



1999 SEP 17 P 4:28
U.S. PATENT & TRADEMARK OFFICE

TRADEMARK
REEL: 001969 FRAME: 0828

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

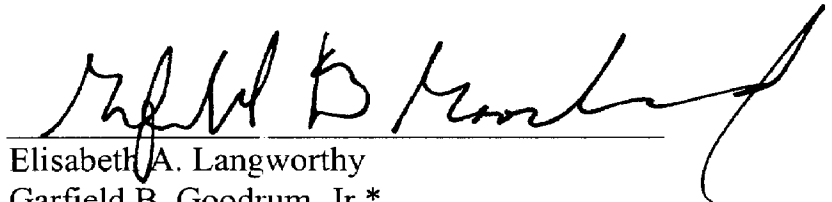
Elisabeth A. Langworthy, Esq.
Sutherland, Asbill & Brennan LLP
1275 Pennsylvania Avenue, N.W.
Washington, D.C. 20004-2415

- 6) Total number of trademark registrations against which to record the Trademark Assignment: one (1).
- 7) Total fee enclosed: \$40.00
- 8) If the enclosed payment is insufficient, please draw the deficiency from our Deposit Account No. 19-5029. A duplicate copy of this letter is enclosed for charging purposes.
- 9) 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.

Respectfully submitted,

SUTHERLAND, ASBILL & BRENNAN LLP

By:


Elisabeth A. Langworthy
Garfield B. Goodrum, Jr.*

Enclosures

Total number of pages including cover sheet, attachments, and documents: 20 (including duplicate cover sheet and check)

*Admitted in Massachusetts only; practice in D.C. supervised by Elisabeth A. Langworthy.

RESTATED AND AMENDED TRADEMARK SECURITY AGREEMENT

THIS RESTATED AND AMENDED TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of June 25, 1997 by and among Beaulieu Group, LLC, a Georgia limited liability company ("Grantor"), Beaulieu of America, Inc., a Georgia corporation ("Beaulieu of America"), and BankAmerica Business Credit, Inc., as collateral agent (the "Agent") for the "Lenders" (as defined below).

W I T N E S S E T H:

WHEREAS, Coronet Industries, Inc., Beaulieu of Canada, Inc., Coronet Carpets, Inc. and Beaulieu of America, each a Georgia corporation, and Grantor (collectively, the "Borrowers"), are parties to a certain Loan and Security Agreement dated as of November 14, 1995 (such agreement, as it has been or may be amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") among the Borrowers, BankAmerica Business Credit, Inc. and Mellon Bank, N.A., as co-agents (the "Co-Agents"), the Agent, and the financial institutions which from time to time become parties thereto (collectively, the "Lenders");

WHEREAS, in connection with the Loan Agreement, Beaulieu of America executed that certain Trademark Security Agreement dated as of November 14, 1995 (the "Original Security Agreement") in favor of the Agent, which Original Security Agreement was recorded with the United States Patent and Trademark Office in the trademark assignment records on 10-10, 1996 at Reel 1511, Frames 769 to 783;

WHEREAS, pursuant to that certain Amendment No. 5 to the Loan Agreement of even date herewith (the "Loan Agreement Amendment"), (i) the Lenders, the Co-Agents and the Agent have consented to the transfer of Beaulieu of America's assets to Grantor, including the "Trademarks" and "Licenses" covered by the Original Security Agreement, subject to the Agent's liens thereon; and (ii) Grantor has assumed all of Beaulieu of America's "Obligations" under and as defined in the Loan Agreement, including Beaulieu of America's obligations and liabilities under the Original Security Agreement; and

WHEREAS, the Lenders have required Grantor to execute and deliver this Agreement in order to (i) reflect (a) the transfer of the Trademarks and Licenses covered by the Original Security Agreement to Grantor, subject to the Agent's liens thereon, and (b) the assumption by Grantor of all of Beaulieu of America's "Obligations" under and as defined in the Loan Agreement, including Beaulieu of America's obligations and liabilities under the Original Security Agreement, and (ii) restate and amend the Original Security Agreement in its entirety such that Beaulieu of America will have no further rights or obligations thereunder;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Defined Terms.

a. Unless otherwise defined herein, each capitalized term used herein that is defined in the Loan Agreement shall have the meaning specified for such term in the Loan Agreement.

b. The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

c. All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises: Assumption. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof. Grantor (i) acknowledges that it has received the Trademarks and Licenses covered by the Original Security Agreement subject to the Agent's liens thereon, and (ii) hereby expressly assumes all of Beaulieu of America's obligations and liabilities under the Original Security Agreement. This Agreement shall be deemed to restate and amend in its entirety the Original Security Agreement.

3. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Security Interest in Trademarks and Licenses. To secure the complete and timely payment, performance and satisfaction of all of the "Obligations" under and as defined in the Loan Agreement and Grantor's obligations and liabilities hereunder (collectively, the "Liabilities"), Grantor hereby (a) reaffirms the grant by Beaulieu of America to the Agent, for the benefit of the Agent and the Lenders, pursuant to the Original Security Agreement, of a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Beaulieu of America's Trademarks and Licenses covered by the Original Security Agreement, and (b) grants to the Agent, for the benefit of the Agent and the Lenders, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Grantor's now owned or existing and hereafter acquired or arising:

(i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, together with any good will connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, service mark applications, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(d) in this paragraph 4(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"); provided, that notwithstanding the foregoing, Grantor shall not be deemed to have assigned hereunder any License including, without limitation, those listed on Schedule B, under which Grantor is licensee, if such assignment would result in breach or termination of the applicable license agreement.

5. Restrictions on Future Agreements. Grantor will not, without Agent's prior written consent, which consent shall not be unreasonably withheld or delayed, enter into any agreement which is inconsistent with this Agreement, and Grantor further agrees that it will not take any action, and will use commercially reasonable efforts, not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to Agent under this

Agreement or the rights associated with the Trademarks or Licenses.

6. New Trademarks and Licenses. Grantor represents and warrants that, except for such Trademarks and Licenses as shall not be used or usable in Grantor's business or as shall not otherwise have any material value, (a) the Trademarks listed on Schedule A include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned by Grantor, (b) the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements pursuant to which Grantor is the licensee or licensor thereunder and (c) no other liens, claims or security interests in such Trademarks and Licenses have been granted by Grantor to any Person other than Agent, except for such liens, claims and security interests as have been disclosed in the Loan Agreement and schedules thereto. If, prior to the termination of this Agreement, Grantor shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications having any material value, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals having any material value whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement having any material value, the provisions of paragraph 4 above shall automatically apply thereto. Grantor shall give to Agent written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence within 30 days after the end of each fiscal quarter. Grantor hereby authorizes Agent to modify this Agreement unilaterally (i) by amending Schedule A to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule B to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under paragraph 4 above or under this paragraph 6, and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or Schedule B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

7. Royalties. Grantor hereby agrees that the use by Agent of the Trademarks and the Licenses as authorized hereunder in connection with Agent's exercise of its rights and remedies under paragraph 15 or pursuant to Section 10.2 of the Loan Agreement shall be coextensive with Grantor's rights under the Trademarks and the Licenses and with respect thereto and without any liability for royalties or other related charges from Agent or the Lenders to Grantor.

8. Right to Inspect; Further Assignments and Security Interests. Subject to the confidentiality obligations set forth in Section 5.6 of the Loan Agreement, Agent may at all reasonable times (and at any time when an Event of Default exists) have access to, examine, audit, make copies (at Grantor's expense) and extracts from and inspect Grantor's premises and examine Grantor's books, records and operations relating to the Trademarks and the Licenses, including, without limitation, Grantor's quality control processes; provided, that in conducting such inspections and examinations, Agent shall use reasonable efforts not to unnecessarily disturb the conduct of Grantor's ordinary business operations. From and after the occurrence of an Event of Default, Grantor agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such reasonable additional product quality controls as Agent or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. Grantor agrees (i) not to sell or assign its respective interests in the Trademarks or the Licenses without the prior and express written consent of Agent which consent will not be unreasonably withheld, provided, that nothing contained in this clause (i) shall be deemed to prohibit the entering into by Grantor of licensing agreements with respect to which Grantor is the licensor, on commercially reasonable terms. Grantor shall maintain the quality of its products to a sufficient degree to maintain the validity of the Trademarks.

9. Nature and Continuation of Agent's Security Interest; Termination of Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the payment in full of all of the Liabilities and termination of the Loan Agreement. Upon payment in full in cash of all of the Liabilities and termination of the Loan Agreement, this Agreement shall terminate and Agent shall promptly execute and deliver to Grantor, at Grantor's expense, all termination statements and other instruments as may be necessary or proper to terminate Agent's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by Agent pursuant to this Agreement or the Loan Agreement.

10. Duties of Grantor. Grantor shall exercise commercially reasonable judgment in determining whether to: (i) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (ii) make application for trademarks or service marks. Grantor further agrees (i) except to the extent desirable in Grantor's reasonable business judgment, not to abandon any Trademark or License, and (ii) to use commercially reasonable efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary or economically desirable in the

operation of Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by Grantor.

11. Agent's Right to Sue. From and after the occurrence of an Event of Default, Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if Agent shall commence any such suit, Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement. Grantor shall, upon demand, promptly reimburse Agent for all costs and expenses incurred by Agent in the exercise of its rights under this paragraph 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for Agent).

12. Waivers. Agent's failure, at any time or times hereafter, to require strict performance by Grantor of any provision of this Agreement shall not waive, affect or diminish any right of Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Grantor and Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Grantor contained in this Agreement shall be deemed to have been suspended or waived by Agent unless such suspension or waiver is in writing signed by an officer of Agent and directed to Grantor specifying such suspension or waiver.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraphs 4 and 6 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney. From and after the occurrence of an Event of Default, and the giving by Agent of notice to Grantor of Agent's intention to enforce its rights and claims against Grantor, Grantor hereby irrevocably designates, constitutes and appoints Agent (and all Persons designated by Agent in its sole and absolute discretion) as Grantor's true and lawful attorney-in-fact, and authorizes Agent and any of Agent's designees, in Grantor's or Agent's name, from and after the occurrence of an Event of Default to (i) endorse

Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of any or all of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as Agent deems in its own or Lenders' best interest. Agent shall take no action pursuant to subparagraphs (i), (ii), (iii), or (iv) of this paragraph 15 without taking like action with respect to the entire goodwill of Grantor's business connected with the use of, and symbolized by, such Trademarks or Licenses. Grantor hereby ratifies all that such attorney in good faith shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Liabilities shall have been paid in full in cash and the Loan Agreement shall have been terminated. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or the Lenders under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence of an Event of Default and the election by Agent to exercise any of its remedies under the Uniform Commercial Code with respect to the Trademarks and Licenses, Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to Agent or any transferee of Agent and to execute and deliver to Agent or any such transferee all such agreements, documents and instruments as may be necessary, in Agent's determination to effect such assignment, conveyance and transfer. All of Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Loan Agreement, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, Agent may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement and any other Loan Document.

16. Successors and Assigns. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of each of Agent and the Lenders and its successors and assigns. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession to the extent that any of the foregoing are considered to be a successor or assign of Grantor; provided,

however, that Grantor shall not voluntarily assign or transfer its rights or obligations hereunder without Agent's prior written consent.

17. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the internal laws (as opposed to conflicts of law provisions, provided that issues with respect to Article 9 of the Uniform Commercial Code may give effect to applicable choice or conflict of law rules set forth in Article 9 the Uniform Commercial Code) and decisions of the State of Georgia.

18. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

19. No Duty of Care. Except as set forth in Section 5.6 of the Loan Agreement, neither Agent nor any of Lenders shall have any duty with respect to the Trademarks or the Licenses, other than to act in good faith with respect thereto; provided, however, that neither Agent nor any Lender shall take any action which may cause any goodwill of Grantor's business connected with the use of, and symbolized by, any Trademark to become separated or disassociated with such Trademark so as to affect adversely such Trademark's validity. Without limiting the generality of the foregoing, neither Agent nor any of Lenders shall be under any obligation to take any steps necessary to preserve rights in the Trademarks or the Licenses against any other parties, but Agent may do so at its option, and all reasonably incurred expenses in connection therewith shall be for the sole account of Grantor and shall be added to the Liabilities secured hereby.

20. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

21. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have duly
executed this Agreement as of the day and year first written
above.

BEAULIEU OF AMERICA, INC.

By: Bruce E. Bowdles
Name: Bruce E. Bowdles
Title: VP

BEAULIEU GROUP, LLC

By: Bruce E. Bowdles
Name: Bruce E. Bowdles
Title: VP

Accepted and agreed to as of the day
and year first written above.

BANKAMERICA BUSINESS CREDIT, INC.,
as Agent

By: Michael J. Jasaris
Name: Michael J. Jasaris
Title: VP

SCHEDULE A

A. Trademarks

	<u>U.S. Trademark Reg. No.</u>	<u>Date Registered</u>	<u>Name</u>
1.	1,840,006	June 14, 1994	THE ANSWER
2.	1,781,994	July 13, 1993	SURE-LOC
3.	1,763,732	April 6, 1993	DESIGN DIMENSIONS
4.	1,741,458	December 22, 1992	SPECTRAWEAWE
5.	1,715,868	September 15, 1992	DIATRON SDN
6.	1,880,717	February 28, 1995	B AND DESIGN
7.	1,733,264	November 17, 1992	KRAZY KIDZ
8.	1,706,934	August 11, 1992	CASINO
9.	1,708,367	August 18, 1992	COMMAND PERFORMANCE
10.	1,734,989	November 24, 1992	SURE-LOC
11.	Pending/ New Application	Filed August 16, 1995	BEAULIEU UNITED
12.	1,294,616	September 11, 1984	PRO'S CHOICE
13.	1,042,375	June 29, 1976	INSTANT LANDSCAPE OF BEAUTIFY OUTDOOR SURFACES
14.	Pending/ New Application	Filed July 14, 1995	DESIGN ONLY
15.	2,020,725	Filed December 3, 1996	HE AND DESIGN

ATL1-158802

SCHEDULE B

to

**Restated and Amended
Trademark Security Agreement**

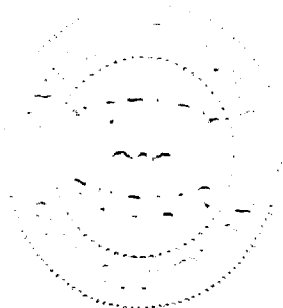
Dated as of June 25, 1997


Licenses:

None

STATE OF GEORGIA)
) SS
COUNTY OF FULTON)

The foregoing Trademark Security Agreement was acknowledged before me this 25 day of June, 1997 by Bruce E. Bowers, a Vice President of BEAULIEU OF AMERICA, INC., a Georgia corporation, on behalf of such corporation.



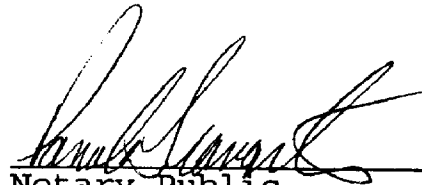


Notary Public
Fulton County, Georgia
My commission expires: _____

Notary Public, Cobb County, Georgia
My Commission Expires Nov. 28, 1998

STATE OF GEORGIA)
) SS
COUNTY OF FULTON)

The foregoing Trademark Security Agreement was
acknowledged before me this 25 day of June, 1997 by
Bruce E. Bowers, a Vice President of BEAULIEU GROUP,
LLC, a Georgia limited liability company, on behalf of such
corporation.



Notary Public
Fulton County, Georgia
My commission expires: _____

Notary Public, Cobb County, Georgia
My Commission Expires Nov. 28, 1998

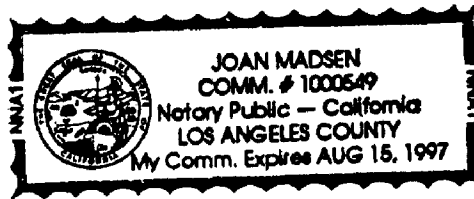
STATE OF CALIFORNIA)

) SS

COUNTY OF Los Angeles)

The foregoing Trademark Security Agreement was acknowledged before me this 20th day of June, 1997, by Michael J. Gabantes, a Vice President of BANKAMERICA BUSINESS CREDIT, INC., a Delaware corporation, on behalf of such corporation.

Joan Madsen
Notary Public
Los Angeles County, California
My commission expires: August 15 1997



GARFIELD R. GOODRUM
DIRECT LINE: 202.383.0278
Internet: ggoodrum@sablaw.com

September 17, 1999

BY HAND

BOX ASSIGNMENT

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

Re: Restated and Amended Trademark Security Agreement
Conveying party: Beaulieu Group, LLC
Receiving party: BankAmerica Business Credit, Inc.

Dear Sir:

This letter includes all information as required by Trademark Manual of Examining Procedure § 503.05 (d) for cover sheet requirements under 37 C.F.R. § 3.31 for recordation of trademarks. Please record the enclosed "Restated and Amended Trademark Security Agreement" as set forth in paragraph 4:

- 1) Name of conveying party: Beaulieu Group, LLC, a Georgia limited liability company.
- 2) Name and address of receiving party: BankAmerica Business Credit, Inc., a Delaware corporation, located and doing business at 55 South Lake Avenue, Suite 900, Pasadena, CA, U.S.A.
- 3) Nature of Conveyance: Restated and Amended Trademark Security Agreement, executed on June 25, 1997, is attached.
- 4) Please record the Security Agreement against Trademark Registration No. 2,034,524, **BEAULIEU UNITED**.

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

Elisabeth A. Langworthy, Esq.
Sutherland, Asbill & Brennan LLP
1275 Pennsylvania Avenue, N.W.
Washington, D.C. 20004-2415

- 6) Total number of trademark registrations against which to record the Trademark Assignment: one (1).
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- 9) 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.

Respectfully submitted,

SUTHERLAND, ASBILL & BRENNAN LLP

By: 

Elisabeth A. Langworthy
Garfield B. Goodrum, Jr.*

Enclosures

Total number of pages including cover sheet, attachments, and documents: __ (including duplicate cover sheet and check)

*Admitted in Massachusetts only; practice in D.C. supervised by Elisabeth A. Langworthy.