

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
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):

Heller Financial

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

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

2. Name and address of receiving party(ies)

Name: Protech Intertrade
Internal Omar Hodge Building
Address: Wickhams Cay

Street Address: P.O. Box 362
City: Road Town State: Tortola Zip: 00341
Virgin Islands

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

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

Assignment of Security

Execution Date: 11/11/03

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached Schedule A

Additional number(s) attached Yes No

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

Name: Gregory K. Jones

Internal Address: Stutman, Treister & Glatt, P.C.

Street Address: 1901 Avenue of the Stars
12th Floor

City: Los Angeles State: CA Zip: 90067

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00

- 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.

Gregory K. Jones

Name of Person Signing

Gregory K. Jones

Signature

2/23/04

Date

Total number of pages including cover sheet, attachments, and document: 5

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

OP \$140.00 1172092

STUTMAN TREISTER

Fax:3102285788

Feb 24 '04 14:08

P.03

ASSIGNMENTS

2/6/04 6:22 PAGE 5/21

RightFAX

STUTMAN TREISTER

Fax:310-228-5788

Feb 5 '04 15:00

P.03

2003 02:57 FROM: PARTRIDGE W AND M 3105464393

TO: 2285788

P:13/13

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
MAXIRAM	1,172,092	10/06/1981
MEGARAM	1,261,555	12/20/1983
MEGASTREAM	1,347,480	7/9/1985
MEGACARD	1,448,197	7/21/1987
MEGACACHE	1,889,700	6/13/1995

TRADEMARK APPLICATIONS

None.

Trademark Security Agreement

From: 877-742-9225

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SECURED CREDITOR CONSENT AND AGREEMENT

This Secured Creditor Consent and Agreement (this "Agreement") is made as of November 11, 2003, by and among (i) Sherwood Partners, Inc., a California corporation ("Assignee" or "Sherwood"), solely in its capacity as assignee for the benefit of creditors of (a) Celerity Omega, Inc. ("Celerity Omega" or "Borrower") and (b) Borrower's wholly-owned subsidiary, Imperial Technology, Inc. ("Imperial") (Borrower and Imperial are sometimes referred to collectively herein as the "Company"), (ii) Heller Financial, Inc. ("Heller"), in its capacity as "Lender" and as "Agent" pursuant to the "Loan Agreement", as hereinafter defined, (iii) Celerity Omega II, LLC ("Note Purchaser"), in its capacity as "Purchaser" and as "Collateral Agent" pursuant to the "Note Purchase Agreement", as hereinafter defined, (iv) PrimeLink Co., Ltd. ("PrimeLink"), a limited liability company organized and existing under the laws of the Kingdom of Thailand, (v) PrimeLink Trading Ltd. ("PrimeLink Trading"), a limited liability company incorporated in the territory of the British Virgin Islands, and (vi) Protech Intertrade Limited ("Protech"), a limited liability company incorporated in the territory of the British Virgin Islands (PrimeLink, PrimeLink Trading and Protech are sometimes referred to collectively herein as "Buyer"), with reference to the following:

RECITALS:

WHEREAS, pursuant to that certain Credit Agreement dated as of August 15, 2000, by and between Borrower, as borrower, and Heller, as "Lender" and as "Agent" (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), and pursuant to the "Loan Documents", as defined in the Loan Agreement, (i) Heller made loans and other extensions of credit to Borrower, (ii) Imperial guaranteed the full and prompt payment and performance of all "Obligations", as defined in the Loan Agreement, and (iii) Heller acquired a security interest in and lien upon all of Borrower's personal and real property, including a pledge of all of the issued and outstanding stock of Imperial, and a security interest in and lien upon all of the assets of Imperial (all security acquired by Heller pursuant to the Loan Agreement or any Loan Document is hereinafter referred to collectively as the "Heller Security");

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of September 17, 2002, by and among Borrower, as "Issuer", Note Purchaser, as "Purchaser" and as "Collateral Agent", and Imperial as "Guarantor" (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Note Purchase Agreement"), and pursuant to the "Transaction Documents", as defined in the Note Purchase Agreement, (i) Borrower issued and Note Purchaser purchased certain notes, (ii) Imperial guaranteed the full and prompt payment and performance of all "Obligations", as defined in the Note Purchase Agreement, and (iii) Note Purchaser acquired a security interest in and lien upon the "Collateral", as defined in the Security Agreement of the same date between Collateral Agent and Borrower, and a security interest in and lien upon all of the "Collateral", as defined in the Security Agreement of the same date between Collateral Agent and Imperial (all security acquired by Collateral Agent pursuant to the Note Purchase Agreement or any Transaction Document is hereinafter referred to collectively as the "Note Purchaser Security");

WHEREAS, Protech desires to purchase from Heller all of the right, title and

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interest of Heller in and to, and all of the rights and interests of Heller under, (i) the Loan Agreement and all other Loan Documents and (ii) the Heller Security (all of which are referred to herein as the "Loan Agreement Rights");

WHEREAS, Protech desires to purchase from Note Purchaser all of the right, title and interest of Note Purchaser in and to, and all of the rights and interests of Note Purchaser under, (i) the Note Purchase Agreement and all other Transaction Documents and (ii) the Note Purchaser Security (all of which are referred to herein as the "Note Purchase Agreement Rights")

WHEREAS, pursuant to that certain General Assignment dated as of August 14, 2003 (the "General Assignment"), each of Borrower and Imperial made general assignments for the benefit of creditors to Assignee, as Assignee for the Benefit of Creditors, pursuant to California law;

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of November 11, 2003 (the "Asset Purchase Agreement"), by and among (i) Sherwood, solely in its capacity as Assignee for the Benefit of Creditors of Borrower and of Imperial, (ii) PrimeLink and (iii) PrimeLink Trading, (1) Sherwood agreed to sell, assign, transfer and convey to PrimeLink all of the assets of Borrower and Imperial (other than "Cash" (as defined in the Asset Purchase Agreement) and any equity interests in Imperial) assigned to Sherwood pursuant to the General Assignment, and to sell, assign, transfer and convey to PrimeLink Trading all equity interests in Imperial assigned to Sherwood pursuant to the General Assignment (all of which assets are hereinafter referred to collectively as the "Assigned Assets"), and (2) subject to the execution and delivery of this Agreement, PrimeLink and PrimeLink Trading agreed to purchase and acquire from Sherwood all of such assets for a sum (the "Asset Purchase Price") equal to the "Sherwood Costs", as hereinafter defined.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions, and covenants herein contained, the parties hereto hereby agree as follows:

1. CONSENTS

1.1 Heller. Subject to all of the terms and conditions hereof, and subject to and effective upon the payment to Heller of the Heller Consideration in accordance herewith, (i) Heller consents to the sale, assignment, transfer and conveyance of the Assigned Assets to PrimeLink and PrimeLink Trading, (ii) Heller sells and assigns to Protech, and Protech purchases from Heller, the Loan Agreement Rights, and (iii) Heller agrees for the benefit of both Sherwood and Buyer to take such further actions and execute and deliver such further documents as Buyer may from time to time reasonably request to fully effect the consent hereunder and the sale of the Loan Agreement Rights and to otherwise carry out the transactions contemplated by this Agreement; provided that the taking of all such further actions and the execution and delivery of such further documents shall in all cases be at the sole cost and expense of Buyer.

1.2 Note Purchaser. Subject to all of the terms and conditions hereof, and subject to and effective upon the payment to Note Purchaser of the Note Purchaser Consideration in accordance herewith, (i) Note Purchaser consents to the sale, assignment, transfer and conveyance of the Assigned Assets to PrimeLink and PrimeLink Trading, (ii) Note Purchaser

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sells and assigns to Protech, and Protech purchases from Note Purchaser, the Note Purchase Agreement Rights, and (ii) Note Purchaser agrees for the benefit of both Sherwood and Buyer to take such further actions and execute and deliver such further documents as Buyer may from time to time reasonably request to fully effect consent hereunder and the sale of the Note Purchase Agreement Rights and to otherwise carry out the transactions contemplated by this Agreement, provided that the taking of all such further actions and the execution and delivery of such further documents shall in all cases be at the sole cost and expense of Buyer.

1.3 Retained Rights. It is understood and agreed that, notwithstanding the sale and assignment of the Loan Agreement Rights and the Note Purchase Agreement Rights, (i) Heller shall retain the benefit of all of its indemnification rights under the Loan Agreement and the other Loan Documents, including, without limitation, Section 9.1 of the Loan Agreement and (ii) Note Purchaser shall retain the benefit of all of its indemnification rights under the Note Purchase Agreement and the other Transaction Documents, including, without limitation, Section 10.12 of the Note Purchase Agreement.

1.4 Without Recourse. It is understood and agreed that the sale and assignment hereunder of each of the Loan Agreement Rights and the Note Purchase Agreement Rights shall be without recourse and without representations or warranties of any kind.

2. CONSIDERATION

2.1 Heller. In consideration hereof, Buyer shall pay directly to Heller by wire transfer in accordance with the provisions hereof the "Heller Consideration". The "Heller Consideration" shall consist of (i) the amount of Two Hundred Thousand United States Dollars (US \$200,000) and (ii) such amount, but in no event in excess of Ten Thousand United States Dollars (US \$10,000), as shall be necessary to reimburse Heller for the actual attorneys' fees and out of pocket expenses of Heller in connection with Heller's negotiations with PrimeLink concerning the sale of Heller's interests in and under the Loan Agreement and in connection with the negotiation and drafting of this Agreement and all related documents and consummation of the transactions contemplated herein and therein ("Heller's Expenses").

2.2 Note Purchaser. In consideration hereof, Buyer shall pay directly to Note Purchaser by wire transfer in accordance with the provisions hereof the "Note Purchaser Consideration". The "Note Purchaser Consideration" shall consist of (i) the amount of Two Hundred Thousand United States Dollars (US \$200,000) and (ii) such amount, but in no event in excess of Ten Thousand United States Dollars (US \$10,000), as shall be necessary to reimburse Note Purchaser for the actual attorneys' fees and out of pocket expenses of Note Purchaser in connection with Note Purchaser's negotiations with PrimeLink concerning the sale of Note Purchaser's interests in and under the Note Purchase Agreement and in connection with the negotiation and drafting of this Agreement and all related documents and the consummation of the transactions contemplated herein and therein ("Note Purchaser's Expenses").

2.3 Sherwood. It is understood and agreed that Sherwood shall receive as the Asset Purchase Price such amount, but in no event in excess of Ten Thousand United States Dollars (US \$10,000), as shall be necessary to reimburse Sherwood for the actual attorneys' fees and out of pocket expenses of Sherwood in connection with Sherwood's negotiations with

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PrimeLink concerning the sale of Heller's interests in and under the Loan Agreement and the sale of Note Purchaser's interests in and under the Note Purchase Agreement, and in connection with the negotiation and drafting of this Agreement and all related documents and consummation of the transactions contemplated herein and therein ("Sherwood Costs").

3. CLOSING AND PAYMENT

3.1 Closing. The closing for the transactions hereunder and for the transactions pursuant to the Asset Purchase Agreement (the "Closing") shall occur simultaneously at the offices of Sulmeyer Kupetz, a professional corporation, 333 South Hope Street, Thirty-Fifth Floor, Los Angeles, California 90071, on November 14, 2003, at 9:00 a.m., Pacific Standard Time, or at such later date and time as shall be mutually agreed among the parties hereto (the "Closing Date"). In the event the Closing does not occur by the Closing Date, for any reason, any party hereto may terminate this Agreement at any time thereafter by written notice to each of the other parties hereto.

3.2 Payment. The Heller Consideration shall be paid to Heller, in immediately available funds by wire transfer, and the Note Purchaser Consideration shall be paid to Note Purchaser, in immediately available funds by wire transfer, in each case not later than 2:00 p.m. (New York time) on the Closing Date.

The wire transfer instructions for the payment of the Heller Consideration are as follows: Bank One, N.A., Chicago, IL, ABA#: 071000013, Beneficiary: Heller Financial, Inc. - CAQ, 500 W Monroe, St. Chicago, IL 60661; Account #: 0020982; Reference: HLR 3408 Celerity/Imperial.

The wire transfer instructions for the payment of the Note Purchaser Consideration are as follows: City National Bank, 400 Roxbury Drive, Beverly Hills, CA 90210; ABA No.:122 016 066; For credit to the account of: Celerity Partners III, L.P., Account: 101 460 207.

4. REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of All Parties. Each party hereto hereby represents and warrants to each other party hereto as follows:

(a) It has full power and authority, and has taken all action necessary, to execute and deliver this Agreement and to fulfill its obligations hereunder and to consummate the transactions contemplated hereby;

(b) This Agreement is a legal, valid and binding agreement of such Party, enforceable according to its terms;

(c) The execution and performance by such Party of its duties and obligations under this Agreement will not require any governmental approvals or any registration with, notice to, or consent from any governmental authority, or if any of the same is required, it has been duly obtained.

From: 877-742-9225

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5. WAIVER AND RELEASE

(a) Except as to the enforcement of the terms and conditions of this Agreement, in consideration of the covenants and conditions contained herein, Heller, solely in its capacity as Agent and Lender under the Loan Agreement, the Note Purchaser, solely in its capacity as Purchaser and Collateral Agent under the Note Purchase Agreement, and Sherwood, solely in its capacity as assignee for the benefit of creditors of Celerity Omega and Imperial, on behalf of itself and its respective successors, heirs and assigns, as appropriate, hereby settles, releases, waives and absolutely discharges each other such party and each of their officers, directors, shareholders, partners, members, employees, agents, affiliates, heirs, representatives, successors and assigns, including any persons (collectively, "Director Nominees") who may have served on behalf of any such person as an officer or director of the Company or its subsidiaries (collectively, the "Released Parties", which term shall specifically exclude the Company and its subsidiaries and the Buyer and their respective officers, directors (other than Director Nominees), shareholders, employees, agents, representatives and the respective successors and assigns of each of the foregoing persons and entities), from all claims, damages, liabilities, costs, expenses, obligations and causes of action, in each case of every kind and nature whatsoever, whether known or unknown, suspected or unsuspected (each, a "Claim"), which involve or are related to the Company, including, without limitation, any Claim relating to (i) any federal or state securities law violation by, or other statutory or common law liability for fraud or negligent or other misrepresentation of, any Released Party arising by reason of any purported misstatement or omission of a material fact in connection with any offering of securities by the Company or any incurrence of indebtedness by the Company, (ii) the management and conduct of the business and affairs of the Company or any subsidiary, (iii) any breach of any contract, covenant, representation, warranty or fiduciary or other duty relating to the Loan Documents or the Transaction Documents or relating to any other transaction involving the Company, (iv) the acquisition of Imperial by Celerity Omega prior to the date hereof, (v) the restructuring of the Company pursuant to that certain Restructuring Agreement among the Company and certain other parties dated as of February 15, 2002, (vi) the issuance of secured promissory notes of the Borrower pursuant to the Note Purchase Agreement, (vii) the execution of, any amendments of, and any waivers and agreements of forbearance entered into in connection with, the Loan Agreement, (viii) the General Assignment, (ix) the sale by Assignee of the assets of the Company and/or its subsidiaries, (x) the distribution of the Asset Purchase Price and (xi) any actions or omissions by Heller, the Note Purchaser or Sherwood (or any of such entity's officers, directors, employees, consultants, advisors, counsel, agents or other representatives) relating in any way to any or all of the Loan Documents, the Transaction Documents or the General Assignment or any transactions contemplated thereby or any other aspect of the Company or its business (collectively, the "Released Matters"); provided, however, that none of the parties hereto releases any Claims or counterclaims that may arise under this Agreement, including, by way of illustration, any representations, warranties and covenants contained herein, all of which are expressly reserved and survive the execution of this Agreement. Without limiting the generality of the foregoing, the Released Matters shall not include, and the parties hereto expressly reserve each of their respective rights with respect to, any and all Claims they may have under this Agreement and any Claims against the Company, including, without limitation, any Claims by the Secured Parties with respect to their security interests in and to the Collateral.

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which Claims are sold and assigned hereunder, except as otherwise expressly provided herein or amended hereby.

(b) This Agreement shall not be construed in any manner as an admission of personal liability by any person or entity. In addition, anything to the contrary contained herein notwithstanding, Assignee and Buyer, on behalf of their respective officers, directors, shareholders, employees, agents, representatives and their respective successors and assigns, hereby reserve any and all of its rights and remedies at law or in equity, and the provisions of this Section 5 shall not be deemed as a waiver or release of any such Claim that Assignee or Buyer or any such party may have against any other party hereto.

(c) California Code § 1542. The enforcement of the terms of this Agreement will be governed by California law. This choice-of-law provision, however, shall not subject any party to personal jurisdiction in California, if such jurisdiction is otherwise lacking. Each party hereto waives and relinquishes any rights or benefits that it may have under California Civil Code § 1542 or any similar provision of the statutory or non-statutory law of any other jurisdiction with respect to any Claims or Released Matters to the full extent that such party may lawfully waive such rights and benefits. Cal. Civ. Code § 1542 provides:

"A general release does not extend to claims which the creditor does not know or expect to exist in his favor at the time of execution of the release, which, if known by him, must have materially affected his settlement with the debtor."

6. FAILURE TO ENFORCE

No failure or delay on the part of any party hereto in the exercise of any power, right, or privilege hereunder will impair such power, right, or privilege or be construed to be a waiver of any default or acquiescence therein. No single or partial exercise of any such power, right, or privilege will preclude further exercise thereof or of any other right, power, or privilege. All rights and remedies existing under this Agreement are cumulative with, and not exclusive of, any rights or remedies otherwise available.

7. NOTICES

Unless otherwise specifically provided herein, any notice or other communication required or permitted to be given will be in writing and addressed to the respective party as set forth below its signature hereunder, or to such other address as the party may designate in writing to the others.

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8. AMENDMENTS AND WAIVERS

No amendment, modification, termination, or waiver of any provision of this Agreement will be effective without the written concurrence of each party hereto. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by any party hereto, without the prior written consent of the other parties hereto.

9. SEVERABILITY

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law. In the event any provision of this Agreement is or is held to be invalid, illegal, or unenforceable under applicable law, such provision will be ineffective only to the extent of such invalidity, illegality, or unenforceability, without invalidating the remainder of such provision or the remaining provisions of the Agreement. In addition, in the event any provision of or obligation under this Agreement is or is held to be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions or obligations in any other jurisdictions will not in any way be affected or impaired thereby.

10. SECTION TITLES

Section and Subsection titles in this Agreement are included for convenience of reference only, do not constitute a part of this Agreement for any other purpose, and have no substantive effect.

11. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No other Person not a party hereto shall be deemed a third-party beneficiary of any provision of this Agreement or shall otherwise be entitled to enforce any provision hereof.

12. APPLICABLE LAW

THIS AGREEMENT WILL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE.

13. PARTIES' USE OF LEGAL COUNSEL AND CONSTRUCTION OF AGREEMENT

EACH OF THE PARTIES HEREBY ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY ITS OWN LEGAL COUNSEL IN CONNECTION WITH THE NEGOTIATION, DRAFTING, EXECUTION, AND DELIVERY AND CONSUMMATION OF THIS AGREEMENT. THE PARTIES AGREE AND ACKNOWLEDGE THAT THE NORMAL RULE OF CONSTRUCTION TO THE EFFECT THAT ANY AMBIGUITIES ARE TO BE RESOLVED AGAINST THE

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DRAFTING PARTY SHALL NOT BE EMPLOYED IN THE INTERPRETATION OF THIS AGREEMENT OR ANY AMENDMENTS, EXHIBITS OR SCHEDULES THERETO. EACH PARTY HERETO HAS ENTERED INTO THIS AGREEMENT FREELY AND VOLUNTARILY, WITHOUT COERCION, DURESS, DISTRESS OR UNDER INFLUENCE BY ANY OTHER PERSONS OR ITS RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, PARTNERS, AGENTS OR EMPLOYEES.

14. DEFINED TERM PRONOUNS

Any defined term used in the plural shall refer to all members of the relevant class, and any defined term used in the singular shall refer to any one or more of the members of the relevant class. The terms "hereunder," "herewith," "hereby," "herein" and "hereof" refer to this Agreement in its entirety, including all attached schedules, exhibits and any other documents, and not to any individual provision or Section of this Agreement. Neuter or masculine pronouns used herein shall be deemed to refer to the masculine and the feminine as the context so indicates.

15. WAIVER OF RIGHT TO JURY

EACH OF THE PARTIES HERETO WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN ANY OF THEM ARISING OUT OF, CONNECTED WITH, RELATING TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN ANY OF THEM IN CONNECTION WITH THIS AGREEMENT. INSTEAD, ANY DISPUTES RESOLVED IN COURT SHALL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.

16. SPECIFIC PERFORMANCE

EACH PARTY AGREES THAT DAMAGES AT LAW ARE AN INADEQUATE REMEDY FOR ANY BREACH OF THIS AGREEMENT, AND ANY OTHER AGREEMENT, DOCUMENT OR INSTRUMENT EXECUTED OR TO BE EXECUTED IN CONNECTION HERewith OR THEREWITH, AND THAT IN THE EVENT OF ANY SUCH BREACH, THE OTHER PARTIES HERETO ARE AND SHALL BE ENTITLED TO OBTAIN DECREE(S) OF SPECIFIC PERFORMANCE ENTITLING THEM TO A TEMPORARY RESTRAINING ORDER, PRELIMINARY INJUNCTION, OR PERMANENT INJUNCTION TO SPECIFICALLY ENFORCE AND REQUIRE SPECIFIC PERFORMANCE OF THE TERMS AND PROVISIONS OF THIS AGREEMENT AND EACH OTHER AGREEMENT, DOCUMENT OR INSTRUMENT EXECUTED OR TO BE EXECUTED IN CONNECTION HERewith OR THEREWITH.

17. ENTIRE AGREEMENT

This Agreement (provided however, with respect to Assignee and Buyer, together with the Asset Purchase Agreement and any documents executed in connection therewith)

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constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof, and there are no agreements or commitments with respect to the transactions contemplated herein except as set forth in this Agreement. This Agreement supersedes any prior offer, agreement or understanding between the parties with respect to the transactions contemplated hereby and may not be contradicted by evidence of prior or contemporaneous agreements, or prior or subsequent oral agreements, between or among any of the parties hereto.

18. COUNTERPARTS

This Agreement and any amendments, waivers, consents, or supplements may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, will be deemed an original and all of which shall together constitute one and the same instrument. Executed signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Any party hereto may execute and deliver a counterpart of this Agreement by delivery by facsimile transmission of a signature page of this Agreement, as applicable, signed by such party, and any such facsimile signature shall be treated in all respects as having the same effect as having an original signature. Any party delivering by facsimile transmission a counterpart executed by it shall promptly thereafter also deliver a manually signed counterpart.

[Signature pages follow]

From: 877-742-5225
11/13/2003 17:00 FAX 310 477

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SHERWOOD PARTNERS INC

002

IN WITNESS WHEREOF, this Agreement has been duly executed as of
the date first written above.

SHERWOOD:

SHERWOOD PARTNERS, INC., solely in
its capacity as Assignee for the Benefit of
Creditors of Celerity Omega and Imperial.

By: [Signature]
Michael Maily
Title: President

Notice Address:

Sherwood Partners, Inc.
101 University Avenue, Suite 100
Palo Alto, CA 94301
Tel.: 650-329-9996
Fax: 650-329-0980
Email: mam@shrwood.com
Attn: Michael Maily

HELLER:

HELLER FINANCIAL, INC.

By: _____
Name: Paul Puryear
Title: _____

Notice Address:

Heller Financial, Inc.
500 West Monroe
Chicago, IL 60661
Attn: Dean Jeffe

NOTE PURCHASER:

CELERITY OMEGA II, LLC.

By: Celerity Partners, Inc.,
Manager

By: _____
Stephan E. Adamson
President

Notice Address:

Celerity Omega II, LLC
Celerity Partners, Inc.
11111 Santa Monica Blvd.
Suite 1127

PRIMELINK:

PRIMELINK CO., LTD.

By: _____
Name: Wayne E. Partridge
Title: Attorney-In-Fact

Notice Address:

PrimeLink Co., Ltd.,
99/1 Lang Suan Road, Lumpini, Pathumwan,
Bangkok 10330, Thailand.
Tel: (662) 652-2412, Fax: (662) 652-2440

From: 877-742-9225

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IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first written above.

SHERWOOD:

SHERWOOD PARTNERS, INC., solely in its capacity as Assignee for the Benefit of Creditors of Celerity Omega and Imperial.

By: _____
Michael Maily
Title: President

Notice Address:

Sherwood Partners, Inc.
101 University Avenue, Suite 100
Palo Alto, CA 94301
Tel.: 650-329-9996
Fax: 650-329-0980
Email: mam@shrwood.com
Attn: Michael Maily

HELLER:

HELLER FINANCIAL, INC.

By: Paul L. Puryear, Jr.
Name: Paul L. Puryear, Jr.
Title: Senior Vice President

Notice Address:

Heller Financial, Inc.
500 West Monroe
Chicago, IL 60661
Attn: Dean Jaffe

NOTE PURCHASER:

CELERITY OMEGA II, LLC.

By: Celerity Partners, Inc.,
Manager

By: _____
Stephen E. Adamson
President

Notice Address:

Celerity Omega II, LLC
Celerity Partners, Inc.
11111 Santa Monica Blvd.
Suite 1127

PRIMELINK:

PRIMELINK CO., LTD.

By: _____
Name: Wayne E. Partridge
Title: Attorney-In-Fact

Notice Address:

PrimeLink Co., Ltd.,
99/1 Lang Suan Road, Lumpini, Pathumwan;
Bangkok 10330, Thailand.
Tel: (662) 652-2412, Fax: (662) 652-2440

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IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first written above.

SHERWOOD:

SHERWOOD PARTNERS, INC., solely in its capacity as Assignee for the Benefit of Creditors of Celerity Omega and Imperial.

By: _____
Michael Maily
Title: President

Notice Address:

Sherwood Partners, Inc.
101 University Avenue, Suite 100
Palo Alto, CA 94301
Tel.: 650-329-9996
Fax: 650-329-0980
Email: mam@sherwood.com
Attn: Michael Maily

HELLER:

HELLER FINANCIAL, INC.

By: _____
Name: Paul Puryear
Title: _____

Notice Address:

Heller Financial, Inc.
500 West Monroe
Chicago, IL 60661
Attn: Dean Jeffe

NOTE PURCHASER:

CELERITY OMEGA II, LLC.

By: Celerity Partners, Inc.,
Manager

By: 
Stephen E. Adamson
President

Notice Address:

Celerity Omega II, LLC
Celerity Partners, Inc.
11111 Santa Monica Blvd.
Suite 1127

PRIMELINK:

PRIMELINK CO., LTD.

By: _____
Name: Wayne E. Partridge
Title: Attorney-In-Fact

Notice Address:

PrimeLink Co., Ltd.,
99/1 Lang Suan Road; Lumpini, Pathumwan;
Bangkok 10330, Thailand.
Tel: (662) 652-2412, Fax: (662) 652-2440

From: 877-742-9225

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IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first written above.

SHERWOOD:

SHERWOOD PARTNERS, INC., solely in its capacity as Assignee for the Benefit of Creditors of Celcrity Omega and Imperial.

By: _____
Michael Maily
Title: President

Notice Address:

Sherwood Partners, Inc.
101 University Avenue, Suite 100
Palo Alto, CA 94301
Tel: 650-329-9996
Fax: 650-329-0980
Email: mam@shrwood.com
Attn: Michael Maily

HELLER:

HELLER FINANCIAL, INC.

By: _____
Name: Paul Puryear
Title: _____

Notice Address:

Heller Financial, Inc.
500 West Monroc
Chicago, IL 60661
Attn: Dean Jeffe

NOTE PURCHASER:

CELERCITY OMEGA II, LLC

By: Celercity Partners, Inc.,
Manager

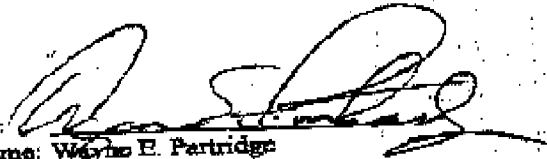
By: _____
Stephen E. Adamson
President

Notice Address:

Celercity Omega II, LLC
Celercity Partners, Inc.
11111 Santa Monica Blvd.
Suite 1127

PRIMELINK:

PRIMELINK CO., LTD.

By: 
Name: Wayne E. Partridge
Title: Attorney-in-Fact

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Los Angeles, CA 90025
Tel: (310) 268-1710, Fax: (310) 268-1712
Attn: Stephen Adamson

Attn: Charlie Jutabha


PROTECH:

PRIMELINK TRADING:

PROTECH INTERTRADE LIMITED

PRIMELINK TRADING LIMITED

By: 
Name: Wayne E. Partridge
Title: Attorney-in-Fact

By: 
Name: Wayne E. Partridge
Title: Attorney-in-Fact

Notice Address:

Notice Address:

Protech Intertrade Limited
Omar Hodge Building
Wickhams Cay
P.O.Box 362
Road Town
Tortola, British Virgin Islands.
Attn: Peter John Edmondson

Protech Intertrade Limited
Omar Hodge Building
Wickhams Cay
P.O.Box 362
Road Town
Tortola, British Virgin Islands.

With a copy to:

With a copy to:

PrimeLink at the Notice Address of Primelink
as indicated above.

PrimeLink at the Notice Address of Primelink
as indicated above.