

08-28-2001

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

101826271

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Charrette Corporation *8-23-01*

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State MA
- Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

Execution Date: 06292001

2. Name and address of receiving party(ies)

Name: Citizens Bank of Massachusetts

Internal Address: Lori B. Leeth, Sr. V.P.

Street Address: 28 State Street

City: Boston State: MA Zip: 02109

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_ *23*
- Corporation-State MA
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)  
76267343, 76208037, 75398149

2301973, 1860119, 1949944, 1723799,  
1556300, 1545332, 1386409, 1385513,  
B. Trademark Registration No.(s)  
1032994, 1283645, 1489735, 0921554,  
0936645, 0936051, 2225952, 2315325,  
2287735, 2287734

Additional number(s) attached  Yes  No

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

Name: George W. Tuttle

Internal Address: Holland & Knight LLP

Street Address: 10 St. James Avenue

City: Boston State: MA Zip: 02116

6. Total number of applications and registrations involved: 21

7. Total fee (37 CFR 3.41).....\$ 540.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

George W. Tuttle  
Name of Person Signing

*George W. Tuttle*  
Signature

*8/21/2001*  
Date

Total number of pages including cover 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

08/27/2001 LMUELLER 00000194 76267343

01 FC:481  
02 FC:482

40.00 DP  
500.00 DP

## SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated June 29, 2001, by Charrette Corporation, a Massachusetts corporation, (the "Grantor") in favor of Citizens Bank of Massachusetts as Agent ("Agent") and as Collateral Agent ("Collateral Agent") and those several financial institutions from time to time parties to that certain Credit Agreement dated November 15, 1999, (such Agreement, as amended, modified, supplemented and/or restated from time to time (including by First Amendment (the "Amendment") dated this date (the "Credit Agreement,") between Grantor, on the one hand, and Agent, the Collateral Agent and said financial institutions from time to time parties to the Credit Agreement (the "Lenders"), on the other hand.

### **PRELIMINARY STATEMENTS.**

(1) Under the Credit Agreement the Lenders have made and may in the future make loans to Grantor pursuant to lines of credit described therein and said loans are and in the future will be evidenced by the following promissory notes each dated November 15, 1999 and made by Grantor (the "Notes"):

(a) A Revolving Loan Note to the order of Citizens in the principal amount of \$5,000,000.

(b) A Revolving Loan Note to the order of First Mass. in the principal amount of \$5,000,000.

(c) An Acquisition Loan Note to the order of Citizens in the principal amount of \$15,000,000.

(d) An Acquisition Loan Note to the order of First Mass. in the principal amount of \$15,000,000 (collectively, the "Notes").

In order to continue their financing of Grantor as requested by Grantor, in addition to other requirements, Lenders require Grantor (and the guarantors of the Obligations) to secure all of Grantor's Obligations (as defined in the Credit Agreement) by Grantor's execution and delivery of this Agreement under which Grantor grants to the Collateral Agent for the benefit of the Lenders a security interest in all of its assets wherever located and whenever acquired or arising and the proceeds thereof, all as more particularly set forth below.

**NOW, THEREFORE**, in consideration of the premises and for other good and valuable consideration, the parties agree as follows:

## 1. DEFINITIONS.

**1.1 Definitions.** As used in this Agreement, the following terms shall have the following meanings:

“Account Debtor” means any Person who is or who may become obligated under, with respect to, or on account of, an Account, Chattel Paper, or a General Intangible.

“Accounts” means all of Grantor’s now owned or hereafter acquired right, title, and interest with respect to “accounts” (as that term is defined in the Code), and any and all supporting obligations in respect thereof.

“Additional Documents” has the meaning set forth in Section 2.4.

“Amendment” has the meaning set forth in the Preliminary Statement.

“Books” means all of Grantor’s now owned or hereafter acquired books and records (including all of its Records indicating, summarizing, or evidencing its assets (including the Collateral) or liabilities, all of its Records relating to its business operations or financial condition, and all of its goods or General Intangibles related to such information).

“Chattel Paper” means all of Grantor's now owned or hereafter acquired right or title and interest in “chattel paper” as that term is defined in the Code.

“Citizens” means Citizens Bank of Massachusetts, a Lender.

“Code” means the Uniform Commercial Code, as adopted and as in effect from time to time in The Commonwealth of Massachusetts.

“Collateral” means all of Grantor’s now owned or hereafter acquired right, title, and interest in and to all of its assets and properties, including, without limitation, all of the following:

- (a) Accounts,
- (b) Books,
- (c) Deposit Accounts
- (d) Equipment,
- (e) General Intangibles,
- (f) Inventory,
- (g) Investment Property,

(h) Negotiable Collateral,

(i) money or other assets of Grantor that now or hereafter come into the possession, custody, or control of any Lender, Agent or Collateral Agent, and

(j) the proceeds and products, whether tangible or intangible, of any and all of the foregoing, including proceeds of insurance covering any or all of the foregoing, and any and all Accounts, Books, Deposit Accounts, Equipment, General Intangibles, Inventory, Investment Property, Negotiable Collateral, money, or other tangible or intangible property resulting from the sale, exchange, collection, or other disposition of any of the foregoing, or any portion thereof or interest therein, and all proceeds thereof.

“Collections” means all cash, checks, notes, instruments, and other items of payment (including insurance proceeds, proceeds of cash sales, rental proceeds, and tax refunds) of Grantor.

“Credit Agreement” has the meaning set forth at the outset of this Agreement.

“Deposit Account” means all of Grantor's now owned or hereafter acquired right, title and interest with respect to deposit accounts (as that term is defined in the Code).

“Documents” means all of Grantor's now owned or hereafter acquired right, title and interest in documents as that term is defined in the Code.

“Equipment” means all of Grantor's now owned or hereafter acquired right, title, and interest with respect to equipment as defined in the Code and all machinery, machine tools, motors, furniture, furnishings, fixtures, vehicles (including motor vehicles), tools, parts, goods (other than consumer goods, farm products, or Inventory), wherever located, including all attachments, accessories, accessions, replacements, substitutions, additions, and improvements to any of the foregoing.

“Event of Default” means an “Event of Default” under the Credit Agreement.

“First Mass.” means First Massachusetts Bank, N.A., f/k/a Family Bank, FSB, a Lender.

“General Intangibles” means all of Grantor's now owned or hereafter acquired right, title, and interest with respect to general intangibles as defined in the Code (including payment intangibles, contract rights, rights to payment, rights arising under common law, statutes, or regulations, choses or things in action, goodwill, patents, trade names, trademarks, servicemarks, copyrights, domain names, blueprints, drawings, purchase orders, customer lists, monies due or recoverable from pension funds, route lists, rights to payment and other rights

under any royalty or licensing agreements, infringement claims, computer programs, information contained on computer disks or tapes, software, literature, reports, catalogs, money, deposit accounts, insurance premium rebates, tax refunds, and tax refund claims), and any and all supporting obligations in respect thereof, and all of Grantor's now owned or hereafter acquired right, title, and interest with respect to any other personal property other than goods, Accounts, Investment Property, and Negotiable Collateral.

“Governing Documents” means, with respect to any Person, the certificate or articles of incorporation, by-laws, or other organizational documents of such Person.

“Governmental Authority” means any federal, state, local, or other governmental or administrative body, instrumentality, department, or agency or any court, tribunal, administrative hearing body, arbitration panel, commission, or other similar dispute-resolving panel or body.

“Grantor” has the meaning set forth at the outset of this Agreement.

“Instruments” means all of Grantor's now owned or hereafter acquired right, title and interest with respect to instruments as that term is defined in the Code.

“Inventory” means all of Grantor's now owned or hereafter acquired right, title, and interest with respect to inventory (as that term is defined in the Code), including goods held for sale or lease or to be furnished under contracts of service, goods that are leased by Grantor as lessor, goods that are furnished by Grantor under a contract of service, raw materials, work in process, finished goods and materials used or consumed in Grantor's business, all returns, repossessions, substitutions, exchanges and accessions of, for or to any of the foregoing.

“Investment Property” means all of Grantor's now owned or hereafter acquired right, title, and interest with respect to “investment property” as that term is defined in the Code, and any and all supporting obligations in respect thereof.

“Lenders” has the meaning set forth at the outset of this Agreement.

“Lenders' Liens” means the Liens granted by Grantor to Collateral Agent and Lenders under this Agreement.

“Lien” means any interest in an asset securing an obligation owed to, or a claim by, any Person other than the owner of the asset, whether such interest shall be based on the common law, statute, or contract, whether such interest shall be recorded or perfected, and whether such interest shall be contingent upon the occurrence of some future event or events or the existence of some future circumstance or circumstances, including the lien or security interest arising from a mortgage, deed of trust, encumbrance, pledge, hypothecation, assignment, deposit arrangement, security agreement, conditional sale or trust receipt, or from a lease,

consignment, or bailment for security purposes and also including reservations, exceptions, encroachments, easements, rights-of-way, covenants, conditions, restrictions, leases, and other title exceptions and encumbrances affecting real property.

“Loan Documents” has the meaning ascribed to such term in the Credit Agreement.

“Loans” has the meaning ascribed to that term in the Credit Agreement.

“Negotiable Collateral” means all of Grantor’s now owned and hereafter acquired right, title, and interest with respect to letters of credit, letter of credit rights, Instruments, promissory notes, drafts, documents, and Chattel Paper (including electronic Chattel Paper and tangible Chattel Paper), and any and all supporting obligations in respect thereof.

“Obligations” has the meaning ascribed to such term in the Credit Agreement.

“Persons” means natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof and “Person” means any one of the foregoing.

“Record” means information that is inscribed on a tangible medium or which is stored in an electronic or other medium and is retrievable in perceivable form.

“Required Lenders” has the meaning ascribed to such term in the Credit Agreement.

**1.2 Code.** Any terms used in this Agreement that are defined in the Code shall be construed and defined as set forth in the Code unless otherwise defined herein.

## **2. CREATION OF SECURITY INTEREST.**

**2.1 Grant of Security Interest.** Grantor hereby grants to Collateral Agent for the benefit of the Lenders a continuing security interest in all of its right, title, and interest in all currently existing and hereafter acquired or arising Collateral wherever located in order to secure prompt payment and performance by Grantor of each and all of the Obligations in accordance with the terms and conditions of the Credit Agreement, the Notes and the other Loan Documents. The Lenders' Liens in and to the Collateral shall attach to all Collateral without further act on the part of Collateral Agent, Lenders or Grantor. Except as set forth herein, Grantor has no authority, express or implied, to dispose of any item, or portion of or interest in the Collateral.

**2.2 Negotiable Collateral.** In the event that any Collateral, including proceeds, is evidenced by or consists of Negotiable Collateral, and if and to the extent that perfection of priority of Lenders' security interest is dependent on or enhanced by possession, the Grantor, immediately upon the request of Collateral Agent or any Lender, shall endorse and deliver physical possession of such Negotiable Collateral to Collateral Agent.

**2.3 Collection of Accounts, General Intangibles, and Negotiable Collateral.** At any time after the occurrence and during the continuation of an Event of Default, each Lender or the Collateral Agent may (a) notify Account Debtors of Grantor that the Accounts, Chattel Paper, or General Intangibles have been assigned to Lender or that Lender has a security interest therein, or (b) collect the Accounts, Chattel Paper, General Intangibles or Instruments directly and charge the collection costs and expenses to the Grantor. Grantor agrees that it will hold in trust for Lenders and Collateral Agent, as Lenders' trustee, any Collections that it receives and immediately will deliver said Collections to Collateral Agent in their original form as received by Grantor with any necessary endorsement thereon.

**2.4 Delivery of Additional Documentation Required.** At any time, upon the reasonable request of Collateral Agent or any Lender, Grantor shall execute and deliver to Collateral Agent or such Lender, any and all financing statements, initial financing statements in lieu of continuation statements, fixture filings, security agreements, pledges, assignments, endorsements of certificates of title, and all other documents (the "Additional Documents") that such Lender or Collateral Agent may reasonably request, in form and substance satisfactory to such Lender or Collateral Agent, to perfect and continue perfected or better perfect the Lenders' Liens in the Collateral (whether now owned or hereafter arising or acquired), and in order to fully consummate all of the transactions contemplated hereby. To the maximum extent permitted by applicable law, Grantor authorizes Collateral Agent or any Lender to execute any such Additional Documents in Grantor's name and authorizes Collateral Agent or any Lender to file such executed Additional Documents in any appropriate filing office.

**2.5 Power of Attorney.** Grantor hereby irrevocably makes, constitutes, and appoints Collateral Agent and each Lender (and any of their officers, employees, or agents designated by them) as Grantor's true and lawful attorney, with power to (a) if Grantor refuses, or fails timely to execute and deliver any of the Additional Documents, sign the name of Grantor on any of the Additional Documents, (b) at any time that an Event of Default has occurred and is continuing, sign Grantor's name on any invoice or bill of lading relating to the Collateral, drafts against Account Debtors, or notices to Account Debtors, (c) send requests for verification of Accounts, (d) endorse Grantor's name on any Collection item that may come into their possession, (e) at any time that an Event of Default has occurred and is continuing, make, settle, and adjust all claims under Grantor's policies of insurance and make all determinations and decisions with respect to

such policies of insurance, and (f) at any time that an Event of Default has occurred and is continuing, settle and adjust disputes and claims respecting the Accounts, Chattel Paper, or General Intangibles directly with Account Debtors, for amounts and upon terms that Collateral Agent or any Lender determines to be reasonable, and Collateral Agent or any Lender may cause to be executed and delivered any documents and releases reasonably determined by it to be necessary. The appointment as Grantor's attorney, and each and every one of its rights and powers, being coupled with an interest, is irrevocable until all of the Obligations have been fully and finally repaid and performed and Lenders' obligations to extend credit under the Credit Agreement are terminated.

**2.6 Financing Statements.** Grantor hereby authorizes Collateral Agent, and Lenders to file financing statements in form and substance as set forth on Schedule 2.6. In addition, Grantor hereby irrevocably authorizes Collateral Agent and any Lender at any time and from time to time to file in Massachusetts or any other Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as all assets of the Grantor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Code or of the Uniform Commercial Code of such other jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by part 5 of Article 9 of the Code for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether the Grantor is an organization, the type of organization and any organization identification number issued to the Grantor and, (ii) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. The Grantor agrees to furnish any such information to the Collateral Agent or any Lender promptly upon request. The Company also ratifies its authorization for the Lender to have filed in any Uniform Commercial Code jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof.

### **3. REPRESENTATIONS AND WARRANTIES.**

In order to induce Lenders, Agent and Collateral Agent to enter into the Amendment, and to continue to grant financial accommodations to Grantor pursuant to the Credit Agreement (as so amended), Grantor makes the following representations and warranties to Lenders, Agent and Collateral Agent which shall be true, correct, and complete, as of the date hereof, and such representations and warranties shall survive the execution and delivery of this Agreement and shall be deemed made and shall be true, correct and complete as of the date each Loan is requested by and made to Grantor.

**3.1 No Encumbrances.** Except for the Liens described on Schedule 3.1 annexed hereto, Grantor has good and indefeasible title to the Collateral, free and



clear of Liens other than the Lenders' Liens and other than purchase-money security interests permitted by the Credit Agreement.

**3.2 Locations of Grantor.** The chief executive office of Grantor is located at the address indicated in Schedule 3.2, which schedule also sets forth the addresses of all locations where Grantor keeps its Books, has an office or other place of business or where any of the Collateral or other property of Grantor is located, specifying in each case what is located there.

**3.3 Other Name.** Schedule 3.3 sets forth all names used by Grantor within the last five (5) years).

**3.4 Organization; Good Standing.** Grantor is duly organized, validly existing and in good standing under the laws of the state of its organization and duly qualified and in good standing in every other state in which the nature of its business or location of its properties requires such qualification.

**3.5 Authorization of Agreement; No Consents, No Conflicts.** The execution, delivery and performance of this Agreement have been duly authorized by all necessary action, corporate or otherwise, and do not and will not (i) require any consent or approval of the stockholders of the Grantor, if any; (ii) contravene the terms of the charter, by-laws or other organizational papers of the Grantor; (iii) violate any applicable law, rule or regulation of any governmental agency; (iv) contravene any provision of any agreement, instrument, order or undertaking binding on the Grantor or by which any of its properties is bound or affected; (v) other than as contemplated hereby, result in or require the imposition of any Lien on any of the properties of the Grantor; or (vi) other than filings required by the Code, require the approval or consent of, or filing or registration with, any governmental or other agency or authority, or any other party.

#### **4. COVENANTS.**

Grantor covenants and agrees that, so long as any credit under the Credit Agreement shall be available and until full and final payment of the Obligations:

**4.1 Change Name.** It will not change its name, corporate or organizational structure or identity, or use or do business under any new fictitious name; provided, however, that Grantor may change its name upon at least 30 days prior written notice by Grantor to Collateral Agent of such change and so long as, at the time of such written notification, Grantor provides any financing statements or fixture filings necessary to perfect and continue perfected Lenders' Liens.

**4.2 Change in Location of Chief Executive Office.** It will not relocate its chief executive office to a new location or relocate any of its other locations or establish any new location without Grantor providing 30 days prior written notification thereof to Collateral Agent and so long as, at the time of such written

notification, the Grantor provides any financing statements necessary to perfect and continue perfected the Lenders' Liens.

**4.3 Sales and Further Liens.** The Grantor will not sell, grant, assign or transfer any interest in, or permit to exist any Lien on, any of the Collateral other than in favor of the Collateral Agent or the Lenders except for (i) sales of Inventory in the ordinary course of the Grantor's business for cash or on open account and on terms of payment ordinarily extended to its customers; (ii) so long as no Event of Default hereunder has occurred and is continuing dispositions of Equipment that has become worn out or obsolete or that has been replaced by other Equipment of equal or greater value; (iii) the sale of the trademark "KOENIG"; (iv) sale at book value or more of certain tangible assets related to Sentinel, the book value of which does not exceed \$150,000, which sale may include related intangible assets at no additional price, or (v) as otherwise permitted by the Collateral Agent or Required Lenders in writing. The Grantor shall defend its title to and the Collateral Agent's and Lender's interest in the Collateral against all claims and take any action necessary to remove any Liens other than those permitted hereunder and defend the right, title and interest of the Collateral Agent and Lenders in and to any of the Grantor's rights in the Collateral.

**4.4 Validity of Accounts.** Each Account is and shall be a valid, legal and binding obligation of the party purported to be obligated thereon, enforceable in accordance with its terms and free of material setoffs, defenses or counterclaims.

#### **4.5 Trademarks**

(i) Schedule 4.5 hereto includes all Trademarks and Trademark Licenses owned by the Grantor in its own name as of the date hereof.

(ii) To the best of the Grantor's knowledge each Trademark is valid, subsisting, unexpired, enforceable and has not been abandoned.

(iii) Except as set forth on Schedule 4.5, no Trademark is the subject of any licensing or franchise agreement.

(iv) No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of any Trademark.

(v) No action or proceeding is pending seeking to limit, cancel or question the validity of any Trademark.

(vi) All applications pertaining to the Trademarks of Grantor have been duly and properly filed and issued, and all of such Trademarks are valid and enforceable.

(vii) The Grantor has not made any assignment or agreement in conflict with the security interest in the Trademarks except for licenses thereof which are described on Schedule 4.5 hereto.

**4.6 Fixture Conflicts, Required Waivers.** The Grantor intends, to the extent not inconsistent with applicable law, that the Collateral shall remain personal property of the Grantor and shall not be deemed to be a fixture irrespective of the manner of its attachment to any real estate. The Grantor will deliver to the Collateral Agent such disclaimer, waiver, or other document as the Collateral Agent may request, executed by each Person having an interest in such real estate.

**4.7 Inspection, Verification of Accounts.** The Grantor will at all reasonable times allow the Collateral Agent and Lenders to examine, inspect or make extracts from or copies of the Grantor's Books, inspect the Collateral and arrange for verification of Accounts directly with the Grantor's accountants, the Account Debtors or by other methods.

**4.8 Collection and Delivery of Proceeds.** The Grantor will diligently collect all of its Accounts, Chattel Paper, Instruments and General Intangibles until the Collateral Agent or the Required Lenders exercise the rights to collect them pursuant to this Agreement. The Grantor shall, at the request of the Collateral Agent, upon the occurrence of an Event of Default and during its continuance, notify Account Debtors and other obligors on such Collateral of the security interest of the Collateral Agent and the Lenders therein and that payment thereof is to be made directly to the Collateral Agent. Upon request of the Collateral Agent or the Required Lenders, any proceeds of Accounts or the Required Lenders in any Account, Chattel Papers, Instruments and General Intangibles or Inventory received by the Grantor, whether in the form of cash, checks, notes or other instruments, shall be held in trust for the Collateral Agent and the Lenders and the Grantor shall deliver said proceeds daily to the Collateral Agent, without commingling, in the identical form received (properly endorsed or assigned where required to enable the Collateral Agent to collect same).

**4.9 Equipment and Inventory: Insurance.** The Grantor will keep the Collateral insured at all times by insurance in such form and amounts as may be satisfactory to the Collateral Agent and the Required Lenders, and in any event will insure the Collateral against physical hazard insurance on an "all risks" basis, including fire, theft, and, in the case of motor vehicles, collision. Such insurance shall be with insurance companies satisfactory to the Collateral Agent and shall be payable to the Collateral Agent and Lenders as additional insureds and the Grantor, as their respective interests may appear. Such insurance shall provide for not less than 30 days' notice of cancellation, change in form or non-renewal to the Collateral Agent, and shall insure the interest of the Collateral Agent and Lenders regardless of any breach or violation by the Grantor or any other Person of the warranties, declarations or covenants contained in such policies. The Grantor shall

insure the Collateral in amounts sufficient to prevent the application of any co-insurance provisions. The Grantor shall evidence its compliance with the foregoing by delivering a certificate with respect to each policy concurrently with the execution hereof, annually thereafter, and from time to time upon the request of the Collateral Agent.

**4.10 Equipment and Inventory: Maintenance and Use, Payment of Taxes.** The Grantor will keep the Collateral in good order and repair, will not use the same in violation of law or any policy of insurance thereon, and will pay promptly when due all taxes and assessments on the Collateral or on its use or operation.

**4.11 General Intangibles: Registration, Maintenance of Copies.** The Grantor will apply for, and pursue diligently applications for, registration of its ownership of the General Intangibles constituting Collateral and for which registration is reasonably appropriate, and will use such other measures as are reasonably appropriate to preserve its rights in its other General Intangibles constituting Collateral. The Grantor will, at the request of the Collateral Agent, retain off-site current copies of all materials created by or furnished to the Grantor on which is recorded then-current information about any computer programs or data bases that the Grantor has developed or otherwise has the right to use from time to time. Such materials include, without limitation, magnetic or other computer media on which object, source or other code is recorded or that are documentation of those computer programs or data bases, in the nature of listing printouts, narrative descriptions, flow diagrams and similar things. The Grantor will, at the request of the Agent, deliver a set of such copies to the Collateral Agent for safekeeping and retention or transfer in the event of foreclosure.

**4.12 Securities: Voting, Dividends, Certificates, Options, Etc.** Until the occurrence of an Event of Default hereunder, the Grantor shall retain the right to vote any of the securities constituting Collateral in a manner not inconsistent with the terms of this Agreement. If the Grantor, as registered holder of such securities, receives (i) any dividend or other distribution in cash or other property in connection with the liquidation or dissolution of the issuer of such securities, or in connection with the redemption or payment of such securities, or (ii) any stock certificate, option or right, or other distribution, whether as an addition to, in substitution of, or in exchange for, such securities, or otherwise, the Grantor agrees to accept same in trust for the Collateral Agent and the Lenders and to deliver same forthwith to the Collateral Agent or its designee, in the exact form received, with the Grantor's endorsement or reassignment when necessary, to be held by the Collateral Agent as Collateral.

**4.13 Securities: Delivery or Registration.** Upon request of the Agent, the Grantor will (i) deliver all of its securities constituting Collateral and represented by certificates, including without limitation all stock of its subsidiaries, to the Collateral Agent to hold pursuant to the terms of this Agreement, and (ii)

register in the name of the Agent or its designee any uncertificated security constituting Collateral or the Agent's security interest therein on the books maintained by or on behalf of the issuer thereof or the depository therefor.

**4.14 Covenants Relating to Trademarks.** The Grantor shall (a) continue to use each Trademark on each and every trademark class of goods applicable to its current line in order to maintain such Trademarks in full force free from any claim of abandonment for non-use, (b) maintain as in the past the quality of products and services offered under such Trademark, (c) employ such Trademark with the appropriate notice of registration, (d) not do any act or knowingly omit to do any act whereby any Trademark may become invalidated, (e) notify the Agent immediately if it knows, or has reason to know, that any application or registration relating to any Trademark may become abandoned or dedicated, or of any adverse determination or development regarding the Grantor's ownership of any Trademark or its right to register the same or keep and maintain the same, (f) report to the Agent upon filing an application for the registration of any Trademark, (g) take all reasonable and necessary steps to maintain each registration of the Trademarks, (h) notify the Agent after it learns that any Trademark included in the Collateral is infringed, misappropriated or diluted by a third party and take such actions as it shall reasonably deem appropriate to protect such Trademark, (i) not make any assignment or agreement in conflict with the security interest in Trademarks, (j) provide the Agent with a listing of all applications, if any, for new Trademarks and a duly executed Notice of Security Interest in Trademarks to evidence the security interest in the Trademark which is the subject of such new application.

**4.15 Further Assurances.** Upon the written request of the Collateral Agent, and at the sole expense of the Grantor, the Grantor will promptly execute and deliver such further instruments and documents and take such further actions as the Collateral Agent may deem desirable to obtain the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, filing of any financing statement under the Uniform Commercial Code, execution of assignments of General Intangibles, delivery of appropriate stock or bond powers, transfer of Collateral (other than Inventory, Accounts and Equipment) to the Collateral Agent's or Lenders' possession. In addition, with regard to Trademarks, the Grantor will execute and deliver to the Collateral Agent the Notice of Security Interest in Trademarks for filing with the United States Patent and Trademark Office in the form of Schedule 4.15 hereto. The Grantor authorizes the Collateral Agent to file any such financing statement without the signature of the Grantor to the extent permitted by applicable law, and to file a copy of this Agreement in lieu of a financing statement. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately delivered to the Collateral Agent, duly endorsed in a manner satisfactory to it.

**4.16 Notices and Reports Pertaining to Collateral. The Grantor will, with respect to the Collateral:**

(a) promptly furnish to the Agent, from time to time upon request, reports in form and detail reasonably satisfactory to the Agent;

(b) promptly notify the Agent of any Lien asserted against the Collateral, including any attachment, levy, execution or other legal process levied against any of the Collateral, and of any information received by the Grantor relating to the Collateral, including the Accounts, the Account Debtors, or other persons obligated in connection therewith, that may in any way adversely affect the value of the Collateral or the rights and remedies of the Collateral Agent or the Lender with respect thereto;

(c) promptly notify the Collateral Agent when it obtains knowledge of actual or imminent bankruptcy or other insolvency proceeding of any Account Debtor owing Grantor and its subsidiaries \$100,000.00 or more in the aggregate or issuer of securities;

(d) deliver to the Collateral Agent, as the Collateral Agent may from time to time request, delivery receipts, customers' purchase orders, shipping instructions, bills of lading and any other evidence of shipping arrangements;

(e) immediately notify the Collateral Agent of any return or adjustment, rejection, repossession, or loss or damage of or to merchandise of \$100,000 or more represented by Accounts owing by an Account Debtor to Grantor or to any direct or indirect subsidiaries of Grantor or constituting Inventory or Grantor or any subsidiary of Grantor and of any credit, adjustment or dispute of \$100,000 or more arising in connection with the goods or services represented by such Accounts or constituting such Inventory; and

(f) promptly after the application by the Grantor for registration of any General Intangibles, as contemplated in Section 4.11, notify the Collateral Agent thereof.

The Grantor authorizes the Collateral Agent to destroy all invoices, delivery receipts, reports and other types of documents and records submitted to the Agent in connection with the transactions contemplated herein at any time subsequent to 24 months from the time such items are delivered to the Collateral Agent if Collateral Agent's attempts to return them to Grantor shall have failed.

## 5. THE LENDER'S RIGHTS AND REMEDIES.

**5.1 Rights and Remedies.** Upon the occurrence, and during the continuance, of an Event of Default, the Agent and the Required Lenders (at their election but without notice of its election and without demand) may do any one or more of the following, all of which are authorized by Grantor:

(a) Declare all Obligations immediately due and payable;

(b) With respect to any Accounts, Chattel Paper and General Intangibles (i) notify Account Debtors of the security interest of the Collateral Agent and the Lenders therein and that payment thereof is to be made directly to the Agent; (ii) demand, collect, and receipt for any amounts relating thereto, as the Agent may determine; (iii) commence and prosecute any actions in any court for the purposes of collecting any such Accounts, Chattel Paper and General Intangibles and enforcing any other rights in respect thereof; (iv) defend, settle or compromise any action brought and, in connection therewith, give such discharges or releases as the Collateral Agent may deem appropriate; (v) receive, open and dispose of mail addressed to the Grantor and endorse checks, notes, drafts, acceptances, money orders, bills of lading, warehouse receipts or other instruments or documents evidencing payment, shipment or storage of the goods giving rise to such Accounts or securing or relating to such Accounts, Chattel Paper and General Intangibles on behalf of and in the name of the Grantor; and (vi) sell, assign, transfer, make any agreement in respect of, or otherwise deal with or exercise rights in respect of, any such Accounts or the goods or services which have given rise thereto, as fully and completely as though the Collateral Agent were the absolute owner thereof for all purposes;

(c) With respect to any Equipment and Inventory (i) make, adjust and settle claims under any insurance policy related thereto and place and pay for appropriate insurance thereon; (ii) discharge taxes and other Liens at any time levied or placed thereon; (iii) make repairs or provide maintenance with respect thereto; and (iv) pay any necessary filing fees and any taxes arising as a consequence of any such filing. The Collateral Agent shall have no obligation to make any such expenditures nor shall the making thereof relieve the Grantor of its obligation to make such expenditures; and

(d) With respect to any securities (i) transfer them at any time to itself, or to its nominee, and receive the income thereon and hold the same as Collateral hereunder or apply it to any matured Obligations; and (ii) demand, sue for, collect or make any compromise or settlement it deems desirable.

Except as otherwise provided herein, the Collateral Agent and the Agent shall have no duty as to the collection or protection of the Collateral nor as to the preservation of any rights pertaining thereto, beyond the safe custody of any Collateral in its possession.

(e) Without notice to or demand upon Grantor, make such payments and do such acts as it considers necessary or reasonable to protect Lenders' Liens in the Collateral. Grantor agrees to assemble the Collateral if Agent or any Lender so requires, and to make the Collateral available to the Collateral Agent and Lenders at a place that Collateral Agent and the Required Lenders may designate. Grantor authorizes Agent or any Lenders to peaceably enter the premises where the Collateral is located, to take and maintain possession of the Collateral, or any part of it, and to pay, purchase, contest, or compromise any Lien that in Required Lenders' or the Collateral Agent's determination appears to conflict with the Lenders' Liens and to pay all expenses incurred in connection therewith and to charge Grantor therefor. With respect to any of Grantor's owned or leased premises, Grantor hereby grants to agent and Lenders a license to enter into possession of such premises and to occupy the same, without charge, in order to exercise any of Collateral Agent's or Lenders' rights or remedies provided herein, at law, in equity, or otherwise;

(f) Without notice to Grantor (such notice being expressly waived), and without constituting a retention of any collateral in satisfaction of an obligation (within the meaning of the Code), set off and apply to the Obligations any and all (i) balances and deposits of Grantor held by Agent, Collateral Agent or any Lender or (ii) indebtedness at any time owing to or for the credit or the account of Grantor held by Collateral Agent, Agent or any Lender;

(g) Hold, as cash collateral, any and all balances and deposits of Grantor held by Agent or any Lender to secure the full and final repayment of all of the Obligations;

(h) Ship, reclaim, recover, store, finish, maintain, repair, prepare for sale, advertise for sale, and sell or otherwise dispose of (in the manner provided for herein) the Collateral. Grantor hereby grants to Collateral Agent and Lenders a license or other right to use, without charge, Grantor's labels, patents, copyrights, trade secrets, trade names, trademarks, service marks, and advertising matter, or any property of a similar nature, as it pertains to the Collateral, in completing production of, advertising for sale, and selling or otherwise disposing of any Collateral and Grantor's rights under all licenses and all franchise agreements shall inure to Agents, Collateral Agent's and Lenders' benefit;

(i) Sell the Collateral at either a public or private sale, or both, by way of one or more contracts or transactions, for cash or on credit terms, in such manner and at such places (including Grantor's premises) as Collateral Agent determine is commercially reasonable. It is not necessary that the Collateral be present at any such sale;

(j) Collateral Agent shall give notice of the disposition of the Collateral as follows:



(i) It shall give the Grantor a notice in writing of the time and place of public sale, or, if the sale is a private sale or some other disposition other than a public sale is to be made of the Collateral, then the time on or after which the private sale or other disposition is to be made; and

(ii) The notice shall be personally delivered or mailed, postage prepaid, to the Grantor at least ten (10) days before the earliest time of disposition set forth in the notice; no notice needs to be given prior to the disposition of any portion of the Collateral that is perishable or threatens to decline speedily in value or that is of a type customarily sold on a recognized market;

(k) Required Lenders, Agent or Collateral Agent may credit bid and purchase at any public sale or if the Collateral is of a type customarily sold on a recognized market;

(l) Required Lenders, Agent or Collateral Agent may seek the appointment of a receiver or keeper to take possession of all or any portion of the Collateral or to operate same and, to the maximum extent permitted by law, may seek the appointment of such a receiver without the requirement of prior notice or a hearing; and

(m) Agent, Collateral Agent and Lenders shall have all other rights and remedies available to each of them at law or in equity.

**5.2 Set-off Right.** Regardless of the adequacy of any Collateral or any other means of obtaining repayment for any Obligations, the Agent, Collateral Agent or any Lender may at any time and from time to time, without notice to the Grantor (any such notice being expressly waived by the Grantor) and to the fullest extent permitted by law, set off and apply any and all deposits (general or special, time or demand, provisional or final) and other sums credited by or due from the Lender to the Grantor or subject to withdrawal by the Grantor and any other property and securities at any time in the possession or control of the Agent or Collateral Agent against any Obligations, whether or not the Agent or Collateral Agent shall have made any demand for such Obligations and although such Obligations may be contingent or unmatured.

**5.3 Remedies Cumulative.** The rights and remedies of Agent, Collateral Agent and Lenders under this Agreement, and all other Loan Documents shall be cumulative. Agent, Collateral Agent and Lenders shall have all other rights and remedies not inconsistent herewith as provided under the Code, by other law, or in equity. No exercise by Agent, Collateral Agent or any Lender of one right or remedy shall be deemed an election, and no waiver by Agent, Collateral Agent or any Lender of any Event of Default shall be deemed a continuing waiver. No delay by

Agent, Collateral Agent or any Lender shall constitute a waiver, election, or acquiescence by it.

## 6. WAIVERS.

**6.1 Demand; Protest.** Grantor waives demand, protest, notice of protest, notice of default or dishonor, notice of payment and nonpayment, nonpayment at maturity, release, compromise, settlement, extension, or renewal of documents, instruments, chattel paper, and guarantees at any time held by Agent or any Lender on which any Grantor may in any way be liable.

**6.2 Lender's Liability for Collateral.** Grantor hereby agrees that: (a) so long as Agent, Collateral Agent or a Lender complies with its obligations, if any, under the Code, neither Agent nor such Lender shall in any way or manner be liable or responsible for: (i) the safekeeping of the Collateral, (ii) any loss or damage thereto occurring or arising in any manner or fashion from any cause, (iii) any diminution in the value thereof, or (iv) any act or default of any carrier, warehouseman, bailee, forwarding agency, or other Person, and (b) all risk of loss, damage, or destruction of the Collateral shall be borne by Grantor.

## 7. NOTICES.

Unless otherwise provided in this Agreement, all notices or demands by Grantor or any Lender relating to this Agreement, the Credit Agreement or any other Loan Document shall be in writing and shall be given to the parties hereto at the addresses below and shall be effective as set forth in the Credit Agreement.

If to Grantor: as set forth in the Credit Agreement.

If to Agent, Collateral Agent or Lenders, as set forth in the Credit Agreement.

## 8. AMENDMENTS; WAIVERS.

**8.1 Amendments and Waivers.** No amendment or waiver of any provision of this Agreement, and no consent with respect to any departure by Grantor therefrom, shall be effective unless the same shall be in writing and signed by Agent, Collateral Agent and the Lenders and the Grantor and then any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

**8.2 No Waivers; Cumulative Remedies.** No failure by Agent, Collateral Agent or any Lender to exercise any right, remedy, or option under the Credit Agreement, this Agreement or any of the other Loan Documents or delay by Agent, Collateral Agent or any Lender in exercising the same, will operate as a waiver thereof. No waiver by Agent, Collateral Agent or any Lender will be effective unless

it is in writing, and then only to the extent specifically stated. No waiver by Agent or any Lender on any occasion shall affect or diminish Agent's, Collateral Agent's or such Lender's rights thereafter to require strict performance by Grantor of any provision of this Agreement. Agent's, Collateral Agent's or Lenders' rights under the Credit Agreement, this Agreement and the other Loan Documents will be cumulative and not exclusive of any other right or remedy that Agent's, Collateral Agent's or such Lender may have.

## 9. GENERAL PROVISIONS.

**9.1 Section Headings.** Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each Section applies equally to this entire Agreement.

**9.2 Interpretation.** Neither this Agreement nor any uncertainty or ambiguity herein shall be construed against Agent, Collateral Agent or any Lender, on the one hand, or Grantor, on the other hand, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of all parties hereto.

**9.3 Severability of Provisions.** Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

**9.4 Amendments in Writing.** This Agreement only can be amended by a writing signed by the Agent, the Collateral Agent, the Lenders and the Grantor.

**9.5 Counterparts; Telefacsimile Execution.** This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

**9.6 Revival and Reinstatement of Obligations.** If the incurrence or payment of the Obligations by Grantor or the transfer to Agent, Collateral Agent or any Lender of any property should for any reason subsequently be declared to be void or voidable under any state or federal law relating to creditors' rights, including provisions of the Bankruptcy Code relating to fraudulent transfers, preferences, or other voidable or recoverable payments of money or transfers of

property (collectively, a "Voidable Transfer"), and if Agent or any Lender is required to repay or restore, in whole or in part, any such Voidable Transfer, or elects to do so upon the reasonable advice of its counsel, then, as to any such Voidable Transfer, or the amount thereof that Agent or any Lender is required or elects to repay or restore, and as to all reasonable costs, expenses, and attorneys fees of Agent and such Lender related thereto, the liability of Grantor automatically shall be revived, reinstated, and restored and shall exist as though such Voidable Transfer had never been made.

**9.7 Successors in Interest.** This Agreement shall create a continuing security interest in the Collateral and shall be binding upon the Grantor, its successors and assigns and shall inure, together with the rights and remedies, to the Agent, the Collateral Agent and the Lenders and their successors and permitted assigns; provided, however, that the Grantor may not assign its rights or delegate its duties hereunder without the prior written consent of the Agent, the Collateral Agent and the Required Lenders.

**9.8 CHOICE OF LAW.** THE VALIDITY OF THIS SECURITY AGREEMENT AND THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE GRANTOR AND THE AGENT AND COLLATERAL AGENT WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.

**9.9 VENUE.** THE GRANTOR AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF SUFFOLK, THE COMMONWEALTH OF MASSACHUSETTS, PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY PROPERTY MAY BE BROUGHT, AT THE OPTION OF THE AGENT OR COLLATERAL AGENT, IN THE COURTS OF ANY JURISDICTION WHERE THE AGENT OR COLLATERAL AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH PROPERTY MAY BE FOUND. THE GRANTOR WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION.

**9.10 JURY TRIAL WAIVER.** THE GRANTOR HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT, THE CREDIT AGREEMENT, OR ANY OF THE


TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. THE GRANTOR REPRESENTS THAT IT HAS REVIEWED THIS WAIVER AND KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered under seal as of the date first above written.


GRANTOR:

CHARRETTE CORPORATION

By:

  
\_\_\_\_\_  
Stephen W. Payne, CFO

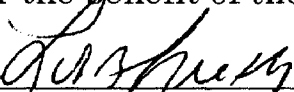
By:

  
\_\_\_\_\_  
Richard Johnson, Treasurer

ACCEPTED:

CITIZENS BANK OF MASSACHUSETTS AS AGENT AND AS COLLATERAL AGENT for the benefit of the Lenders

By:

  
\_\_\_\_\_  
Lori B. Leeth, Senior Vice President

**Schedule 2.6**

**Form of Financing Statement**

Attached.

**FINANCING STATEMENT** — FOLLOW INSTRUCTIONS CAREFULLY

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and will remain effective, with certain exceptions, for 5 years from date of filing.

A. NAME & TEL. # OF CONTACT AT FILER (optional)	B. FILING OFFICE ACCT. # (optional)
C. RETURN COPY TO: (Name and Mailing Address)	
Filed with: Massachusetts Secretary of State	
D. OPTIONAL DESIGNATION [if applicable]: LESSOR/LESSEE    CONSIGNOR/CONSIGNEE    NON-UCC FILING	

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b)

1a. ENTITY'S NAME Charrette Corporation					
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 31 Olympia Avenue		CITY Woburn	STATE MA	COUNTRY	POSTAL CODE 01801
1d. S.S. OR TAX I.D.#	OPTIONAL ADD'NL INFO RE ENTITY DEBTOR	1e. TYPE OF ENTITY	1f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION	1g. ENTITY'S ORGANIZATIONAL I.D.#, if any  NONE	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b)

2a. ENTITY'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS		CITY	STATE	COUNTRY	POSTAL CODE
2d. S.S. OR TAX I.D.#	OPTIONAL ADD'NL INFO RE ENTITY DEBTOR	2e. TYPE OF ENTITY	2f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION	2g. ENTITY'S ORGANIZATIONAL I.D.#, if any  NONE	

3. SECURED PARTY'S (ORIGINAL S/P or ITS TOTAL ASSIGNEE) EXACT FULL LEGAL NAME - insert only one secured party name (3a or 3b)

3a. ENTITY'S NAME Citizens Bank of Massachusetts as Agent and as Collateral Agent					
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 28 State Street		CITY Boston	STATE MA	COUNTRY	POSTAL CODE 02109

4. This FINANCING STATEMENT covers the following types or items of property:  
 All of Debtor's right, title and interest in all currently existing and after acquired or arising Collateral as more particularly defined and described on Exhibit A annexed hereto and made a part hereof.

5. CHECK <input type="checkbox"/> This FINANCING STATEMENT is signed by the Secured Party instead of the Debtor to perfect a security interest BOX <input type="checkbox"/> (a) in collateral already subject to a security interest in another jurisdiction when it was brought into this state, or when the [if applicable] debtor's location was changed to this state, or (b) in accordance with other statutory provisions [additional data may be required]	7. If filed in Florida (check one) Documentary stamp tax paid <input type="checkbox"/> Documentary stamp tax not applicable <input type="checkbox"/>
6. REQUIRED SIGNATURE(S) Charrette Corporation By: _____ Name: _____ Title: _____	8. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Attach Addendum [if applicable] 9. Check to REQUEST SEARCH CERTIFICATE(S) on Debtor(s) [ADDITIONAL FEE] (optional) All Debtors    Debtor 1    Debtor 2

Exhibit A  
UCC-1 Financing Statement

Debtor:

Secured Party: Citizens Bank of Massachusetts as Agent and Collateral Agent

All of Debtor's right, title and interest in all currently existing and after acquired or arising Collateral, wherever located. "Collateral" means all of Debtor's now owned or after acquired right, title and interest in and to all of its assets and properties, including, without limitation, all of the following:

Accounts, Books, Deposit Accounts, Equipment, General Intangibles, Inventory, Investment Property, Negotiable Collateral, money or other assets of Debtor that now or hereafter came into the possession or control of any Lender, the Agent or the Collateral Agent and the proceeds and products, whether tangible or intangible, of any and all of the foregoing, including proceeds of insurance covering any or all of the foregoing and any and all Accounts, Books, Deposit Accounts, Equipment, General Intangibles, Inventory, Investment Property, Negotiable Collateral, money or other tangible or intangible property resulting from the sale, exchange, collection or other disposition of any of the foregoing, or any portion thereof or interest therein and all proceeds thereof. The following terms as used herein shall have the following meanings:

"Accounts" means all of Grantor's now owned or hereafter acquired right, title, and interest with respect to "accounts" (as that term is defined in the Code), and any and all supporting obligations in respect thereof.

"Books" means all of each Grantor's now owned or hereafter acquired books and records (including all of its Records indicating, summarizing, or evidencing its assets (including the Collateral) or liabilities, all of its Records relating to its business operations or financial condition, and all of its goods or General Intangibles related to such information).

"Chattel Paper" means all of Grantor's now owned or hereafter acquired right or title and interest in "chattel paper" as that term is defined in the Code.

"Code" means the Uniform Commercial Code, as adopted and as in effect from time to time in The Commonwealth of Massachusetts.

"Deposit Account" means all of Grantor's now owned or hereafter acquired right, title and interest with respect to any deposit account (as that term is defined in the Code).

"Equipment" means all of Grantor's now owned or hereafter acquired right, title, and interest with respect to equipment as defined in the Code and all

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machinery, machine tools, motors, furniture, furnishings, fixtures, vehicles (including motor vehicles), tools, parts, goods (other than consumer goods, farm products, or Inventory), wherever located, including all attachments, accessories, accessions, replacements, substitutions, additions, and improvements to any of the foregoing.

“General Intangibles” means all of Grantor’s now owned or hereafter acquired right, title, and interest with respect to general intangibles as defined in the Code (including payment intangibles, contract rights, rights to payment, rights arising under common law, statutes, or regulations, choses or things in action, goodwill, patents, trade names, trademarks, servicemarks, copyrights, domain names, blueprints, drawings, purchase orders, customer lists, monies due or recoverable from pension funds, route lists, rights to payment and other rights under any royalty or licensing agreements, infringement claims, computer programs, information contained on computer disks or tapes, software, literature, reports, catalogs, money, deposit accounts, insurance premium rebates, tax refunds, and tax refund claims), and any and all supporting obligations in respect thereof, and all of Grantor’s now owned or hereafter acquired right, title, and interest with respect to any other personal property other than goods, Accounts, Investment Property, and Negotiable Collateral.

“Instruments” means all of Grantor’s now owned or hereafter acquired right, title and interest with respect to instruments as that term is defined in the Code.

“Inventory” means all of Grantor’s now owned or hereafter acquired right, title, and interest with respect to inventory (as that term is defined in the Code), including goods held for sale or lease or to be furnished under contracts of service, goods that are leased by Grantor as lessor, goods that are furnished by Grantor under a contract of service, raw materials, work in process, finished goods and materials used or consumed in Grantor’s business, all returns, repossessions, substitutions, exchanges and accessions of, for or to any of the foregoing.

“Investment Property” means all of Grantor’s now owned or hereafter acquired right, title, and interest with respect to “investment property” as that term is defined in the Code, and any and all supporting obligations in respect thereof.

“Negotiable Collateral” means all of Grantor’s now owned and hereafter acquired right, title, and interest with respect to letters of credit, letter of credit rights, Instruments, promissory notes, drafts, Documents, and Chattel Paper including electronic Chattel Paper and tangible Chattel Paper), and any and all supporting obligations in respect thereof.

“Record” means information that is inscribed on a tangible medium or which is stored in an electronic or other medium and is retrievable in perceivable form.

Any terms used in this financing statement (including this Exhibit A) that are defined in the Code shall be construed and defined as set forth in the Code unless otherwise defined herein.

Unless the context of this financing statement (including this Exhibit A) clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the term "including" is not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or."

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**Schedule 3.1**

**Liens**

**TBD**

**Schedule 3.2**

**Locations of Grantor**

The location of the chief executive office is:

Charrette Corporation  
31 Olympia Avenue  
Woburn, MA 01801

Addresses for additional locations attached.

SECURITY AGREEMENT  
Schedule 3.2 (continued)

Locations of Grantor

Owned location at 127 East Street, New Haven, CT

- **Inventory**
- **Fixed Assets & Equipment**

Lease, dated October 28, 1983, between Charrette and 2000 Mass. Ave. Associates, as amended, for the premises located at 31 Olympia Avenue, Woburn, MA.

- **Inventory**
- **Fixed Assets & Equipment**

Lease, dated March 12, 1984, between Charrette and 2 Oliver Incorporated, as amended, for the premises located at 45 Battery March Street, Boston, MA.

- **Inventory**
- **Fixed Assets & Equipment**

Lease, dated June 29, 1990, between Charrette and Frank I. Rounds Company, as extended, for the premises located at 67 York Avenue, Randolph, MA.

- **Inventory**
- **Fixed Assets & Equipment**

Lease, dated January, 1985, between Charrette and Olympia Avenue Associate, as amended, for the premises located at Building 1 located on Normac Road in the Olympia Industrial Park, Woburn, MA.

- **Inventory**
- **Fixed Assets & Equipment**

Lease, dated January 1, 1997, between Charrette and Payette Associates for the premises located at 285 Summer Street, Boston, MA.

- **Inventory**
- **Fixed Assets & Equipment**

Lease, dated September 10, 1991, between Charrette and Madison Heights Plumbing & Heating Supply, Inc., as amended for the premises located at 719 Mandoline, Madison Heights, Michigan.

- **Inventory**
- **Fixed Assets & Equipment**

Multi-Tenant Industrial Lease, dated as of February 20, 1993, between Charrette and Whitesell Enterprises, as amended, for the premises located at 8021 Route 130, Unit 8, Pensauken, New Jersey.

- **Inventory**
- **Fixed Assets & Equipment**

Lease, dated April 28, 1993, between Charrette and 1000 Massachusetts Avenue Business Trust, as extended, for the premises located at 1000 Massachusetts Avenue, Cambridge, MA.

- **Inventory**
- **Fixed Assets & Equipment**

Lease Agreement, dated as of July 28, 1988, between HH Sullivan, Inc. and Uniland Development Company, as amended, for the premises located at 2245 Kenmore Avenue, Tonawanda, New York.

- **Inventory**
- **Fixed Assets & Equipment**

Lease Agreement, dated January 31, 1995, between Charrette and Edward P. Kelly, as extended, for the premises located at 1346 Culver Road, Rochester, New York.

- **Inventory**
- **Fixed Assets & Equipment**

Commercial Lease, dated June 1, 1994, between Charrette and Cummings Properties Management, Inc, as extended, for 31 Olympia Sign Lease.

Lease, executed February 24, 1996, between Charrette and the State of Connecticut, Department of Transportation for New Haven parking.

Lease, dated May 22, 1996, between Cad One, Inc. and Ohmer J. Anderson, as amended, for the premises located Dayton, OH (office).

- **Inventory**
- **Fixed Assets & Equipment**

Lease, dated October 8, 1997, between Charrette and Watertown Office Associates, L.P., for the premises located at Watertown Office Park, Bluebell, PA.

Industrial Lease Amendment dated August 1, 1997, between Cad One, Inc. and Newcrow II, for the premises located at 6233 Randolph Street, Commerce, CA.

- **Inventory**
- **Fixed Assets & Equipment**

Lease, dated August 18, 1992, between Cad One, Inc. and North Beltsville Eight Associates, as amended, for the premises located at 11908 Old Baltimore Pike, Beltsville, MD as amended by that certain Amendment of Lease dated July 26, 1996 (assigned to Charrette as of May 8, 1998).

- **Inventory**
- **Fixed Assets & Equipment**

Lease dated September 8, 1998 between Invisuals, Inc. (assigned to Charrette as of May 31, 2000) and Boston Wharf Co., for premises located at 273 Summer Street, Boston, Massachusetts.

- **Inventory**
- **Fixed Assets & Equipment**

Lease dated June 1, 2000 between Charrette Corporation and Pacific Gulf Properties, Inc. for premises located at 2278 Pike Court, Suite A, Concord, California.

- **Inventory**
- **Fixed Assets & Equipment**

Industrial Center Lease dated June 28, 1991 between Cheryl Simmons d/b/a Simco Engineering Supply and Activity Distribution Center, a California limited partnership, for premises located at 9060 Activity Road, Suite E, Building C, San Diego, California 92126, as amended by those certain First, Second, Third and Fourth Amendments and that certain Addendum dated August 1, 1991 (all attached).

- **Inventory**
- **Fixed Assets & Equipment**

Lease dated April 2, 2001, between Charrette Corporation d/b/a Pro Graphics, and Oudheusden Enterprises, Inc., for premises located at 111 Connecticut Boulevard, East Hartford, CT 06108.

- **Inventory**
- **Fixed Assets & Equipment**

Lease dated July 12, 1999, between Capital Technographics, Inc., and CTTWB Associates Limited Partnership, for premises located at 1815 H Street, N.W., Suite 100, Washington, D.C.

- **Inventory**
- **Fixed Assets & Equipment**

Amendment to Lease dated September 22, 1999, between Charrette Corporation and Maxwell W. Young, for premises located at 6733 Jones Mill Court, Suite F, Atlanta, Georgia 30092.

- **Inventory**
- **Fixed Assets & Equipment**

Lease dated May 31, 2000, between Charrette Corporation and Ashland 3000, L.L.C., for premises located at 3000 South Ashland Avenue, Chicago, Illinois 60603.

- **Inventory**
- **Fixed Assets & Equipment**

Lease dated November 1, 1996, between Copeland's Reprographics and 225 Barrone Street, Inc., for premises located at 225 Barrone Street, Suite 101, New Orleans, Louisiana.

- **Inventory**
- **Fixed Assets & Equipment**

Lease dated \_\_\_\_\_, 1999, between Charrette Corporation and Net Realty Holding Trust for premises located at 545 Boylston Street, Boston, Massachusetts, 02116.

- **Inventory**
- **Fixed Assets & Equipment**

Sublease Agreement dated February \_\_, 2001, between Charrette Corporation and CBT/Childs Bertman Tseckares Inc., for the premises located at 110-112 Canal Street, Boston, Massachusetts. The underlying lease is dated December 31, 1999 between TJS Realty Trust and CBT/Childs Bertman Tseckares Inc.

- **Inventory**
- **Fixed Assets & Equipment**

Lease Agreement dated August 20, 1993, Invisuals, Inc. and between Boston Wharf Co., for the premises located at 279-283 Summer Street, Boston Massachusetts as amended and extended by those certain Lease Extension and Amendment Agreements, dated October 20, 1997 and November 7, 1997, between Invisuals, Inc. and Boston Wharf Co.

- **Inventory**
- **Fixed Assets & Equipment**

Sublease Agreement dated September 28, 2000, between Charrette Corporation and Add, Inc., for premises located at 210 Broadway Street, Cambridge, Massachusetts, 02139. The underlying lease is dated March 29, 1999, between Add, Inc., and CCCI Realty Trust as amended by a First Amendment to Lease dated August 15, 2000.

- **Inventory**
- **Fixed Assets & Equipment**

Lease Agreement dated July 6, 1999, between Charrette Corporation and Logue Associates for premises located at 629 Highland Ave., Needham, MA 02494.

- **Inventory**
- **Fixed Assets & Equipment**

Lease Agreement dated August 26, 1999, between Sentinel Imaging, Inc. and Provo Nominee Trust II for premises located at 155 Commerce Way, Portsmouth, New Hampshire.

- **Inventory**
- **Fixed Assets & Equipment**

Sublease Agreement dated June 2, 1999, between Charrette Corporation and Katz Digital Technologies, Inc. ("Katz") for premises located at 360 West 31<sup>st</sup> Street, Suite 100, New York, New York. The underlying lease is dated September 27, 1995, between G-H-G Realty Company, L.L.C. ("G-H-G") and Katz Digital Technologies, Inc. (successor by merger to Katz Typographers, Inc) as amended by that certain Amendment of Lease dated December 10, 1996, between G-H-G and Katz.

- **Inventory**
- **Fixed Assets & Equipment**



Loading Bay License Agreement dated May \_\_\_, 1999, between Charrette Corporation and G-H-G for a license to utilize a loading bay within 21 Penn Plaza, located at 360 West 31<sup>st</sup> Street, Suite 100, New York, New York.

Lease Agreement dated November 28, 2000, between Charrette Corporation and Queens Associates, Partnership for premises located at 101 Queens Drive, King of Prussia, Pennsylvania.

- **Inventory**
- **Fixed Assets & Equipment**

Lease Agreement dated May 9, 2000, between Charrette Corporation and Convention Center Plaza Associates for the premises located at 1321 Arch Street, Philadelphia, Pennsylvania.

- **Inventory**
- **Fixed Assets & Equipment**

Lease Agreement dated January 6, 2000, between Charrette Corporation and One Ship Street, LLC, for premises located at 303 Eddy Street, Providence, Rhode Island.

- **Inventory**
- **Fixed Assets & Equipment**

Lease Agreement dated June 25, 1992, between Charrette Corporation and Houston Industrial Assets, L.P., for premises located at 5757 Ranchester Street, Suite 200, Houston, Texas 77036.

- **Inventory**
- **Fixed Assets & Equipment**

Lease Agreement dated October 1, 2000, between Charrette Corporation and Mountaineer Investment for premises located at 606 Carlisle Drive, Herndon, Virginia, 22070.

- **Inventory**
- **Fixed Assets & Equipment**

Lease Agreement dated October 1, 2000, between Charrette Corporation and Mountaineer Investment for premises located at 800 Haute Court, Springfield, Virginia 22150.

- **Inventory**
- **Fixed Assets & Equipment**

Lease Agreement dated \_\_\_\_\_, between Charrette Corporation and 274 Summer Street Corp. for premises located at 274-278 Summer Street, Boston, Massachusetts.

- **Inventory**
- **Fixed Assets & Equipment**

Tenant Leases (i.e., where Charrette is the Landlord)

Lease, dated April 14, 1993, between Charrette and Pasta Warehouse for the premises located at 127 East Street, New Haven, Connecticut.

Lease Agreement, dated September 18, 1991, between Charrette and Gannett Outdoor Co. of Connecticut, a Division of Combined Communications Corporation, for the premises (billboard on roof) located at 127 East Street, New Haven, Connecticut.

Lease, dated as of February 1, 1999, between Charrette and Utrecht Manufacturing Corporation for certain premises located at 127 East Street, New Haven, Connecticut.

Subleases (i.e., where Charrette is the Tenant under the Main Lease and sub-leases it to another party)

Sublease, dated February 1, 1999, between Charrette and Utrecht Manufacturing Corporation, for the premises located at 44 Brattle Street, Cambridge, MA.

License Agreement, dated May \_\_, 1999, between Charrette and G-H-G Realty Company L.L.C., for loading bay at 21 Penn Plaza, New York, NY.

«1011413.0009.605453.3»

**Schedule 3.3**

Other names that Charrette Corporation (the "Company") may have been formerly known as in the last five (5) years, i.e. from January 1, 1996 to the present:

None

Names of entities acquired by the Company in the last five years, as defined above:

Cad One, Inc.

Sentinel Imaging, Inc.

\*1011599.0004:609513 1\*

**SCHEDULE 4.5  
Trademarks**

<b>REGISTRANT</b>	<b>MARK</b>	<b>SERIAL NUMBER</b>	<b>REGISTRATION NUMBER</b>
Charrette Corporation	CHARRETTE	76267343	—
Charrette Corporation	PLANLINK	76208037	—
Charrette Corporation	CAMBRIDGE	75563805	2301973
Charrette Corporation	CREATIVE NATIVE	74426030	1860119
Charrette Corporation	CAMBRIDGE	74423660	1949944
Charrette Corporation	CAMBRIDGE	74105584	1723799
Charrette Corporation	SEATS	73771632	1556300
Charrette Corporation	SAFETYEDGE	73719670	1545332
Charrette Corporation	CHARRETTE	73486141	1386409
Charrette Corporation	CHARRETTE	73486075	1385513
Charrette Corporation	VIS-I-BLOK	73044365	1032994
Charrette Corporation	CTC/CAPITAL TECHNOGRAPHICS CORPORATION	73416455	1283645
Charrette Corporation	WHERE CREATIVE PEOPLE SHOP	73683490	1489735
Charrette Corporation	PROPRINT	72369199	0921554
Charrette Corporation	DESIGN ("C")	72369197	0936645
Charrette Corporation	DESIGN ("C")	72369196	0936051
Charrette Corporation	COLOR MADE SIMPLE BY CAD-ONE	75427798	2225952
Charrette Corporation	COLORFILL	75394066	2315325
Charrette Corporation	INVISUALIZE IT!	75536973	2287735
Charrette Corporation	INVISUALS	75536972	2287734
Charrette Corporation	OPTIX	75398149	—

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**Schedule 4.15**

**Trademark Assignment**

Attached.