

10-06-2003



102568080

Docket No.: 1

Tab settings

To the Director of the United States Patent and Trademark Office

Secure the attached original documents or copy thereof.

1. Name of conveying party(ies):

Fleet National Bank 9-30-03

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

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: Tyco International Group S.A.

Internal Address: _____

Street Address: 17, Boulevard de la Grande Duchesse

City: Charlotte, Luxembourg State: _____ ZIP: L-1331

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
 (Designations must be a separate document from
 Additional name(s) & address(es) Yes N

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: August 22, 2003

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s)
 2,461,674;
 2,465,635
 2,449,509

Additional numbers Yes No

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

Name: Melanie C. Holloway

Internal Address: McGuireWoods LLP

Street Address: 901 East Cary Street, One James Center

City: Richmond State: VA ZIP: 23219

6. Total number of applications and registrations involved:..... 3

7. Total fee (37 CFR 3.41):.....\$ \$90.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

10/03/2003 ECDPER 00000100 2461674
01 FC-MS21 40.00 EP
02 FC-MS21 50.00 EP

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.

Melanie C. Holloway Melanie C. Holloway 9/26/03
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and 28

LOAN PURCHASE AND SALE AGREEMENT

THIS LOAN PURCHASE AND SALE AGREEMENT is entered into as of August 22, 2003 by and between FLEET NATIONAL BANK, having an address of 100 Federal Street, Mail Code MA DE 10006A, Boston, MA 02110 Attention: Kay Campbell (the "Assignor") and TYCO INTERNATIONAL GROUP S.A., a company incorporated under the laws of Luxembourg, having an address of 17, Boulevard de la Grande Duchesse Charlotte, L-1331 Luxembourg (the "Assignee").

RECITALS:

A. The Assignor wishes to assign for value, the Assignor's interest in the Loan Documents and any payment and performance obligations evidenced thereby; and

B. The Assignee, in consideration of its obligations to the Assignor under the Loan Documents, desires to become assignee for value, of the Assignor's interest in the Loan Documents and any payment and performance obligations evidenced thereby.

THEREFORE, in consideration of the mutual promises set forth herein and other valuable consideration, the receipt of which is hereby acknowledged, the Assignor and the Assignee agree as follows:

SECTION 1: DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings indicated below:

1.1. "Agreement" means this Loan Purchase and Sale Agreement, including all Schedules hereto.

1.2. "Business Day" means any day other than a day on which the Assignor is required or permitted by law to close.

1.3. "Claim" means, without limitation, any claim, demand, legal or regulatory proceeding.

1.4. "Closing" means the closing of the transaction described in this Agreement.

1.5. "Closing Date" means the date of the Closing which shall be August 22, 2003, time being of the essence.

1.6. **“Collateral”** means the personal property and other property described in the Loan Documents as being security for the Loan.

1.7. **“Loan”** means the loan obligation and debt evidenced by the Loan Documents.

1.8. **“Loan Balance”** means the outstanding principal balance of the Loan.

1.9. **“Loan Documents”** means each of the documents, instruments and agreements listed on **Schedule A** and all payment and performance obligations evidenced thereby.

1.10. **“Material Adverse Effect”** means an actual decrease in the value of a Loan, in an amount greater than ten percent (10%) of the Purchase Price.

1.11. **“Obligor”** means the borrower, any guarantor(s) of a Loan, any endorser(s) of any of the Loan Documents, and any other party whose property, or any part thereof, is Collateral.

1.12. **“Purchase Price”** means Eight Million, Six Hundred Thirty Seven Thousand, Eight Hundred Ninety Five and 5/100 (\$8,637,895.05).

1.13. **“Returned Payment Amount”** means each transfer or payment made to the Assignor, by or for the benefit of any Obligor, prior to the Closing Date, in respect of the obligations of such Obligor under the Loan Documents that is, in whole or in part, rescinded, voided, or must otherwise be returned by the (a) Assignor in connection with any bankruptcy, reorganization, receivership, insolvency, or other similar proceedings, or (b) with respect to any items which have been credited against the Loan, but which are returned uncollected on or after the Closing Date.

SECTION 2

ASSIGNMENT OF LOAN DOCUMENTS; ALLOCATION OF LOAN PAYMENTS

2.1. Assignment of Loan Documents. In consideration of the Purchase Price, subject to the terms, provisions and conditions of this Agreement, the Assignor hereby agrees to assign (and upon payment of the Purchase Price and satisfaction of the other conditions in Section 3.3 of this Agreement, Assignor does hereby assign) unto the Assignee, and the Assignee hereby agrees to accept from the Assignor, on the Closing Date, all of the Assignor's right, title and interest in and to the Loan Documents, together with all payment and performance obligations evidenced by the Loan Documents; provided, however, that this Agreement is made without recourse to the Assignor, or any past, present or future affiliate, subsidiary, parent or participant of the Assignor; and, except as set forth in **SECTION 4** of this Agreement, this Agreement is made by the Assignor without any representations or warranties of any kind or nature whatsoever, whether expressed, implied or imposed by law, including, without limitation, any of the warranties described in Section 3-416 and 3-417 of the Uniform Commercial Code, which warranties are hereby expressly disclaimed by the Assignor; with respect to the title, legality, validity, or

enforceability of any of the documents, instruments and agreements which relate to any Loan, including, without limitation, the Loan Documents; the completeness of any information contained in the Loan Documents; the validity, sufficiency or enforceability of any of the Loan Documents; the collectability of any amount owed to the Assignor by any Obligor; the financial condition of any Obligor; the validity, enforceability, attachment, priority, or perfection of any security interest, or mortgage, or other lien described in the Loan Documents; the existence, value or condition of any Collateral; or the accuracy, completeness or reliability of any reports or other information prepared by third-parties, including without limitation, appraisals, opinions of value, environmental site assessments, lien searches, title searches, title certificates, property descriptions, title insurance policies and property surveys.

2.2. Allocation of Loan Payments.

- (a) All payments of principal and interest, any late charges, prepayment fees or premiums, and all other sums paid under the Loan Documents prior to the date of this Agreement shall be the property of the Assignor.
- (b) Subject to the satisfaction of the conditions set forth in Section 3.3 hereof, all payments of principal and interest, any late charges, prepayment fees or premiums, or other sums paid under the Loan Documents on or after the date of this Agreement shall be the property of the Assignee, and any such sums actually received by the Assignor on or after the Closing Date, shall be held by the Assignor in trust for the Assignee and shall be promptly remitted to the Assignee in the form received by the Assignor, except that in the case of any such payment or credit received by the Assignor in the form of a check, draft or other negotiable instrument paid to the order of the Assignor, the Assignor shall endorse such check, draft or other instrument to the Assignee, without recourse, representation or warranty.

**SECTION 3
CLOSING CONDITIONS AND COVENANTS**

3.1. Time and Place of Closing. The Closing shall be held on the Closing Date, time being of the essence, at the offices of the Assignor at 100 Federal Street, Boston, Massachusetts or at such other place as is mutually agreed to in writing by the Assignor and the Assignee.

3.2. Assignor's Closing Responsibilities. Upon receipt of the Purchase Price, the Assignor shall deliver to the Assignee:

- (a) each original promissory note listed on **Schedule A** or, if an original promissory note is lost or otherwise not in the Assignor's possession, an affidavit of lost instrument, together with a copy of such promissory note, endorsed to the Assignee on the face thereof or, at the Assignor's option, pursuant to an Allonge, duly executed by the Assignor, substantially in the form attached hereto as **Schedule B**; and

- (b) originals (to the extent available) or copies of all other items listed under items 1 to 8 on **Schedule A**.

3.3. Assignee's Closing Responsibilities. On the Closing Date, the Assignee shall pay to the Assignor the full unpaid balance of the Purchase Price, in U. S. Dollars, either in cash, certified check payable to the order of the Assignor without intervening endorsements, or by confirmed wire transfer, in immediately available funds.

3.4. Transfer and Recordation Taxes; Responsibility for Recording. The Assignee shall promptly and diligently record, at the Assignee's sole expense, all assignments and notices necessary to effect the transaction described in this Agreement. The Assignee shall be responsible for, and shall pay when due and payable, all transfer, filing and recording fees and taxes, costs and expenses, and any State or County documentary taxes, if any, with respect to the filing or recording of any document or instrument contemplated hereby. The Assignee shall bear sole responsibility for recording all assignments, instruments or other documents delivered to the Assignee pursuant to this Agreement. The Assignee hereby indemnifies and holds the Assignor harmless from and against any and all claims, liability, costs, and expenses arising out of or in connection with the failure of the Assignee to record such assignments and notices, and to pay any such amounts, on a timely basis.

3.5. Further Assurances. The Assignor and the Assignee shall execute and deliver to the other all such documents, and take such further actions as the other may reasonably deem necessary from time to time, to effect the assignment of the Loan Documents in accordance with the terms of this Agreement; provided that all such documents to be executed and actions to be taken by the Assignor, shall be without recourse, representation or warranty of any kind, except as expressly provided in **Section 4** of this Agreement; and provided, further that the covenant of the Assignor under this **subsection 3.5** shall terminate one hundred eighty (180) days after the Closing Date, without notice or action of any kind whatsoever; provided, however, that if any person shall claim that the assignment of the Assignor's interest in the Loan Documents as contemplated hereby is not effective for any reason, either before or after the expiry of such 180 day period, then, at the cost and expense of the Assignee, Assignor shall exercise such rights and remedies under the Loan Documents as Assignee may reasonably request, in each case, all for the benefit of the Assignee. In addition to the Ancillary Documents (as defined in the Loan Agreement) identified in items 1 to 8 of Schedule A hereto, Assignor shall review its files and provide the Assignee with an original or copy of each other Ancillary Document in its possession and each written notice or supplement delivered by Assignor or received by Assignor thereunder in the possession of Assignor, within 20 Business Days following the Closing Date.

SECTION 4 ASSIGNOR'S REPRESENTATIONS

The Assignor makes the following representations for the benefit of the Assignee as of the date of this Agreement:

4.1. Authority; Binding on the Assignor; Enforceability. The Assignor is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization. The Assignor has corporate powers adequate for the making and performing of this Agreement and has taken all corporate action required to make all other provisions of this Agreement the valid and enforceable obligations they purport to be. Each person executing this Agreement and any other instruments required to be delivered hereunder on behalf of the Assignor has been duly authorized by the Assignor to deliver such instruments.

4.2. Ownership of Loan Documents. The Assignor is the owner of an undivided legal and equitable interest in and to the Loan Documents and the Assignor has not previously assigned the Loan Documents, in whole or in part, to any other person or entity. The Assignor has not consented to any amendment, waiver or other modification of the Loan Documents or any release of any of the Collateral under the Supplemental Documents.

4.3. Loan Balance. The Loan Balance of the Loan as of August 22, 2003 is \$8,499,998.89. Accrued and unpaid interest and other Obligations (other than unpaid principal) under the Loan Agreement as of August 22, 2003 are \$227,039.77 as more particularly specified in Assignor's letter to Assignee dated the date hereof in respect of such amounts.

SECTION 5 ASSIGNEE'S REPRESENTATIONS

The Assignee makes the following representations for the benefit of the Assignor, as of the date of this Agreement:

5.1. Organizational Matters. The Assignee is duly formed or organized, validly existing, and is registered or qualified to conduct business in all other jurisdictions in which the failure to be so registered or qualified would materially and adversely affect the ability of the Assignee to perform the Assignee's obligations under this Agreement.

5.2. Authority and Enforceability. The Assignee has the power and authority to execute, deliver and perform this Agreement, and all related documents to which the Assignee is a party and has taken all necessary action to authorize such execution, delivery and performance.

5.3. Decision to Accept Agreement. The Assignee is a sophisticated investor and the Assignee's acceptance of this Agreement is based upon the Assignee's own independent, expert evaluation of the Loan Documents and other materials deemed relevant by the Assignee and the Assignee's agents and professional advisors. The Assignee acknowledges that certain internal or confidential documents and correspondence contained in the Assignor's files may have been excluded from the Loan Documents and, therefore, not subject to review by, or assignment to, the Assignee. The Assignee has not relied in entering into this Agreement upon any oral or written information from the Assignor or any of the Assignor's employees, attorneys, affiliates,

agents or representatives, other than the express representations of the Assignor contained in **Section 4** of this Agreement. The Assignee further acknowledges that no employee or representative of the Assignor has been authorized to make, and that the Assignee has not relied upon, any statements or representations other than those specifically contained in **Section 4** of this Agreement. Without limiting the generality of the foregoing, the Assignee acknowledges that part or all of the Collateral may be contaminated by hazardous waste or other environmental contaminants, and the Assignee has conducted, to the extent the Assignee and the Assignee's professional advisors deemed necessary, the Assignee's own analysis of all environmental matters. The Assignee has obtained knowledge and experience in financial and business matters, relating to the ownership and collection of loan assets, and the Assignee is capable of evaluating the merits and risks of investment in such assets. The Assignee acknowledges that the Loan Documents may have limited or no liquidity and the Assignee has the financial capability to hold the Loan Documents for an indefinite period of time and to bear the economic risks of, including a complete loss of the Assignee's investment in, the acquisition of the Loan Documents. The Assignee hereby waives any right or cause of action the Assignee might now or in the future have against the Assignor, or any prior holder of the Loan Documents, as a result of this Agreement; provided, however, that this waiver does not include any action taken by the Assignee as a result of the Assignor's failure to perform any express covenant of the Assignor contained in this Agreement.

5.4. No Financing Contingency. The Assignee either **(a)** has sufficient funds presently available to enable the Assignee fully to perform this Agreement or **(b)** has obtained binding commitments for such funds. The Assignee acknowledges and agrees that this Agreement is not contingent upon the Assignee obtaining any financing of any part of the Purchase Price.

5.5. No Tax Advice. The Assignee has performed its own analysis regarding the tax consequences of this Agreement and has consulted with such accounting and legal professionals as the Assignee has determined to be appropriate in connection with such analysis. The Assignee confirms that neither the Assignor, nor any of the Assignor's employees, officers, agents, attorneys or representatives have made any representations as to the taxation of this transaction or as to the filing by the Assignor of any forms or notices with the United States Internal Revenue Service with respect to any Obligor.

SECTION 6 ASSIGNMENT OF GUARANTY

6.1 Assignment of Guaranty. Subject to the satisfaction of the conditions in Section 3.3 of this Agreement, Assignor hereby assigns to Assignee, all of Assignor's rights as initial beneficiary of that certain Limited Guaranty dated as of December 20, 2000, made by Assignee for the benefit of Assignor, together with the other Loan Documents pursuant to the terms of this Agreement. Upon such assignment, Assignee shall have no further obligations to the Assignor in respect of the Loan Documents except pursuant to the express terms of this Agreement.

6.2 Release of Assignor. Subject to the satisfaction of the conditions in Section 3.2 of this Agreement, Assignee and each of its successors, assigns, predecessors, employees, agents, heirs, executors, as applicable, jointly and severally, release and forever discharge, only in regard to the Loan or the Loan Documents, Assignor, its subsidiaries, affiliates, officers, directors, employees, agents, attorneys, predecessors, successors and assigns, both present and former (collectively the "Bank Affiliates") of and from any and all manner of action and actions, cause and causes of action, suits, debts, controversies, damages, judgments, executions, claims and demands whatsoever, asserted or unasserted, in law or in equity, only in regard to the Loan or the Loan Documents, which exist against the Bank and/or Bank Affiliates as of the date hereof, whether or not presently suspected, contemplated or anticipated. Nothing contained in this Section 6.2 shall limit Assignee's rights against Assignor pursuant to the express terms of this Agreement.

SECTION 7

ASSIGNEE'S INDEMNIFICATION OF ASSIGNOR; RETURNED PAYMENTS

7.1. Assignee's Indemnification of Assignor. The Assignee and the Assignee's successors and assigns hereby jointly and severally indemnify, save and keep the Assignor, and any parent, subsidiary, participant, co-lender and affiliate of the Assignor, and their respective successors and assigns, harmless against any and all liabilities, Claims, actions or causes of action, assessments, losses, fines, penalties, costs, damages and expenses, including attorney's fees (including, without limitation, contingency or similar fee arrangements and the internally allocated cost of staff counsel) and expert witness fees, sustained or incurred by the Assignor, its parent, subsidiaries, participants, co-lenders or affiliates or their respective successors and assigns, as a result of, or arising out of, or by virtue of:

- (a) the inaccuracy of any representation or warranty made by the Assignee to the Assignor herein; or
- (b) a breach by the Assignee of any of the covenants of this Agreement to be performed by the Assignee; or
- (c) any and all liabilities arising out of any Claim based upon breach of contract by the Assignee or the tortious or unlawful acts or omissions of the Assignee in regard to the Loan, regardless of whether such Claim arose from facts occurring prior to or after the Closing Date; or
- (d) any and all liabilities arising out of any Claim made by Fibercore, Inc. or its successors or assigns against the Assignor with respect to the Loan, regardless of whether such Claim arose from facts occurring prior to or after the Closing Date, provided, however, that the Assignee's liability to the Assignor under this subsection (d) for actions or events occurring prior to the Closing Date shall be limited to the amount recovered by the

Assignee on the Loan from Fibercore, Inc. or its successors and assigns, and provided further, however, that the foregoing limitation shall not apply to any Claim made by Fibercore, Inc. or its successors or its assigns pertaining to the assignment of the Loan Documents contained herein, any dealings between Assignor and Assignee after the declaration of a default under the Loan Documents by Assignor or any actions which Assignor has taken or may take following the Closing Date at the direction of the Assignee pursuant to this Agreement.

Subject to the foregoing, the Assignor may defend any such Claim or cause of action brought or asserted against the Assignor arising out of any of the foregoing set forth in subsections (a)-(d) of this Section at the expense of the Assignee, with counsel designated by the Assignor. Assignor shall give Assignee prompt written notice of each such Claim. Alternatively, the Assignor may call upon the Assignee to defend any such action, subject, in the case of subsection (d) above, to the Assignee's recovery on the Loan, at the Assignee's sole cost and expense. The Assignee acknowledges and agrees that the Assignee's liability and obligations hereunder are (except as specifically provided in subsection (d)) unconditional, unlimited and shall continue in full force and effect at all times hereafter, including, without limitation, following any subsequent assignment by the Assignee of the Loan Documents, or any of them, unless specifically terminated in writing by a duly authorized officer of the Assignor.

7.2. Assignee's Duties With Respect to Returned Payment Amounts. No later than thirty (30) Business Days after the Assignor's transmission of notice to the Assignee specifying the existence of any Returned Payment Amount and requesting the Assignee to purchase the Assignor's claim against an Obligor for such Returned Payment Amount, the Assignee shall purchase from the Assignor such claim for such Returned Payment Amount, for cash, in an amount equal to one hundred percent (100%) of such Returned Payment Amount, together with interest, commencing on the date thirty (30) Business Days after the Assignor's transmission of such notice to the Assignee and ending on the date of such purchase, at the Prime Rate for commercial loans of the Assignor, as in effect from time to time, with such amounts to be paid to the Assignor by wire transfer of immediately available funds. The Assignor shall thereupon assign such claim to the Assignee, without recourse, representation or warranty of any kind, against receipt of such funds from the Assignee. The Assignor agrees to provide the Assignee with notice of any Returned Payment Amount promptly after any of the officers responsible for the Loan obtain actual knowledge thereof. The Assignor further agrees that the Assignee reserves the right to defend, at the Assignee's own cost and expense, the rescission of any such transfer or payment during the thirty (30) Business Day period referred to above. The Assignor shall not be entitled to recover for the same Returned Payment Amount under both Section 7.1(d) and Section 7.2 of this Agreement.

SECTION 8 ASSIGNOR'S REMEDIES

8.1. If, for any reason, after the Closing, the Assignee breaches or fails to perform any of the Assignee's covenants or obligations under this Agreement, then the Assignor shall be entitled to pursue any and all rights, remedies and other relief available to the Assignor for such breach or failure, including without limitation, any and all remedies at law or in equity.

SECTION 9 ASSIGNEE'S REMEDIES

9.1. If, during the period commencing immediately after the Closing and ending on the Business Day next preceding the day that is one hundred twenty (180) days after the Closing Date, time being of the essence, any of the Assignor's representations contained in **Section 4** hereof proves to have been materially inaccurate as of the Closing Date, which material inaccuracy proves to have had a Material Adverse Effect on the value of a Loan, then, during such period, the Assignee shall give written notice to the Assignor immediately upon the discovery of such material inaccuracy, and the Assignor shall have the right to cure such material inaccuracy during a period of ninety (90) days after receipt of such notice. (Any inaccuracy in the calculation of Obligations other than accrued interest pursuant to the second sentence of Section 4.3 shall not be deemed to have a Material Adverse Effect on the value of the Loan.) If such material inaccuracy is not duly cured, waived or consented to in writing by the Assignee within such ninety (90) day period, then the Assignor shall, within thirty (30) days thereafter, pay to the Assignee *the lesser of* (a) the Assignee's actual damages directly caused by such material inaccuracy; or (b) the Purchase Price, *minus* any payments of principal, interest, late charges or other sums received by the Assignee subsequent to the Closing with respect to the Loan, and *minus* an amount, determined in good faith by the Assignor and the Assignee, necessary to compensate the Assignor for any loss in value of the Loan caused by the acts, conduct or omissions of the Assignee; provided, however, that in such event Assignor shall have the option to refund the Purchase Price to the Assignee and to have all of the Loan Documents reassigned by Assignee to Assignor, without recourse, and to reinstate the provisions of that certain Limited Guaranty by Assignor described in Section 6.1 of this Agreement. In no event shall the Assignee be entitled to consequential, special or punitive damages, or legal fees for any breach of representation by the Assignor, or otherwise, under this Agreement. The Assignee agrees that the Assignee's remedies set forth in this **Section 9**, shall be the sole and exclusive remedies of the Assignee, and the Assignee shall not be entitled to any other rights, remedies or other relief, at law or in equity, for any misrepresentation, breach or failure of the Assignor relating to this Agreement, whether prior to, or subsequent to, the Closing Date.

SECTION 10 ASSIGNEE'S POST-CLOSING COVENANTS

10.1. Collection Practices. The Assignee will not violate any laws relating to unfair credit collection practices in connection with the Loan Documents. The Assignee hereby indemnifies the Assignor and agrees to hold the Assignor harmless from and against any and all claims, demands, losses, damages, penalties, fines, forfeitures, judgments, legal fees and any

other costs, fees, and expenses incurred by the Assignor as a result of any claim, demand or assertion that, after the Closing, the Assignor was in any way involved in or had in any way authorized any unlawful collection practices in connection with the Loan Documents. The Assignee agrees to notify the Assignor in writing within ten (10) days of notice or knowledge of any such claim, demand or assertion.

10.2. Reports to Taxing Authorities. The Assignee agrees to submit all Internal Revenue Service Forms and Information Returns with respect to the Obligor, and any applicable State-required returns and forms, to the extent required by applicable law, for the full year in which the Closing occurs and thereafter; provided, however, that the Assignor shall not be prohibited from submitting such Internal Revenue Service Forms and Information Returns with respect to the Obligor, and any applicable State-required returns and forms as the Assignor deems appropriate.

10.3. Assumption of Obligations. The Assignee agrees to be bound, after the Closing, by the terms of the Loan Documents and hereby assumes, as of the Closing, all obligations of the Assignor thereunder.

10.4. Reimbursement for Use of Assignor's Agents. In the event of litigation with respect to a Loan in which the Assignor, or any of the Assignor's employees, agents or attorneys, are requested or required, by subpoena, court order, or otherwise, to perform any acts, including but not limited to testifying in litigation, preparing responses to subpoenas or other legal process or pleadings, and/or performing any review of public or private records such as tracing funds, whether said litigation is commenced by the Assignee, any successor holder or owner of any of the Loan Documents, any Obligor, or any other party, the Assignee shall indemnify and promptly reimburse the Assignor for all reasonable and customary out of pocket costs and expenses incurred in connection therewith; provided, however, that the foregoing shall not extend to attorney's fees, costs or expenses incurred by the Assignor in connection with any dispute arising out of or relating to this Agreement.

10.5. Notice to Obligor of Agreement. The Assignee shall, immediately after the Closing, give notice of this Agreement to all Obligor, by certified United States Mail at (a) the most recent notice address of each of the Obligor provided in the Loan Documents, or (b) in the absence of a specified address in the Loan Documents for any Obligor, such Obligor's current or last known address of record. A copy of any and all notices of transfer, and the return receipt thereof, shall be delivered to the Assignor upon completion of the notification process, but in no event later than ten (10) days after the Closing Date.

10.6. Notice of Claim. The Assignee shall promptly notify the Assignor of any Claim, threatened Claim, litigation, or threatened litigation against the Assignor or any prior holder of the Loan Documents which shall, at any time, come to the Assignee's attention, relating to a Loan.

10.7. Release by Obligor. In the event that the Assignee reaches a resolution of a Loan with any Obligor, through litigation or otherwise, and in connection with such resolution

Assignee receives a release of liability from such Obligor, then the Assignee shall at such time use reasonable efforts to obtain from such Obligor a complete release of liability of the Assignor, its parent, subsidiaries, affiliates, agents, officers and employees and deliver an original of such release to the Assignor within five (5) days of obtaining same; or, if resolution is reached with any Obligor through a stipulated judgment, and in connection with such stipulation Assignee receives a release of liability from such Obligor, the Assignee shall use reasonable efforts to include in such stipulation a complete release of liability of the Assignor, its parent, subsidiaries, affiliates, agents, officers and employees, or a covenant by such Obligor not to sue the Assignor, its parent, subsidiaries, affiliates, agents, officers and employees and deliver a copy of such stipulation to the Assignor within five (5) days of obtaining the same.

SECTION 11 NOTICES

Unless otherwise provided herein, all notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered, if sent by registered or certified United States mail (return receipt requested), if delivered personally, or if sent by overnight mail or overnight courier, to the parties at the addresses set forth in the first paragraph of this agreement (or at such other addresses as shall be specified by like notice).

The giving of any notice required hereunder may be waived in writing by the party entitled to receive such notice. The failure or delay in delivering copies of any notice, demand, request, consent, approval, declaration or other communication within any corporation or firm to the persons designated to receive copies shall in no way adversely affect the effectiveness of such notice, demand, request, consent, approval, declaration or other communication.

SECTION 12 MISCELLANEOUS PROVISIONS

12.1. Severability. Each part of this Agreement is intended to be severable. If any term, covenant, condition or provision hereof is unlawful, invalid, or unenforceable for any reason whatsoever, and such illegality, invalidity, or unenforceability does not affect the remaining parts of this Agreement, then all such remaining parts hereof shall be valid and enforceable and shall have full force and effect as if the invalid or unenforceable part had not been included.

12.2. Amendment. This Agreement may not be amended except by an instrument in writing signed by a duly authorized representative of each of the parties hereto.

12.3. Headings. The headings contained in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

12.4. Construction. Unless the context otherwise requires, singular nouns and pronouns, when used herein, shall be deemed to include the plural of such noun or pronoun, pronouns of one gender shall be deemed to include the equivalent pronoun of the other gender and references to a particular Section or Schedule shall be deemed to mean the particular Section of this Agreement and any Schedule attached hereto. The parties acknowledge that each party and its counsel have reviewed this Agreement and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

12.5. Non-Assignability. This Agreement and the terms, covenants, conditions, provisions, obligations, undertakings, rights and benefits hereof, including the Schedules hereto, shall be binding upon and shall inure to the benefit of the undersigned parties and their respective heirs, executors, administrators, representatives and assigns. The Assignee shall not assign this Agreement, or any of the Assignee's rights, powers, duties or obligations hereunder to any person other than an affiliate of Assignee, without the prior written consent of the Assignor (which consent shall not be unreasonably withheld). Nothing in this Section 12.5 shall limit the right of the Assignee to assign its interest in the Loan Documents, or any one of them, pursuant to the terms thereof or applicable law.

12.6. Prior Understandings; Integrated Agreement. This Agreement supersedes any and all prior discussions and agreements, written or oral, between the Assignor and the Assignee with respect to the assignment of the Loan Documents and other matters contained herein, and this Agreement contains the sole, final and complete expression and understanding between the Assignor and the Assignee with respect to the transactions contemplated herein.

12.7. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument.

12.8. Survival. Each and every representation, warranty and covenant herein made by the Assignor and the Assignee shall survive the Closing, and shall not merge into any document executed as part of the Closing, but instead shall be independently enforceable except to the extent expressly limited in **Section 9.1**.

12.9. Governing Law; Jurisdiction and Venue.

- (a)** This Agreement shall be construed, and the rights and obligations of the Assignor and the Assignee hereunder determined, in accordance with the substantive laws of the Commonwealth of Massachusetts, without regard to conflict of law principles.
- (b)** For purposes of any suit, action, or proceeding involving this Agreement, the Assignor and the Assignee hereby expressly submit to the jurisdiction of all Federal and State Courts sitting in the Commonwealth of Massachusetts.

- (c) The Assignee hereby irrevocably waives any objection that the Assignee may now or hereafter have to the laying of venue of any suit, action or proceeding arising out or relating to this Agreement brought in any Federal or State Court sitting in the Commonwealth of Massachusetts and hereby irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient form.

12.10. No Third-Party Beneficiaries. No person, organization or association other than the Assignor and the Assignee shall have any rights or claims under this Agreement. This Agreement shall confer no rights upon any Obligor.

12.11. WAIVER OF JURY TRIAL. THE ASSIGNOR AND THE ASSIGNEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT AND AGREE THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

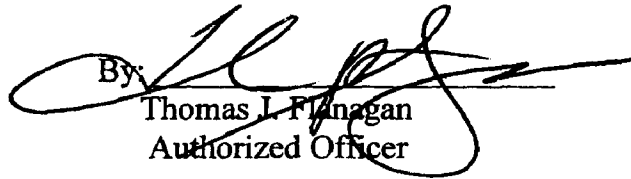
SCHEDULE A

1. **\$10,000,000 Revolving Credit Note dated December 20, 2000, made by Fibercore, Inc. ("Fibercore") to Fleet National Bank ("Assignor").**
2. **Loan Agreement, dated as of December 20, 2000, between Fibercore and Bank.**
3. **Security Agreement (Multiple Collateral) dated as of December 20, 2000, between Fibercore and Bank.**
4. **Pledge and Security Agreement dated as of December 20, 2000, between Fibercore and Bank.**
5. **Collateral Assignment of Patents and Trademarks and Security Agreement, dated as of December 20, 2000, between Fibercore and Bank.**
6. **Limited Guaranty dated as of December 20, 2000 made by Tyco International Group, S.A. ("Assignee") in favor of Assignor.**
7. **UCC 1 Financing Statements, filed 6/28/02 with the Secretary of State of the State of Nevada, numbers 2002017124-7, 2002017125-9 and 2002017126-1.**
8. **Irrevocable Stock or Bond Power with respect to 1,430,000 shares of common stock of FiberCore Jena A.G, together with the stock certificate evidencing such shares.**
9. **Each other Ancillary Document (as defined in the Loan Agreement).**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ASSIGNOR:

FLEET NATIONAL BANK

By: 
Thomas J. Flanagan
Authorized Officer

ASSIGNEE:

TYCO INTERNATIONAL GROUP S.A.

By: _____

TITLE

(Duly Authorized)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ASSIGNOR:

FLEET NATIONAL BANK

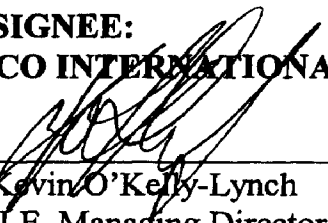
By: _____

Thomas J. Flanagan
Authorized Officer

ASSIGNEE:

TYCO INTERNATIONAL GROUP S.A.

By: _____


Kevin O'Kelly-Lynch
TITLE Managing Director
(Duly Authorized)

**Allonge to Revolving Credit Note
dated December 20, 2000
of Fibercore, Inc.
Originally Payable to the Order of Fleet National Bank
in the original principal amount of \$10,000,000.00**

For value received, pay to the order of TYCO INTERNATIONAL GROUP S.A. (the "Assignee"), WITHOUT RECOURSE AND WITHOUT ANY REPRESENTATION OR WARRANTY, EITHER EXPRESSED OR IMPLIED IN FACT OR BY LAW, subject to, and in accordance with, the terms of that certain Loan Purchase and Sale Agreement between FLEET NATIONAL BANK and the Assignee dated as of August 22, 2003.

Witnesses:

Ray G. Campbell

FLEET NATIONAL BANK

By: 

Authorized Officer

T.J. Flanagan

COMMONWEALTH OF MASSACHUSETTS)

)

ss. _____

COUNTY OF SUFFOLK)

On this the 29th day of August, 2003, before me, the undersigned officer, personally appeared Thomas J. Flanagan, an Authorized Officer of Fleet National Bank, signer of the foregoing instrument, and acknowledged the same to be his/her free act and deed as such officer and the free act and deed of said bank, before me.

Maria G. Rosario

Maria G. Rosario

Notary Public

My Commission Expires: 12/22/06

Seal:

\\FDN\134213.2

SCHEDULE B

**Allonge to Revolving Credit Note
 dated December 20, 2000
 of Fibercore, Inc.
 Originally Payable to the Order of Fleet National Bank
 in the original principal amount of \$10,000,000.00**

For value received, pay to the order of TYCO INTERNATIONAL GROUP S.A. (the "Assignee"), WITHOUT RECOURSE AND WITHOUT ANY REPRESENTATION OR WARRANTY, EITHER EXPRESSED OR IMPLIED IN FACT OR BY LAW, subject to, and in accordance with, the terms of that certain Loan Purchase and Sale Agreement between FLEET NATIONAL BANK and the Assignee dated as of August 22, 2003.

Witnesses:

Ray G. Campbell

FLEET NATIONAL BANK

By: [Signature]
 Authorized Officer
 T.J. Flanagan

COMMONWEALTH OF MASSACHUSETTS)
)
 COUNTY OF SUFFOLK)

ss. _____

On this the 20th day of August, 2003, before me, the undersigned officer, personally appeared Thomas J. Flanagan, an Authorized Officer of Fleet National Bank, signer of the foregoing instrument, and acknowledged the same to be his/her free act and deed as such officer and the free act and deed of said bank, before me.

Maria G. Rosario
 Maria G. Rosario
 Notary Public
 My Commission Expires: 12/22/06
 Seal:

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID # _____

Correction of PTO Error
Reel # _____ Frame # _____

Corrective Document
Reel # _____ Frame # _____

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other _____

Effective Date
Month Day Year
12 19 00

Conveying Party

Mark if additional names of conveying parties attached

Name FIBERCORE, INC.

Execution Date
Month Day Year
12 19 00

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Nevada

RECEIVED
2002 JUL -1 PM 12:19
ASSIGNMENTS DIV.

Receiving Party

Mark if additional names of receiving parties attached

Name FLEET NATIONAL BANK

DBA/AKATA _____

Composed of _____

Address (line 1) 100 FEDERAL STREET

Address (line 2) _____

Address (line 3) BOSTON

MA

02110

City

State/Country

Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practices. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

EXHIBIT

tabbies

A

TRADEMARK

REEL: 002838 FRAME: 0418

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="76060643"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76060316"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75432789"/>	<input type="text"/>	<input type="text"/>

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

FIBERCORE, INC.

By: STEVEN PHILLIPS
Name of Person Signing

[Signature]
Signature

12-19-00
Date Signed

Its: CFO/TREASURER

**COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS
AND SECURITY AGREEMENT**

This Assignment is made as of the 20th day of December, 2000 between FIBERCORE INC., a Nevada corporation with its principal place of business at 253 Worcester Road, Charlton, Massachusetts 01507 ("Assignor") and FLEET NATIONAL BANK, a national banking association with an office at 100 Federal Street, Boston, Massachusetts 02110 ("Bank").

BACKGROUND. This Assignment is executed and delivered to the Bank as one of the Supplemental Documents referred to in a Loan Agreement dated of even date herewith by and between the Assignor and the Bank (as amended from time to time, the "Loan Agreement") and shall not be effective, and no security interest created hereunder shall attach, until the Bank makes an election under Section 9.02 of the Loan Agreement. Assignor has executed and delivered to the Bank a certain Revolving Credit Note dated of even date herewith in the principal amount of Ten Million and 00/100 Dollars (\$10,000,000.00) pursuant to the Agreement. In order to induce Bank to execute and deliver the Loan Agreement, Assignor has agreed to assign to Bank certain patent and trademark rights.

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with Bank as follows:

1. To secure the complete and timely satisfaction of all Obligations (such term, as used herein, shall have the same meaning as provided in the Loan Agreement) of the Assignor to the Bank, Assignor hereby assigns, pledges and grants to the Bank a continuing security interest in and to the Assignor's right, title and interest in and to the patent applications, patents, trademarks and trademark applications listed in Exhibit A hereto, including without limitation 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 corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively, the "Patents and Trademarks").

2. Assignor covenants and warrants that:

(a) The Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) To the best of Assignor's knowledge, each of the Patents and Trademarks is valid and enforceable and Assignor has notified Bank in writing of all prior art (including public uses and sales) of which it is aware;

(c) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents and Trademarks, free and clear of any liens, charges and encumbrances, including without limitation licenses, shop rights and covenants by Assignor not to sue third persons; and

(d) Assignor has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained.

3. Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement without receiving fair value in royalty payments or other consideration) which is inconsistent with Assignor's obligations under this Agreement, without Bank's prior written consent which shall not be unreasonably withheld or delayed.

4. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any new patentable inventions, or become entitled to the benefit of any patent application, patent, trademark or trademark applications for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent and Trademark or any improvement on any Patent and Trademark, the provisions of paragraph 1 shall automatically apply thereto and Assignor shall give to Bank prompt notice thereof in writing.

5. Assignor authorizes Bank to modify this Agreement by amending Exhibit A to include any future patents and patent applications, trademarks and trademark applications which are Patents and Trademarks under paragraph 1 or paragraph 4 hereof.

6. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Loan Agreement) beyond any applicable cure period, Bank hereby grants to Assignor the exclusive, non-transferable right and license to make, have made, use and sell the inventions disclosed and claimed in the Patents and Trademarks for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense without receiving fair value in royalty payments or other consideration under, the license granted to Assignor in this paragraph 6, without the prior written consent of Bank, which consent shall not be unreasonably withheld.

7. If any Event of Default shall have occurred and be continuing beyond any applicable cure period, Assignor's license under the Patents and Trademarks as set forth in paragraph 6, may at the election of the Bank be terminated forthwith, and Bank shall have, in addition to all other rights and remedies given it by this 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 Patents and Trademarks may be located and, without limiting the generality of the foregoing, Bank may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Massachusetts or elsewhere, the whole or from time to time any part of the Patents and Trademarks, or any interest which Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents and Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of

such proceeds toward the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to Assignor. Notice of any sale or other disposition of the Patents and Trademarks shall be given to Assignor at least five (5) days before the time of any intended public or private sale or other disposition of the Patents and Trademarks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any of the Notes or Bank may, to the extent permissible under applicable law, purchase the whole or any part of the Patents and Trademarks sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

8. At such time as Assignor shall completely satisfy all of the Obligations, Bank shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents and Trademarks, subject to any disposition thereof which may have been made by Bank pursuant hereto.

9. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Bank in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining, preserving the Patents and Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents and Trademarks, shall be borne and paid by Assignor on demand by 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 Loan Agreement.

10. Assignor shall have the duty, through counsel acceptable to Bank, to prosecute diligently any patent application of the Patents and Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make application on unpatented but patentable inventions and to preserve and maintain all rights in patent applications and patents of the Patents and Trademarks. Any expenses incurred in connection with such an application shall be borne by Assignor. Assignor shall not abandon any right to file a patent application, or any pending patent application or patent without the consent of Bank, which consent shall not be unreasonably withheld.

11. Bank shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Patents and Trademarks and any license thereunder, in which event Assignor shall at the request of Bank do any and all lawful acts and execute any and all proper documents required by Bank in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Bank for all reasonable costs and expenses incurred by Bank in the exercise of its rights under this paragraph 11.

12. No course of dealing between Assignor and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, 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 thereof or the exercise of any other right, power or privilege.

13. All of Bank's rights and remedies with respect to the Patents and Trademarks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

14. 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.

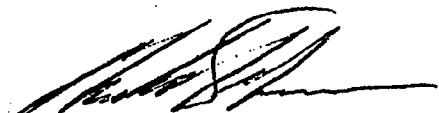
15. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 5.


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

17. 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 Massachusetts.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized officer(s) under seal as of the day and year first-above written.

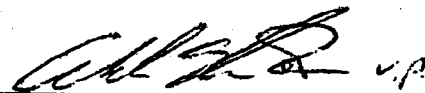
FIBERCORE, INC.


Witness CHARLES DE LUCA

By: 
Name: STEVEN PHILLIPS
Title: CEO / DIRECTOR

FLEET NATIONAL BANK

Margaret M. Small
Witness

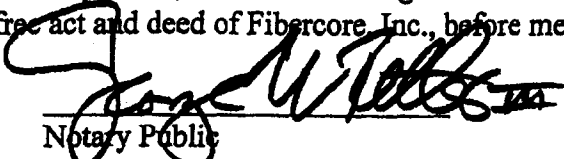
By: 
Name: Alden Harris
Title: Vice President

THE COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

December 19, 2000

Then personally appeared the above-named STEVEN PHILLIPS, TREASURER of Fibercore, Incorporated, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Fibercore, Inc., before me.



Notary Public

My Commission Expires:

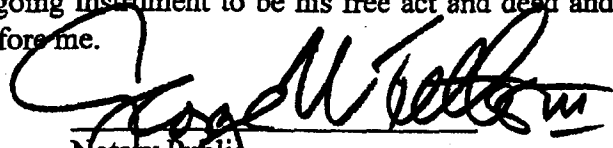
GEORGE W. TETLER, III
NOTARY PUBLIC
MY COMMISSION EXPIRES
NOVEMBER 20, 2003

THE COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

December 19, 2000

Then personally appeared the above-named Alden F. L. Harris, II, Vice President of Fleet National Bank, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Fleet National Bank, before me.



Notary Public

My Commission Expires:

GEORGE W. TETLER, III
NOTARY PUBLIC
MY COMMISSION EXPIRES
NOVEMBER 20, 2003

Exhibit A

US Trademark Application No. 76/060,643 Filed: May 31, 2000 - INFOGLAS

US Trademark Application No. 76/060,316 Filed: May 31, 2000 - ECONOGRADE

US Trademark Application No. 75/432,789 Filed: September 7, 1999 - VALUGRADE

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