

FORM PTO-1618A

Expires 06/30/99  
OMB 0651-0027

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

### 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
- Security Agreement
- Merger
- Change of Name
- Other: \_\_\_\_\_
- License
- Nunc Pro Tunc Assignment  
Effective Date: \_\_\_\_\_

#### Conveying Party

Mark if additional names of conveying parties attached

Name: Walnut Acres, Inc.

Execution Date: \_\_\_\_\_

Formerly: \_\_\_\_\_

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other: \_\_\_\_\_

Citizenship / State of Incorporation / Organization: PA

#### Receiving Party

Mark if additional names of conveying parties attached

Name: Walnut Acres Organic Farms, LLC

DBA/AKA/TA: \_\_\_\_\_

Composed of: \_\_\_\_\_

Address (line 1): 104 Walnut Acres Road

Address (line 2): \_\_\_\_\_

Address (line 3): Penns Creek

PA

17862

City

State / Country

Zip Code

- Individual
- General Partnership
- Limited Partnership

- Corporation
- Association

Other: LLC

If document is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached.

Citizenship / State of Incorporation / Organization: DE

FOR OFFICE USE ONLY

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

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

**Domestic Representative** (for the first Receiving Party Only)

Name: \_\_\_\_\_

Address (line 1): \_\_\_\_\_

Address (line 2): \_\_\_\_\_

Address (line 3): \_\_\_\_\_

Address (line 4): \_\_\_\_\_

**Correspondent Name and Address** (for the first Receiving Party Only)

Name: Elizabeth F. Vary

Address (line 1): ARNOLD & PORTER

Address (line 2): 555 12<sup>th</sup> Street N.W.

Address (line 3): Suite 1126A

Address (line 4): Washington, DC 20004-1202

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments: 11

**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)**

2238136  
1651143  
0901418  
0901110

**Number of Properties**

Enter the total number of properties involved: 4

**Fee Amount**

Fee Amount for Properties Listed (37 C.F.R. 3.41) \$115.00

Method of Payment  Enclosed  Deposit Account

Deposit Account Number: 01-2510

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.

Darren Skinner  
Name of Person Signing

[Signature]  
Signature

September 27, 2000  
Date Signed

**ASSIGNMENT OF TRADEMARKS, COPYRIGHTS AND  
OTHER INTELLECTUAL PROPERTY RIGHTS**  
(With Royalty Payments)

This Assignment of Trademarks, Copyrights and Other Intellectual Property Rights (this "Assignment") is made as of July 13, 1999 by and among (i) Walnut Acres, Inc. ("Assignor"), (ii) Walnut Acres Organic Farms, LLC ("Assignee"), (iii) Pan Pacific Ventures, or its nominee ("Investor"), and (iv) Ruth Keene Anderson, Robert B. Anderson, Marjorie Hartley, Jocelyn Keene, the Estate of Betty Keene and the residuary trust existing with respect to such Estate (by its executor and/or trustees) and Paul Keene (each such party, individually a "Shareholder", and, collectively, the "Shareholders").

**RECITALS**

A. Assignor is, immediately prior to the transactions described below, engaged in the business of farming, food processing and manufacturing, wholesale, retail and direct (mail order and Internet) marketing of food and related items, and other related activities, in each case with an emphasis upon organic and sustainable practices. Concurrently herewith, pursuant to a Contribution Agreement of approximately even date herewith (the "Contribution Agreement"), Assignor is contributing substantially all of its assets to Assignee, in exchange for certain limited liability company interests in Assignee. Assignee is a newly formed Delaware limited liability company, of which Assignor and Investor are or shall be the sole initial members.

B. Among the assets being contributed by Assignor to Assignee pursuant to the Contribution Agreement are (A) all of the trademarks, tradenames, service marks, logos and other marks used to identify Assignor's products, services and business (collectively, as defined below, the "Marks") and all goodwill and other rights associated with the Marks; and (B) all other of Assignor's Intellectual Property Rights (as hereinafter defined) of any nature whatsoever, including all Copyright Rights.

C. Shareholders are collectively all of the shareholders of Assignor. Certain of the Shareholders previously held an interest in some of the Marks. Those Shareholders previously assigned all right, title and interest in and to the Marks to Assignor, in part in exchange for certain royalty rights (which rights, together with any and all other existing royalty obligations of Assignor to any Shareholder or any transferee of any Shareholder is referred to herein as the "Existing Royalty Rights").

D. Pursuant to the Contribution Agreement (to which Shareholders are parties, and which all Shareholders have approved in their capacities as shareholders of Assignor) and this Assignment, all Shareholders wish to confirm that they have no right, title or interest in or to the Marks or to any other of Assignor's Intellectual Property Rights, transfer and assign to Assignee any and all such rights that they might continue to have, and terminate all Existing Royalty Rights and replace those rights solely with the royalty rights set forth in this Assignment (as defined below, the "New Royalty").

**AGREEMENTS**

In consideration of the mutual covenants of the parties herein and in the Contribution Agreement, the Shareholders acknowledging that such covenants of Assignee and Investor benefit them substantially through their (or their affiliates' and family members') ownership interests in Assignor, and for other good and valuable consideration, receipt of which is hereby acknowledged and deemed to be sufficient, the parties hereto agree as follows:

1. **Assignment.** Assignor hereby irrevocably assigns, sells, grants and transfers to Assignee all right, title and interest in and to the Marks and in Assignor's Intellectual Property Rights. The foregoing is an outright assignment of all rights, and Assignor retains no interest whatsoever in the Marks or the Intellectual Property Rights.

2. **Definitions.**

2.1 **Marks.** "Marks" means, collectively, (a) the name "Walnut Acres" (as a tradename, trade mark, service mark and otherwise), all variations thereof and all names, marks and logos that include such name, (b) all other marks listed on Schedule A attached hereto, (c) all other trademarks, tradenames, service marks, logos and other marks used to identify Assignor's products, services and business, (d) any other marks that are part of Assignor's Intellectual Property Rights, (e) all trademark applications and registrations with respect to any of the foregoing, and (f) all goodwill associated with or related to any of the foregoing.

2.2 **Intellectual Property Rights.** "Intellectual Property Rights" means, collectively, all of the following intangible legal rights, existing or applicable anywhere in the world, including those existing or acquired by ownership, license or other legal operation, whether or not filed, perfected, registered or recorded: (i) all patents, patent applications, patent disclosures and related patent rights, including any and all preliminary applications, continuations (in part or whole), divisions, reissues, reexaminations, renewals, substitutions or extensions thereof which have been filed by any person or entity of any nature ("Person") or are issued to any Person or are in preparation anywhere in the world (the "Patent Rights"); (ii) all copyrights, whether or not registered, including all registrations and applications therefor, and all creative works or other works of authorship, including computer programs (the "Copyright Rights"); (iii) all trademarks, trade names and service marks, whether or not registered, including all registrations and applications therefor (the "Trademark Rights"); (iv) all rights to inventions, trade secrets, confidential information, designs, drawings and know-how; (v) all rights to technology and other intellectual or industrial property and proprietary rights; (vi) all rights relating to the protection of the foregoing or premised upon any of the foregoing; and (vii) all rights to sue or make any claims for any past, present or future infringement, misappropriation or unauthorized use of any of the foregoing rights and the right to all income, royalties, damages and other payments that are now or may hereafter become due or payable with respect to any of the foregoing rights, including damages for past, present or future infringement, misappropriation or unauthorized use thereof.

2.3 **Assignor's Intellectual Property Rights** "Assignor's Intellectual Property Rights" means, collectively, all Intellectual Property Rights owned, licensed or held by Assignor, which Assignor's Intellectual Property Rights are hereby represented by the Shareholders to include all Intellectual Property Rights used in and material to Assignee's business, including all Intellectual Property Rights described on Schedule B attached hereto.

3. **Termination of Existing Royalty Rights; No Other Royalty Rights.** Assignor and each Shareholder hereby agrees that the Existing Royalty Rights (including all right to accrued but unpaid royalties, but not including the accrued royalty of approximately \$74,000 payable to the Walnut Acres

Foundation (the "Foundation Royalty"), which accrued royalty shall remain the liability of Assignor and shall not be assumed by Assignee) are hereby terminated and shall no longer be of any force or effect and that the Marks shall no longer be subject to the Existing Royalty Rights in any respect. Assignor and each Shareholder hereby acknowledges and agrees that, other than the New Royalty, there are no royalty rights, liens, encumbrances, mortgages, claims or other rights, including without limitation the Foundation Royalty, to which either the Marks or Assignor's Intellectual Property Rights are subject. Assignor and each Shareholder hereby also acknowledge and agree that Assignee has not assumed any obligation regarding any previously existing rights under the Existing Royalty Rights (including any obligation to pay any accrued royalties thereunder) and agrees that any such existing rights shall be solely between Assignor and the Shareholders, and neither Assignee nor the Marks or Assignor's Intellectual Property Rights shall be responsible therefore or subject thereto.

#### 4. New Royalty Rights.

4.1 New Royalty. Assignee will pay to Paul Keene a royalty with respect to the Marks of One Thousand Dollars (\$1,000) per week (i.e., \$52,000 per year) (the "New Royalty"). The New Royalty is expressly subordinated to the Company's liabilities to Keystone Financial Bank, N.A. under loan numbers 165118-501-30001, 165118-30002, and 165118-30024.

#### 4.2 Term of New Royalty.

(a) New Royalty. The New Royalty will be payable for a minimum of two (2) years from the date hereof (the "Minimum Royalty Period"), and will continue beyond the Minimum Royalty Period until Paul Keene's death, unless earlier terminated as described below. In all events, the New Royalty shall cease to be payable upon Paul Keene's death.

(b) Buy-Out Right and Price. From and after the later of (i) the end of the Minimum Royalty Period and (ii) the date (if any) upon which Investor exercises the First Investor Call (as defined in the Contribution Agreement), Investor may at any time elect to buy out and terminate the New Royalty. Investor may assign this buy-out right to any person or entity, including Assignor. The buy-out price (the "Buy-Out Price") will equal the sum of (A) the product of Fifty Two Thousand Dollars (\$52,000) times Paul Keene's expected life (based on IRS mortality tables) at the time of the buy-out, discounted to present value using the then-current Wall Street Journal prime rate minus ½% as a discount rate plus (B) \$50,000. The Buy-Out Price will be payable to Paul Keene. If Investor buys out the New Royalty, the Shareholders will cause Assignor (and Assignor hereby agrees thereto) to transfer to Investor (or its assignee) Shares (as defined in the Contribution Agreement, being interests in Assignee) held by Assignor having a value equal to the Buy-Out Price, based upon a \$10 Million valuation of Assignee.

(c) Shareholder Option. If Investor elects to buy out the New Royalty, the Shareholders (or any subset thereof) will have the option of paying the entire Buy-Out Price to Paul Keene, in which case (i) the Investor shall have no obligation to pay the Buy-Out Price and (ii) Assignor will have no obligation to transfer any Company Shares to Investor or its assignee by reason of the payment of the Buy-Out Price. In either case, whether the Buy-Out Price is paid by Investor or by one or more of the Shareholders, the New Royalty shall terminate and cease to be payable as of the date upon which Investor first elects to buy it out.

(d) Transfer of Right to Assignee. If the First Investor Call expires unexercised, then the buyout rights described above shall be owned and shall be exercisable by Assignee on the terms described herein from and after the date of such expiration, subject to the provisions of Assignee's

governing documents and of applicable law (including those provisions relating to related party transactions).

(e) **Acknowledgement.** Assignor and Shareholders each acknowledge that the New Royalty is the only royalty obligation or other right of payment (and only claims) that Assignor or any Shareholder have with respect to the Marks, Assignor's Intellectual Property Rights (or otherwise as to Assignee). Upon termination of the New Royalty (and payment of any amounts due through termination), all such royalty and other claims shall have terminated and be of no force or effect.

5. **Representations.** Assignor hereby represents and warrants that the Marks and the Assignor's Intellectual Property Rights are owned by Assignor (and are hereby assigned and transferred to Assignee), in each case free and clear of any and all rights of any party (including Shareholders, other than as to the New Royalty), including without limitation any claims for money, royalties, liens, claims and encumbrances. Each Shareholder agrees that it has no rights of any nature inconsistent with the foregoing representation.

6. **Release; Quitclaims.** Each Shareholder hereby (a) releases, quitclaims and assigns to Assignee any and all rights and claims of such Shareholder of any nature arising out of or relating to the Marks and/or Assignor's Intellectual Property Rights, including any rights of ownership and to royalties (other than the rights of Paul Keene to the New Royalty); (b) acknowledges the termination of the Existing Royalty Rights; and (iii) acknowledges that he, she or it shall have no rights against Assignee whatsoever with respect to the Marks, the Assignor's Intellectual Property Rights or the Existing Royalty Rights, including any rights to accrued but unpaid royalties. Each Shareholder other than Paul Keene acknowledges and agrees that only Paul Keene has any rights to the New Royalty.

7. **Cooperation.** Assignor hereby agrees, for itself and for its successors and assigns, to cooperate and assist at Assignee's expense in the transfer of the Marks and Assignor's Intellectual Property Rights to Assignee and to execute without further consideration any further lawful documents, including any further assurances or divisional, continuation, continuation-in-part, substitute, renewal, reissue or other applications or registrations for Patent Rights, Copyright Rights or Trademark Rights of any country that might be deemed necessary by Assignee fully to secure, establish, accrue, maintain, protect, register or defend Assignee's rights in and to the Marks and Assignor's Intellectual Property Rights, or any part thereof. Assignor shall cooperate in the transfer of the Marks and Assignor's Intellectual Property Rights to Assignee and shall assist Assignee in prosecuting any applications, claims or rights of any kind pertinent to the Marks and/or Assignor's Intellectual Property Rights as is necessary or advisable for Assignee to develop and maintain to the fullest extent possible its right and benefits flowing from its ownership of the Marks and Assignor's Intellectual Property Rights.

8. **Power of Attorney.** Assignor hereby constitutes and appoints Assignee the true and lawful attorney of the Assignor, with full Power of Substitution, to execute any assignments and applications or other documents required to fully assign of record the Marks and/or Assignor's Intellectual Property Rights to Assignee, to demand and receive from time to time any and all embodiments of the Marks and Assignor's Intellectual Property Rights and to give receipts and releases for and in respect of the same, and from time to time, to institute and prosecute in the name of Assignor or otherwise, but at the expense and for the benefit of Assignee, any and all proceedings at law, in equity or otherwise which Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in and to any of the Marks and/or Assignor's Intellectual Property Rights, and to defend or compromise any and all actions, suits or proceedings in respect to any of the Marks and/or Assignor's Intellectual Property Rights; and Assignor declares that the

appointment made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Assignor for any reason.

9. **Use of Confusingly Similar Marks.** Assignor and each Shareholder agrees not to adopt and use, without Assignor's written consent, which may be withheld in its sole discretion, any marks or names that are similar to the Marks. Notwithstanding anything in this Agreement to the contrary, the Walnut Acres Foundation may continue to use the mark "Walnut Acres" solely for non-profit charitable purposes consistent with its current use thereof.

10. **Notices.** Any notices or other communications required or permitted hereunder shall be sufficiently given if given in the manner required by the Contribution Agreement.

11. **Governing Law, Forum.** This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the state of Delaware, without giving effect to the conflict of laws rules thereof. Each party hereto irrevocably submits to the jurisdiction of the courts of the state of Delaware located in Delaware and the Federal courts of the United States of America located in Delaware solely in respect of the interpretation and enforcement of the provisions of this Agreement, and hereby waives, and agrees not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof, that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement may not be enforced in or by said courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a court, and that such courts shall be the exclusive forums for determining and resolving any claim or dispute concerning the interpretation and enforcement of the provisions of this Agreement.

12. **Terms of Contribution Agreement.** This Assignment is made pursuant to the Contribution Agreement.

13. **Successors.** This Assignment and the covenants and agreements herein contained shall inure to the benefit of Assignee and its successors and assigns, and shall be binding upon Assignor and its successors and assigns.

14. **Counterparts.** This Assignment may be executed in one or more counterparts, and by facsimile signatures.

15. **Miscellaneous.**

15.1 **No Partnership.** Nothing in this Agreement shall be deemed to constitute or create between Assignee and any other party a partnership, association, joint venture or agency nor shall any party have power or authority to obligate or bind any other party in any manner whatsoever, except as expressly provided for herein and no such party shall make any representation or warranty on behalf of or for any other party.

15.2 **Amendments.** No change, modification, amendment, addition to this Agreement or any part thereof shall be valid unless in writing and signed by or on behalf of the party to be charged therewith.

15.3 **Entire Agreement.** This Agreement and the relevant provisions of the Contribution Agreement constitute the entire agreement between the parties and supersedes all prior understandings

and agreements regarding the subject matter hereof. Each of the parties acknowledges and agrees that the other parties have not made and are not making, and in executing this Agreement no party has relied upon, any representations, promises or inducements except to the extent that the same are expressly set forth in this Agreement and the Contribution Agreement.

**15.4 Severability.** If any clause, paragraph, section or part of this Agreement shall be held or declared to be void, invalid or illegal for any reason by any court of competent jurisdiction such provision shall be ineffective but shall not in any way invalidate or effect any other clause, paragraph, section or part of this Agreement.

*Signature Pages Follow*



IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the date and year first above written.

[ALL SIGNATURES TO BE NOTARIZED]

“ASSIGNOR”

“INVESTOR”

Walnut Acres, Inc.

Pan Pacific Ventures

By: [Signature]  
Robert B. Anderson, President

By: Aquaterra Corporation, a Delaware corporation, its general partner  
By: [Signature]  
David Cole, President

“ASSIGNEE”

Walnut Acres Organic Farms, LLC

By: [Signature]  
Robert B. Anderson, President

“SHAREHOLDERS”

[Signature]  
Ruth Keene Anderson

[Signature]  
Robert B. Anderson

[Signature]  
Marjorie Hartley

[Signature]  
Jacelyn Keene

Estate of Betty Keene

Paul Keene

By: [Signature]

By: [Signature]  
Ruth Keene Anderson, under Power of Attorney dated February 23, 1999

By: [Signature]

By: [Signature]  
Marjorie Hartley, under Power of Attorney dated February 23, 1999

By: [Signature]

By: [Signature]  
Jacelyn Keene, under Power of Attorney dated February 23, 1999

Notarial Seal  
Jeannine E. Braunlich, Notary Public  
Fross Twp., Allegheny County  
My Commission Expires Sept. 7, 2012  
Member, Pennsylvania Association of Notaries  
do to My Name: [Signature]

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California  
County of Los Angeles } ss.

On August 13, 1999, before me, Robert Sevilla, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Jocelyn Betty Keene  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(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~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal  
Robert Sevilla  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

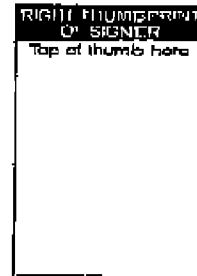
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



[SECOND SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS, COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY RIGHTS]

9/1/00 Notarial Seal  
Marta J. Boone, Notary Public  
Center Twp., Snyder County  
My Commission Expires Sept. 1, 2001  
Member, Pennsylvania Association of Notaries

*Ruth Keene Anderson*  
Ruth Keene Anderson, as trustee of the Residuary Trust under the Last Will and Testament of Enid B. Keene

9/1/00 Notarial Seal  
Joanne E. Braunlich, Notary Public  
Ross Twp., Allegheny County  
My Commission Expires Sept. 7, 2002  
Member, Pennsylvania Association of Notaries

*Marjorie A. Hartley*  
Marjorie A. Hartley, as trustee of the Residuary Trust under the Last Will and Testament of Enid B. Keene

*Jocelyn Betty Keene*  
Jocelyn Betty Keene, as trustee of the Residuary Trust under the Last Will and Testament of Enid B. Keene

9/1/00 *[Signature]*

*Robert B. Anderson*  
Robert B. Anderson, as trustee of the Residuary Trust under the Last Will and Testament of Enid B. Keene

Notarial Seal  
Marta J. Boone, Notary Public  
Center Twp., Snyder County  
My Commission Expires Sept. 1, 2001  
Member, Pennsylvania Association of Notaries

[ALL SIGNATURES TO BE NOTARIZED]

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California  
County of Los Angeles } ss.

On August 13, 1999 before me, Robert Sevilla, Notary Public  
Date Name and Title of Officer (e.g., "John Doe, Notary Public")  
personally appeared Jocelyn Betty Keene  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(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~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal

Robert Sevilla  
Signature of Notary Public

#### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

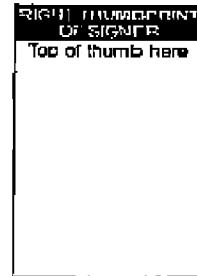
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

#### Capacity(ies) Claimed by Signer

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney In Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
 COUNTY OF ALLEGHENY )

ON THIS, the 5th day of August 1999, before me a Notary Public, the undersigned authority, personally appeared MARJORIE A. HARTLEY, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

*Marjorie A. Hartley*  
 \_\_\_\_\_  
 MARJORIE A. HARTLEY

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*Joanne E. Braunlich*  
 \_\_\_\_\_  
 Notary Public

(Seal)

My Commission Expires:

Notarial Seal  
 Joanne E. Braunlich, Notary Public  
 Ross Twp., Allegheny County  
 My Commission Expires Sept. 7, 2002  
 Member, Pennsylvania Association of Notaries