Form PTO-1594 08 - 08 - 2	
(Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)	/ U.S. Patent and Trademark Office
To the Honorable Commissioner c 101803	course the attached original documents or copy thereof.
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)
8-20)	Name: Fleet Capital Corporation
Garnet Hill, Inc.	Internal
Individual(s) Association	Address: 2nd Floor
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership	Street Address: 1 Financial Plaza
Corporation-State New Hampshire	City: Providence State: RI Zip02903
Other	Individual(s) citizens lip
Otto:	Association
Additional name(s) of conveying party(ies) attached? The Yes It No	
3. Nature of conveyance:	General Partnership 2
	1
	Corporation-State Rhode Island
444	Other If assignee is not domiciled in the United States, a domestic
Other	representative designation is attached. Yes No (Designations must be a separate document from assignment)
Execution Date: June 11, 2001	Additional name(s) & address(es) attached? Yes No
Application number(s) or registration number(s):	
A. Trademark Application No.(s)	B. Trademark Registration No.(s)
	GARNET HILL 1829433
Additional number(s) at	l ttached □y Yes ⊠y No
Name and address of party to whom correspondence	6. Total number of applications and
concerning document should be mailed:	registrations involved:
Name: Robert R. Pierce, Esq.	
Internal Address: Suite 800	7. Total fee (37 CFR 3.41)\$ 40.00
Internal Address. Stille Still	∑ Enclosed
2001 TBIAZ1 00000062 1829433	Authorized to be charged to deposit account
481 40.00 OP	Adminized to be charged to deposit deep
	8. Deposit account number:
Street Address Pierce & Mandell, P.C.	
11 Beacon Street	
	Citizens if a size by descrit account
City: Boston State: MA Zip: 02108	(Attach duplicate copy of this page if paying by deposit account
	E THIS SPACE
9. Statement and signature. To the best of my knowledge and belief, the foregoing infor	mation is true and correct and any attached copy is a true
copy of the original document.	6/22/01
Robert R. Pierce, Esq.	"Will The
Traine of Crook eighting	Signature Date
Total number of pages including of	over sheet, attachments, and document

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patent & Trademarks, Box Assignments

Washington, D.C. 20231

ADDITIONAL SECURITY AGREEMENT

SECURED PARTY:

FLEET CAPITAL CORPORATION
One Financial Plaza
Providence, Rhode Island 02903-2305

DEBTOR:

GARNET HILL, INC. 231 Main Street Franconia, NH 03580

- 1. Grant of Security Interest. The undersigned Debtor hereby grants to Secured Party and its successors and assigns, a continuing security interest in and to the Collateral (hereinafter defined) to secure the due and punctual payment and performance of all of the Obligations (hereinafter defined). As used herein, the term "Obligations" shall mean and include the following: (a) all of Debtor's obligations under that certain Guaranty dated as of March 10, 1999 owing to Secured Party (the "Agreement"); (b) all obligations contained herein; and (c) all other obligations and all other indebtedness and liabilities of Debtor to Secured Party of every kind and description, now existing or hereafter arising, direct or indirect, secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, regardless of how the same may arise or by what instrument, agreement or book account they may be evidenced, including without limitation, any such indebtedness and liabilities of Debtor to others which may now or hereafter be obtained by Secured Party through purchase, negotiation, discount, transfer, assignment or otherwise. As used herein, the term "Collateral" shall mean and include the property described on the Additional Collateral Schedule attached hereto, whether now owned or hereafter acquired and wherever the same may be located, and all present and future additions, attachments, or accessories thereto and replacements thereof, and the products, proceeds, offspring, rents and profits therefrom or thereof, including proceeds in the form of goods, accounts, chattel paper, documents, instruments and general intangibles, insurance proceeds payable in respect of loss or damage to any such property, and all returned or repossessed goods arising from or relating to any such property. All capitalized terms used herein and not defined herein shall have the meanings set forth or referred to in the Agreement and the attached Additional Collateral Schedule. To the extent not otherwise defined in this Additional Security Agreement, all other terms contained in this Additional Security Agreement shall have the meanings assigned or referred to them in the Uniform Commercial Code in force in the State of Rhode Island (the "UCC").
- 2. Additional Documents and Agreements. Debtor will, at the request of Secured Party, execute, deliver, and permit Secured Party to file and record any financing statement, specific assignment or other paper that may be requested by Secured Party in order to create, preserve, perfect or validate any security interest hereunder or to enable Secured Party to exercise and enforce its rights hereunder with respect to any of the Collateral. Debtor hereby appoints Secured Party as Debtor's attorney-in-fact to execute, sign and file such additional financing statements or other documents, instruments or assignments as Secured Party may determine in its sole discretion to be necessary or desirable to protect and perfect Secured Party's interest in the Collateral. Debtor hereby authorizes Secured Party to file and record any carbon, photographic or other reproduction of this Additional Security Agreement or any financing statement executed and delivered in connection with this Additional Security Agreement, which shall for all purposes be deemed to be sufficient as a financing statement hereunder. The security interest granted hereby shall continue effective irrespective of any retaking and redelivery of Collateral to Debtor until all Obligations secured hereby are fully paid or performed. The Collateral is and shall remain personal property even though all or any portion of the Collateral may hereafter become attached or affixed to real property, and Debtor shall provide Secured Party with disclaimers and waivers from landlords, mortgagees or any other persons holding any interest in the real property where any Collateral may be located, acceptable in all respects to Secured Party, which may be necessary or advisable in the sole discretion of Secured Party to confirm that the security interest and rights of Secured Party in the Collateral are and will remain valid against all other Parties.

3. Representations; Warranties; Covenants and Agreements. For so long as any Obligations shall remain outstanding, Debtor hereby represents, warrants, covenants and agrees that: (a) this Additional Security Agreement and all related documentation has been and shall be duly authorized by all necessary action on the part of Debtor consistent with its form of organization, do not and shall not require any further shareholder or partner approval, or require the approval of, or the giving of notice to, any federal, state, local or foreign governmental authority and shall not contravene any law binding on Debtor or contravene any certificate or articles of incorporation or by-laws or partnership certificate or agreement, or any agreement. indenture, or other instrument to which Debtor is a party or by which it may be bound; (b) Debtor shall lawfully possess and own the Collateral; (c) except for the security interest granted hereby and any security interest granted to or for the benefit of those certain Lenders identified in, and in connection with, that certain Third Amended and Restated Loan Agreement, dated as of August 24, 1998, by and between such Lenders and the Debtor and its affiliates (the "Loan Agreement") or otherwise permitted pursuant to section 6.1 of the Loan Agreement, the Collateral is free from and will be kept free from all liens, claims, security interests. attachments and encumbrances, and that no financing statement covering the Collateral or any proceeds thereof shall be on file in favor of anyone other than Secured Party; (d) Debtor will not misuse, fail to keep in good repair, sell, assign, rent, lend, encumber, transfer, secrete or otherwise dispose of any of the Collateral or any interest therein, nor permit or contract to do any such act, except that Debtor may dispose of inventory in the ordinary course of business as heretofore conducted by Debtor and as otherwise permitted in the Loan Agreement; (e) if any Collateral becomes the subject of any instrument, chattel paper, negotiable document of title, including any warehouse receipt or bill of lading, Debtor shall deliver such instrument, paper or document to Secured Party; (f) Debtor shall defend at Debtor's own cost any action, proceeding or claim affecting the Collateral; (g) Debtor shall pay promptly all taxes, assessments, license fees and other public or private charges when levied or assessed against the Collateral; (h) Debtor shall permit Secured Party at any time during normal business hours to examine and inspect the Collateral and to inspect and make abstracts from records of Debtor concerning the Collateral; (i) Debtor shall furnish Secured Party such information and reports regarding the status, condition and location of the Collateral and the financial condition of Debtor as Secured Party may from time to time reasonably request; (j) if a certificate of title be required or permitted by law with respect to any Collateral, Debtor shall promptly following request of Secured Party obtain such certificate and all related lien registration and notation documentation with respect to the Collateral indicating the security interest of Secured Party thereon, and in any event do everything necessary or expedient to preserve or perfect the security interest of Secured Party in such Collateral; (k) Debtor shall promptly notify Secured Party of any event causing a substantial loss or diminution in the value or functional utility of all or any material part of the Collateral, or affecting Secured Party's rights or remedies hereunder with respect to the disposition of all or any material part of the Collateral; (I) Debtor shall promptly and diligently collect all accounts and rights to receive payment for goods sold or leased, or for services rendered (whether or not evidenced by an instrument or chattel paper) which constitute all or any part of the Collateral ("Accounts") and maintain accurate books and records of such Accounts and all collections thereof; and (m) Debtor shall keep its records concerning the Accounts at Debtor's chief executive offices at the address shown above. or at such other address as Secured Party shall approve in writing. For so long as an Event of Default (defined below) shall exist, Debtor shall: (i) segregate all collections, Accounts and proceeds of the Collateral so that they are capable of identification and deliver such collections, Accounts and proceeds to Secured Party immediately upon demand therefor; (ii) obtain Secured Party's prior written consent to any sale, contract of sale or other disposition of the Collateral; (iii) upon Secured Party's request therefor, notify account debtors, purchasers of the Collateral or any other persons of the security interest created hereby; and (iv) upon Secured Party's request therefor, demand and collect any Accounts and any proceeds of the Collateral from persons owing same. Upon the occurrence of an Event of Default, Debtor hereby irrevocably authorizes Secured Party to endorse Debtor's name on all collections, receipts, instruments or other documents, and appoints Secured Party as Debtor's attorney-in-fact to exercise to the extent permitted by law all powers, rights and remedies necessary to enable Secured Party to exercise its rights hereunder.

Without limiting the generality of the foregoing, Debtor hereby further represents, warrants, covenants and agrees, with respect to any Trademarks (defined in the attached Additional Collateral Schedule) that: (i) Debtor will not without Secured Party's prior written consent, enter into any agreement, including, without limitation any license agreement, that is inconsistent with Debtor's obligations under this Additional Security Agreement or the Agreement, or take any action, or permit any action to be taken by others subject to Debtor's control, including licensees, or fail to take any action (including, without limitation, the abandonment of any Trademark), that would adversely affect the validity or enforceability of the rights granted or transferred to Secured Party under this Additional Security Agreement, or enter into any other agreement which may restrict or inhibit Secured Party's rights to sell or otherwise dispose of any Trademark or any part thereof after the occurrence of an Event of Default; (ii) if after the date hereof and before all Obligations have been satisfied in full. Debtor shall obtain any registration or apply for any

registration in the United States Patent and Trademark Office or in any similar office or agency of a state, territory or possession of the United States, or obtain rights to any trademarks or tradenames used in the United States or any state, territory or possession thereof, or become entitled to the benefit of any trademark application, common law trademark, tradename or trademark registration in the United States or any state, territory or possession thereof, the provisions of this Agreement shall automatically apply thereto and Debtor shall give to Secured Party prompt written notice thereof; (iii) Debtor is not aware of any material infringement or unauthorized use presently being made of any of the Trademarks which would adversely affect the fair market value thereof or the benefits of this Additional Security Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder and Debtor will continue to maintain monitoring and enforcement practices which fully and adequately protect the Trademarks in accordance with prudent industry practices; (iv) the permitted use by Secured Party of all Trademarks pursuant to this Additional Security Agreement shall be worldwide (subject to applicable law) without any liability for royalties or other related charges from Secured Party to Debtor. Debtor agrees (1) not to sell or assign its interest in, or grant any license under the Trademarks without the prior written consent of Secured Party. which consent shall not be unreasonably withheld (except for licensing of the Trademarks in bona fide. arm's length transactions with third parties who are not controlled by, controlling or under common control with the Debtor) for value in the ordinary course of business in which the proceeds of such licenses shall constitute Collateral hereunder); (2) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of such products as of the date hereof; (3) not to reduce the quality of such products in any material respect without Secured Party's express written consent; and (4) Debtor shall prosecute diligently and in accordance with prudent industry practices any trademark application that is part of the Trademarks pending as of the date hereof or thereafter until the Obligations shall have been paid in full, (5) to preserve and maintain all rights in trademark applications. trademarks, tradenames, and trademark registrations that are part of the Trademarks in accordance with prudent industry practices, and (6) not to abandon any Trademark without the prior written consent of Secured Party. Any expenses incurred in connection with the applications referred to herein shall be borne by Debtor. Debtor shall keep Secured Party advised on a current basis of any such applications or proceedings. If Debtor fails to comply with any of the foregoing duties within 10 days following written notice from Secured Party, Secured Party may so comply in Debtor's name to the extent permitted by law, but at Debtor's expense, and Debtor hereby agrees to reimburse Secured Party in full for all reasonable expenses, including the fees and disbursements of attorneys and paralegals (including charges for inside counsel) incurred by Secured Party in protecting, defending and maintaining the Trademarks. In the event that Debtor shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to discharge any liens or encumbrance prohibited hereby, or shall fail to comply with any other duty hereunder. Secured Party may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of Debtor, and all moneys so paid shall be Obligations of Debtor repayable on demand, together with interest at a rate equal to the lesser of 18% per annum or the highest rate permitted by applicable law.

- 4. <u>Insurance</u>. All risk of loss of, damage to, or destruction of, the Collateral shall at all times be with Debtor. Debtor will procure forthwith and maintain fire, theft and property damage insurance with extended or combined additional coverage on any Collateral which is tangible personal property for the full replacement value thereof for so long as any Obligations remain outstanding, together with such other insurance as Secured Party may specify, and promptly deliver certificates and copies evidencing each policy to Secured Party with a standard mortgagee's long form endorsement attached showing loss payable to Secured Party and Debtor as their respective interests may appear, which endorsement shall provide at least thirty (30) days' prior written notice to Secured Party of any material change, cancellation or non-renewal of coverage. Secured Party's acceptance of policies in lesser amounts or risks shall not be a waiver of Debtor's foregoing obligations.
- 5. <u>Defaults</u>. Time is of the essence in the payment and performance of all Obligations, including without limitation all Obligations under or in respect of this Additional Security Agreement. It shall be an "Event of Default" hereunder if Debtor breaches any representation, warranty, covenant or provision hereof or of the Agreement, or defaults in the payment or performance of any Obligation; or if any substantial portion of the Collateral is lost or destroyed; or if there exists any event or condition which, with notice or the passage of time, or both, would constitute a default under the Agreement or any other document agreement or instrument evidencing an Obligation.
- 6. <u>Remedies</u>. Upon the occurrence of an Event of Default hereunder, all Obligations, at Secured Party's option and without notice, shall become immediately due and payable, and Secured Party shall have all rights and remedies of a secured party under the UCC and any other applicable law, and in addition, and without limiting the foregoing. Secured Party may: (a) sell all or any part of the Collatoral at public or private

sale at such price(s) as Secured Party may deem satisfactory; (b) require Debtor to assemble all or any part of the Collateral and any records pertaining thereto and make it available to the Secured Party at a place to be designated by the Secured Party; (c) enter the premises of Debtor and take possession of the Collateral and any records pertaining thereto and/or disable or render any such Collateral unusable; (d) grant extensions, compromise claims and settle Accounts in any amount for less than face value or book value or otherwise. All rights and remedies in this Additional Security Agreement are cumulative and not alternative and are not exclusive of any other remedies provided by law. Debtor will upon demand pay to Secured Party the expenses of retaking, holding, preparing for sale, selling and the like, including without limitation, reasonable attorney's fees and other legal expenses, incurred by Secured Party in connection with the Collateral or the exercise of its rights or remedies hereunder, all of which shall constitute additional Obligations secured by the Collateral hereunder. In the event Secured Party seeks to take possession of any or all of the Collateral by court process, Debtor hereby irrevocably waives any bonds and any surety or security relating thereto required by any statute, court rule or otherwise as an incident to such possession, and waives any demand for possession prior to the commencement of any suit or action to recover with respect thereto. Any notice required to be given by Secured Party of a sale or other disposition or other intended action by Secured Party with respect to any of the Collateral or otherwise which is made in accordance with the terms of this Additional Security Agreement at least seven (7) days prior to such proposed action, shall constitute fair and reasonable notice to Debtor of any such action. Secured Party shall be liable to Debtor only for its gross negligence or willful misconduct in failing to comply with any applicable law imposing duties upon Secured Party; Secured Party's liability for any such failure shall be limited to the actual loss suffered by Debtor directly resulting from such failure. Secured Party shall have no liability to Debtor in tort or for incidental or consequential damages.

- 7. Assignment. The provisions of this Additional Security Agreement shall be binding upon and shall inure to the benefit of the heirs, administrators, successors and assigns of Secured Party and Debtor, provided, however, that Debtor may not assign any of its rights or delegate any of its Obligations hereunder without the prior written consent of Secured Party. Secured Party may, from time to time, without notice to Debtor, sell, assign, transfer, participate, pledge or otherwise dispose of all or any part of the Obligations and/or the Collateral therefor. In such event, each and every immediate and successive purchaser, assignee, transferee, participant, pledgee, or holder of all or any part of the Obligations and/or the Collateral (each, a "Holder") shall have the right to enforce this Additional Security Agreement, by legal action or otherwise, for its own benefit as fully as if such Holder were herein by name specifically given such rights hereunder. Debtor agrees that the rights of any such Holder hereunder or with respect to the related Obligations shall not be subject to any defense, set-off or counterclaim that Debtor may assert or claim against Secured Party, and that any such Holder shall have all of the Secured Party's rights hereunder but none of the Secured Party's obligations. Secured Party shall have an unimpaired right to enforce this Additional Security Agreement for its benefit with respect to that portion of the Obligations which Secured Party has not sold, assigned, transferred, participated, pledged or otherwise disposed of.
- 8. Miscellaneous. No failure on the part of Secured Party to exercise and no delay in exercising any right, power or remedy hereunder shall operate as a waiver thereof. Any provisions hereof contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted here from, and shall not invalidate the remaining provisions hereof. Debtor acknowledges receipt of a true copy and waives acceptance hereof. THIS ADDITIONAL SECURITY AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT OF DEBTOR AND SECURED PARTY RELATIVE TO THE SUBJECT MATTER HEREOF, AND THERE ARE NO PRIOR OR CONTEMPORANEOUS UNDERSTANDINGS OR AGREEMENTS, WHETHER ORAL OR IN WRITING, BETWEEN THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF. NEITHER THIS ADDITIONAL SECURITY AGREEMENT NOR ANY PROVISION HEREOF MAY BE CHANGED, WAIVED, DISCHARGED OR TERMINATED EXCEPT BY AGREEMENT IN WRITING SIGNED BY THE PARTY AGAINST WHICH ENFORCEMENT OF SUCH CHANGE, WAIVER, DISCHARGE OR TERMINATION IS SOUGHT. Any notices and demands shall be in writing and sent to the parties by regular mail at the addresses herein set forth or to such other address as the parties may hereafter specify by written notice. THIS ADDITIONAL SECURITY AGREEMENT AND THE LEGAL RELATIONS OF THE PARTIES HERETO SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF RHODE ISLAND, WITHOUT REGARD TO PRINCIPLES REGARDING THE CHOICE OF LAW. DEBTOR HEREBY CONSENTS TO THE JURISDICTION OF THE COURTS OF THE STATE OF RHODE ISLAND AND THE FEDERAL DISTRICT COURT FOR THE DISTRICT OF RHODE ISLAND FOR THE PURPOSES OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF ITS OBLIGATIONS HEREUNDER AND EXPRESSLY WAIVES ANY OBJECTIONS TO THE VENUE OF SUCH COURTS. DEBTOR HEREBY EXPRESSLY WAIVES TRIAL BY JURY IN ANY ACTION BROUGHT ON OR WITH RESPECT TO THIS ADDITIONAL SECURITY AGREEMENT. Any action by Debtor against Secured Party

for any cause of action relating to this Additional Security Agreement shall be instituted within one year after any such cause of action first arise.

Dated as of: June 11, 2001

Fleet Capital Corporation

Garnet Hill, Inc.

By: John V. Khark

Assistant Vice President

Name:

Title:

Name:

Title:

5

ADDITIONAL COLLATERAL SCHEDULE TO ADDITIONAL SECURITY AGREEMENT

DATED AS OF: June 11, 2001

All goods, equipment, inventory, accounts, chattel paper, documents, instruments, contract rights, investment property, deposit accounts, letter of credit rights, supporting obligations, trademark applications, trademarks, patent applications, patents, patents pending, and general intangibles in which the Debtor now or hereafter has rights and wherever the same may be located, whether now owned or hereafter acquired or arising, and the proceeds, products and income of any of the foregoing, including insurance proceeds, and each of the following:

- all of Debtor's present and trademarks, trademark registrations, tradenames and trademark applications, whether or not now or hereafter filed with the U.S. Patent and Trademark office, any similar office or agency of any state, territory or possession of the United States or any similar office or agency of any other countries or used in the United States, any state, territory or possession thereof or any other country, including, without limitation, (i) any renewals thereof. (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto including without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (v), all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and trademark applications, together with the items described in clauses (i)-(iv) above are sometimes hereinafter referred to, either individually or collectively, as the "Trademarks"), including but not limited to the Trademarks listed on the Exhibit A attached hereto; and
- (b) the goodwill of Debtor's business connected with or symbolized by the Trademarks.

Dated as of: June 11, 2001

Fleet Capital Corporation

Name:

Assistant Vice President Title:

Garnet Hill, Inc.

Title:

Exhibit A Additional Collateral Schedule

Garnet Hill, Inc.

Mark Registration No. Registration or Filing Date Expiration Date

Garnet Hill 1,829,433 April 5, 1994

Garnet Hill 120014 (State of NH) September 23, 1997

Application or Issue or Patent No. Country Filing Date Expiration Date Title

5,510,891 U.S.A. 4/23/96 Object Characteristic

Direct Measuring
Devices Utilizing a
Magnetically Attracted
Lower Base and Upper
Frame Having a Scaled

Lens

Owner Registration No. Effective Date of Registration

Catalogs and web images copyrighted in due course of business.

BUSDOCS:985205.1

Exhibit A Additional Collateral Schedule

GARNET HILLS, INC.

USPTO Summary Page

Tra	ademark	Status	International Class(es)	Registration Number	Serial Number	Page
1.	GARNET H	ILL REGISTERED	20,24,25,42	R1829433	74-349397	5
2.	GARNET H	ILL CANCELLED	24,25	R1231977	73-314925	6
3.	THE NATU	RAL FIBERS CATALO ABANDONED	PG 24	R000000	73-314924	6

Analyst: T. RALSTON

USPTO Summary Page: 4

Search: 80168813

FINANCING STATE	MENT - FOLLOWS	NSTRUCTIONS CAREFULLY						
This Financing Statement is pres and will remain effective, with cer	ented for filing pursuant to t	he Uniform Commercial Code						
A. NAME & TEL. # OF COM			CT. # (optional)					
C. RETURN COPY TO: (N	ame and Mailing Addre	ess)						
PARASEARCI	HINC.	٦						
222 Jefferson	Boulevard							
Warwick, RI 0 (401) 732-249		739-7708						
L ` ´	` _ '							
D. OPTIONAL DESIGNATION (# 1. DEBTOR'S EXACT		LESSEE CONSIGNOR/CONSIGNEE	NON-UCC FILING					
1b)								
o Garnet Hill, Inc.								
16. INDIVIDUAL'S LAST	NAME		FIRST NAME		MIDDLE NA	ME		SUFFIX
					<u> </u>			
1c. MAILING ADDRESS			CITY	· 	STATE	COUNTRY	POSTAL COD	
231 Main Stre		I te. TYPE OF ENTITY	Franconia		NH to ENTITY	USA	03580	
1d. S.S. OR TAX I.D. #	OPTIONAL ADD'L INFO. RE: ENTITY	I IE, ITPE UP ENIIIY	1f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION		ig. ENIT	'S ORGANIZATION	-L I.U. #, f 3fly	NONE
2. ADDITIONAL DEBT	DEBTOR	GAL NAME - insert only one debtor r			<u> </u>			
2a. ENTITY'S NAME		OFFE TO WILL INSCRIPTION OF SOCION						
O R								
26. INDIVIDUAL'S LAS	NAME		FIRST NAME		MIDOLE NA	AME		SUFFIX
2c. MAILING ADDRESS			CITY		STATE	COUNTRY	POSTAL COD	<u> </u>
26. MAILING ADDRESS			l and		JIAIL	USA	FOSIALCOD	-
2d. S.S. OR TAX I.D. #	OPTIONAL	2e. TYPE OF ENTITY	21. ENTITY'S STATE		2g. ENTIT	'S ORGANIZATION	AL I.D. #, if any	
	ADD'L INFO. RE	i:]	OR COUNTRY OF ORGANIZATION					NONE
3. SECURED PARTY	DEBTOR GORIGINAL S/P or IT:	I S TOTAL ASSIGNEE) EXACT FULL	LEGAL NAME - insert or	nly one secured party name (3a	or 3b)			
39. ENTITY'S NAME								
0 1	I CORPORATIO	N (FOR ITSELF AND/OR A	S AGENT)					
36. INDIVIDUAL'S LAS		M (I OK HOLLI MIOIOK)	FIRST NAME		MIDDLE NAME			SUFFIX
3c. MAILING ADDRESS			CITY		STATE	COUNTRY	POSTAL CODE	
				RI	USA	02903		
ONE FINANCIA			PROVIDENCE	I Ki	034	02503		
All goods, equipm accounts, letter of pending, and gend owned or hereafte and each of the followhether or not not possession of the possession thereof payments now and in connection ther future infringement registrations, trade the Exhibit A attack. Account #: Corners: 5. CHECK This FINAN BOX (12) in column	nent, inventory, credit rights, sue ral intangibles racquired or ar llowing: a) all wor hereafter fill united States or or any other collineration of the damages and tradit of the central distribution of the distribution of th	accounts, chattel paper, accounts, chattel paper, apporting obligations, train which the Debtor novising, and the proceeds, pof Debtor's present and ided with the U.S. Patent any similar office or agountry, including, without prayable with respect to ages and payments for payable with respect to ages and payments for payable with respect to a payable wit	demark application or hereafter has products and incommended and Trademarks, trade and Trademark ency of any other at limitation, (i) a hereto including ast or future infriding thereto through the "Trademator's business con/County: Or to perfect a security interest is brought into this state, or with the state is brought into this state, or with the or with the state, or with perfect a security interest is brought into this state, or with the state and the	ions, trademarks, par is rights and wherever ome of any of the formark registrations, office, any similar or r countries or used in any renewals thereof without limitation, paragements thereof, (in lighout the world (all mis described in clauserks"), including but arks"), including but need the	r the sam regoing, tradenan ffice or an the Un, (ii) all payments iii) the rill of the fises (i)-(it not limbolized l	ications, patine may be locationed including in the sand tradegency of an ited States, a income, roys under all light to sue for oregoing tradegency above are ited to the Toy the Tradegencementary to be filed (for recommentary to be filed (for re	tents, paten pocated, when purchase and parties and state, ten any state, ten and any state, ten and any state, ten and any state, ten and any state, ten any state, ten an	ts ther now oceeds, ications, citory or erritory or ages and ered into sent and rademark s listed on
	Youn	v. Janyo		9. Check to REQUEST SEA	ARCH CERT		blor(s)	
Signature: Printed Name/Title:	Gatricia	M Small	AW	(ADDITIONAL FEE) (optional) All Debtor	rs Det	ntor 1 Debto	w 2	

Last modified in Mr. 12 2001

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		2.						
FINANCING STATEM This Financing Statement is present	ed for filling pursuant to th	ne Uniform Commercial Code						
and will remain effective, with certain NAME & TEL. # OF CONTA			E ACCT. # (optional)					
. RETURN COPY TO: (Nam	e and Mailing Addres	ss)						
PARASEARCH I 222 Jefferson Bo Warwick, RI 028 (401) 732-2490	oulevard	739-7708						
L . OPTIONAL DESIGNATION (II ap	plicable): LESSOR/I	LESSEE CONSIGNOR/CONSIG	NEE NON-UCC FILING					
. DEBTOR'S EXACT FU	LL LEGAL NAME - in	sert only one debtor name (1a	or					
Garnet Hill, Inc.								
16. INDIVIDUAL'S LAST N	AME		FIRST NAME		MIDOLE N	ME		SUFFIX
c. MAILING ADDRESS			ату		STATE	COUNTRY	POSTAL CODE	<u> </u>
231 Main Street			Franconia		NH	USA	03580	
d. S.S. OR TAX I.D. #	OPTIONAL AOD'L INFO. RE: ENTITY	1e. TYPE OF ENTITY	1f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION	-	1g. ENTITY	Y'S ORGANIZATIO	VAL.I.D. #, if any	NONE
2. ADDITIONAL DEBTOR	DEBTOR	SAL NAME - insert only one de			<u> </u>			
2a. ENTITY'S NAME								······
26. INDIVIDUAL'S LAST N	AME		FIRST NAME		MIDDLE NA	AME		SUFFIX
c. MAILING ADDRESS			CITY		STATE	COUNTRY	POSTAL CODE	
						USA		
d. S.S. OR TAX I.D. #	OPTIONAL ADD'L INFO, RE	2e. TYPE OF ENTITY	21. ENTITY'S STATE OR COUNTRY OF		20 ENTIT	Y'S ORGANIZATIO	NAL I.D. #, if any	
	ENTITY DEBTOR		ORGANIZATION					NONE
. SECURED PARTY'S (ORIGINAL S/P or ITS	TOTAL ASSIGNEE) EXACT F	FULL LEGAL NAME - insert only	one secured party name (3a	or 3b)			
3a. ENTITY'S NAME	· <u>······························</u>							· · · · · · · · · · · · · · · · · · ·
FLEET CAPITAL		N (FOR ITSELF AND/C	OR AS AGENT)		MIDDLEN	.WF		SUFFIX
	4112							
C. MAILING ADDRESS			CITY		STATE	COUNTRY	POSTAL CODE	
ONE FINANCIAL	PLAZA		PROVIDENCE		RI	USA	02903	
All goods, equipment accounts, letter of creating, and general and each of the followhether or not now accession of the Urbossession thereof of payments now and had connection therewalture infringements against a tradent account #: Cornerston the Exhibit A attach Account #: Cornerst	nt, inventory, redit rights, sure dit rights, sure dit rights, sure dit intangibles in coquired or ariowing: a) all cor hereafter finited States or rany other concreafter due of with and damage thereof, and commes and trade to, either indived hereto; and he Brands, Inc.	pporting obligations, in which the Debtor is sing, and the proceed of Debtor's present a led with the U.S. Pat any similar office or untry, including, with the payable with respeges and payments for (v), all rights correspemark applications, to vidually or collective led by the goodwill of E. File: S/S: Town/Country interest in another turnsdiction where	ter, documents, instruction or hereafter has a dis, products and incommod trademarks, trader ent and Trademark of agency of any other hout limitation, (i) and thereto including we repast or future infringionaling thereto throug ogether with the item day, as the "Trademan Debtor's business consumty: Butler County	ons, trademarks, pairights and wherever the of any of the formark registrations, office, any similar of countries or used in the remarks thereof, vithout limitation, pagements thereof, (in the world (all is described in claureks"), including but the world with or symbol the countries of the world (all is described in claureks"), including but the world with or symbol to the countries of the cou	r the sam regoing, tradenan ffice or an the Unit, (ii) all payments iii) the rill of the fises (i)-(it not limbolized by the startement is	ications, pare may be laincluding in mes and trace agency of a ited States, income, ross under all ght to sue foregoing trace above an ited to the commentary media parentary and to be filled (for reference).	attents, patentiocated, when insurance proferrance proferrance proferrance proferrance proferrance and state, terrangustate, terrangustate, terrangustate, presenter past, presenter sometimes Trademarks. Documentary stamma and applicable second)	ther now occeeds, ications, itory or erritory o ages and red into ent and ademark is
Signature: Printed Name/Title:	Yolly !	1. Schalfe		Attach Addendum		(If applicable	·	
Signature.	Patrice	a 111 Kint	NO	9. Check to REQUEST SEA (ADDITIONAL FEE) (optional)		RADEM	, ,	
Printed Name/Title:	ニモノかまさんばくし	~ 1/1/ X/1/1/1//			~14	マムレナが	ARN	

					<u></u> _				
FIN	ANCING STATEMEN	T - FOLLOW IN	STRUCTIONS CAREFULLY						
and w	inancing Statement is presented to ill remain effective, with certain exc AME & TEL. # OF CONTACT	eptions, for 5 years for	from date of filing.	CT # (ontional)	_			•	
					_				
C. RI	ETURN COPY TO: (Name a	nd Mailing Addres	ss) I						
'	PARASEARCH INC 222 Jefferson Boule		•						
}	Warwick, RI 02888								
	(401) 732-2490	Fax: (401)	739-7708						
l	TIONAL DESIGNATION (if applica	ble): LESSORAL		NON-UCC FILING					
1.	DEBTOR'S EXACT FULL L	EGAL NAME - in:	sert only one debtor name (1a or				***************************************		
	1a. ENTITY'S NAME Garnet Hill, Inc.		, , , , , , , , , , , , , , , , , , ,						·
Ř	1b. INDIVIDUAL'S LAST NAME			FIRST NAME		I MIDDLE NA	MF .		SUFFIX
	iv. Moreo Biblione								SOFFIX
1c. M	AILING ADDRESS	· · · · · · · · · · · · · · · · · · ·		CITY		STATE	COUNTRY	POSTAL CODE	<u> </u>
	231 Main Street			Franconia		NH	USA	03580	
1d.	S.S. OR TAX I.D. #	OPTIONAL ADD'L INFO.	1e. TYPE OF ENTITY	11. ENTITY'S STATE OR COUNTRY OF		1g. ENTITY	'S ORGANIZATIONA	L I.D. #, Wany	
		RE: ENTITY DEBTOR		ORGANIZATION			•		NONE
2.	ADDITIONAL DEBTOR'S E	XACT FULL LEG	SAL NAME - insert only one debtor n	ame (2a or 2b)					
0	2a. ENTITY'S NAME								
R	2b. INDIVIDUAL'S LAST NAME			FIRST NAME	·	MIDDLE NA	ME		SUFFIX
2c. M	AILING ADDRESS			CITY		STATE	COUNTRY	POSTAL CODE	
2d.	S.S. OR TAX I.D. #	TOPTIONAL	2e. TYPE OF ENTITY	N SUPPRIORIES			USA		
20.	5.5. OR TAX 1.0. #	ADD'L INFO. RE: ENTITY		21. ENTITY'S STATE OR COUNTRY OF ORGANIZATION		20. ENTITY	'S ORGANIZĂTIONA	L I.D. #, if any	NONE
3.	SECURED PARTY'S (ORIG	DEBTOR GINAL S/P or ITS	TOTAL ASSIGNEE) EXACT FULL	I LEGAL NAME - insert only on	e secured party name (3a	or 3b)			
1	3a. ENTITY'S NAME								
O R		RPORATION	N (FOR ITSELF AND/OR A	S AGENT)					
	3b. INDIVIDUAL'S LAST NAME			FIRST NAME		MIDDLE NA	ME		SUFFIX
3c. M	AILING ADDRESS	··-·		CITY		STATE	COUNTRY	POSTAL CODE	<u> </u>
	OME FINANCIAL DI	A 7 A			RI	USA	02903		
	ONE FINANCIAL PL			PROVIDENCE				1 02000	
			ving types or items of property: accounts, chattel paper,	documents instrum	ents contract rig	hts inves	stment prop	erty deno	eit .
			pporting obligations, tra						
			n which the Debtor now						
			sing, and the proceeds, p						
			of Debtor's present and t led with the U.S. Patent						
			any similar office or age						
pos	session thereof or a	ny other cor	untry, including, withou	t limitation, (i) any	enewals thereof,	(ii) all i	income, roy	alties, dam	ages and
			r payable with respect th	_	•	-			
			ges and payments for pa v), all rights correspond						
			emark applications, toge						
			idually or collectively,						
			b) the goodwill of Debt File: S/S: New Hamps		cted with or symb	oolized b	y the Trade	marks.	
В	OX (a) in collateral alread	ty subject to a securi	by the Secured Party instead of the Doblor ty interest in another jurisdiction when it was	s brought into this state, or when the	37	Doc		e) Documentary stam not upplication	ip
Sign	equired signature(s) nature: ted Name/Title:	John	V. Schaefor	1 a. [This FINANCING STA (or recorded) in the REA Attach Addendum	AL ESTATE F	RECORDS (If applicable)		
_	nature: ted Name/Title:	Patrice	a M Juck	, A LO	Check to REQUEST SEA (DITIONAL FEE)	_	FICATE(S) on Det	otor(s)	
		-,					ヘヘレビげん	1111	

FIN	ANCING STATEMEN	T - FOLLOW IN	STRUCTIONS CAREFULLY						
and w	inancing Statement is presented to it remain effective, with certain exc NME & TEL. # OF CONTACT	eptions, for 5 years 1	rom date of filing.	CT. # (ootional)					
ł									
C. R	TURN COPY TO: (Name ar	nd Mailing Addres	ss) J						
	PARASEARCH INC								
[Warwick, RI 02888								
١,	(401) 732-2490	Fax: (401)	739-7708						
1	TIONAL DESIGNATION (II applicat	ble): LESSOR/I		NON-UCC FILING					
1.	DEBTOR'S EXACT FULL L	EGAL NAME - in	sert only one debtor name (1a or						
0	1a. ENTITY'S NAME Garnet Hill, Inc.								
Ř	16 INDIVIDUAL'S LAST NAME			FIRST NAME		MIDDLE NA	ME		SUFFIX
	D. HOWDONE DOCUMENT								
1c. M	AILING ADDRESS			CITY		STATE	COUNTRY	POSTAL CODE	<u> </u>
	231 Main Street			Franconia		NH	USA	03580	
1d.	S.S. OR TAX I.D. #	OPTIONAL ADD'L INFO.	1e. TYPE OF ENTITY	1f. ENTITY'S STATE OR COUNTRY OF		1g. ENTITY	S ORGANIZATIONA	L I.D. #, if any	
		RE: ENTITY DEBTOR		ORGANIZATION			•		NONE
2.	ADDITIONAL DEBTOR'S E	XACT FULL LEG	SAL NAME - insert only one debtor n	ame (2a or 2b)					
o	2a. ENTITY'S NAME								
R	2b. INDIVIDUAL'S LAST NAME			FIRST NAME		MIDDLE NA	ME		SUFFIX
2c. M	AILING ADDRESS			CITY		STATE	COUNTRY	POSTAL CODE	
					· · · · · · · · · · · · · · · · · · ·		USA	<u> </u>	
2d.	S.S. OR TAX I.D. #	OPTIONAL ADD'L INFO. RE ENTITY	2e. TYPE OF ENTITY	21. ENTITY'S STATE OR COUNTRY OF ORGANIZATION		29. ENTITY	'S ORGANIZATIONA	L I.D. #, if any	NONE
3.	SECURED PARTY'S (ORIG	DEBTOR	TOTAL ASSIGNEE) EXACT FULL I		ne secured party name (3a	or 3b)			
٠.	0.00(1.251)			and the same of th	the seeds of porty rights (se				
0	Ja. ENTITY'S NAME			0.40515					
R	36. INDIVIDUAL'S LAST NAME		N (FOR ITSELF AND/OR A	FIRST NAME	MIDDLE NAME			SUFFIX	
3c. M	AILING ADDRESS	-		CITY		STATE	COUNTRY	POSTAL CODE	
	ONE FINANCIAL PL	AZA		PROVIDENCE		RI	USA	02903	
			wing types or items of property:	_					
			accounts, chattel paper,						
			pporting obligations, tracing which the Debtor now						
			sing, and the proceeds, p						
			of Debtor's present and t						
			led with the U.S. Patent						
			any similar office or age						
			untry, including, withou or payable with respect the						
			ges and payments for pa	_	•	-			
			(v), all rights correspond						
			emark applications, toge						
			vidually or collectively,						listed on
the Ac	EXHIBIT A attached	hereto; and Brands Inc	b) the goodwill of Debt File: S/S: Town/County:	or's business conne	ected with or symt	oolized b	y the Trader	narks.	
				k	who of trunce				
ť	OX (a) in collateral alread		d by the Sociend Party liverbad of the Debtor Ny Interest in another jurisdiction when it was		he	□ ∞		Documentary stam	q
(d			te or/in in accontance with other statutory	provisions fadditional data may be				ord applicable	
Sig	nature: ited Name/Title:	(lon	1. 1 Irhack		(or recorded) in the REA			•	
		Tur	in vigorous	9.	Check to REQUEST SEA	RCH CERTI		tor(s)	
_	nature: ited Name/Title:	Elatric	rall stick	.4 179	optional) All Debtors	s D <u>eb</u>	B' Depo		
		1/103	- April -				RADEM	AKK	

							rioeit	
FINANCING STATEME	NT - FOLLOW IN:	STRUCTIONS CAREFULLY						
This Financing Statement is presented and will remain effective, with certain a	I for filing pursuant to the exceptions, for 5 years fr	e Uniform Commercial Code rom date of filing.						
A. NAME & TEL. # OF CONTAC	TAT FILER (option	nal) B. FILING OFFICE AC	CT. # (optional)				,	
C. RETURN COPY TO: (Name	and Mailing Addres	•						
PARASEARCH IN	IC.	٦						
222 Jefferson Bou Warwick, RI 0288								
(401) 732-2490	Fax: (401)	739-7708						
D. OPTIONAL DESIGNATION (if appli	cable): LESSOR/L	.J ESSEE CONSIGNOR/CONSIGNEE	NON-UCC FILING					
		sert only one debtor name (1a or	HOPOCCFILING					
1b) 1a. ENTITY'S NAME								
O Gamet Hill, Inc.								
16. INDIVIDUAL'S LAST NAM	Œ		FIRST NAME		MIDDLE NA	WE		SUFFIX
1c. MAILING ADDRESS			CITY		STATE	COUNTRY	POSTAL CODE	
231 Main Street	Loprovii	A. Diggs of Safrey	Franconia		NH	USA	03580	
10. S.S. OR TAX I.D. #	OPTIONAL ADD'L INFO. RE: ENTITY	1e. TYPE OF ENTITY	11. ENTITY'S STATE OR COUNTRY OF ORGANIZATION		1g. ENTITY	'S ORGANIZATIONA	L 1.D. #, if any	
2. ADDITIONAL DEBTOR'S	DEBTOR	AL NAME - insert only one debtor n	<u> </u>		<u> </u>			NONE
2a. ENTITY'S NAME		ACTION OF SERVING	arrie (za or zu)					
0								
R 26. INDIVIDUAL'S LAST NAM	É		FIRST NAME		MIDDLE NA	ME		SUFFIX
2c. MAILING ADDRESS			ary		STATE	COUNTRY	POSTAL CODE	<u> </u>
2d. S.S. OR TAX I D. #	Loomous					USA		
3.3. OK 18X10.#	OPTIONAL ADD'L INFO. RE: ENTITY	2e TYPE OF ENTITY	21. ENTITY'S STATE OR COUNTRY OF ORGANIZATION		2g. ENTITY	"S ORGANIZATIONA	L I.D. #, if any	[]
3. SECURED PARTY'S (OR	DEBTOR	TOTAL ASSIGNEE) EXACT FULL I	1	(000 000 (0d 00d) 000 (0)				NONE
		TO THE HOSIONEE, DONOT I GEE!	ELOAL HAME - INSERT OF	y one secured party hame (sa	10130)			
O								
R FLEET CAPITAL C		I (FOR ITSELF AND/OR A	S AGENT) T FIRST NAME		MIDDLE NA	ME.		SUFFIX
						···•		SOFFIX
3c. MAILING ADDRESS			CITY		STATE	COUNTRY	POSTAL CODE	
ONE FINANCIAL PI	LAZA		PROVIDENCE	RI	USA	02903		
4. This FINANCING STATEMEN		ng lynes or items of property			1		L	
All goods, equipment	, inventory, a	ccounts, chattel paper,	documents, instri	ments, contract righ	hts inve	stment prope	erty denoc	it
accounts, letter of cree	lit rights, sup	porting obligations, trac	demark application	ons, trademarks, pate	ent appli	cations, pate	ents, acpos	s.
pending, and general	intangibles in	n which the Debtor now	or hereafter has	rights and wherever	the sam	e may be lo	cated, whet	her now
owned or hereafter acc	quired or aris:	ing, and the proceeds, p	roducts and inco	me of any of the for	egoing,	including in	surance pro	ceeds.
and each of the follow	ring: a) all o	f Debtor's present and to	rademarks, trader	nark registrations, t	radenam	es and trade	mark appli	cations,
possession of the Unit	nereatter tite	ed with the U.S. Patent a my similar office or age	and I rademark of	ffice, any similar of	tice or a	gency of any	state, terri	tory or
possession thereof or	any other cou	ntry, including, without	limitation (i) an	v renewals thereof	i ine Uni	ted States, a	ny state, ter	rritory or
payments now and her	reafter due or	payable with respect th	ereto including v	vithout limitation of	avments	under all lic	enses enter	red into
in connection therewit	th and damage	es and payments for pas	st or future infrin	gements thereof, (ii	ii) the rig	to sue for	r past, prese	ent and
future infringements t	hereof, and (v), all rights correspondi	ing thereto throug	shout the world (all	of the fo	regoing trac	lemarks, tra	demark
registrations, tradenan	nes and trader	mark applications, toget	her with the item	is described in claus	ses (i)-(iv	/) above are	sometimes	
hereinafter referred to	either indivi	dually or collectively, a	s the "Trademai	ks"), including but	not limi	ted to the Tr	ademarks l	isted on
.Account #: Cornerstone	i nereto; and t Brands, Inc I	o) the goodwill of DebtoFile: S/S: Vermont To	or's business coni wn/County	nected with or symb	oolized b	y the Trader	narks.	
BOX (a) in collateral airea	TATEMENT is signed to dy subject to a security	interest in another jurisdiction when it was	hondert a security interest brought into this state, or when	the	[in Florida (check one) Documentary stamp	
(if andicable) debtor's in ration was b. REQUINED SHOWN URE(S)	s changed to his reate	or (b) in accordance with other statutors, or	mvisinn i i stational data may l	on required)	stam	ptax-paid tax-n	of applicable	-
Signature:		1) Ilak	3.3	8. 1 Ins FINANCING STA (or recorded) in the REA	LESTATE R	ECORDS	rd)	
Printed Name/Title:	Tour 1	· onago		Altach Addendum 9. Check to REQUEST SEAF	RCH CERTIF	(If applicable) ICATE(S) on Debt	lor(s)	
Signature: Printed Name/Title:	Daha	In a second	1 10	(ADDITIONAL FEE) (optional) All Debtors		_		
· milea marrier fille:	DAME!	in July	TVI	(obuonal Tay Deptois		RADEMA	ÅRK	

RECORDED: 08/02/2001