



11-15-2001



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MARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

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

1. Name of conveying party(ies):

MARKET NEWS INTERNATIONAL, INC.

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

11-9-01

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

3. Nature of conveyance:

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

Execution Date: October 29, 2001

2. Name and address of receiving party(ies)

Name: Connecticut Bank of Commerce

Internal

Address:

Street Address: 90 Broad Street

City: New York State: NY Zip: 10004

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Bank

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)

B. Trademark Registration No.(s)

2,155,439

2,261,030

~~2,414,800~~

2,118,724

Additional number(s) attached Yes No

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

Name: Nicole Johnson

Internal Address:

Street Address: 61 Broadway

City: New York State: NY Zip: 10006

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41).....\$160.00

- 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.

Nicole Johnson

Name of Person Signing
00000070 2155439

Nicole Johnson

Signature

11/5/01

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

Refund Ref: 11/14/2001 DBYRME 000013972

CHECK Refund Total: \$5.00

11/14/2001 DBYRME

01 FC:481
02 FC:482

40.00 OP
75.00 OP

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REEL: 002395 FRAME: 0714

CONNECTICUT BANK OF COMMERCE

Security Agreement

BETWEEN

MARKET NEWS INTERNATIONAL, INC., as Borrower

AND

CONNECTICUT BANK OF COMMERCE, as Secured Party

This Security Agreement made this 29th day of October, 2001 by and between MARKET NEWS INTERNATIONAL, INC., a Nevada corporation with its principal place of business at 100 William Street, New York, NY 10038 (the "**Borrower**") and CONNECTICUT BANK OF COMMERCE, a commercial bank organized under the Banking Laws of Connecticut, with an office located at 90 Broad Street, New York, New York 10004 (hereinafter the "**Bank**").

1. Security Interest

As security for the payment and performance of the Obligations, as that term is defined in the Credit Agreement dated of even date herewith between the Bank and the Borrower (the "Credit Agreement") as in effect at the date hereof and as the same may be at any time or from time to time amended, supplemented or modified, the Borrower hereby pledges to the Bank and grants the Bank a present lien and security interest in (i) all of the Borrower's personal property and fixtures, whether now or hereafter existing or now owned or hereafter acquired and wherever located, of every kind and description, tangible and intangible, including, without limitation, the balance of every deposit account now or hereafter existing of the Borrower with the Bank, any other claim of the Borrower against the Bank, now or hereafter existing, and all goods, equipment (excluding any equipment subject to purchase money liens if the terms of the indebtedness secured by such liens expressly prohibit the Borrower from granting any lien thereon or security interest therein and any equipment subject to a capital lease which expressly prohibits the Borrower from granting any lien thereon or security interest therein), furniture, inventory, accounts, contract rights (excluding any contract that expressly prohibits the Borrower from granting any lien thereon or security interest therein), customer lists, chattel paper, notes receivable, instruments and documents, including, without limitation, documents of title, warehouse receipts and all other shipping documents and instruments of any kind whatsoever whether relating to goods in transit or otherwise, all general intangibles, credits, claims, demands and any other obligations of any kind, whether now or hereafter arising, of the Borrower, and the balance of every deposit account now or hereafter existing of the Borrower with any agent for the Bank, to the extent such account is maintained by such agent in its capacity as agent of any kind for the Bank and any and all additions and accessions thereto, all substitutions and replacements therefor and all products and proceeds thereof and

thereto, all substitutions and replacements therefor and all products and proceeds thereof and proceeds of insurance thereon, (ii) all choses in action, any rights arising under any judgment, statute or rule, all corporate and business records, customer lists, credit files, computer program printouts, and other computer materials and records, all inventories, licenses, license agreements, (iii) all Intellectual Property of the Borrower, and (iv) any and all additions and accessions to the foregoing, all substitutions and replacements therefor and all products and proceeds thereof and proceeds of insurance thereon (all of the property listed in (i), (ii), (iii) and (iv) is hereinafter collectively referred to as the "Collateral").

The term "accounts" shall mean, without limiting the generality of the foregoing, any right to payment held by the Borrower, whether in the form of accounts receivable, notes, drafts, acceptances or other forms of obligations and receivables now or hereafter received by or belonging to the Borrower for (a) inventory sold or leased by it, (b) services rendered by it, or (c) advances or loans made by it to customers, together with all proceeds thereof, whether cash proceeds or otherwise, including, without limitation, all right, title and interest of the Borrower in the content, inventory which gave rise to any such accounts, including without limitation, the right to stoppage in transit and all returned, rejected, rerouted or repossessed inventory. The term "Intellectual Property" shall mean all patents, provisional patents, know-how, trade secrets, computer source code, trademarks, service marks, trade names, third-party licenses, and copyrights of the Borrower and all applications for patents, trademarks and/or copyrights of the Borrower, and all related rights with respect to each of the foregoing. The term "inventory" shall include, without limiting the generality of the foregoing, raw materials, goods in process, finished products, returns and all supplies, goods, incidentals, packaging materials and all other items which contribute to the finished product or to the promotion or sale thereof and all additions thereto, substitutions therefor and the proceeds and products thereof.

Capitalized terms that are used herein and that are not defined herein shall have the meaning ascribed to them in the Credit Agreement when used herein.

2. The Borrower's Title; Liens and Encumbrances; List of Owned Vehicles.

The Borrower represents and warrants that the Borrower is, or to the extent that this Security Agreement states that the Collateral is to be acquired after the date hereof, will be, the owner of the Collateral, having good and marketable title thereto, and that such Collateral is free from any and all liens, security interest, encumbrances and claims except as permitted under the Credit Agreement. The Borrower will not create or assume or permit to exist any such lien, security interest, encumbrance or claim on or against the Collateral except as created by this Security Agreement or as permitted under the Credit Agreement, and will, promptly after obtaining knowledge thereof, notify the Bank of any such other claim, lien, security interest or other encumbrance made or asserted against the Collateral and will defend the Collateral against any such claim, lien, security interest or other encumbrance.

3. Representations and Warranties; Location of Collateral and Records; Business and Trade Names of the Borrower.

(a) The Borrower represents and warrants that it has no place of business, offices where the Borrower's books of account and records are kept, or places where the Collateral is used, stored or located, except as set forth on Schedule I annexed hereto, and covenants that the Borrower will promptly notify the Bank of any change in the foregoing

representation. Unless not less than 30 days prior written notice is given to the Bank, the Borrower shall at all times maintain its records as to the Collateral at its chief executive office at the address referred to on Schedule I, and at none other. The Borrower further covenants that except for Collateral delivered to the Bank or as agent for the Bank, the Borrower, unless not less than 30 days prior written notice is given to the Bank, will not store, use or locate any of the Collateral at any place other than as listed on Schedule I annexed hereto.

(b) The Borrower represents and warrants that it currently uses no business or trade names, except as set forth on Schedule I annexed hereto, and covenants that the Borrower will promptly notify the Bank, in sufficient detail, of any changes in, additions to, or deletions from the business or trade names used by the Borrower. The Borrower covenants that it shall not change its legal name without prior written notice to the Bank.

(c) The Borrower represents and warrants that it has complied and is in compliance with the provisions of the Fair Labor Standards Act (the "Act") in all material respects, including, without limitation, the minimum wage and overtime rules of that Act, and covenants that the Borrower will continue to comply with the provisions of such Act.

(d) Schedule I annexed hereto accurately lists the federal employer I.D. number of the Borrower.

4. *Perfection of Security Interest.*

The Borrower will join with the Bank in executing one or more financing statements pursuant to the Uniform Commercial Code or other notices appropriate under applicable law in form satisfactory to the Bank and will pay all filing or recording costs with respect thereto, and all costs of filing or recording this Security Agreement or any other instrument, agreement or document executed and delivered pursuant hereto or to the Agreement (including the cost of all federal, state or local mortgage, documentary, stamp or other taxes), in each case, in all public offices where filing or recording is reasonably deemed by the Bank to be necessary or desirable. The Borrower hereby authorizes the Bank to take all action (including, without limitation, the filing of any Uniform Commercial Code Financing Statements or amendments thereto without the signature of the Borrower) which the Bank may reasonably deem necessary or desirable to perfect or otherwise protect the liens and security interests created hereunder and to obtain the benefits of this Security Agreement.

5. *General Covenants.*

The Borrower shall:

(a) furnish the Bank from time to time at the Bank's request written statements and schedules further identifying and describing the Collateral in such detail as the Bank may reasonably require;

(b) advise the Bank promptly, in sufficient detail, of any substantial change in the Collateral other than the collection of accounts receivable and the sale of inventory in the ordinary course of business (other than as disclosed in the borrowing base certificate required to be delivered under the Credit Agreement), and of the occurrence of any event which would have a material effect on the value of the Collateral or on the Bank's security interest therein;

(c) comply in all material respects with all acts, rules, regulations and orders of any legislative, administrative or judicial body or official applicable to the Collateral or any part thereof or to the operation of the Borrower's business, provided that the Borrower may contest any acts, rules, regulations, orders and directions of such bodies or officials in any reasonable manner which will not, in the Bank's opinion, adversely affect its rights or the priority of its security interest in the Collateral;

(d) perform and observe all covenants, restrictions and conditions contained in the Credit Agreement providing for payment of taxes, maintenance of insurance and otherwise relating to the Collateral, as though such covenants, restrictions and conditions were fully set forth in this Security Agreement;

(e) promptly notify the Bank of all disputes with account debtors involving amounts in excess of \$35,000; and

(f) promptly execute and deliver to the Bank such further deeds, mortgages, assignments, security agreements, financing statements or other instruments, documents, certificates and assurances and take such further action as the Bank may from time to time in its sole discretion deem necessary to perfect, protect or enforce its security interest in the collateral or otherwise to effectuate the intent of this Security Agreement and the Credit Agreement.

6. *Assignment of Insurance.*

Prior to the making of any loan or advance under the Credit Agreement, the Borrower shall deliver to the Bank lender loss payable endorsements of any and all policies of insurance owned by the Borrower covering or in any manner relating to the Collateral, in form and substance satisfactory to the Bank, indicating that the policy will not be terminated, or reduced in coverage or amount, without at least thirty (30) days' prior written notice from the insurer to the Bank. As further security for the due payment and performance of the Obligations, the Borrower hereby assigns to the Bank all sums, including returned or unearned premiums, which may become payable under or in respect of any policy of insurance owned by the Borrower covering or in any manner relating to the Collateral, and the Borrower hereby directs each insurance company issuing any such policy to make payment of sums directly to the Bank. The Borrower hereby appoints the Bank as the Borrower's attorney-in-fact and authorizes the Bank in the Borrower's or in the Bank's name to endorse any check or draft representing any receipt and any other document required by such insurance company as a condition to or otherwise in connection with such payment, and to cancel, assign or surrender any such policies. All such sums received by the Bank shall be applied by the Bank to satisfaction of the Obligations or, to the extent that such sums represent unearned premiums in respect of any policy of insurance on the Collateral refunded by reason of cancellation, toward payment for similar insurance protecting the interests of Borrower and the Bank, or as otherwise required by applicable law and to the extent not so applied shall be paid over to the Borrower.

7. *Fixtures.*

It is the intent of Borrower and the Bank that none of the Collateral is or shall be regarded as fixtures, as that term is used or defined in Article 9 of the Uniform Commercial Code, and the Borrower represents and warrants that it has not made and is not bound by any

lease or other agreement which is inconsistent with such intent. Nevertheless, if the Collateral or any part thereof is or is to become attached or affixed to any real estate, the Borrower will, upon request, use reasonable efforts to furnish the Bank with a disclaimer or subordination in form satisfactory to the Bank of its interests in the Collateral from all persons having an interest in the real estate to which the Collateral is attached or affixed, together with the names and addresses of the record owners of, and all other persons having interest in, and a general description of, such real estate.

8. Collections.

(a) Pursuant to the terms of the Credit Agreement, the Borrower may collect all checks, drafts, cash or other remittances in payment of any of its accounts, contract rights or general intangibles constituting part of the Collateral, and all of the foregoing amounts so collected shall be held in trust by the Borrower for, and as the property of, the Bank and shall not be commingled with other funds, money or property of the Borrower. The Borrower will immediately upon receipt of all such checks, drafts, cash or other remittances in payment of any of its accounts, contract rights or general intangibles constituting part of the Collateral, deliver any such items to the Bank accompanied by a remittance report in form supplied or approved by the Bank, such items to be delivered to the Bank in the same form received, endorsed or otherwise assigned by the Borrower where necessary to permit collection of such items and, regardless of the form of such endorsement, the Borrower hereby waives presentment, demand, notice of dishonor, protest, notice of protest and all other notices with respect thereto. Without limiting the foregoing, the Bank may (i) advise Borrower's account debtors of the assignment of an account to the Bank, (ii) contact Borrower's account debtors to obtain verification of the accounts, provided that, prior to the occurrence of an Event of Default, the Bank shall not disclose the purpose of the communication, and (iii) upon the occurrence and continuation of an Event of Default, advise Borrower's account debtors of the assignment of their accounts to the Bank and to make direct payment on their accounts, contract rights or general intangibles constituting part of the Collateral directly to the Bank. For purposes of this Section 8(a), an "account debtor" shall mean a person, firm or corporation indebted to the Borrower as the result of a creation of an account receivable.

(b) The Borrower will promptly notify the Bank in writing of the return or rejection of any goods or credit given for services represented by any accounts the effect of which is to cause an Overadvance and the Borrower shall forthwith pay the amount of such Overadvance to the Bank in accordance with the applicable provisions of the Credit Agreement.

(c) All of the foregoing remittances shall be applied and credited by the Bank first to satisfaction of the Obligations or as otherwise required by applicable law, and to the extent not so credited or applied, shall be paid over to the Borrower.

9. Rights and Remedies on Default.

In the event of the occurrence and continuation of any Event of Default (as defined in the Credit Agreement), the Bank shall at any time thereafter have the right, with or without notice to the Borrower, as to any or all of the Collateral, by any available judicial procedure or without judicial process, to take possession of the Collateral and without liability for trespass to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral, and, generally, to exercise any and all rights afforded to

a secured party under the Uniform Commercial Code of New York or other applicable law. Without limiting the generality of the foregoing, the Borrower agree that the Bank shall have the right to sell, lease, or otherwise dispose of all or any part of the Collateral, whether in its then condition or after further preparation or processing, either at public or private sale or at any broker's board, in lots or in bulk, for cash or for credit, with or without warranties or representations, and upon such terms and conditions, all as the Bank in its sole discretion may deem advisable, and it shall have the right to purchase the Collateral at any such sale; and, if any Collateral shall require rebuilding, repairing, maintenance, preparation, or is in process or other unfinished state, the Bank shall have the right, at its option, to do such rebuilding, repairing, preparation, processing or completion of manufacturing, for the purpose of putting the Collateral in such saleable or disposable form as it shall deem appropriate. At the Bank's request, the Borrower shall assemble the Collateral and make it available to the Bank at places which the Bank shall select, whether at the Borrower's premises or elsewhere, and make available to the Bank, without rent, all of premises and facilities for the purpose of the Bank's taking possession of, removing or putting the Collateral in saleable or disposable form. The proceeds of any such sale, lease or other disposition of the Collateral shall be applied first, to the expenses of retaking, holding, storing, processing and preparing for sale, selling, and the like, and to the reasonable attorneys' fees and legal expenses incurred by the Bank, and then to satisfaction of the Obligations, and to the payment of any other amounts required by applicable law, after which the Bank shall account to the Borrower for any surplus proceeds. If, upon the sale, lease or other disposition of the Collateral, the proceeds thereof are insufficient to pay all amounts to which the Bank is legally entitled, the Borrower will be jointly and severally liable for the deficiency, together with interest thereon, at the rate prescribed in the Credit Agreement, together with the reasonable fees of any attorneys employed by the Bank to collect such deficiency. To the extent permitted by applicable law, the Borrower waives all claims, damages and demands against the Bank arising out of the repossession, removal, retention or sale of the Collateral.

10. *Costs and Expenses.*

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Bank, in connection with the preparation of this Security Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of financing statements and other documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, insurance premiums, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or the enforcing, foreclosing, retaking, holding, storing, processing, selling or otherwise realizing upon the Collateral and Bank's security interest therein, whether through judicial proceedings or otherwise, or in defending or prosecuting any actions or proceedings arising out of or related to the transaction to which this Security Agreement relates, shall be borne and paid by the Borrower on demand by the Bank and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate prescribed in the Credit Agreement.

11. *Power of Attorney.*

The Borrower authorizes the Bank and does hereby make, constitute and appoint the Bank, and any officer or agent of the Bank, with full power of substitution, as the Borrower's true and lawful attorney-in-fact, with power, in its own name or in the name of the Borrower; (a) to endorse any notes, checks, drafts, money orders, or other instruments of payment (including

payments payable under or in respect of any policy of insurance) in respect of the Collateral that may come into possession of the Bank; (b) to sign and endorse any invoice, freight or express bill, bill of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications and notices in connection with account, and other documents relating to the Collateral; (c) to pay or discharge any taxes, liens, security interest or other encumbrances at any time levied or placed on or threatened against the Collateral; (d) to demand, collect, receipt for, compromise, settle and sue for monies due in respect of the Collateral; and (e) generally, to do, at the Bank's option and at the Borrower's expense, at any time, or from time to time, all acts and things which the Bank deems necessary to protect, preserve and realize upon the Collateral and the Bank's security interest therein in order to effect the intent of this Security Agreement and the Agreement all as fully and effectually as the Borrower might or could do; and the Borrower hereby ratifies all that said attorney shall lawfully do or cause to be done by virtue hereof, provided, however, that the Bank shall not exercise any such foregoing powers under (b), (c) or (d) of this paragraph unless and until an Event of Default has occurred. This power of attorney is coupled with an interest and shall be irrevocable for the term of this Security Agreement and thereafter as long as any of the Obligations shall be outstanding or the Bank shall have any obligation to extend credit to the Borrower.

12. Notices.

All notices, requests and other communications pursuant to this Agreement shall be in writing and shall be deemed to have been given when sent by certified or registered mail, return receipt requested, addressed to the parties at the addresses set forth at the beginning of this Agreement or to such other addresses as the parties may, from time to time, furnish to each other in writing.

13. Other Security.

To the extent that the Obligations are now or hereafter secured by property other than the Collateral or by the guarantee, endorsement or property of any other person then the Bank shall have the right in its sole discretion to pursue, relinquish, subordinate, modify or take any other action with respect thereto, without in any way modifying or affecting any of the Bank's rights and remedies hereunder.

14. Deposits.

Subject to the provisions of Section 8(c) hereof, any and all deposits or other sums at any time credited by or due from the Bank to the Borrower, whether in regular or special depository accounts or otherwise, shall at all times constitute additional collateral for the Obligations, and may be set-off by the Bank against any Obligations at any time whether or not they are then due and whether or not other collateral held by the Bank is considered to be adequate.

15. Miscellaneous.

(a) Beyond the safe custody thereof, the Bank shall have no duty as to the collection of any Collateral in its possession or control or in the possession or control of any agent or nominee of the Bank, or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto.

(b) No course of dealing between the Borrower and the Bank, nor any failure to exercise, nor any delay in exercising, on the part of the Bank, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(c) All of the Bank's rights and remedies with respect to the Collateral, whether established hereby or by the Credit Agreement, or by any other agreements, instruments or documents or by law, shall be cumulative and may be exercised singly or concurrently.

(d) The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision of this Security Agreement in any jurisdiction.

(e) THIS SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS RULES, OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(f) THE BORROWER HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK IN CONNECTION WITH ANY ACTION, SUIT OR PROCEEDING RELATING TO THIS SECURITY AGREEMENT AND WAIVES ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUCH ACTION, SUIT OR PROCEEDING BROUGHT IN ANY SUCH COURT AND ANY CLAIM THAT ANY SUCH ACTION, SUIT OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(g) THE BORROWER AND THE BANK EACH HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT.

(h) This Security Agreement is subject to modification only by a writing signed by the parties.

(i) The benefits and burdens of this Security Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties; provided, however, that the rights and obligations of the Borrower under this Security Agreement shall not be assigned or delegated without the prior written consent of the Bank, and any purported assignment or delegation without such consent shall be void. The Bank may freely assign its rights under this Security Agreement, provided that so long as no Event of Default shall occurred and be continuing any such assignment shall be made solely in connection with the assignment of the Credit Agreement by the Bank.

16. *Term of Security Agreement.*

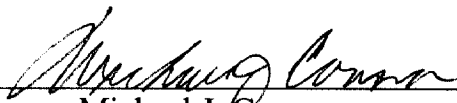
The term of this Security Agreement shall commence on the date hereof and this Security Agreement shall continue in full force and effect, and be binding upon the Borrower, until all of the Obligations have been fully paid and performed, and any obligation on the part of the Bank to extend credit to the Borrower has terminated, whereupon this Security Agreement shall terminate.

[Remainder of page intentionally left blank; signature page follows]

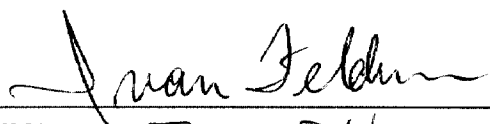
[SIGNATURE PAGE TO SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have caused this Security Agreement to be executed by their duly authorized representatives on the day and year first above written.

MARKET NEWS INTERNATIONAL, INC.

By 
Name: Michael J. Connor
Title: President

CONNECTICUT BANK OF COMMERCE

By 
Name: Ivan Feldman
Title: VP

SCHEDULE I

1) Borrower's Chief Executive Office:
100 William Street
New York, NY 10038

Borrower's other Places of Business; other locations of Collateral:

See Exhibit A to Schedule I

Location of Borrower's Books and Records:

Same as Chief Executive Office

Borrower's Business and/or Trade Names:

[to be provided by Borrower]

Federal Employer I.D. #: