

09-06-2000



101450387

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

RECORDED
10-11-00
51

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

Submission Type

8-1-00

- 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
Effective Date
Month Day Year
- Merger
- 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.)

08/31/2000 NTHA11 00000282 1692396

FOR OFFICE USE ONLY

01 FC:481

40.00 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

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1692396"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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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

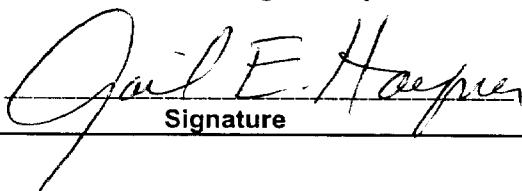
Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

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.

Gail E. Haefner
Name of Person Signing



Signature

August 1, 2000
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)

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

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is dated as of July 31, 2000, by and between FAB-TECH, INC., a Vermont corporation, with its principal place of business located at 21 Hercules Drive, Colchester, Vermont 05446 (the "Assignor"), and PARKWAY CAPITAL INVESTORS, LLC, a Maryland limited liability company, as collateral trustee for itself and Midwest Mezzanine Fund II, L.P. (collectively, the "Subordinate Lenders"), having an office at 7301 Parkway Drive, 5th Floor, Hanover, Maryland 21076 (the "Assignee").

RECITALS

Pursuant to and subject to the terms and conditions of that certain Senior Subordinated Note Purchase Agreement of even date herewith (as the same may from time to time be amended, supplemented or otherwise modified, the "Note Purchase Agreement"), between PSP Holding, Inc. ("PSP") and the Subordinate Lenders, PSP has sold and the Subordinate Lenders have purchased the following notes (the "Notes"): (i) \$4,250,000 aggregate principal amount of PSP 13.5% Senior Subordinated Nonconvertible Notes due September 30, 2006, and (ii) \$25,000 aggregate principal amount of PSP 10% Senior Subordinated Convertible Notes due September 30, 2006.

In addition, on the date hereof, the Subordinate Lenders have also agreed to purchase from PSP, pursuant to and subject to the terms of that certain Preferred Stock Purchase Agreement of even date herewith (as the same may from time to time be amended, supplemented or otherwise modified, the "Preferred Stock Purchase Agreement"), 1,960,000 shares of Class A PIK Nonconvertible Mandatorily Redeemable Preferred Stock of PSP, \$1.00 par value (the "Class A Preferred Stock"), and 16,000 shares of Class B PIK Convertible Preferred Stock of PSP, \$1.00 par value (the "Class B Preferred Stock", which together with the Class A Preferred Stock is hereinafter called the "Preferred Stock"). Pursuant to that certain Shareholders' Agreement of even date herewith (as the same may from time to time be amended, restated, supplemented or otherwise modified, the "Shareholders' Agreement") among PSP, the Subordinate Lenders, KeyBank National Association ("KeyBank") and the other signatory parties thereto and that certain Certificate of Designation of Class A PIK Nonconvertible Mandatorily Redeemable Preferred Stock and Class B PIK Convertible Preferred Stock of PSP Holding, Inc. (the "Certificate of Designation"), the Subordinate Lenders have the right, under certain circumstances, to put their shares to PSP or cause PSP to redeem them.

Pursuant to a Guaranty Agreement of even date herewith (as the same may from time to time be amended, restated, supplemented or otherwise modified, the "Guaranty"), given by the Assignor in favor of the Subordinate Lenders, the Assignor has unconditionally and irrevocably guaranteed the payment and performance in full of all obligations, indebtedness and liabilities owed by PSP to the Subordinate Lenders of any kind or nature and whenever arising, including, without limitation, those under the Note Purchase Agreement, the Notes, the Preferred Stock Purchase Agreement, the Shareholders' Agreement, and the Certificate of Designation (collectively, the "Guaranteed Obligations").

PSP has entered into a Stock Purchase Agreement dated as of June 21, 2000, with the Sellers (as defined in the Note Purchase Agreement), pursuant to which PSP has agreed to purchase from the Sellers, and the Sellers have agreed to sell to PSP, the stock of the Assignor. Contemporaneously with the consummation of said purchase, PSP will merge into the Assignor, with the Assignor being the surviving entity. Simultaneously therewith, by operation of law and pursuant to an Assignment and Assumption Agreement of even date herewith, between PSP and the Assignor, the Assignor shall assume and become liable for all obligations, indebtedness and liabilities of PSP to the Subordinate Lenders of any kind or nature and whenever arising, including, without limitation, those under the Note Purchase Agreement, the Notes, the Shareholders' Agreement, the Preferred Stock Purchase Agreement and the Certificate of Designation (collectively, the "Assumed Obligations"). As part of the merger plan and agreement between PSP and the Assignor, the Assignor will (i) amend and restate its articles of association and its bylaws to be consistent with the terms and provisions of the Preferred Stock, to otherwise reflect the capitalization set forth in the schedules to the Shareholders' Agreement and to also be consistent with the requirements thereof, (ii) acknowledge conversion of PSP's Preferred Stock to preferred stock of the Assignor and conversion of PSP's common stock and other rights and options (including warrants) to those of the Assignor, as shown on the schedules to the Shareholders' Agreement, and (iii) simultaneously with the foregoing to effect an exchange of the appropriate stock and other certificates to reflect such conversion.

As an inducement to the Subordinate Lenders to enter into the Note Purchase Agreement and Preferred Stock Purchase Agreement, and to purchase the Notes and Preferred Stock from PSP, the Assignor has agreed to pledge to the Assignee and grant to the Assignee, for the ratable benefit of the Subordinate Lenders, a security interest in and lien on, among other things, all trademark applications and trademarks of the Assignor as security for the Guaranteed Obligations and the Assumed Obligations (collectively, the "Obligations"), subordinate and junior only to the interests of KeyBank, as set forth in that certain Intercreditor Agreement of even date herewith (as the same may from time to time be amended, restated, supplemented or otherwise modified, the "Intercreditor Agreement") among KeyBank, the Subordinate Lenders, PSP, the Assignor and the Assignee.

As used herein, the term "Transaction Documents" means collectively this Agreement, the Note Purchase Agreement, the Notes, the Preferred Stock Purchase Agreement, the Guaranty, the Shareholders' Agreement, the Certificate of Designation and all other documents, mortgages, security agreements, pledge agreements, debentures, and other instruments previously, simultaneously, or hereafter executed and delivered by the Assignor or any other party or parties to evidence, secure or guarantee the Obligations or in connection with this Agreement, the Note Purchase Agreement, the Preferred Stock Purchase Agreement, the Notes, the Guaranty, the Shareholders' Agreement and the Certificate of Designation.

Capitalized terms used herein without definition shall have the meanings ascribed to them in the Note Purchase Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual covenants of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, it is hereby agreed as follows:

1. Assignment of Marks. To secure the complete and timely payment and satisfaction of all of the Obligations, the Assignor hereby grants, assigns and conveys to the Assignee a security interest in and to all trademark applications, trademarks (whether registered, unregistered or for which any application to register has been filed), service mark applications, service marks (whether registered, unregistered or for which any application to register has been filed) and tradenames of the Assignor, including, but not limited to, those listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), together with all renewals thereof and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights owned by the Assignor corresponding thereto throughout the world (all of the foregoing are collectively called the “Marks”; provided, however, that all such rights relating to, or arising out of, the registered trademark “Tool Vault”, U.S. Registration No. 1,647, 192, shall be excluded from the definition of “Marks”), together with the goodwill of the business symbolized by each of the Marks and the registrations (if any) thereof.

2. Warranties and Representations. The Assignor hereby covenants and warrants that: (a) the Assignor is the sole and exclusive owner(s) of the entire right, title and interest in each of the Marks, free and clear of any liens, pledges, assignments or other encumbrances, other than a lien in favor of KeyBank; (b) the Assignor has the unqualified right to enter into this Agreement and perform its terms; (c) the Marks are subsisting and have not been adjudged invalid or unenforceable; (d) each of the Marks is valid and enforceable; (e) Assignor has not received notice of any claim that the use of any of the Marks does or may violate the rights of any third person; and (f) the Assignor has used, and, subject to the provisions of Section 7 below, will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products and delivery of services sold or provided under the Marks. The Assignor shall, in any event, indemnify and hold the Assignee and each of the Subordinate Lenders (the “Assignee Parties”) harmless from all losses, damages, costs and expenses, including reasonable legal costs and counsel fees, incurred by the Assignee Parties as the direct or indirect result of any action, claim or demand, whether or not groundless, alleging that the Marks infringe any trademarks held by third parties.

3. Right To Inspect. The Assignor hereby grants to the Assignee and its employees and agents the right to visit the Assignor’s plants and facilities where products sold or services provided under any of the Marks are manufactured, inspected stored, or provided, and to inspect and review the products and quality control records relating thereto during normal business hours upon reasonable prior notice to the Assignor. Prior to or contemporaneously with visiting such plants or facilities of the Assignor, such party shall execute and deliver a confidentiality agreement, upon the request of the Assignor. The Assignor shall do any and all acts reasonably required by the Assignee to ensure the Assignor’s compliance with Section 2(f) above.

4. Right to Benefits. If, before the Obligations shall have been satisfied in full, the Assignor shall become entitled to the benefit of any additional trademark or service mark registration, or any renewal or affidavit of any Mark, the provisions of Section 1 hereof shall automatically apply thereto, and the Assignor shall give the Assignee prompt written notice thereof.

5. Future Marks. The Assignor authorizes the Assignee to modify this Agreement by amending Schedule A to include any future trademarks, service marks or tradenames which are Marks under Section 1 or Section 4 hereof.

6. Default. The term "Default", as used herein, shall mean: (a) any Event of Default under the Note Purchase Agreement; and (b) any violation by the Assignor of any obligation, agreement, representation, warranty or covenant contained in this Agreement and any modification or amendment hereof which is not waived or cured and remedied within thirty (30) calendar days after notice thereof to the Assignor.

7. Assignor's Right to Use Marks. Unless a Default shall occur and be continuing, the Assignor shall retain the legal and equitable title to the Marks and shall have the right to use the Marks in the ordinary course of its business but shall not be permitted to sell, assign, transfer or otherwise encumber the Marks or any part thereof; provided, however, that nothing herein contained shall prohibit the Assignor from failing to renew or otherwise abandoning any item included within the Marks if, in the Assignor's good judgment, the retention of such item is not material to the proper conduct of its business; provided, however, that the Assignor shall give the Assignee ten (10) days' prior written notice of any abandonment or failure to renew of any item included within the Marks.

8. Assignee's Rights as Secured Party. If a Default shall have occurred and be continuing, the Assignee shall have, in addition to all other rights and remedies given it by this Agreement and the other Transaction Documents, those 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 Marks may be located and, without limiting the generality of the foregoing, the Assignee may immediately, without demand of performance and without advertisement, sell at public or private sale or otherwise realize upon, in Vermont or elsewhere, the whole or from time to time any part of the Marks and the goodwill associated therewith, or any interest which the Assignor have therein, and after deducting from the proceeds of said sale or other disposition of the Marks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds to the payment of the Obligations. Notice of any sale or other disposition of the Marks shall be given to the Assignor at least fifteen (15) calendar days before the time of any intended public or private sale or other disposition of the Marks is to be made, which the Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Assignee may, to the extent permissible under applicable law, purchase the whole or any part of the Marks sold, free from any right of redemption on the part of the Assignor, which right is hereby waived and released.

9. Power of Attorney. If a Default shall have occurred and be continuing, the Assignor hereby authorizes and empowers the Assignee to make, constitute and appoint any officer or agent of the Assignee as the Assignee may select in its exclusive discretion, as the Assignor's true and lawful attorney-in-fact, with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the Assignee to use the Marks, or to grant or issue any exclusive or non-exclusive license under the Marks to any third person, or necessary for the Assignee to assign, pledge, convey or otherwise transfer title in or dispose of the Marks and the goodwill associated therewith, to any third person. The

Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement and coupled with an interest.

10. Termination. At such time as the Assignor shall completely satisfy all of the Obligations and all other liabilities of the Assignor to the Assignee under the Transaction Documents, the Assignee shall execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Assignor the full unencumbered title to the Marks and the goodwill associated therewith, subject to any disposition thereof which may have been made by the Assignee pursuant hereto.

11. Fees and Expenses of Assignee. If a Default shall have occurred and be continuing, any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by the Assignee Parties in connection with the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Marks, or in defending or prosecuting any actions or proceedings arising out of or related to the Marks, shall be borne and paid by the Assignor on demand by the Assignee, and until so paid shall be added to the principal amount of the Obligations and shall bear interest at a rate equal to 4% per annum in excess of the interest rate otherwise in effect on the Notes.

12. Protection of Marks. Subject only to the first proviso in Section 7 hereof, the Assignor shall take all actions reasonably necessary to protect and defend the Marks and shall institute such proceedings to enforce the Marks as it, in its reasonable business judgment, deems appropriate. The Assignee shall, upon the reasonable request of the Assignor, do any and all lawful acts and execute all proper documents in aid of such protection, defense and enforcement, and the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee Parties for all costs and expenses incurred by the Assignee in connection therewith.

If a Default shall have occurred and be continuing, the Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Marks, in which event the Assignor shall at the request of the Assignee do any and all lawful acts and execute any and all proper documents required by the Assignee in aid of such enforcement, and the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee Parties for all costs and expenses incurred by the Assignee in the exercise of its rights under this Section 12.

13. No Waiver. No course of dealing between the Assignor and the Assignee nor any failure to exercise, nor any delay in exercising, on the part of the Assignee, any right, power or privilege hereunder or under any of the other Transaction Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, 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.

15. Manufacture and Sale. The parties understand and agree that the collateral security assignment of the Marks as provided for in this Agreement, together with other collateral provided to the Assignee pursuant to the Note Purchase Agreement and the other Transaction Documents, will permit the Assignee, upon the happening of a Default, to make use of all rights to the Marks and the goodwill associated therewith, all of which will permit the Assignee to manufacture and sell the products for which the use of the Marks is associated and maintain substantially the same product specifications and quality as maintained by the Assignor.

16. Amendment. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 5 hereof.

17. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

18. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New York.

19. Judicial Proceedings. EACH PARTY TO THIS AGREEMENT AGREES THAT ANY SUIT, ACTION, OR PROCEEDING, WHETHER CLAIM OR COUNTERCLAIM, BROUGHT OR INSTITUTED BY ANY PARTY HERETO OR ANY SUCCESSOR OR ASSIGN OF ANY PARTY, ON OR WITH RESPECT TO THIS AGREEMENT OR THE DEALINGS OF THE PARTIES WITH RESPECT HERETO, SHALL BE TRIED ONLY BY A COURT AND NOT BY A JURY. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. FURTHER, THE ASSIGNOR WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER, IN ANY SUCH SUIT, ACTION OR PROCEEDING, ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. THE ASSIGNOR ACKNOWLEDGES AND AGREES THAT THIS SECTION IS A SPECIFIC AND MATERIAL ASPECT OF THIS AGREEMENT.

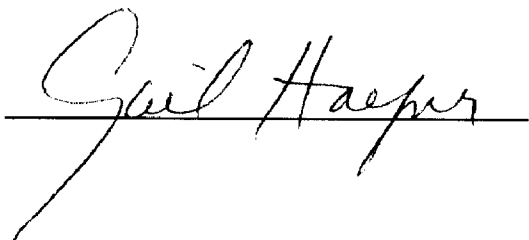
20. Counterparts. This Agreement may be executed in any number of duplicate originals or counterparts, each of such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute one and the same instrument.


[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement the day and year first above written.

WITNESS:

FAB-TECH, INC.



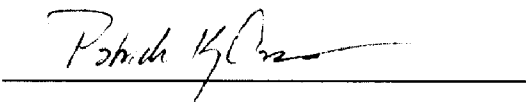
By: 


Andrew D. Frost
Chairman

WITNESS:

PARKWAY CAPITAL INVESTORS, LLC,
as Collateral Trustee for itself and
Midwest Mezzanine Fund II, L.P.

By: 5113 Capital Associates, LLC
its Managing Member



By: 


J. Drexel Knight

ACKNOWLEDGMENTS

STATE OF VERMONT, COUNTY OF CHITTENDEN, TO WIT:

I HEREBY CERTIFY, that in the City of Burlington on this 31st day of July, 2000, before me, the undersigned Notary Public of said State, personally appeared Andrew D. Frost, who acknowledged himself to be the Chairman of Fab-Tech, Inc., a Vermont corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized Chairman of said corporation by himself as Chairman.

WITNESS my Hand and Notarial Seal.



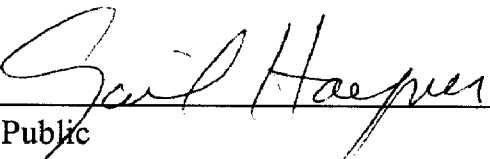
Notary Public

My commission expires: 2/10/03.

STATE OF VERMONT, COUNTY OF CHITTENDEN, TO WIT:

I HEREBY CERTIFY, that in the City of Burlington on this 31st day of July, 2000, before me, the undersigned Notary Public of said State, personally appeared J. Drexel Knight who acknowledged himself to be a Principal of 5113 Capital Associates, LLC, the Managing Member of Parkway Capital Investors, LLC, a Maryland limited liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized Principal of said company by himself as Principal.

WITNESS my Hand and Notarial Seal.



Notary Public

My commission expires: 2/10/03.

**LIST OF TRADEMARK REGISTRATIONS
AND PENDING APPLICATIONS**

<u>MARK</u>	<u>REG. NUMBER</u>	<u>REG. DATE</u>
PSP	1,692,396	06/09/1992