuant to, and upon the terms and subject to the conditions specified in, the Loan Agreement. The Borrower desires to secure the prompt and complete payment, observance and performance of all of the Borrower's obligations under the Loan Agreement, the Revolving Credit Note, the Deed of Trust, the Security Agreement, and other loan documents as referenced therein.

C. The obligations of the Lender to make loan advances are conditioned upon, among other things, the execution and delivery by the Grantor of this Agreement.

D. In addition to this Agreement, the Obligations are secured in part under the Security Agreement, the Pledge and the Mortgages.

In consideration of the premises and in order to induce the Lender to enter into the Loan Agreement and make the loan advances, the Grantor hereby agrees with the Lender as follows:

For and in consideration of the Loans to be made and Letters of Credit to be issued under the Loan Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Except as otherwise provided herein, capitalized terms that are defined in the Loan Agreement and are not defined herein shall have the meanings assigned to such terms therein. For purposes hereof, the following terms shall have the following meanings:

"Obligations" means, all indebtednesses, liabilities and obligations of the Grantor to the Lender under the Loan Agreement, the Note and the other Loan Documents.

"Patents" means, collectively, (i) all letters patent of the United States or any other country, all right, title and interest therein and thereto, and all applications, registrations and recordings

thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, or any State thereof, or any other country, all whether now owned or hereafter acquired by the Grantor, including, without limitation, those described on Schedule I, and (ii) all reissues, extensions or renewals thereof and all licenses thereof, including, without limitation, the Licenses.

“Trademarks” means collectively (i) all trademarks, trade names, trade styles, service marks, prints and labels on which said trademarks, trade names, trade styles and service marks have appeared or appear, designs and general intangibles of like nature, now existing and hereafter adopted or acquired, all right, title and interest therein and thereto, and all applications, registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any other country, all whether now owned or hereafter acquired by the Grantor, including, without limitation, those described on Schedule II and (ii) all reissues, extensions or renewals thereof and all licenses thereof.

2. Grant of Security. As collateral security for the full and prompt payment and performance of all Obligations (defined above), each of the Grantors does hereby mortgage to and pledge with the Lender, for itself and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in and to (i) all Patents, including, without limitation, all Patents and registrations listed on Schedule I, (ii) all Trademarks, including, without limitation, each of the Trademarks and the goodwill of the business symbolized by each of the Trademarks, all customer lists and other records of such Grantor relating to the distribution of products bearing the Trademarks and each of the registrations described on Schedule II, and (iii) any and all Proceeds of the foregoing, including, without limitation, any claims by such Grantor against third parties for infringement of the Trademarks and Patents (collectively, the “Collateral”).

3. Representations and Warranties. Grantor hereby represents and warrants as follows:

(a) As of the date hereof, Grantor has no Patents registered in, or the subject of pending applications in, the United States Patent and Trademark Office other than those described on Schedule I. To the best knowledge of the Grantor, the Grantor has the sole, full and clear title (or the equitable right to clear title) to each of the Patents in the United States and in each other country and all registrations thereof are valid and subsisting and in full force and effect. To the best knowledge of the Grantor, none of the Patents have been abandoned or dedicated.

(b) As of the date hereof, the Grantor has no Trademarks registered in, or the subject of pending applications in, the United States Patent and Trademark Office or in any similar office in any other country other than those described on Schedule II. To the best knowledge of the Grantor, the Grantor has the sole, full and clear title (or the equitable right to clear title) to each of the Trademarks in the United States and all registrations thereof are valid and subsisting and in full force and effect. To the best knowledge of the Grantor, none of the Trademarks has been abandoned or canceled.

(c) The Grantor has the right and power to grant the security interest herein granted; and the Collateral is not now, and at all times will not be, subject to any Liens, whatsoever, except in favor of the Lender and to the best knowledge of the Grantor, none of the Collateral is subject to any claim other than as stated herein.

(d) Except as set forth on Schedule III, the Grantor has granted no licenses with respect to the Collateral to third parties.

4. Covenants and Agreements. The Grantor hereby covenants and agrees as follows:

(a) The Grantor will perform all acts and execute all documents in form suitable for filing with the United States Patent and Trademark Office, reasonably requested by the Lender at any time to evidence, perfect (to the extent possible by proper and timely filing and recording under the Tennessee Uniform Commercial Code (as the same may be amended from time to time) or with the United States Patent and Trademark Office), maintain, record and enforce the Lender's interest in the Collateral or otherwise in furtherance of the provisions of this Agreement in the United States, and the Grantor hereby authorizes the Lender to execute and file one or more financing statements (and similar documents) or copies thereof or of this Agreement with respect to the Collateral signed only by the Lender.

(b) Except to the extent that the Lender, upon prior written notice by the Grantor, shall consent, the Grantor will not do any act whereby any United States Patent or registered trademark may become invalidated, abandoned, canceled, avoided or avoidable and shall notify the Lender immediately if it knows of any reason or has any reason to know that any application or registration may become invalidated, abandoned, canceled, avoided or avoidable, provided, however, that the Grantor, upon prior written notice to the Lender, may abandon a Patent or Trademark if, in the exercise of its reasonable business judgment, it determines that such Patent or Trademark is not necessary to its business.

(c) In no event shall the Grantor, either itself or through any agent, employee or designee, (i) file an application for the registration of any Patent or Trademark with the United States Patent and Trademark Office, or (ii) file any assignment of any Patent or Trademark which the Grantor may acquire from a third party, with the United States Patent and Trademark Office, unless the Grantor shall have given the Lender thirty (30) days' prior written notice thereof, and, upon the request of the Lender, the Grantor shall execute and deliver any and all assignments, agreements, instruments, documents and papers as the Lender may reasonably request to evidence the Lender's interest in such Patent or Trademark, respectively, and the goodwill and general intangibles of the Grantor relating thereto or represented thereby and the Grantor hereby constitutes the Lender its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Obligations are indefeasibly paid in full in cash.

(d) Except to the extent that the Lender shall have consented thereto in writing, the Grantor will not assign, sell, lease, transfer, grant a security interest in or Lien upon, encumber, grant

an exclusive or non-exclusive license or otherwise dispose of any of the Collateral, and nothing in this Agreement shall be deemed a consent by the Lender to any such action except as expressly permitted herein.

(e) In accordance with its reasonable business practices, the Grantor will take all necessary steps in any proceeding before the United States Patent and Trademark Office to maintain and prosecute each application and registration of the Collateral, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings (except to the extent that dedication, abandonment or invalidation is permitted under Section 4(b)). The Lender will cooperate with the Grantor as necessary to enable the Grantor to perform its obligations under this Section, provided, however, that the Grantor shall pay all of the Lender's reasonable expenses (including reasonable attorney's fees) in connection therewith.

(f) Grantor assumes all responsibility and liability arising from the use of the Collateral, and the Grantor hereby indemnifies and holds the Lender harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted or sold by the Grantor in connection with any Collateral or out of the manufacture, promotion, labeling, sale or advertisement of any such product by the Grantor. The Grantor agrees that the Lender does not assume, and shall have no responsibility for, the payment of any sums due or to become due under any agreement or contract included in the Collateral or the performance of any obligations to be performed under or with respect to any such agreement or contract by the Grantor, and the Grantor hereby agrees to indemnify and hold the Lender harmless with respect to any and all claims by any Person relating thereto, other than claims arising primarily and directly out of the gross negligence or willful misconduct of the Lender.

(g) The Lender may, in its sole discretion, pay any amount or do any act required of the Grantor hereunder to preserve, defend, protect, maintain, record or enforce the Grantor's obligations contained herein, the Obligations, the Collateral, or the right, title and interest granted the Lender herein, and which the Grantor fails to do or pay, including, without limitation, reasonable fees and expenses incurred in connection therewith, any such payment shall be deemed an advance by the Lender to the Grantor and shall be payable on demand together with interest at the highest rate then payable on the Obligations.

(h) The Grantor agrees that if it learns of any use by any Person of any term, design, trade or service mark likely to cause confusion with any Trademark, it shall promptly notify the Lender of such use and, at the Grantor's expense, take such action as the Grantor, in its reasonable discretion, may deem advisable for the protection of the Lender's interest in and to the Collateral. After the occurrence and during the continuance of an Event of Default, the Grantor further agrees that should it decide to take no action with respect to such use, the Lender shall have the right, at the Grantor's expense, to take such action as the Lender, in its reasonable discretion, may deem advisable for the protection of the Lender's interest in and to such Collateral.

5. Events of Default. Each of the following shall constitute an "Event of Default" hereunder: an Event of Default under the Loan Agreement.

6. Remedies. Upon the occurrence of an Event of Default (subject to any notice and/or cure periods), in addition to all other rights and remedies of the Lender, whether under law, the Loan Documents or otherwise, all such rights and remedies being cumulative, not exclusive and enforceable alternatively, successively or concurrently, without (except as provided herein) notice to, or consent by, the Grantor, the Lender shall have the following rights and remedies: (a) the Lender may, at any time and from time to time, upon ten (10) days' prior notice to the affected Grantor, license, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any of the Collateral, throughout the world for such term or terms, on such conditions, and in such manner, as the Lender shall in its sole discretion determine; (b) the Lender may (without assuming any obligations or liability thereunder), at any time, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of the Grantor in, to and under any one or more license agreements with respect to the Collateral, and take or refrain from taking any action under any thereof, and the Grantor hereby releases the Lender from, and agrees to hold the Lender free and harmless from and against any claims arising out of, any action taken or omitted to be taken with respect to any such license agreement, other than actions taken or omitted to be taken through the willful misconduct or gross negligence of the Lender; (c) the Lender may at any time and from time to time, upon fifteen (15) days' prior notice to the Grantor, assign, sell, or otherwise dispose of, the Collateral or any of it, either with or without special or other conditions or stipulations, with power to buy the Collateral or any part of it, and with power also to execute assurances, and do all other acts and things for completing the assignment, sale or disposition which the Lender shall, in its sole discretion, deem appropriate or proper; and (d) in addition to the foregoing, in order to implement the assignment, sale or other disposal of any of the Collateral pursuant to clause (c) above, the Lender may, at any time, pursuant to the authority granted in the Powers of Attorney described in Section 7 (such authority becoming effective on the occurrence or continuation as hereinabove provided of an Event of Default), execute and deliver on behalf of the Grantor, one or more instruments of assignment of the Collateral or any application or registration thereof), in form suitable for filing, recording or registration in any country. The Grantor agrees to pay when due all reasonable costs incurred in any such transfers of the Collateral, including any taxes, fees and reasonable attorneys' fees, and all such costs shall be added to the Obligations. The Lender may apply the proceeds actually received from any such license, assignment, sale or other disposition to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all reasonable legal and other expenses which may be incurred by the Lender, and then to the Obligations; and the Grantor shall remain liable and will pay the Lender on demand any deficiency remaining, together with interest thereon at a rate equal to the highest rate then payable on the Obligations and the balance of any expenses unpaid. Nothing herein contained shall be construed as requiring the Lender to take any such action at any time. In the event of any such license, assignment, sale or other disposition of the Collateral, or any of it, after the occurrence or continuation as hereinabove provided of an Event of Default, the Grantor shall supply its know-how and expertise relating to the manufacture and sale of the products bearing or in connection with the Collateral, and its customer lists and other records relating to the Collateral and to the distribution of said products, to the Lender or its designee.

7. Powers of Attorney. Concurrently with the execution and delivery hereof, the Grantor is executing and delivering to the Lender, in the form of Exhibit 1, five (5) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Collateral pursuant to Section 6, which Powers of Attorney may be exercised upon the occurrence and during the continuance of an Event of Default (subject to any applicable cure period and any written waiver given by Bank in its sole discretion), and the Grantor hereby releases the Lender from any claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Lender under the powers of attorney granted herein other than actions taken or omitted to be taken through the willful misconduct or gross negligence of the Lender.

8. Termination. At such time as the Obligations have been Fully Satisfied, this Agreement and the security interests hereby created shall terminate and all rights to the collateral shall revert to the Grantor. Bank will, upon the Grantor's request and at the Grantor's expense, (i) return to the Grantor such of the Collateral as shall not have been sold or otherwise disposed of or applied pursuant to the terms hereof; and (ii) execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence termination of the security interests herein granted.

9. Other Provisions.

(a) All Schedules and hereto shall be deemed to be a part hereof.

(b) No failure by the Lender to exercise, and no delay by the Lender in exercising, any right or remedy hereunder shall operate as a waiver thereof.

(c) Each and every right, remedy and power granted to the Lender hereunder or allowed at law, in equity or by other agreement shall be cumulative and not exclusive, and may be exercised by the Lender from time to time.

[SEPARATE SIGNATURE PAGE TO FOLLOW]

SIGNATURE PAGE
TO
PATENT AND TRADEMARK SECURITY AGREEMENT

IN EVIDENCE of the agreement by the parties hereto to the terms and conditions herein contained, each such party has caused this Patent and Trademark Security Agreement to be duly executed on its behalf as of the date first above written.

MASTER CRAFT BOAT COMPANY, a
Tennessee corporation

By: _____

Name: _____

Title: _____

[Handwritten Signature]

James A. VALKENHAR JR.

EVP & CFO

BORROWER or GRANTOR



FIRST TENNESSEE BANK NATIONAL
ASSOCIATION, a national banking association

By: _____

Title: _____

David Perry

Vice President

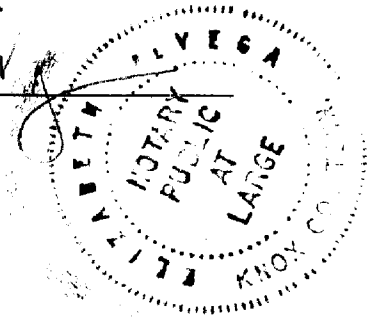
LENDER

STATE OF TENNESSEE
COUNTY OF Knox

Before me, Elizabeth de Vega, a Notary Public in and for the State and County aforesaid, personally appeared James A. Valkema, Jr, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (or ~~herself~~) to be the EVP & CFO of **MASTER CRAFT BOAT COMPANY**, the within-named bargainer, a Tennessee corporation, and that ~~he~~ as such EVP & CFO , being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him self as such EVP & CFO .

WITNESS my hand and seal at office, on this the 15th day of June, 1999.

Elizabeth de Vega
Notary Public



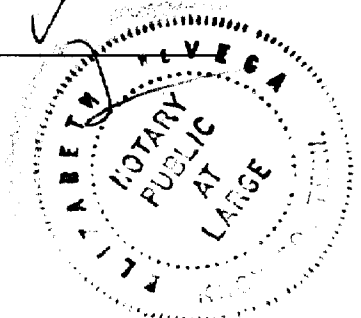
My Commission Expires:
Jan. 7, 2003

STATE OF TENNESSEE
COUNTY OF Knox

Before me, Elizabeth de Vega, a Notary Public in and for the State and County aforesaid, personally appeared David Perry, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of **FIRST TENNESSEE BANK NATIONAL ASSOCIATION**, the within-named bargainer, a national banking association, and that ~~he~~ as such Vice President executed the foregoing instrument for the purposes therein contained, by signing the name of the association by him self as such Vice President .

WITNESS my hand and seal at office, on this 15th day of June, 1999.

Elizabeth de Vega
Notary Public



My Commission Expires:
Jan. 7, 2003

**Schedule I
to the
Patent Security Agreement**

PATENTS

| INVENTOR | TITLE | PATENT/APPLICATION NO. | DATE | OWNER |
|------------------------------------|---|-------------------------------|-------------|--------------------------|
| Gordon, Farris, Story & Behrens | Boat | Des. 317,894 | 07/02/91 | Master Craft Boat Co. |
| Jennings | Tow Rope Pylon with Rotatable Bushing | 4,893,577 | 01/16/90 | Master Craft Boat Co. |

**Schedule II
to the
Patent and Trademark Security Agreement**

TRADEMARKS

| MARK | REG. OR SER. NO. | APPL'N DATE |
|---------------------|-------------------------|--------------------|
| Maristar | 1,972,543 | 05/07/96 |
| MasterCraft | 1,427,389 | 02/03/87 |
| MasterCraft | 1,867,981 | 12/20/94 |
| MasterCraft Logo | 1,136,108 | 05/27/80 |
| Power Slot & Design | 1,185,668 | 01/12/82 |
| Powerstar | 75/428,628 | 02/04/98 |
| Prostar | 75/428,578 | 02/04/98 |
| X-Star | 2,180,436 | 08/11/98 |

**Schedule III
to the
Patent and Trademark Security Agreement**

LICENSES TO THIRD PARTIES



The Borrower allows ~~only~~ certain third parties such as dealers, authorized repair shops and financial companies to use its trademarks.

DL

A large, stylized handwritten signature or mark enclosed in a circle. The mark inside the circle is a cursive letter, possibly 'A' or 'B', with a long tail.

SPECIAL POWER OF ATTORNEY

STATE OF TENNESSEE
COUNTY OF KNOX

KNOW ALL MEN BY THESE PRESENTS, that **MASTER CRAFT BOAT COMPANY**, a Tennessee corporation with its principal office at 100 Cherokee Cove, Vonore, Tennessee 38885 (the "Assignor"), hereby appoints and constitutes **FIRST TENNESSEE BANK NATIONAL ASSOCIATION**, as Agent (the "Assignee"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of the Assignor, which Power of Attorney may be exercised upon the occurrence and during the continuance of an Event of Default:

1. For the purpose of assigning, selling or otherwise disposing of all right, title and interest of the Assignor in and to any letters patent of the United States or any other country or political subdivision thereof, and all registrations, recordings, reissues, continuations, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose.
2. For the purpose of assigning, selling or otherwise disposing of all right, title and interest of the Assignor in and to any trademarks, trade names, trade styles and service marks, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, together with the goodwill of the business symbolized thereby, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose.
3. To execute any and all documents statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as the Assignee may in its sole discretion determine.

This power of attorney is made pursuant to the Patent and Trademark Security Agreement, dated the date hereof, between the Assignor and the Assignee and takes effect solely for the purposes thereof and is subject to the conditions thereof and may not be revoked until the indefeasible cash payment in full of all "Obligations" as defined in the Loan Agreement.

[SEPARATE SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE
TO
FORM OF SPECIAL POWER OF ATTORNEY

IN WITNESS WHEREOF, Grantor has caused its duly authorized officer to affix his signature on behalf of the Grantor on this the 15th day of June, 1999.



MASTER CRAFT BOAT COMPANY, a
Tennessee corporation

By: [Signature]
Title: EVP & CFO

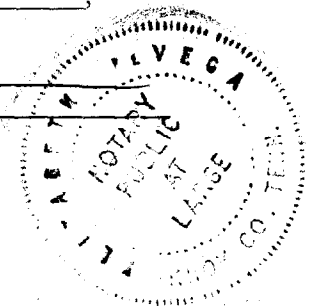
(Corporate Seal)

STATE OF TENNESSEE
COUNTY OF Knox

Before me, Elizabeth de Vega, a Notary Public in and for the State and County aforesaid, personally appeared James A. Valkenburg, Jr, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (~~or herself~~) to be the EVP & CFO of **MASTER CRAFT BOAT COMPANY**, the within-named bargainor, a Tennessee corporation, and that, he as such EVP & CFO, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such EVP & CFO.

WITNESS my hand and seal at office, on this the 15th day of June, 1999.

[Signature]
Notary Public



My Commission Expires:

Jan. 07, 2003

THIS INSTRUMENT PREPARED BY:

Mary L. Aronov, Attorney
2000 First Tennessee Building
165 Madison Avenue
Memphis, Tennessee 38103