

04-14-2003

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/200) Tab settings



102418386

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

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

1. Name of conveying party(ies): 4-9-03 Mellon Bank, N.A. Individual(s) Association General Partnership Limited Partnership Corporation-State Other National Banking Association Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Citizen's Bank of Pennsylvania Internal Address: Street Address: 3025 Chemical Road, Suite 300 City: Plymouth Meetir State: PA Zip: 19462 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other State Chartered 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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: March 26, 2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 75480274; 75480273 B. Trademark Registration No.(s) Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Tiffany J. Riggs Internal Address: White and Williams LLP Street Address: 1800 One Liberty Place City: Philadelphia State: PA Zip: 19103

6. Total number of applications and registrations involved: 2 7. Total fee (37 CFR 3.41) \$ 80.00 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. Tiffany J. Riggs Name of Person Signing Signature Date: 7/14/03

Total number of pages including cover sheet, attachments, and document: 21

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

07/11/03 TDI A21 00000099 75480274 40.00 OP 25.00 OP

000126135 7/11/2003 TDI A21 CHECK Refund Total: \$15.00

TRADEMARK REEL: 002710 FRAME: 0197

## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT and Assumption Agreement made this 26th day of March, 2003 by and between MELLON BANK, N.A. with an address of 1735 Market Street, Philadelphia, PA 19103 ("Assignor") and CITIZENS BANK OF PENNSYLVANIA with an address of 3025 Chemical Road, Suite 300, Plymouth Meeting, PA 19462-1739 ("Assignee").

### BACKGROUND

Assignor and Assignee have entered into a Loan Purchase and Sale Agreement dated as of March 26, 2003 (the "**Purchase Agreement**") by which Assignor has agreed to sell to Assignor and Assignee has agreed to purchase from Assignor all of Assignor's right, title and interest in and to the Loan and the documents and instruments set forth on Exhibit "A" attached hereto and made a part hereof (the "**Loan Documents**").

### AGREEMENTS

NOW, THEREFORE, the parties hereto, with the intent to be legally bound, hereby agree as follows:

1. For the consideration recited above, Assignor hereby endorses, assigns, sells, transfers and delivers to Assignee, its successors and assigns, without recourse all right, title and interest of Assignor in and to the Loan and the Loan Documents. The foregoing endorsement, assignment, sale, transfer and delivery by Assignor is made without recourse to Assignor and without any warranties or representations, except as expressly set forth in Section 5 of the Purchase Agreement. In furtherance of the foregoing, Section 5 of the Purchase Agreement is hereby incorporated by reference as though set forth at length herein.
2. Assignee hereby assumes all obligations and responsibilities of Assignor with respect to the Loan and the Loan Documents.
3. Assignor expressly waives and releases any and all rights that it may now or hereafter have to enforce the Loan Documents as security for the payment of the Loan or of any other or future indebtedness of Borrower to Assignor.
4. Assignee hereby acknowledges receipt by it of originals of the Loan Documents, which originals Assignor hereby represents and warrants constitute all of the Loan Documents.
5. Assignor and Assignee shall execute and deliver to the other on request such other instruments as may be reasonably required to more specifically implement the purposes of this Agreement.
6. This Agreement shall be governed in all respects by the laws of the Commonwealth of Pennsylvania without regard to any principles of conflict of laws.
7. This Agreement may be executed in counterparts, all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Agreement as of the date first written above.

MELLON BANK, N.A.

By: *R. Wagner*  
Name: *R. F. WAGNER*  
Title: *V.P.*

CITIZENS BANK OF PENNSYLVANIA

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Agreement as of the date first written above.

MELLON BANK, N.A.

By: \_\_\_\_\_  
Name:  
Title:

CITIZENS BANK OF PENNSYLVANIA

By: Leslie Broderick  
Name: Leslie Broderick  
Title: Vice President

**EXHIBIT "A"**

List of Loan Documents

**Mellon****Commercial Loan Account  
Documentation Registry***Relationship Manager: WAGNER, RF**Assigned to**CLAS\_EggertBradA***201-001-6217881 Fastship, Inc**

<u>Document</u>	<u>Forma</u>	<u>Status</u>	<u>Status</u>	<u>Expiry Date</u>
D-60930 Loan Agreement - dated 9/9/99	Original	Received-Satisfied	10/30/200	
D-60929 First Amendment to Loan Agreement - dated 9/9/99	Original	Received-Satisfied	10/30/200	
D-60928 (2nd) Amendment to Loan Agreement - dated 8/22/00	Original	Received-Satisfied	10/30/200	
D-60927 Third Amendment to Loan Agreement dated 9/7/01	Original	Received-Satisfied	10/30/200	
D-60926 (4th) Amendment to Loan Agreement dated 8/29/02	Original	Received-Satisfied	10/30/200	
D-60933 Secretary's Certificate w/ Incumbency, Resolutions & By-laws ( Delaware River Port	Original	Received-Satisfied	10/30/200	
D-60936 Secretary's Certificate w/ Incumbency, Resolutions & By-laws ( Thornycroft, Giles & Co.)	Original	Received-Satisfied	10/30/200	
D-60935 Secretary's Certificate w/ Incumbency, Resolutions & By-laws ( FastShip Atlantic, Inc.)	Original	Received-Satisfied	10/30/200	
D-60934 Secretary's Certificate w/ Incumbency, Resolutions & By-laws ( FastShip, Inc.)	Original	Received-Satisfied	10/30/200	

\* \* \* Does not include Collateral Documentation \* \* \*

Monday, March 10, 2003

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*Relationship Manager:* WAGNER, RF      *Assigned to* CLAS\_EggertBradA

201-001-6217881    Fastship, Inc

<u>Document</u>	<u>Forma</u>	<u>Status</u>	<u>Status</u>	<u>Expiry Date</u>
D-60925    \$2MM Amended and Restated Line of Credit Note - dated 9/9/99	Original	Received-Satisfied		10/30/200
D-60924    \$3.5MM Amended and Restated Line of Credit Note - dated 8/29/02	Original	Received-Satisfied		10/30/200
D-60931    Guaranty - dated 9/9/99 <i>Attest signature waived - Memo dated 12/2/99 concurred by Howard Potter Missing "Attest" signature.</i>	Original	Received-Satisfied		10/30/200
D-60938    Opinion - Ballard, Spahr, Andrews & Ingersoll, LLP - counsel for FastShip, Inc. - dated 9/9/99	Original	Received-Satisfied		10/30/200
D-60937    Opinion - Richard L Brown - counsel for Delaware River Port Auth of Pa & N.J. - dated 9/9/99	Original	Received-Satisfied		10/30/200
<del>D-60932    Waiver memo dated 12-2-99 concurred by Howard Potter waiving the "attest" signature on the Guaranty dated 9/9/99.</del>	<del>Original</del>	<del>Received-Satisfied</del>		<del>10/30/200</del>

\$3,500,000 Amended and Restated Line of Credit Note dated September 7, 2001  
(Facsimile copy only)

*\*\*\* Does not include Collateral Documentation \*\*\**

*Monday, March 10, 2003*

*Page 2 of 2*



**Commercial Loan Account**  
**Collateral Documentation**

201-001-621788

Fastship, Inc

<u>Document</u>	<u>Format</u>	<u>Status</u>	<u>Status</u>	<u>Expiry</u>
C- 17616 ATP Trademark Security Agreement - dated 9/9/99 (Fastship, Inc.)	Original	Received-Satisfied	10/30/2002	
Comments				
C- 17613 ATP Patent Security Agreement - dated 9/9/99 (Thornycroft, Giles, & Co.)	Original	Received-Satisfied	10/30/2002	
Comments				
C- 17612 ATP Security Agreement - dated 9/9/99 (Fastship, Inc.)	Original	Received-Satisfied	10/30/2002	
Comments				
C- 17620 F/S: Blanket Lien In-Lieu UCC-1 filing Debtor; Thornycraft, Giles & Co. - filed	Original	Received-Satisfied	10/30/2002	5/24/2007
Comments				
C- 17619 F/S: Blanket Lien In-Lieu UCC-1 filing Debtor;	Original	Received-Satisfied	10/30/2002	5/24/2007
Comments				
C- 17618 Trademark/Patent/Copyrights US Patent and Trademark Office Notice of Recordation of Assignment Document (Thornycraft, Giles & Co.) dated 3/13/00	Original	Received-Satisfied	10/30/2002	
Comments				
C- 17617 Trademark/Patent/Copyrights US Patent and Trademark Office Notice of Recordation of Assignment Document (Fastship, Inc.) dated 12/6/02	Original	Received-Satisfied	10/30/2002	
Comments				

Monday, March 10, 2003

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement") is made and entered into as of the 9th day of September, 1999 between FASTSHIP, INC., a Delaware corporation with a principal place of business at 123 Chestnut Street, Suite 204, Philadelphia, PA 19106 ("Assignor"), and MELLON BANK, N.A., a national banking association with an office at Mellon Bank Center, Philadelphia, PA 19103 (the "Assignee").

### BACKGROUND

A. In order to induce the Assignee to make loans to Assignor pursuant to a certain Loan Agreement dated September 9, 1999 between Assignor and the Assignee (the "Loan Agreement"), Assignor has agreed to assign to the Assignee a security interest in certain trademarks, service marks, tradenames, and the goodwill associated therewith, as herein provided.

B. Any term used but not defined herein shall have the meaning given to such term in the Loan Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual covenants of the parties hereto, and intending to be legally bound hereby, it is hereby agreed as follows:

1. Security Interest in Marks. To secure the complete and timely payment and satisfaction of all amounts of principal, interest, fees and other sums payable by Assignor to the Bank with respect to the Loans pursuant to the Loan Agreement and the other Loan Documents ("Obligations"), the Assignor hereby grants, assigns and conveys to the Assignee a security interest in and to all of Assignor's trademark applications, trademarks (whether registered, unregistered or for which any application to register has been filed), service mark applications, service marks (whether registered, unregistered or for which any application to register has been filed) and tradenames, all of which are listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), including, without limitation, all renewals thereof and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights owned by Assignor corresponding thereto throughout the world (all of the foregoing are collectively called the "Marks"), together with the goodwill of the business symbolized by each of the Marks and the registrations (if any) thereof.

2. Warranties and Representations. The Assignor covenants and warrants that: (a) it is the sole and exclusive owner of the entire right, title and interest in each of the Marks, free and clear of any liens, pledges, assignments or other encumbrances, subject to the grant of a security interest to the holders of certain convertible notes listed on Schedule B attached hereto and other persons or entities who may provide financing to the Assignor in the future limited in amount as provided in Schedule B (such noteholders and other providers of debt financing being hereinafter referred to as "Other Lenders"; (b) the security interest granted herein to the Bank shall be shared

pari passu with the security interest granted to the Other Lenders; (c) it has the unqualified right to enter into this Agreement and perform its terms; (d) the Marks have been applied for and the applications have been rejected and such rejections have been appealed; (e) no claim has been made that the use of any of the Marks does or may violate the rights of any third person; (f) Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Marks; and (g) Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products and delivery of services sold or provided under the Marks. The Assignor shall, in any event, indemnify and hold the Assignee harmless from all losses, damages, costs and expenses, including legal costs and counsel fees, incurred by Assignee as the direct or indirect result of any action, claim or demand, whether or not groundless, alleging that the Marks infringe any trademarks held by third parties.

3. Right To Inspect. Assignor hereby grants to Assignee and its employees and agents the right to visit Assignor's plants and facilities where products sold or services provided under any of the Marks are manufactured, inspected stored, or provided, and to inspect and review the products and quality control records relating thereto at reasonable times. Assignor shall do any and all acts required by Assignee to ensure Assignor's compliance with paragraph 2(g).

4. Right to Benefits. If, before the Obligations shall have been satisfied in full, the Assignor shall become entitled to the benefit of any additional trademark or service mark registration, or any renewal or affidavit of any Mark, the provisions of paragraph 1 shall automatically apply thereto.

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

6. Events of Default. The term "Event of Default", as used herein, shall mean: (a) any Event of Default under this Agreement or the Loan Agreement; and (b) any violation by the Assignor of any representation, warranty or covenant contained in this Agreement and any modification or amendment hereof which is not waived or cured and remedied within fifteen (15) calendar days after notice thereof to the Assignor.

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

Assignor shall give the Assignee ten (10) days' prior written notice of any abandonment or failure to renew of any item included within the Marks.

8. Assignee's Rights As Secured Party. If any Event of Default shall have occurred and be continuing, the Assignee shall have, in addition to all other rights and remedies given it by this Agreement and the Loan Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Marks may be located and, without limiting the generality of the foregoing, the Assignee may immediately, without demand of performance and without advertisement, sell at public or private sale or otherwise realize upon, in Pennsylvania or elsewhere, the whole or from time to time any part of the Marks, the goodwill and equipment associated therewith, or any interest which the Assignor has therein, and after deducting from the proceeds of said sale or other disposition of the Marks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds for the payment of the Obligations. Notice of any sale or other disposition of the Marks shall be given to Assignor at least five (5) calendar days before the time of any intended public or private sale or other disposition of the Marks is to be made, which the Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any Note referred to in the Loan Agreement (including renewals and substitutions therefor) or the Assignee may, to the extent permissible under applicable law, purchase the whole or any part of the Marks sold, free from any right of redemption on the part of the Assignor, which right is hereby waived and released.

9. Power of Attorney. If any Event of Default shall have occurred and be continuing, the Assignor hereby authorizes and empowers the Assignee to make, constitute and appoint any officer or agent of the Assignee as the Assignee may select in its exclusive discretion, as the Assignor's true and lawful attorney-in-fact, with the power to endorse the Assignor's names on all applications, documents, papers and instruments necessary for the Assignee to use the Marks, or to grant or issue any exclusive or non-exclusive license under the Marks to any third person, or necessary for the Assignee to assign, pledge, convey or otherwise transfer title in or dispose of the Marks, the goodwill and equipment associated therewith, to any third person. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

10. Termination. At such time as the Assignor shall completely satisfy all of the Obligations and all other liabilities of the Assignor to the Assignee, or there shall exist no continuing liability of the Assignor with respect to the Obligations under the terms of the Loan Agreement or any agreement executed in connection therewith, this Agreement shall terminate and the Assignee shall execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Assignor the full unencumbered title to the Marks, and the goodwill associated therewith, subject to any disposition thereof which may have been made by the Assignee pursuant hereto.

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

12. Protection of Marks.

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

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

13. No Waiver. No course of dealing between the Assignor and the Assignee nor any failure to exercise, nor any delay in exercising, on the part of the Assignee, any right, power or privilege hereunder or under the Loan 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 or the exercise of any other right, power or privilege.

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

15. Manufacture and Sale. The parties understand and agree that the collateral security assignment of the Marks as provided for in this Agreement, together with other collateral provided to the Assignee pursuant to the Loan Agreement and the other loan documents referred to therein, will permit the Assignee, upon the happening of an Event of Default as provided herein, to make use of all rights to the Marks and the goodwill associated therewith, as set forth

in the Loan Documents, all of which will permit the Assignee to manufacture and sell the products for which the use of the Marks is associated and maintain substantially the same product specifications and quality as maintained by Assignor.

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

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

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

19. Judicial Proceedings. Each party to this Agreement agrees that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by any party hereto or any successor or assign of any party, on or with respect to this Agreement or the dealings of the parties with respect hereto, shall be tried only by a court and not by a jury. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. Further, the Assignor waives any right it may have to claim or recover, in any such suit, action or proceeding, any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. THE ASSIGNOR ACKNOWLEDGES AND AGREES THAT THIS PARAGRAPH IS A SPECIFIC AND MATERIAL ASPECT OF THIS AGREEMENT AND THAT THE ASSIGNEE WOULD NOT EXTEND CREDIT TO THE ASSIGNOR IF THE WAIVERS SET FORTH IN THIS PARAGRAPH WERE NOT A PART OF THIS AGREEMENT.

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

ATTEST:

[Signature]

FASTSHIP, INC.

By: [Signature]  
Name: ENAR PEDERSEN  
Title: CHAIRMAN AND CEO

MELLON BANK, N.A.

By: [Signature]  
Name: Wayne M. George  
Title: Vice President

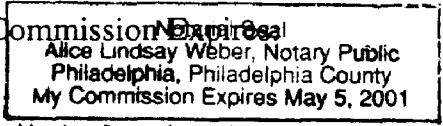
CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF Philadelphia : SS

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this day of 9/9/99, personally appeared Erna Pedersen to me known personally, and who, being by me duly sworn, deposes and says that (s)he is the Chairman & CEO of FASTSHIP, INC., a Delaware corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of the said corporation by authority of its Board of Directors, and that (s)he acknowledged said instrument to be the free act and deed of said corporation.

Alice Lindsay Weber  
Notary Public

My Commission Expires



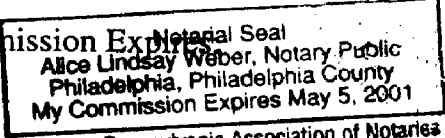
Member, Pennsylvania Association of Notaries

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF Philadelphia : SS

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this day of 9/9/99, personally appeared Margaret M. George to me known personally, and who, being by me duly sworn, deposes and says that (s)he is the Vice President of MELLON BANK, N.A., a national banking association, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of the said corporation by authority of its Board of Directors, and that (s)he acknowledged said instrument to be the free act and deed of said corporation.

Alice Lindsay Weber  
Notary Public

My Commission Expires  Notarial Seal  
Alice Lindsay Weber, Notary Public  
Philadelphia, Philadelphia County  
My Commission Expires May 5, 2001  
Member, Pennsylvania Association of Notaries



SCHEDULE A

<u>Trademark Applications</u> <sup>1</sup>	Registration No. or Serial No. if an Application is <u>Pending</u>	<u>Country</u>	Registration Date or Filing Date if an Application is <u>Pending</u>
FASTSHIP ATLANTIC (in block letters)	75,480,274	U.S.	May 6, 1998
FASTSHIP PACIFIC (in block letters)	75,480,273	U.S.	May 6, 1998

Note: PfastShip Software Systems, Ltd. of Irvine, CA uses the mark **PF**ASTSHIP in connection with the sale of computer software programs.

American Fastsigns, Inc. has a pending application to use the mark **FASTSHIP** in connection with advertising order, packaging, and distribution services (assigned to Heller Financial, Inc.)

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<sup>1</sup> Identify the Mark exactly as it appears on the U.S. Patent and Trademark Certificate of Registration. If the Mark is a Design/Logo, attach a copy of said mark hereto.

**FASTSHIP, INC.  
CONVERTIBLE NOTES**

Date Issued	Name	Date Due	Original Principal Amount	Current Principal Amount	Conversion Price Per Share	Comments
10/31/97	Dorance H. Hamilton	3/16/2000	\$666,666.67	\$666,666.67	\$1.9498194	Originally issued by TGC in March 1997. Transferred to FSI on 10/31/97
	Forrest E. Mars, Jr.	3/16/2000	\$666,666.67	\$666,666.67	\$1.9498194	Originally issued by TGC in March 1997. Transferred to FSI on 10/31/97
	Einar Pedersen	3/16/2000	\$333,333.33	\$333,333.33	\$1.9498194	Originally issued by TGC in March 1997. Transferred to FSI on 10/31/97
	Einar Pedersen	7/20/2000	\$1,000,000	\$1,000,000	\$1.9498194	Originally issued by TGC in July 1997. Transferred to FSI on 10/31/97
	TTS Technology, ASA	3/16/2000	\$333,333.33	\$233,333.33	\$1.9498194	Exercised \$100,000 in September 1997.
	TTS Technology, ASA	7/20/2000	\$500,000	\$500,000	\$1.9498194	Originally issued by TGC in July 1997. Transferred to FSI on 10/31/97
	Gabriella M. Grosvenor	11/12/2001	\$24,100	\$24,100	\$3.11	
	David W. Hearn	11/12/2001	\$23,242.50	\$23,242.50	\$3.11	
	Elizabeth F. Hearn	11/12/2001	\$10,330	\$10,330	\$3.11	
	Gail W. Hearn	11/12/2001	\$23,242.50	\$23,242.50	\$3.11	
11/13/98	Josephine W. Hearn	11/12/2001	\$23,242.50	\$23,242.50	\$3.11	
	Peter Hearn	11/12/2001	\$23,242.50	\$23,242.50	\$3.11	
	Einar Pedersen	11/12/2001	\$104,400	\$104,400	\$3.11	

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Confidential Information  
subject to terms of  
Confidentiality Agreement

**FASTSHIP, INC.  
CONVERTIBLE NOTES**

Date Issued	Name	Date Due	Original Principal Amount	Current Principal Amount	Conversion Price Per Share	Comments
12/18/98	Roland K. Bullard II Sally S. Bullard	12/15/2001	\$100,000	\$100,000	\$3.11	
	DJC Enterprises	12/15/2001	\$100,000	\$100,000	\$3.11	
	William A. Graham, IV	12/15/2001	\$100,000	\$100,000	\$3.11	
	Lawrence Huff	12/15/2001	\$50,000	\$50,000	\$3.11	
	McKeel Family Partners, L.P.	12/15/2001	\$108,850	\$108,850	\$3.11	
	Thomas J. Reilly, Jr.	12/15/2001	\$25,000	\$25,000	\$3.11	
12/17/98	Dorance H. Hamilton	12/16/2001	\$250,000	\$250,000	\$3.11	
	Frederick Holding	1/20/2002	\$50,000	\$50,000	\$3.11	
1/21/99	Charles L. Andes	1/20/2002	\$50,000	\$50,000	\$3.11	
	John Gilray Christy	4/1/2002	\$25,000	\$25,000	\$3.11	
4/2/99	Peter A. Benoliel	4/1/2002	\$50,000	\$50,000	\$3.11	
4/29/99	Richard Brown	4/28/2002	\$25,000	\$25,000	\$3.11	
5/7/99	Clifford F. Ransom II	5/6/2002	\$25,000	\$25,000	\$3.11	
	Robert A. Lutz	5/6/2002	\$300,000	\$300,000	\$3.11	
5/19/98	Morris A. Williams, Jr.	5/18/2002	\$100,000	\$100,000	\$3.11	
	John W. Piasecki	5/18/2002	\$50,000	\$50,000	\$3.11	
	Lynn P. Cunningham V.W. Piasecki as Trustees	5/18/2002	\$50,000	\$50,000	\$3.11	

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FASTSHIP, INC.  
 CONVERTIBLE NOTES

Date Issued	Name	Date Due	Original Principal Amount	Current Principal Amount	Conversion Price Per Share	Comments
5/21/99	Rodney D. Day III	5/20/2002	\$100,000	\$100,000	\$3.11	
5/24/99	Crown Cork & Seal Company, Inc. Master Retirement Trust	5/23/2002	\$250,000	\$250,000	\$3.11	
	James H. Bromley	5/23/2002	\$25,000	\$25,000	\$3.11	
6/2/99	John J.F. Sherred	6/1/2002	\$217,700	\$217,700	\$3.11	
6/4/99	A. Wesley Wyatt	6/3/2002	\$150,000	\$150,000	\$3.11	Being held; has not paid as of 8/4/99.
6/16/99	Barthco International, Inc.	6/15/2002	\$100,000	\$100,000	\$3.11	
	Jane C. Beck	6/15/2002	\$50,000	\$50,000	\$3.11	
	Horace P. Beck	5/16/2002	\$30,000	\$30,000	\$3.11	
6/24/99	Ronald J. Naples	6/23/2002	\$50,000	\$50,000	\$3.11	
7/8/99	DJC Enterprises	7/7/2002	\$150,000	\$150,000	\$3.11	
7/10/99	Daniel J. Keating	7/9/2002	\$100,000	\$100,000	\$3.11	
7/14/99	Jane C. Beck	7/13/2002	\$50,000	\$50,000	\$3.11	
	Jane H. Choate	7/13/2002	\$25,000	\$25,000	\$3.11	
7/27/99	Thomas J. Reilly, Jr.	7/26/2002	\$25,000	\$25,000	\$3.11	
7/29/99	William V. Dougherty III	7/28/2002	\$25,000	\$25,000	\$3.11	

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**FASTSHIP, INC.  
CONVERTIBLE NOTES**

Date Issued	Name	Date Due	Original Principal Amount	Current Principal Amount	Conversion Price Per Share	Comments
8/4/99	William A. Graham III	8/3/2002	\$100,000	\$100,000	\$3.11	
	Robert M. Rubin	8/3/2002	\$25,000	\$25,000	\$3.11	
	Louis Bluyer	8/3/2002	\$25,000	\$25,000	\$3.11	
9/3/99	Forrest A. Mars, Jr.	9/2/2002	\$535,265	\$535,265	\$3.11	
9/4/99	Mark Ryan	9/3/2002	\$25,000	\$25,000	\$3.11	

Additional convertible notes may be issued in an aggregate amount not exceeding \$4,500,000 to persons or entities who provide debt financing to FastShip Inc. in the future.

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