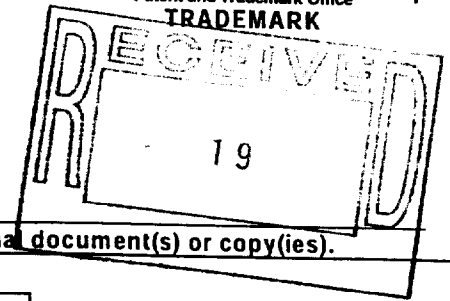


08-25-1999



101125524



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819.99

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
- Change of Name
- Other
 - Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

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 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.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

08/24/1999 MTHAI1 00000081 75367409

01 FC:481 40.00 OP
02 FC:482 100.00 OP

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

REEL: 001947 FRAME: 0119

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.

James C. Zabriskie
Name of Person Signing Vice President


Signature

8/19/99
Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

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

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional 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 the Assignment.)

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)

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IN THE COURT OF COMMON PLEAS OF FRANKLIN COUNTY, OHIO

69089006

GREENFIELD COMMERCIAL CREDIT, L.L.C.

Plaintiff,

vs.

ROLLING PIN KITCHEN EMPORIUM,
INC., ET AL.

Defendants.

CASE NO. 99CV0103-2349

JUDGE SHEWARD

FILED
COMMON PLEAS COURT
FRANKLIN CO. OHIO
99 APR - 1 PM 3:24

CONSENT ORDER OF POSSESSION

Plaintiff, Greenfield Commercial Credit, L.L.C. ("Greenfield"), having filed its Complaint and Motion for Emergency Hearing; Defendants having been duly served, the parties having reached agreement for immediate surrender of the Collateral as set forth herein; an Order of Possession having been entered on March 30, 1999 by default; the Defendants having now retained counsel and the parties having agreed to amend the Order of Possession in its entirety by entry of this Consent Order of Possession; and the Court being otherwise fully advised:

IT IS ORDERED that this Consent Order of Possession is entered as a superseding order in full replacement of the Order of Possession entered March 30, 1999;

IT IS FURTHER ORDERED that service of process on all Defendants is proper and adequate, that all Defendants consent to the jurisdiction of this Court for any and all purposes of this Consent Order and Defendants are in default under their obligations to Greenfield and Liberty Bidco Investment and Development Corporation, a junior secured creditor ("BIDCO");

IT IS FURTHER ORDERED that Greenfield and BIDCO (collectively with Greenfield, the "Lenders") or either of them, shall be entitled to immediate possession of the "Collateral" wherever located in the United States (defined as Defendants' present and after acquired personal property, including generally, and without limitation, goods, accounts, instruments, general

EXHIBIT

6

intangibles, contract rights (including, but not limited to, all rights as franchisor under all franchise agreements), chattel paper, inventory, supplies, machinery and equipment, furniture and fixtures, trademarks, casualty insurance, and all proceeds thereof) upon the following terms and conditions:

69089007

1. Surrender of Possession of Collateral. Defendants agree to, shall and do hereby upon entry of this Consent Order surrender to BIDCO and/or its agents (collectively "BIDCO") effective as of April 1, 1999 at 11:59 p.m. (the "Effective Time"), possession of the Collateral. Defendants waive any claim that the taking of possession of the Collateral by BIDCO constitutes a breach of the peace. Defendants agree to do any and all things which BIDCO, in its reasonable discretion, deem necessary or advisable to permit BIDCO to take such possession of the Collateral (including, but not limited to, delivering possession of keys, combinations to locks and other security devices, notifying landlords or mortgagees, delivering bills of sale or other evidence of title executed in blank and executing and delivering powers of attorney to permit BIDCO to effect the possession and disposition contemplated herein). Defendants agree to deliver to BIDCO all accounting and other records pertaining to, and all writings evidencing, the Collateral or any portion thereof, together with all books, records and documents of the Defendants related thereto in whatever form kept by Defendants, whether printed, on magnetic tape or disks, or in other machine readable form, and all forms, programs, software and other materials and instructions necessary or useful to Lenders in connection with such accounting or other records, including but not limited to, a list of all accounts of the Defendants together with a turnover of all information relating thereto. This Consent Order may be submitted to the United States Department of Commerce, Patent and Trademark Office to effect a transfer and assignment to BIDCO or its designated assignee of the following registered trademarks: 1,662,865; 1,929,721;

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2 [Handwritten notes and signatures]

1,677,149; and 1,614,441. Defendants release and relinquish in favor of BIDCO or its designated assignee all rights to use the names ⁶⁹⁰⁸⁹⁰⁰⁸ which are the subject of the foregoing trademarks and agree to change their corporate and/or assumed names at the request of BIDCO at no cost to Defendants.

2. **No Obligation Assumed.** Subject to Section 5 of this Consent Order, Defendants agree that BIDCO, in accepting surrender of possession of the Collateral pursuant to this Consent Order, does not agree, and shall not be deemed to have agreed, to assume or undertake any obligations of Defendants or any other person or entity (including, without limitation, any obligations with respect to the Collateral or imposed under the "Loan Documents" defined as all documents and written agreements between Lenders and Defendants, executed in connection with or in furtherance of the foregoing, as amended and modified from time to time, including as amended by this Consent Order).
3. **Retention of Collateral by BIDCO.**
 - A. This Consent Order shall be construed to be an acceptance by BIDCO of the Collateral in satisfaction of the obligations of Defendants to BIDCO under Section 9-505(2) of the Uniform Commercial Code, subject to the senior liens and security interests of Greenfield in the Collateral.
 - B. Defendants shall not be responsible for any sales tax, wages, employee benefits, payroll taxes or other taxes that arise after the Effective Time. Lenders shall pay all costs associated with the Collateral that arise after the Effective Time.
 - C. Defendants expressly agree that (i) Lenders shall not be liable for any action taken by Lenders under this Consent Order, or for any action omitted to be taken by Lenders under this Consent Order, so long as Lenders shall have acted, or omitted to act, in good faith and without gross negligence; (ii) Lenders shall have no responsibility to inquire into or to

determine the genuineness, authenticity, or sufficiency of any checks, drafts, agreements, deeds or other documents or instruments⁶⁹⁰⁸⁹⁰⁰⁹ submitted to it by any of the Defendants in connection with their duties hereunder; and (iii) Lenders shall be entitled to rely upon the genuineness of all signatures of all signatories to any documents or instruments submitted to it by any of the Defendants hereunder without any inquiry and without requiring substantiating evidence of any kind.

- D. Prior to the Effective Time, the risk of accidental loss or damage to the Collateral is on Defendants to the extent of any deficiency in any effective insurance coverage, and Lenders are not, and shall not be, obligated to obtain any such insurance, although Lenders may, in their sole discretion, do so. Defendants agree to maintain existing insurance coverages on the Collateral as Lenders shall request provided Lenders make payment of any amounts required to continue or extend such coverage as a loan administration expense. Any casualty or other loss or damage to the Collateral shall not relieve Defendants from any obligation as to the Obligations (defined as all duties and obligations of Defendants under the Loan Documents, including payment of all amounts due on the Indebtedness).
- E. Provided no federal or state bankruptcy or insolvency proceeding has been commenced by or against any of the Defendants, other than this action, within 24 hours of the Effective Time, Lenders shall pay to Brown & Wood, L.L.P. the sum of \$10,000.00 via wire transfer as reimbursement of Defendants' legal and other expenses associated with entering into this Consent Order.

69089010

4. Waiver of UCC Rights. Each of the Defendants, except as otherwise set forth below, waives and renounces all rights that are waivable under Article 9 of the Uniform Commercial Code adopted in each of the states in which the Collateral is located, whether such rights are waivable before or after default including, without limitation, all rights with respect to 9-504 and 9-505 of the Uniform Commercial Code, including all rights to notice, and the rights of redemption set forth under Section 9-506 of the Uniform Commercial Code. Each of the Defendants covenants, represents and warrants to Lenders that surrender of possession of the Collateral to Lenders and any sale, lease or other disposition of the Collateral are not subject to Article 6 of the Uniform Commercial Code because such surrender is, and any such sale, lease or disposition would be, a transfer in realization of a lien or other security interest. Each of the Defendants hereby specifically renounces and waives any and all rights to notice, both pre-default and post-default, provided for under Sections 9-504 and 9-505 of the Uniform Commercial Code.

5. Indemnity by Lenders.

A. Lenders agree to indemnify, defend and hold the officers, directors and shareholders of Defendants (collectively, the "Indemnitees"), harmless from and against any and all claims, causes of action, debts, obligations, monetary damages, fines, fees, penalties, interest obligations, deficiencies, taxes, losses and expenses, including without limitation, amounts paid in settlement, interest, court costs, costs of investigators, the reasonable fees and expenses of attorneys, accountants, financial advisors and other experts, and other expenses of litigation (collectively, "Losses") to which any Indemnitee may become subject or Losses which any Indemnitee may suffer or incur either directly or indirectly, the cause of which arose after the Effective Time and only insofar as such Losses arise out of or are

based upon the operation after the Effective Time of the assets transferred hereunder (the "Assets") or the ownership of the Assets after the Effective Time including, without limitation, failure to pay any taxes, employee salaries and benefits.

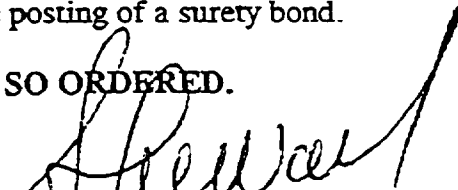
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- B. Defendants shall be permitted to retain the amounts necessary to cover payment of such checks as set forth in Exhibit A attached. Defendants shall provide Lenders with the amount of, and, upon request of Lenders, the back-up documentation regarding, estimated unpaid sales taxes and other taxes as of the Effective Time and shall be permitted to reserve such amounts to cover payment of such taxes. Defendants shall provide Lenders with the amount of, and, upon request of Lenders, the back-up documentation regarding, unpaid payroll, payroll taxes, other employee withholdings and 401(k) Plan employee contributions to the Effective Time and shall be permitted to reserve such amounts necessary to cover payment thereof.

IT IS FURTHER ORDERED that Lenders may seek any further order from this Court *ex parte* without notice to the Defendants to effect a transfer of title to or possession of any of the Collateral to BIDCO or its designated assignee.

IT IS FURTHER ORDERED that this Consent Order may be entered in any court in the United States in which any of the Collateral is located without objection by any of the Defendants and Defendants waive any requirement by any court of the posting of a surety bond.

IT IS SO ORDERED.



Judge Sheward

Approved as to form and content:

69089012

BRICKER & ECKLER LLP
Attorneys for Plaintiff

Matthew J. Arnold by Nelson M. Reid per telephone authority
Matthew J. Arnold (0067002)

SCHOTTENSTEIN ZOX & DUNN
Attorneys for Defendants

Victoria E. Powers by Nelson M. Reid per telephone authority
Victoria E. Powers (0054589)

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EXHIBIT A 27

ADPT, INC.
 CHECK/APPLICATION SUMMARY 13:30:59
 FOR BANK ACCOUNT ID '5thTrst' AND FOR CHECK STATUS '0' 69089043

ID	BANK ID	BATCH ID	CHEK DATE	BT	VENDOR ID	VENDOR NAME	AMOUNT
C	5thTrst	9903265J	03-26-99	0	9472	OHIO VENDOR'S LICENSE RENEWAL	50.00
C	5thTrst	9903266J	03-26-99	0	10985	CLERK OF COURTS	251.75
C	5thTrst	9903267J	03-26-99	0	10985	CLERK OF COURTS	261.00
C	5thTrst	9903268J	03-26-99	0	10985	CLERK OF COURTS	191.00
C	5thTrst	9903269J	03-26-99	0	2621	ACRYLIC FABRICATORS COOP	234.59
C	5thTrst	9901298J	01-29-99	0	10949	KELLY WOOD	148.35
C	5thTrst	9901299J	01-29-99	0	9472	OHIO VENDOR'S LICENSE RENEWAL	40.00
C	5thTrst	9902125J	02-11-99	0	10957	JOYCE PERRY	57.78
C	5thTrst	9902265J	02-25-99	0	2067	ALABAMA DEPARTMENT OF REVENUE	8.85
C	5thTrst	9903058J	03-04-99	0	10688	COLUMBIA GAS OF OHIO	13.00
C	5thTrst	9903059J	03-04-99	0	10976	JACQUELEEN STALLWORTH	21.00
C	5thTrst	9903125J	03-11-99	0	5219	BELLSOUTH	820.05
C	5thTrst	9903126J	03-11-99	0	9985	VAL PAK OF MIDDLE TENNESSEE	933.75
C	5thTrst	9903127J	03-11-99	0	8090	KENTUCKY STATE TREASURER	1032.12
C	5thTrst	9903195J	03-19-99	0	5047	BWINNETT PLACE ASSOCIATES	9901.56
C	5thTrst	9903196J	03-19-99	0	5363	COBB PLACE ASSOCIATES, L.P.	7630.67
C	5thTrst	9903268J	03-26-99	0	5102	HUNANA INC.	4950.15
C	5thTrst	9903269J	03-26-99	0	10086	TRI-AREA WINDOW CLEANING	34.00
C	5thTrst	9903270J	03-26-99	0	10890	AMERICAN ELECTRIC POWER	608.29
C	5thTrst	9903271J	03-26-99	0	10907	DONNA JOSLIN	273.22
C	5thTrst	9903272J	03-26-99	0	10980	MARGARETTA LIGHT	72.15
C	5thTrst	9903273J	03-26-99	0	10987	JEAN RAY	36.04
C	5thTrst	9903274J	03-26-99	0	10988	JANIS V. TAYLOR	136.08
C	5thTrst	9903275J	03-26-99	0	10989	JAMES M. PATRE	79.45
C	5thTrst	9903276J	03-26-99	0	10990	L.D. RALPH	19.44
C	5thTrst	9903277J	03-26-99	0	10991	SHELLY HARBIN	13.73
C	5thTrst	9903278J	03-26-99	0	5007	APPLE CLEANING & MAINTENANCE	14.00
C	5thTrst	9903279J	03-26-99	0	5008	ARR BENEFITS SERVICES, INC.	50.00
C	5thTrst	9903280J	03-26-99	0	5017	ATLANTA GAS LIGHT CO	186.36
C	5thTrst	9903281J	03-26-99	0	5166	PHILIPPS PLAZA	5748.76
C	5thTrst	9903282J	03-26-99	0	5219	BELLSOUTH	1533.79
C	5thTrst	9903283J	03-26-99	0	5246	UNITED PARCEL SERVICE	2799.72
C	5thTrst	9903284J	03-26-99	0	5267	BROWNING FERRIS INDUSTRIES	510.80
C	5thTrst	9903285J	03-26-99	0	5342	GREATER LAKESIDE CORPORATION	7737.45
C	5thTrst	9903286J	03-26-99	0	9004	DEKALB COUNTY, GEORGIA	301.67
C	5thTrst	9903287J	03-26-99	0	8011	BWINNETT CO. LICENSE TAX DEPT.	243.44
C	5thTrst	9903288J	03-26-99	0	8058	ALABAMA DEPARTMENT OF REVENUE	772.00
C	5thTrst	9903289J	03-26-99	0	8116	CITY OF DORAVILLE	111.00
C	5thTrst	9903290J	03-26-99	0	8600	TENNESSEE DEPARTMENT OF REVENUE	10.00

19735.11

THE STATE OF OHIO
Franklin County, ss

I, VIRGINIA L. BARNEY, Clerk
OF THE COURT OF COMMON
PLEAS, WITHIN AND FOR
SAID COUNTY.

HEREBY CERTIFY THAT THE ABOVE AND FORE-
GOING IS TRULY TAKEN AND COPIED FROM THE
ORIGINAL Consent ORDER

NOW ON FILE IN MY OFFICE

WITNESS MY HAND AND SEAL OF SAID COUNTY

THIS 7 DAY OF May A.D. 19 19

VIRGINIA L. BARNEY, Clerk

By [Signature] Deputy

IN THE COURT OF COMMON PLEAS OF FRANKLIN COUNTY, OHIO

GREENFIELD COMMERCIAL CREDIT, L.L.C.

Plaintiff,

vs.

ROLLING PIN KITCHEN EMPORIUM, INC., et al.

Defendants.

CASE NO.: 99CVH03-2349

JUDGE SHEWARD

FILED
COMMON PLEAS COURT
FRANKLIN CO, OHIO
99 MAR 24 AM 8:57

PLAINTIFF'S MOTION FOR EMERGENCY HEARING

Pursuant to Local Rule 21, Plaintiff, Greenfield Commercial Credit, L.L.C., respectfully moves this Court for an emergency hearing on its Motion for Order of Possession. This motion is supported by the attached Memorandum in Support and affidavit of Stephen C. Gray (Exhibit A).

Respectfully submitted,



Matthew J. Arnold, (0060002) Trial Counsel
Stephen C. Gray (0067877)
BRICKER & ECKLER LLP
100 South Third Street
Columbus, Ohio 43215-4291
(614) 227-2310

Counsel for Plaintiff Greenfield Commercial Credit, L.L.C.

MEMORANDUM IN SUPPORT

On March 22, 1999, Plaintiff, Greenfield Commercial Credit, L.L.C. ("Greenfield"), filed this action against Defendants, Rolling Pin Kitchen Emporium, Inc., The Cookstore, Inc., The Cookstore Worthington, Inc. and Aropi, Inc. The Complaint asserts the following claims: action on a revolving credit note; replevin, attachment, appointment of receiver and declaration of trust. Greenfield also filed a motion for order of possession under Ohio Rev. Code § 2737.03.

The motion for order of possession has been set for a hearing on April 8, 1999 at 8:30 a.m.

Counsel for Greenfield served Mr. Nicholas Singh, counsel for the defendant corporations, with a courtesy copy of the Complaint, Motion for Order of Possession and Notice of Hearing. [Gray Aff. at ¶ 4]. Counsel for Greenfield has been advised by Mr. Singh that the defendants will not appear and defend at that hearing and in this action. [*Id.* at ¶¶ 5-6]. Mr. Singh also advised that the defendants will not contest the hearing on Plaintiff's motion for order of possession. [*Id.*]. Once Greenfield was advised that the defendants would not oppose the motion, Greenfield requested that defendants enter into a stipulated order of possession; defendants' declined Greenfield's request. Mr. Singh advised further that Defendant will not agree to stipulate to an order of possession because it is considering other alternatives. [*Id.* at ¶ 7].

As set forth in the Complaint, the collateral at issue in this case is dissipating on a daily basis. Because Defendants are in default and because Defendants operate their retail stores primarily on cash and credit card sales, Greenfield faces the prospect of losing proceeds of the claimed collateral between now and the scheduled April 8, 1999 hearing. [Affidavit of Donald G. Barr, Jr., at ¶ 13, attached as Exh. D to Complaint]. Consequently, Greenfield will suffer irreparable harm unless an emergency hearing is scheduled immediately to hear its motion for

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Mar. 24. 11:10AM

Print Time

Mar. 24. 11:13AM

order of possession. As Defendants have indicated that they will not be appearing for the hearing, there is no indication that Defendants will be prejudiced in any way by scheduling of an expedited hearing.

For these reasons, Plaintiff respectfully requests that a date for an expedited hearing be scheduled to hear Plaintiff's motion for order of possession. A proposed order is attached to this memorandum.

Respectfully submitted,



Matthew J. Arnold, (0067002) Trial Counsel
Stephen C. Gray (0067877)
BRICKER & ECKLER LLP
100 South Third Street
Columbus, Ohio 43215-4291
(614) 227-2310

Counsel for Plaintiff Greenfield Commercial Credit,
L.L.C.

CERTIFICATE OF SERVICE

The undersigned certifies that a true copy of the foregoing Plaintiff's Motion for Emergency Hearing was served upon Nicholas Singh, Esq., Brown & Wood LLP, 815 Connecticut Avenue NW, Washington, D.C. 20036, counsel for Defendants, via telefax, this 24th day of March, 1999.

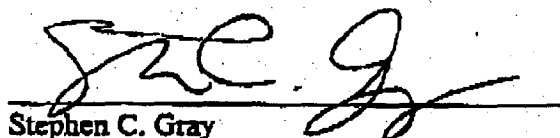

Stephen C. Gray

EXHIBIT A

Received Time Mar. 24. 11:10AM

Print Time Mar. 24. 11:13AM

IN THE COURT OF COMMON PLEAS OF FRANKLIN COUNTY, OHIO

GREENFIELD COMMERCIAL CREDIT, L.L.C.

Plaintiff,

vs.

ROLLING PIN KITCHEN EMPORIUM, INC., et al.

Defendants.

CASE NO.: 99CVH03-2349

JUDGE SHEWARD

AFFIDAVIT OF STEPHEN C. GRAY

STATE OF OHIO)

) SS:

COUNTY OF FRANKLIN)

I, Stephen C. Gray, being over the age of eighteen, competent to testify from personal knowledge as to the facts set forth herein, and duly sworn and cautioned, do hereby declare and state that:

1. I am one of the attorneys for the Plaintiff, Greenfield Commercial Credit, L.L.C., in the above-referenced action.
2. I have personal knowledge of the facts and statements recited herein.
3. On March 23, 1999, I had a telephone conversation with Mr. Nicholas Singh. Mr. Singh is counsel for the Defendant, Rolling Pin Kitchen Emporium, which is the parent corporation of the remaining corporate defendants, The Cookstore, Inc., The Cookstore Worthington, Inc. and Aropi, Inc.

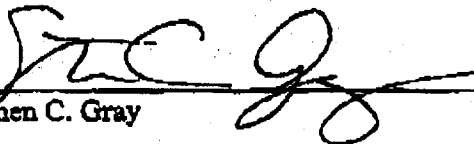
4. On March 22, 1999, Mr. Singh was served with a courtesy copy of the Complaint, the Motion for Order of Possession and Notice of Hearing on that order scheduled for April 8, 1999.

5. In my telephone conversation on March 23, 1999 with Mr. Singh, he advised me that the defendant corporations will not be appearing and defending in this action.

6. Mr. Singh also indicated that the defendants would not be appearing and defending at the hearing on Plaintiff's motion for order of possession, presently scheduled for April 8, 1999.

7. Mr. Singh advised further that Defendant will not agree to stipulate to an order of possession because it is considering other alternatives.

FURTHER AFFIANT SAYETH NAUGHT.


Stephen C. Gray

SWORN TO and subscribed before me on this 24TH day of MARCH 1999.



MONICA L. PAYNE
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MAY 31, 2003


Notary Public
My commission expires: MAY 31, 2003

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Received Time Mar. 24. 11:10AM

Print Time Mar. 24. 11:12AM:09 **