

INTELLECTUAL PROPERTY COLLATERAL ASSIGNMENT AGREEMENT

1. RECITALS.

FROZEN SPECIALTIES, INC., a Delaware corporation (together with its successors and assigns, "Borrower"), is entering into the Credit Agreement, as hereinafter defined, with the banking institutions named in Schedule 1 attached to the Credit Agreement (collectively, "Banks" and, individually, "Bank") and NATIONAL CITY BANK, as Agent for the Banks ("Agent"). FSI/MFP, Inc., a Delaware corporation ("Matlaw's"), desires that the Banks grant the financial accommodations to Borrower as described in the Credit Agreement.

Matlaw's understands that Agent and the Banks are willing to enter into the Credit Agreement and to grant financial accommodations to Borrower thereunder only upon certain terms and conditions, one of which is that Matlaw's grant to Agent, for the benefit of the Banks, a security interest in and collateral assignment of the Collateral, as hereinafter defined, and this Intellectual Property Collateral Assignment Agreement (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is being executed and delivered in consideration of each financial accommodation, if any, granted to Borrower by the Banks and for other valuable considerations.

2. DEFINITIONS. As used in this Agreement, the following terms shall have the following meanings:

2.1. "Assignment" shall mean an Assignment in the form of Exhibit A hereto.

2.2. "Collateral" shall mean, collectively, all of Matlaw's's existing and future (a) patents, patent registrations, patent applications, patent licenses, technology licenses, trade secrets, know-how, trademarks, trademark registrations, trademark applications, trademark licenses, trade names, service marks, domain names, copyright registrations and copyright licenses, whether federal or state, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, proceeds on infringement suits, and rights to sue for past, present and future infringements relating to any of the foregoing; (d) goodwill associated with any of the foregoing; (e) royalties; and (f) proceeds of any of the foregoing.

2.3. "Credit Agreement" shall mean the Credit and Security Agreement executed by and among Borrower, Agent and the Banks and dated as of the 26th day of May, 2000, as the same may from time to time be amended, restated or otherwise modified or replaced.

2.4. "Debt" means, collectively, (a) all Indebtedness incurred by Borrower to Agent or the Banks pursuant to the Credit Agreement and includes the principal of and interest on all Notes; (b) each extension or renewal thereof under the Credit Agreement in whole or in part; (c) the commitment and other fees, and any prepayment premium payable thereunder; (d) all obligations and liabilities of Borrower now existing or hereafter incurred to Agent or any Bank under, arising

out of, or in connection with any Hedge Agreement, as defined in the Credit Agreement; and (e) all Related Expenses.

2.5. "Event of Default" shall mean an event or condition that constitutes an event of default pursuant to Section 8 hereof.

2.6. "Letter of Credit" shall mean any Letter of Credit, as defined in the Credit Agreement, issued pursuant to the Credit Agreement.

2.7. "Loan" shall mean any Loan, as defined in the Credit Agreement, granted pursuant to the Credit Agreement.

2.8. "Person" shall mean any individual, sole proprietorship, partnership, joint venture, unincorporated organization, corporation, limited liability company, institution, trust, estate, government or other agency or political subdivision thereof or any other entity.

Except as specifically defined herein, capitalized terms used in this Agreement that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement.

3. **GRANT OF ASSIGNMENT AND SECURITY INTEREST.** In consideration of and as security for the full and complete payment of all of the Debt, Matlaw's hereby agrees that Agent, for the benefit of the Banks, shall at all times have, and hereby grants to Agent, for the benefit of the Banks, a security interest in and collateral assignment of all of the Collateral, including (without limitation) all of Matlaw's's future Collateral, irrespective of any lack of knowledge by Agent or any Bank of the creation or acquisition thereof.

Notwithstanding anything herein to the contrary, the security interest and collateral assignment granted by this Agreement shall be limited to the amount of the Guaranteed Debt, as defined in that certain Limited Guaranty of Payment of Debt dated of even date herewith, executed and delivered to Agent by Matlaw's.

Further notwithstanding anything herein to the contrary, in no event shall the Collateral include, and Matlaw's shall not be deemed to have granted a security interest in and a collateral assignment of any of Matlaw's's rights or interests in any license, contract or agreement or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-318(4) of the Uniform Commercial Code or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Collateral shall include, and Matlaw's shall be deemed to have granted a security interest in and a collateral assignment of, all such rights and interests as if such provision had never been in effect.

4. **REPRESENTATIONS AND WARRANTIES.** Matlaw's represents and warrants to Agent and the Banks that:

(a) Matlaw's owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable.

(b) Matlaw's has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any Person.

(c) Except for liens permitted pursuant to Section 5.9 of the Credit Agreement and except for licenses permitted pursuant to Section 5 hereof, Matlaw's is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Matlaw's not to sue third Persons.

(d) Matlaw's has not transferred any interest in or license of the Collateral to any Person.

(e) Matlaw's has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms.

(f) Matlaw's has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a material adverse effect on Matlaw's.

5. **FURTHER ASSIGNMENT PROHIBITED.** Matlaw's shall not enter into any agreement that is inconsistent with Matlaw's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral without Agent's prior written consent. Absent such prior written consent, any attempted sale or license is null and void.

6. **RIGHT TO INSPECT.** Matlaw's hereby grants to Agent and its employees and agents the right, during regular business hours, to visit any location of Matlaw's or, if applicable, any other location, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours, at Matlaw's expense.

7. **STANDARD PATENT AND TRADEMARK USE.** Matlaw's shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. With respect to the Collateral, Matlaw's shall (a) comply with all patent marking requirements as specified in 35 U.S.C. §287, and (b) further conform their respective usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and SM where appropriate.

8. **EVENT OF DEFAULT.**

(a) The occurrence of any of the following shall constitute an "Event of Default" under this Agreement (i) if an Event of Default, as defined in the Credit Agreement, shall occur under the Credit Agreement, or (ii) if Matlaw's shall fail to fully perform or omit to perform in any material respect any agreement or other provision contained or referred to in this Agreement and such failure to perform or omission to perform shall not have been fully corrected within thirty (30) days after

the giving of written notice thereof to Matlaw's by Agent that such failure or omission is to be remedied.

(b) Matlaw's expressly acknowledges that Agent shall record this Agreement with the United States Patent and Trademark Office in Washington, DC. Contemporaneously herewith, Matlaw's shall also execute and deliver to Agent the Assignment, which Assignment shall have no force and effect and shall be held by Agent, in escrow, until the occurrence of an Event of Default; provided that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default (unless such Event of Default has been cured or waived prior to Agent providing the notice provided for this paragraph), the Assignment shall take effect immediately upon certification of such fact by an authorized officer of Agent in the form reflected on the face of the Assignment and written notice to Matlaw's and Agent may, in its sole discretion, record the Assignment with the United States Patent and Trademark Office.

(c) Matlaw's irrevocably authorizes and empowers Agent, upon the occurrence of an Event of Default, to terminate Matlaw's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, Agent may immediately sell at public or private sale or otherwise realize upon, in a commercially reasonable manner, from time to time, any of the Collateral, together with the associated goodwill, or any interest that Matlaw's may have therein, and, after deducting from the proceeds of sale or other disposition of the Collateral all reasonable expenses (including all attorneys' fees and brokers' fees), Agent shall apply such proceeds against payment of the Debt. Any remainder of the proceeds, after payment in full of the Debt, shall be distributed in accordance with the terms of the Credit Agreement. Notice of any sale or other disposition of the Collateral shall be given to Matlaw's at least ten (10) Business Days before the time of any intended public or private sale or other disposition of the Collateral is to be made, which Matlaw's hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition Agent or any Bank may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Matlaw's, which right is hereby waived and released.

9. **TERMINATION.** At such time as the Debt has been irrevocably paid in full, the Commitment, as defined in the Credit Agreement, terminated, and the Credit Agreement terminated, this Agreement shall terminate and, upon written request of Matlaw's, Agent shall execute and deliver to Matlaw's all deeds, assignments, and other instruments as may be necessary or proper to release Agent's security interest in and assignment of the Collateral and to re-vest in Matlaw's full title to the Collateral, subject to any disposition thereof that may have been made by Agent pursuant hereto.

10. **MAINTAINING COLLATERAL; ATTORNEYS' FEES, COSTS AND EXPENSES.** Matlaw's shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that Matlaw's shall not be obligated to maintain any Collateral in the event Matlaw's determines, in the reasonable business judgment of Matlaw's, that such Collateral is no longer necessary in Matlaw's business. Any and all reasonable fees, costs and expenses, of whatever

kind or nature, including, without limitation, attorneys' fees and legal expenses incurred by Agent or any Bank in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Matlaw's, upon demand by Agent, and, until so paid, shall be added to the principal amount of the Debt.

11. **MATLAW'S OBLIGATION TO PROSECUTE.** Except as otherwise agreed to by Agent in writing, Matlaw's shall have the duty to prosecute diligently any patent application or trademark application pending as of the date of this Agreement or thereafter until the Debt shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees; provided that Matlaw's shall not be obligated to do any of the foregoing to any Collateral in the event Matlaw's determines, in the reasonable business judgement of Matlaw's, that such Collateral is no longer necessary in Matlaw's business. Any expenses incurred in connection with the Collateral shall be borne by Matlaw's. Matlaw's shall not abandon any Collateral without the prior written consent of Agent, unless such abandonment will not have a material adverse effect on Matlaw's or such abandonment is in connection with the abandonment of a product or product line.

12. **AGENT'S RIGHT TO ENFORCE.** Matlaw's shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. Agent and the Banks shall have the right, but shall have no obligation, to join in any such action. Matlaw's shall promptly, upon demand, reimburse and indemnify Agent for all damages, reasonable costs and expenses, including attorneys' fees, incurred by Agent in connection with the provisions of this Section 12, in the event Agent elects to join in any such action commenced by Matlaw's.

13. **POWER OF ATTORNEY.** Matlaw's hereby authorizes and empowers Agent, on behalf of the Banks, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its exclusive discretion, as Matlaw's true and lawful attorney-in-fact, with the power to endorse, after the occurrence and during the continuance of an Event of Default, Matlaw's name on all applications, documents, papers and instruments necessary for Agent to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Matlaw's 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.

14. **AGENT'S RIGHT TO PERFORM OBLIGATIONS.** If Matlaw's fails to comply with any of its obligations under this Agreement, Agent, on behalf of the Banks, may, but is not obligated to, do so in Matlaw's name or in Agent's name, but at Matlaw's expense, and Matlaw's

hereby agrees to reimburse Agent on demand in full for all expenses, including attorneys' fees, incurred by Agent in protecting, defending and maintaining the Collateral.

15. **ADDITIONAL DOCUMENTS.** Matlaw's shall, upon written request of Agent, enter into such additional documents or instruments as may be required by Agent in order to effectuate, evidence or perfect Agent's interests in the Collateral as evidenced by this Agreement.

16. **NEW COLLATERAL.** If, before the Debt shall have been satisfied in full and the Commitment terminated, Matlaw's shall obtain rights to any new Collateral, the provisions of Section 1 shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and Matlaw's shall give Agent prompt written notice thereof.

17. **MODIFICATION FOR NEW COLLATERAL.** Matlaw's hereby authorizes Agent to modify this Agreement by amending Schedule 1 to include any future Collateral as contemplated by Sections 1 and 16 hereof and, at Agent's request, Matlaw's shall execute any documents or instruments required by Agent in order to modify this Agreement as provided in this Section 17, provided that any such modification to Schedule 1 shall be effective without the signature of Matlaw's.

18. **NO WAIVER.** No course of dealing between Matlaw's and Agent and the Banks, nor any failure to exercise, nor any delay in exercising, on the part of Agent or the Banks, any right, power or privilege hereunder or under any of the Loan 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 thereof or the exercise of any other right, power or privilege.

19. **REMEDIES CUMULATIVE.** All of the rights and remedies of Agent and the Banks with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

20. **SEVERABILITY.** 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 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.

21. **MODIFICATIONS.** Subject to Section 17 hereof, this Agreement may be amended or modified only by a writing signed by Matlaw's and Agent. In the event that any provision of this Agreement is deemed to be inconsistent with any provision of any other document, other than the Credit Agreement, the provisions of this Agreement shall control.

22. **ASSIGNMENT AND SUCCESSORS.** This Agreement shall not be assigned by Matlaw's without the prior written consent of Agent. This Agreement shall bind the successors and permitted assigns of Matlaw's and shall benefit the respective successors and assigns of Agent and the Banks. Any attempted assignment or transfer without the prior written consent of Agent shall be null and void.

23. **NOTICE.** All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Matlaw's, mailed or delivered to it, addressed to it at the address specified on the signature pages of the Credit Agreement, if to Agent or a Bank, mailed or delivered to it, addressed to the address of Agent or such Bank specified on the signature pages of the Credit Agreement, or, as to each party, at such other address as shall be designated by such party in a written notice to each of the other parties. All notices, statements, requests, demands and other communications provided for hereunder shall be given by overnight delivery or first class mail with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that notices from Matlaw's to Agent or the Banks pursuant to any of the provisions hereof shall not be effective until received by Agent or the Banks, as the case may be.

24. **GOVERNING LAW.** This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Ohio, without regard to principles of conflicts of law. Matlaw's hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Cleveland, Ohio, over any action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and Matlaw's hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio state or federal court. Matlaw's hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Matlaw's agrees that a final, nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

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25. JURY TRIAL WAIVER, MATLAW'S, AND BY ITS ACCEPTANCE OF THE BENEFITS HEREOF, AGENT AND EACH OF THE BANKS, WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG MATLAW'S, AGENT AND EACH BANK, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY AGENT'S OR ANY BANK'S ABILITY TO PURSUE REMEDIES PURSUANT TO ANY CONFESSION OF JUDGMENT OR COGNOVIT PROVISION CONTAINED IN ANY NOTE OR OTHER GUARANTY OF PAYMENT, INSTRUMENT, DOCUMENT OR AGREEMENT AMONG MATLAW'S, AGENT AND EACH BANK, OR ANY THEREOF.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the 26th day of May, 2000.

FSI/MFP, INC.

By: 


Dennis Seffernick, Chief Financial Officer

ACKNOWLEDGMENTS

THE STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, the undersigned authority, on this day personally appeared Dennis Seffernick, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said FSI/MFP, INC., a Delaware corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of May, 2000.



NOTARY PUBLIC

THOMAS W. OSTROWSKI, ATTORNEY AT LAW
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION HAS NO EXPIRATION DATE
SECTION 147.03 R.C.

SCHEDULE 1**FSI/MFP, INC.**

COUNTRY	Mark	Serial No.	Filed	Reg. No.	Reg. Date
United States	Pizza Bites	366,085	05/24/82	1,261,358	12/13/83
United States	Matlaw's	272,128	07/28/80	1,249,154	08/23/83
Canada	Matlaw's	605,228	04/19/88	355,104	04/28/89
United States	Egg Roll Bites	497,193	08/30/84	1,367,218	10/22/85
Canada	Egg Roll Bites	605,227	04/19/88	355,103	04/29/89
United States	Island Cottage	271,691	05/04/92	1,617,503	01/28/94
United States	Crab Bites	271,688	05/04/92	1,870,710	12/27/94
United States	Pizza-Fingers	460,976	11/22/93	1,903,731	07/04/95
United States	Pizza Bites	815,427	07/28/89	1,593,255	04/24/90
United States	Egg Roll Bites	202,802	09/12/91	1,720,533	09/29/92

SCHEDULE 1

EXHIBIT A

FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY AGENT IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, DATED AS OF MAY 26, 2000 (AS THE SAME MAY FROM TIME TO TIME BE AMENDED, RESTATED OR OTHERWISE MODIFIED, THE "AGREEMENT"), EXECUTED BY FSI/MFP, INC. ("MATLAW'S") IN FAVOR OF NATIONAL CITY BANK, AS AGENT FOR THE BANKS, AS DEFINED IN THE AGREEMENT (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "AGENT"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF AGENT CERTIFIES THAT AN EVENT OF DEFAULT (AS DEFINED IN THE AGREEMENT) HAS OCCURRED AND THAT AGENT HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL (AS DEFINED BELOW) ON BEHALF OF AND FOR THE BENEFIT OF THE BANKS AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

NATIONAL CITY BANK

By: _____
Print Name: _____
Title: _____
Date: _____

ASSIGNMENT

WHEREAS, FSI/MFP, INC., a Delaware corporation ("Matlaw's"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Matlaw's has executed an Intellectual Property Collateral Assignment Agreement, dated as of May 26, 2000 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement") in favor of NATIONAL CITY BANK, as Agent for the Banks, as defined in the Agreement ("Agent"), pursuant to which Matlaw's has granted to Agent, for the benefit of the Banks, a security interest in and collateral assignment of the Collateral as security for the Debt, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in and collateral assignment of the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Matlaw's, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Agent, its successors, transferees and assigns, all of its existing and future (a) patents, patent registrations, patent applications, patent licenses, technology licenses, trade secrets, know-how, trademarks, trademark registrations, trademark applications, trademark licenses, trade names, service marks, domain names, copyright registrations and copyright licenses, whether federal or state; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, proceeds on infringement suits, and rights to sue for past, present and future infringements relating to any of the foregoing; (d) goodwill associated with any of the foregoing; (e) royalties; and (f) proceeds of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule 1 hereto that is registered in the United States Patent and Trademark Office in Washington, D.C. or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon the certification of an authorized officer of Agent, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) Agent has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on May 26, 2000.

ATTEST:

FSI/MFP, INC.

Printed Name: _____

By: _____
Dennis Seffernick, Chief Financial Officer

THE STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, the undersigned authority, on this day personally appeared Dennis Seffernick, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said FSI/MFP, INC., a Delaware corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of May, 2000.

NOTARY PUBLIC

SCHEDULE 1 TO EXHIBIT A

May 25, 2000 4:13pm—mqu
CLE:24675\1 -858234 Ver3