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12-08-2003



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REGISTRATION 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):

Fechtor, Detwiler & Co., Inc.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other License Agreement

Execution Date: 10/24/03

2. Name and address of receiving party(ies)

Name: BlueFin Research Partners, Inc.

Internal Address: Suite 2510

Street Address: 75 State Street

City: Boston State: MA Zip: 02109

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

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

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

A. Trademark Application No.(s) 78262300 78262288; 76351512; 76324808; 76324437

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Eileen Sullivan

Internal Address: Bingham McCutchen LLP

Street Address: 150 Federal Street

City: Boston State: MA Zip: 02110

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:

500927

DO NOT USE THIS SPACE

9. Signature.

David O. Johanson

Name of Person Signing

Signature

December 4, 2003

Date

12/08/2003 MAILER 00000031 78262300

Total number of pages including cover sheet, attachments, and document: 113

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

01 FC:8521 02 FC:8522

40.00 100.00

TRADEMARK REEL: 002874 FRAME: 0240

TRADEMARK AND SERVICE MARK LICENSE AGREEMENT

BlueFin Research Partners, Inc. ("BlueFin") and Fechtor, Detwiler & Co., Inc. ("Fechtor") (each a "Party" and, collectively, the "Parties") hereby enter into this Trademark and Service Mark License Agreement (collectively, the "Agreement"), effective as of October 24, 2003 (the "Effective Date").

Whereas, Fechtor is the applicant in United States service mark application Serial No. 76/324,437 for COMING FROM THE CHANNEL; and

Whereas, BlueFin filed a notice of opposition against Fechtor's United States service mark application Serial No. 76/324,437 for COMING FROM THE CHANNEL, Opposition No. 91154130; and

Whereas, Fechtor is the applicant in United States service mark application Serial No. 76/324,808 for CHANNEL NOTES; and

Whereas, BlueFin filed a notice of opposition against Fechtor's United States trademark application Serial No. 76/324,808 for CHANNEL NOTES, Opposition No. 91156582; and

Whereas, Fechtor is the applicant in United States service mark application Serial No. 76/351,512 for A GRASS ROOTS APPROACH TO INVESTING; and

Whereas, BlueFin filed a notice of opposition against Fechtor's United States service mark application Serial No. 76/351,512 for A GRASS ROOTS APPROACH TO INVESTING, Opposition No. 91156217; and

Whereas, Fechtor is the applicant in United States service mark applications Serial Nos. 78/262,288 and 78/262,300 for THE CHANNEL REPORT, and BlueFin has indicated an intention to file, on a timely basis, a notice of opposition against Fechtor's United States trademark and service mark application Serial Nos. 78/262,288 and 78/262,300 for THE CHANNEL REPORT;

Now, therefore, in consideration of the foregoing and of the covenants and promises set forth in this Agreement, and in exchange for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby settle, release and agree as follows:

1. **Definitions.**

a. "Affiliates" with respect to BlueFin and Fechtor shall mean:

(i) Any entity, operating in the securities industry or engaged in a business in the same or related fields as any of the businesses of Blackfin Research

Co., Inc. ("Blackfin"), BlueFin or Fechter (each, a "Corporate Party") (as such businesses may change or expand from time to time) of which at least a majority of the voting or beneficial equity interest is owned (directly or indirectly) by such Corporate Party (including but not limited to, in the case of BlueFin, Blackfin); and

(ii) Any entity, operating in the securities industry or engaged in a business in the same or related fields as any of the businesses of the Corporate Parties (as such businesses may change or expand from time to time), whose owners (direct or indirect) of at least a majority of the voting or beneficial equity interest also own (directly or indirectly) at least a majority of the voting or beneficial equity interest in such Corporate Party; and

(iii) Any entity, operating in the securities industry or engaged in a business in the same or related fields as any of the businesses of the Corporate Parties (as such businesses may change or expand from time to time), which owns (directly or indirectly) at least a majority of the voting or beneficial equity interest in such Corporate Party.

- b. "Marks" shall mean the following trademark and service marks:
COMING FROM THE CHANNEL, CHANNEL NOTES, A GRASS ROOTS APPROACH TO INVESTING, and THE CHANNEL REPORT.

2. **Grant of License.** Subject to the terms of this Agreement, Fechter grants to BlueFin a perpetual non-exclusive and royalty-free license to use the Marks in connection with (i) the production, marketing, and sales (A) of printed publications and periodical publications in the fields of finance, securities, financial and securities markets, investments and investment banking, and (B) of on-line publications and providing information on-line and via electronic means in the fields of finance, securities, financial and securities markets, investments and investment banking; (ii) the conduct of financial research services in the fields of business, finance, securities, financial and securities markets, investments and investment banking, within the United States; and (iii) the conduct of any related business activities. Fechter shall promptly record a copy of this Agreement with the United States Patent and Trademark Office ("PTO").

3. **Sublicenses.** BlueFin and Fechter each retain the right to use the Marks and to license the Marks to Affiliates of BlueFin and Fechter, respectively, without the prior consent of the other Party. Fechter shall not license the Marks to third parties (other than to Affiliates of Fechter) without the prior written consent of BlueFin. BlueFin shall not sublicense the Marks to third parties (other than to Affiliates of BlueFin) without the prior written consent of Fechter.

4. **Title.** BlueFin acknowledges that Fechter has title to the Marks, and that the Marks are valid.

5. **Use of the Marks.** The rights to use the Marks of Fechtor and BlueFin in this Agreement are subject to the following conditions:

a. After the Marks are registered with the PTO, Fechtor and BlueFin shall display with the Marks any such trademark, service mark and other symbol or notices sufficient to provide reasonable notice to third parties of the Marks' registered status. Such symbol or notices need not be displayed with each use of each Mark, but rather need only be displayed with sufficient frequency and prominence to provide reasonable notice of the Marks' registered status.

b. Neither Fechtor nor BlueFin shall (and Fechtor and BlueFin shall cause their respective Affiliates not to) do any of the following: (i) use the Marks as part of, or in conjunction with, any other names, marks, logos, or designs without the other Party's (Fechtore's or BlueFin's, as the case may be) prior written approval; (ii) use the Marks or any confusingly similar marks, terms or designs, except as expressly authorized in this Agreement; (iii) take any actions inconsistent with BlueFin's or Fechtore's rights in the Marks and any associated registrations, or attack the validity of the Marks, or any of the terms of this Agreement, or (iv) assist any third party to do any of the foregoing.

c. Notwithstanding any provision hereof, Fechtore's and BlueFin's (and their respective Affiliates') current uses of the Marks, representative samples of which are as set forth in Exhibit 1 hereof, are acknowledged to be in full compliance with the terms and conditions of this Agreement.

6. **Quality Control and Samples.**

a. BlueFin and Fechtore each agrees that it will use (and will cause any Affiliate sublicensees or licensees to use) the Marks in connection with products and services of a quality at least comparable to that of the products and services that such Party (BlueFin or Fechtore, as the case may be) provides as of the date of this Agreement and, in any case, that each Party (and any Affiliate sublicensees or licensees) will use the Marks in connection with products and services of professional quality such that the Marks and associated goodwill are not maligned, tarnished, diluted or otherwise diminished in value.

b. Upon Fechtore's written request, but no more than once per calendar year, BlueFin shall provide Fechtore with representative examples of uses of the Marks as actually used by BlueFin (and any Affiliate sublicensees).

7. **Infringement Proceedings.**

a. Each Party will inform the other Party promptly in writing of any alleged (i) unauthorized use by third parties of the Marks, or of confusingly similar marks, terms or designs, which comes to the attention of the notifying Party, and (ii) any action commenced or threatened against either Party (or its Affiliates) in connection with its use of the Marks.

b. Fechter will have the right, but not the obligation, at its cost to bring any infringement action related to infringements of the Marks by a third party. In such event, BlueFin will have the right, but not the obligation, to participate at its own expense.

c. If within ninety (90) calendar days after having been notified of an alleged infringement of the Marks, Fechter has not brought an infringement action, then BlueFin will have the right, but will not be obligated, to prosecute at its own expense any action with respect to such allegations against such third party. In such event, Fechter will have the right, but not the obligation, to participate at its own expense.

d. If any recovery is obtained in any infringement action commenced under this provision, such recovery shall be allocated pro rata to each participating Party proportional to the expenses incurred by each such Party in connection with its participation in the action.

e. Such Party commencing such infringement action shall, if the other Party elects not to participate in such action, indemnify the non-participant Party from any and all liability, judgments, costs and attorney's fees.

f. If on account of use of any of the Marks by either Party (or such Party's Affiliates), an action for infringement or unfair competition is brought against that Party, such Party is responsible to defend against any such action and pay its own attorneys' fees, costs and expenses. The other Party has the right to participate in such action at its own expense.

8. **Term of Agreement.** This Agreement shall take effect as of the Effective Date and shall remain in effect until terminated in accordance with the terms hereof or by written agreement of the Parties.

a. If BlueFin does not use any Mark, in accordance with the terms hereof, during any period of three consecutive years following the effective date of this Agreement, and Fechter does use such Mark during such period of time, BlueFin's license granted under this Agreement solely with respect to such Mark shall terminate. If Fechter does not use any Mark, in accordance with the terms hereof, during any period of three consecutive years following the effective date of this Agreement and BlueFin does use such Mark during such period of time, Fechter will, promptly upon receipt of BlueFin's written request after such period of time, assign to BlueFin all of Fechter's rights in such Mark, through the execution of an assignment agreement in substantially the form attached hereto as Exhibit 2.

b. If BlueFin uses any of the Marks in violation of this Agreement, Fechter will notify BlueFin, in writing, of such violation, specifying with reasonable particularity the Mark and the product(s) and/or service(s) associated with the violation, and BlueFin will have sixty (60) calendar days to cure such violation to the reasonable

satisfaction of Fechtor. If such violation is not so cured, a conference will be promptly convened among the senior executive officers of BlueFin and Fechtor who shall endeavor in good faith to resolve the dispute. If the dispute is not resolved within thirty (30) calendar days of such settlement conference, Fechtor may utilize the dispute resolution mechanisms pursuant to Section 18 of this Agreement.

c. If Fechtor uses any of the Marks in violation of this Agreement, BlueFin will notify Fechtor, in writing, of such violation, specifying with reasonable particularity the Mark and the product(s) and/or service(s) associated with the violation, and Fechtor will have sixty (60) calendar days to cure such violation to the reasonable satisfaction of BlueFin. If such violation is not so cured, a conference will be promptly convened among the senior executive officers of BlueFin and Fechtor who shall endeavor in good faith to resolve the dispute. If the dispute is not resolved within thirty (30) calendar days of such settlement conference, BlueFin may utilize the dispute resolution mechanisms pursuant to Section 18 of this Agreement.

9. **Indemnification.**

a. BlueFin shall indemnify, defend and hold harmless Fechtor and its Affiliates, and their respective employees, representatives, directors, officers, agents and attorneys, from and against any and all costs, liabilities and expenses, including without limitation, interest, penalties, attorney and third party fees, and all amounts paid in the investigation, defense and/or settlement of any of the foregoing, that relate in any way to the manufacture, production, performance, design, sale, distribution, use or advertisement of products manufactured by or for BlueFin or its Affiliates and/or sold by BlueFin or its Affiliates, or services rendered by or for BlueFin or its Affiliates, notwithstanding any approval which may have been given by Fechtor regarding such products or services.

b. Fechtor shall indemnify, defend and hold harmless BlueFin and its Affiliates, and their respective employees, representatives, directors, officers, agents and attorneys, from and against any and all costs, liabilities and expenses, including without limitation, interest, penalties, attorney and third party fees, and all amounts paid in the investigation, defense and/or settlement of any of the foregoing, that relate in any way to the manufacture, production, performance, design, sale, distribution, use or advertisement of products manufactured by or for Fechtor or its Affiliates and/or sold by Fechtor or its Affiliates, or services rendered by or for Fechtor or its Affiliates, notwithstanding any approval which may have been given by BlueFin regarding such products or services.

10. a. If Fechtor intends to use any mark containing the word "channel" (or any derivative thereof, such as "channels" or "channeling", by the way of examples only) other than the Marks, then contemporaneously with its PTO application filing for or its commencement of use of such mark (whichever occurs earlier), Fechtor will provide BlueFin written notice of such intention. Upon delivery of such notice, any such mark will immediately be deemed to be incorporated into the definition of "Mark" as defined in and for the purposes of this Agreement and will be subject to the terms and conditions of this Agreement.

b. If BlueFin intends to use any mark containing the word “channel” (or any derivative thereof, such as “channels” or “channeling”, by the way of examples only), other than the Marks, then contemporaneously with its PTO application filing for or its commencement of use of such mark (whichever occurs earlier), BlueFin will provide Fechtor written notice of such intention. Upon delivery of such notice, BlueFin will grant to Fechtor a license to use such mark on terms and conditions identical to those set forth in this Agreement (and Exhibits hereto) with respect to the Marks, by executing and delivering to Fechtor a service mark License Agreement in the form attached hereto as Exhibit 3.

11. Each Party hereby represents, warrants and guarantees to the other that as of the date of this Agreement it has not used and has not applied for registration of any mark including the word “channel” (or any derivative thereof, such as “channels” or “channeling”, by the way of examples only) other than the Marks.

12. Should either Party make any use of any trade or service mark, other than the Marks, which the other Party claims to own, then the Party that alleges ownership shall notify the other Party in writing of its ownership claim and if that Party ceases use of the mark within ninety (90) days after receipt of a written request to cease said use, the other Party shall suffer or incur no liability or cost to the Party alleging ownership. If, however, the alleged infringement continues beyond such 90-day period, the infringing Party will not cite the 90-day cure period as a basis for waiver, laches, acquiescence and/or estoppel or other defense in any action or proceeding by the other Party against the infringing Party.

13. Nothing in this Agreement shall preclude or limit either Party from making “fair use” of any present or future trademark or service mark registered by or used by the other Party (as the term “fair use” is construed under the United States Trademark Act (Lanham Act), as amended, 15 U.S.C. §§ 1051 et seq.

14. **Relation of the Parties.** Nothing in this Agreement shall be construed to create a relationship between the Parties of agency, partnership, or joint venturers, nor to render either Party liable for any debts or obligations incurred by the other. Neither Party is authorized to enter into agreements for or on behalf of the other, to collect any obligation due or owed to the other, accept service of process for the other, or to bind the other in any manner whatsoever.

15. **Assignment.** Either Party may assign or transfer its rights and obligations under this Agreement with the sale of all or substantially all of its assets, stock, or other merger or consolidation. Otherwise, neither Party may assign or transfer its rights or obligations under this Agreement, other than to an Affiliate of such Party, without the prior written consent of the other Party. Any purported assignment or transfer of this Agreement not in compliance with this Agreement shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

16. **Severability.** The invalidity or partial invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

17. **Reservation of Rights.** Each Party reserves all rights with respect to its use or registration as names, trade names, trademarks, or service marks, and its right to contest, challenge, or oppose the other Party's use or registration as names, trade names, trademarks, service marks or any names or marks, other than as expressly set forth herein.

18. **Choice of Law/Disputes/Forum.** This Agreement shall be construed under and enforced in accordance with the laws of the United States and the Commonwealth of Massachusetts. Any disputes regarding this Agreement shall result in a good faith settlement conference among the senior executive officers of each of the disputing Parties to be held no later than sixty (60) calendar days of the date upon which the dispute arose. If the dispute(s) cannot be resolved in this conference to the satisfaction of the each disputing Party, the Parties agree first to endeavor in good faith to settle the dispute by mediation administered by a mediator mutually agreed-upon by each of the disputing Parties before resorting to arbitration. Any disputing Party shall have the right to initiate mediation proceedings within thirty (30) calendar days of the date of the senior executives settlement conference which failed to resolve the dispute. In the event a mediation is terminated without the execution of a settlement agreement by the disputing Parties, the controversy, claim or dispute which was the subject of mediation, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Any disputing Party shall have the right to initiate arbitration proceedings within thirty (30) calendar days of the conclusion of the mediation which failed to resolve the dispute. Any mediation or arbitration shall take place in Boston, Massachusetts. Any arbitration will be brought before a three-person Arbitration Panel, consisting of a neutral umpire and two Party-appointed arbitrators (not affiliated or related to or having a family or business relationship with any of the Parties), one appointed by BlueFin and one appointed by Fechter. If the Parties, with the assistance of their Party-appointed arbitrators, cannot agree on a mutually acceptable umpire, that umpire will be selected pursuant to Rule 14 of the Commercial Arbitration Rules.

19. **Entire Agreement; Amendments; Counterparts.** This Agreement, together with the Settlement Agreement and Mutual General Release executed among the Parties as of the date hereof, constitute the entire agreement and understanding between the Parties with respect to its subject matter, is intended as a complete and exclusive statement of the terms of their agreement, and supersedes any prior or contemporaneous agreements or understandings relating to the subject matter hereof. This Agreement may not be amended, supplemented, or modified in any respect except by written agreement of each of Fechter and BlueFin, duly signed by their respective authorized representatives. This Agreement may be executed in one or more counterparts, each of

which shall be deemed an original, and all such counterparts together shall constitute but one and the same instrument.

20. **Waiver.** Either Party may specifically waive any breach of this Agreement by the other Party, but no such waiver shall be deemed effective unless in writing, signed by the waiving Party, and specifically designating the breach waived. No waiver shall constitute a continuing waiver of similar or other breaches. One Party's consent or approval of any act or omission by the other shall not be deemed to render unnecessary the consent to or approval of any subsequent act or omission by the other Party.

21. **Notice.** Any notice hereunder shall be in writing and shall be deemed received upon personal delivery, if so delivered; upon acknowledgment of receipt, if sent by facsimile; five (5) business days after having been deposited in the United States mail, first-class postage prepaid, registered or certified, return receipt requested; or on the next business day if sent for overnight delivery by a nationally recognized overnight delivery service, and in each case shall be addressed as set forth below or to such other address as one Party may designate to the other by written notice.

If to Fechtor: Stephen Z. Frank, Esq.
Fechtore Detwiler & Co., Inc.
20th Floor
225 Franklin Street
Boston, MA 02110

If to the BlueFin: Philip M. Giordano, Esq.
Giordano, Champa & Powers, LLP
75 State Street, Suite 2520
Boston, MA 02109

and

Kirk Teska, Esq.
Iandioro & Teska
260 Bear Hill Rd.
Waltham, MA 02451

22. **Headings.** The descriptive headings of this Agreement are for convenience only and do not constitute a part of the Agreement or affect its meaning or interpretation.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement under seal as of the date first written above.

BLUEFIN RESEARCH PARTNERS, INC.

By: *Sam Kutler*
Title: PRESIDENT
Date: 10/24/03

FECHTOR, DETWILER & CO., INC.

By: *Wt 1 //*
Title: Chief Legal Officer
Date: 10/21/03

EXHIBIT 1

Fechtor's Representative Samples of Uses of the Marks

LITDOCS:521143.1

TRADEMARK
REEL: 002874 FRAME: 0251


Fechtor, Detwiler & Co., Inc.
 INVESTMENT RESEARCH

March 31, 2001

"The Payback"

Jim Coleman
 Research Analyst
 617-747-0183
jcoleman@fede.com

I will be e-mailing this newsletter on a "when applicable" basis. We provide valuable financial research to our investors, and much of the information comes from our contacts in the semiconductor, contract manufacturing, distribution and broker channels. This is not a solicitation to sell stocks or securities, this is an attempt to repay or provide a "pooling" of information to help make investment decisions of your own with institutional quality research. If you do not wish to receive this newsletter, simply reply and type "remove". If you wish to receive the full research reports reply with which reports you would like to receive.

Technology stocks drifted lower Thursday as the market extended its slide amid profit worries and economic uncertainty. Weakness in software and storage stocks pressured the market, while personal-computer issues held on to slight gains.

Given the cold shoulder most initial public offerings are getting in this market, I'm surprised anyone even cares about another IPO—even one even one as large as Agere's. Unfortunately, the Lucent (LU-NYSE) spin-off operates in markets that are in a cyclical downturn. Agere makes optical components such as lasers, filters, and amplifiers, as well as semiconductors that are used to make communications equipment. Both areas have been growing extremely fast during the last couple of years, but the market has cooled considerably in the last six months. Several leading semiconductor companies expect revenue to drop 20% to 30% in this quarter, compared with the previous quarter. Conditions are only slightly better for optical components.

Agere is one of the largest in its field, with annual revenue last year of \$4.7 billion. Optoelectronics made up 26% of revenue, while semiconductors accounted for the remaining 74%. Agere focuses on optical components, communications semiconductors, and wireless LANs, but it still derives a substantial portion of its revenue from slower-growing areas such as chips for modems, wireless infrastructure, and disk drives. Despite the focus on these faster-growing areas, Agere's margins are still well below those of its competitors. Agere's advantage is that it can integrate optical components and semiconductors, something almost none of its competitors can claim.

Agere's parent, Lucent, can't seem to catch a break these days. Its main business, selling telecom equipment, is in a severe slump. On top of that, Lucent is burdened by debt. It's that combination—a business downturn and a highly levered balance sheet—that's forcing Lucent to spin off Agere. To lighten the load, Lucent will transfer \$2.5 billion of its debt to Agere during the spin-off. That's why Lucent executives are pushing the IPO so hard, despite the chilly environment. Company officials were hoping for a bounce in the stock market last week after the Fed's rate cut, and when that didn't happen, they cut the offering price in half.

Agere's IPO has plenty of risk, even without the market uncertainty. Lucent is Agere's largest customer, accounting for about 20% of sales, so much of Agere's fortunes will be tied to a turnaround by its parent. The company has a number of ultracompetitive rivals, such as Applied Micro Circuits, JDS-Uniphase, and PMC-Sierra. Then there's the matter of distribution of the shares that Lucent will still own after the IPO. Lucent will own 67% of the outstanding shares, which it intends to distribute by Sept. 30 to its shareholders. But Lucent's weakened financial state has forced it to secure business debt with Agere stock, a highly unusual move. If Lucent doesn't meet its debt obligations, it won't be allowed to distribute those shares, and Agere will remain a majority-owned division of Lucent. The lower offering price also means that Lucent can't retire as much debt as planned, probably forcing it to sell more assets before the final distribution can take place.

Finally, both semiconductor and optical-components industries are in the midst of a cyclical downturn. Agere has said it will report a significant loss for the first quarter. And while Agere had previously estimated that revenue would grow 27% this year, sources close to the IPO say the company is more likely to grow 6% this year. The latest out in the IPO price has made Agere more attractively valued. With a pricetag of \$6.50 per share, it is valued at a little more than two times last

The information contained herein, including any expression of opinion, has been obtained from, or is based upon, sources believed by us to be reliable, but is not guaranteed as to accuracy or completeness. This is not intended to be an offer to buy or sell or a solicitation of an offer to buy or sell, the securities or commodities, if any, referred to herein. From time to time we may act as principal in any security mentioned herein. Our firm and its officers and employees may from time to time have a position in one or more of the securities mentioned herein. This firm or one of its affiliates may from time to time have a position in one or more of the securities mentioned herein. The firm or one of its affiliates may from time to time perform investment banking or other services for, or solicit investment banking or other business from, any company mentioned in the study.

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year's sales and 24 times last year's earnings, adjusted for amortization and in-process R&D. The price is now more reasonable, but given the substantial risks, I'll pass for now.

The Nasdaq Composite Index slipped 33.59 to finish at 1820.54. Morgan Stanley's high-tech 35 Index shed 12.58 to 626.81, while the Dow Jones Internet Index fell 2.69 to 65.36.

The Nasdaq failed to recover from steep declines the previous session. The index fell 0% Wednesday after Nortel Networks lowered its outlook for the first quarter and withdrew its forecast for the year because of uncertain economic conditions. Dramatic changes to Palm's earnings guidance and a negative preannouncement from ADC Telecommunications added to the negative sentiment in tech land.

Channel Notes

ASM International: David vs. Goliath unfolding at Intel

Had you told me 3 months ago that ASM International (NASDAQ:ASMI) would be in the top spot at Intel to supply the critical Low-K Dielectric process tool and process of record, I would have been very skeptical. In fact, when I began hearing rumors two weeks ago that this was the case, I still paid little heed. But, now I'm here to tell you ASM International currently leads both Applied Materials (NASDAQ:AMAT) and Novellus (NASDAQ:NVLS) to get the nod for this business.

Well, so what?

The implementation of copper as an interconnect material is necessary to reach the next levels of device speed. To use copper, a different dielectric material is required. The current dielectric is Silicon Oxide, whose most common precursor is TEOS. This is not going to be on the exam; it is only important to remember that TEOS is inexpensive, relatively low in toxicity, and easy to process. Copper requires dielectric material referred to as Low-K dielectric. This is needed for a number of reasons including that of maintaining the speed advantage of copper.

Intel, arguably the world's largest consumer of dielectric material, has been applying Low-K dielectric using a liquid process known as "Spin-On," where the precursor, a product called "SILK"™ produced by Dow Chemical, is literally poured on to the spinning wafer and cured. This process works well and is cost-efficient up to about 8 to 9 layers. Past that a more traditional CVD application of dielectric seems to be required.

Earlier this year Intel began a run-off between the Applied Materials process called Black Diamond, the Novellus process called Coral, and to my surprise the ASM International process. In addition to producing a film with excellent qualities, the ASM process uses a precursor that will approach the price of TEOS when used in volume. The precursors for both the Applied and Novellus processes are projected to be quite a bit more expensive. Further, we have heard that the Novellus film was judged to be "too soft" for production use.

Should ASM hold on to their lead and become the process tool of record for Low-K dielectric deposition at Intel, they would immediately take the worldwide lead in that technology. This would deal a heavy blow to Novellus, who has already had several setbacks for their Low-K process.

In other channel checks today we have heard bad news for capital equipment suppliers hoping that expansion in the Optical Components segment would provide some relief from the semiconductor doldrums; Corning has begun canceling orders for equipment slated for delivery to their planned Nashua, NH facility which was slated for production of laser light-pumps later this year. We have been told that this "delay" would be for at least one year. Again, this is more significant than the "push-out" of a planned facility because equipment for this fab was already on order and will now be canceled off the backlog for the suppliers effected.

Our research notes are daily compilation of information we are hearing from the semiconductor/hardware/contract manufacturing channels. In regards to this information flow, we may not have investment opinions on the stocks mentioned. However, we believe this effort is one for us to provide objective, "value-added" information to our customers interested in technology stocks.

The information contained herein, including any expression of opinion, has been obtained from or is based upon sources believed by us to be reliable, but is not guaranteed as to accuracy or completeness. This is not intended to be an offer to buy or sell or a solicitation of an offer to buy or sell, the securities or commodities, if any, referred to herein. From time to time we may act as principal in any security mentioned herein. Our firm and/or its officers and employees may from time to time have a position in one or more of the securities mentioned herein. This firm or one of its affiliates may from time to time have a position in one or more of the securities mentioned herein. The Firm or one of its affiliates may from time to time perform investment banking or other services for, or solicit investment banking or other business from, any company mentioned in the study.

Fechter, Detwiler & Co., Inc. • 225 Franklin Street • Boston, MA 02110 • 617-451-0100

TRADEMARK
REEL: 002874 FRAME: 0254



Fechtor, Detwiler & Co., Inc. March 31, 2001
INVESTMENT RESEARCH

"The Payback"

Jim Coleman
Research Analyst
617-747-0183
jcoleman@fede.com

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Technology stocks drifted lower Thursday as the market extended its slide amid profit worries and economic uncertainty. Weakness in software and storage stocks pressured the market, while personal-computer issues held on to slight gains.

Given the cold shoulder most initial public offerings are getting in this market, I'm surprised anyone even cares about another IPO—even one as large as Agere's. Unfortunately, the Lucent (LU-NYSE) spin-off operates in markets that are in a cyclical downturn. Agere makes optical components such as lasers, filters, and amplifiers, as well as semiconductors that are used to make communications equipment. Both areas have been growing extremely fast during the last couple of years, but the market has cooled considerably in the last six months. Several leading semiconductor companies expect revenue to drop 20% to 30% in this quarter, compared with the previous quarter. Conditions are only slightly better for optical components.

Agere is one of the largest in its field, with annual revenue last year of \$4.7 billion. Optoelectronics made up 26% of revenue, while semiconductors accounted for the remaining 74%. Agere focuses on optical components, communications semiconductors, and wireless LANs, but it still derives a substantial portion of its revenue from slower-growing areas such as chips for modems, wireless infrastructure, and disk drives. Despite the focus on these faster-growing areas, Agere's margins are still well below those of its competitors. Agere's advantage is that it can integrate optical components and semiconductors, something almost none of its competitors can claim.

Agere's parent, Lucent, can't seem to catch a break these days. Its main business, selling telecom equipment, is in a severe slump. On top of that, Lucent is burdened by debt. It's that combination—a business downturn and a highly levered balance sheet—that's forcing Lucent to spin off Agere. To lighten the load, Lucent will transfer \$2.5 billion of its debt to Agere during the spin-off. That's why Lucent executives are pushing the IPO so hard, despite the chilly environment. Company officials were hoping for a bounce in the stock market last week after the Fed's rate cut, and when that didn't happen, they cut the offering price in half.

Agere's IPO has plenty of risk, even without the market uncertainty. Lucent is Agere's largest customer, accounting for about 20% of sales, so much of Agere's fortunes will be tied to a turnaround by its parent. The company has a number of ultracompetitive rivals, such as Applied Micro Circuits, JDS-Uniphase, and PMC-Sierra. Then there's the matter of distribution of the shares that Lucent will still own after the IPO. Lucent will own 67% of the outstanding shares, which it intends to distribute by Sept. 30 to its shareholders. But Lucent's weakened financial state has forced it to secure business debt with Agere stock, a highly unusual move. If Lucent doesn't meet its debt obligations, it won't be allowed to distribute those shares, and Agere will remain a majority-owned division of Lucent. The lower offering price also means that Lucent can't retire as much debt as planned, probably forcing it to sell more assets before the final distribution can take place.

Finally, both semiconductor and optical-components industries are in the midst of a cyclical downturn. Agere has said it will report a significant loss for the first quarter. And while Agere had previously estimated that revenue would grow 27% this year, sources close to the IPO say the company is more likely to grow 6% this year. The latest out in the IPO price has made Agere more attractively valued. With a pricetag of \$6.60 per share, it is valued at a little more than two times last

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year's sales and 24 times last year's earnings, adjusted for amortization and in-process R&D. The price is now more reasonable, but given the substantial risks, I'll pass for now.

The Nasdaq Composite Index slipped 33.59 to finish at 1820.54. Morgan Stanley's high-tech 35 Index shed 12.58 to 626.81, while the Dow Jones Internet Index fell 2.69 to 65.36.

The Nasdaq failed to recover from steep declines the previous session. The index fell 0% Wednesday after Nortel Networks lowered its outlook for the first quarter and withdrew its forecast for the year because of uncertain economic conditions. Dramatic changes to Palm's earnings guidance and a negative preannouncement from ADC Telecommunications added to the negative sentiment in tech land.

Channel Notes

ASM International: David vs. Goliath unfolding at Intel

Had you told me 3 months ago that ASM International (NASDAQ:ASMI) would be in the top spot at Intel to supply the critical Low-K Dielectric process tool and process of record, I would have been very skeptical. In fact, when I began hearing rumors two weeks ago that this was the case, I still paid little heed. But, now I'm here to tell you ASM International currently leads both Applied Materials (NASDAQ:AMAT) and Novellus (NASDAQ:NVLS) to get the nod for this business.

Well, so what?

The implementation of copper as an interconnect material is necessary to reach the next levels of device speed. To use copper, a different dielectric material is required. The current dielectric is Silicon Oxide, whose most common precursor is TEOS. This is not going to be on the exam; it is only important to remember that TEOS is inexpensive, relatively low in toxicity, and easy to process. Copper requires dielectric material referred to as Low-K dielectric. This is needed for a number of reasons including that of maintaining the speed advantage of copper.

Intel, arguably the world's largest consumer of dielectric material, has been applying Low-K dielectric using a liquid process known as "Spin-On," where the precursor, a product called "SILK"™ produced by Dow Chemical, is literally poured on to the spinning wafer and cured. This process works well and is cost-efficient up to about 8 to 9 layers. Past that a more traditional CVD application of dielectric seems to be required.

Earlier this year Intel began a run-off between the Applied Materials process called Black Diamond, the Novellus process called Coral, and to my surprise the ASM International process. In addition to producing a film with excellent qualities, the ASM process uses a precursor that will approach the price of TEOS when used in volume. The precursors for both the Applied and Novellus processes are projected to be quite a bit more expensive. Further, we have heard that the Novellus film was judged to be "too soft" for production use.

Should ASM hold on to their lead and become the process tool of record for Low-K dielectric deposition at Intel, they would immediately take the worldwide lead in that technology. This would deal a heavy blow to Novellus, who has already had several setbacks for their Low-K process.

In other channel checks today we have heard bad news for capital equipment suppliers hoping that expansion in the Optical Components segment would provide some relief from the semiconductor doldrums; Corning has begun canceling orders for equipment slated for delivery to their planned Nashua, NH facility which was slated for production of laser light-pumps later this year. We have been told that this "delay" would be for at least one year. Again, this is more significant than the "push-out" of a planned facility because equipment for this fab was already on order and will now be canceled off the backlog for the suppliers effected.

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Coming From The Channel

A hodge-podge of information

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We will not be distributing the daily DRAM piece next Monday and Tuesday due to the Asian holidays. The daily DRAM piece will resume on Wednesday, October 3rd.

Asia/Pacific SDRAM Spot Market Pricing

Memory	52 Week High	52 Week Low	9/24/2001	9/25/2001	9/26/2001	9/27/2001	9/28/2001	Daily Trend
128Mb PC-133 SDRAM	\$14.45	\$1.15	\$1.23	\$1.20	\$1.20	\$1.20	\$1.15	Down
128Mb PC-100 SDRAM	\$14.35	\$1.15	\$1.23	\$1.20	\$1.20	\$1.20	\$1.15	Down
64Mb PC-133 SDRAM	\$6.00	\$0.60	\$0.63	\$0.60	\$0.60	\$0.60	\$0.60	Stable

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64Mb PC-100 SDRAM	\$5.95	\$0.60	\$0.63	\$0.60	\$0.60	\$0.60	\$0.60	Stable
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Sampling of Asia/Pacific DRAM Availabilities (Listed Prices)

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128MB 800MHz Non-ECC RDRAM RIMM	128MB	Samsung	500	\$46.00	H.K.
32Mx8-75 (PC-133)	256Mb	Samsung	10K	\$2.90	H.K.
16Mx8-H (PC-133)	128Mb	Hyundai	30K	\$1.15	H.K.
16Mx8-75 (PC-133)	128Mb	Infineon	30K	\$1.25	H.K.
16Mx8-A75 (PC-133)	128Mb	NEC	30K	\$1.25	H.K.
16Mx8-TC75 (PC-133)	128Mb	Samsung	30K	\$1.20	H.K.
16Mx8-75 (PC-133)	128Mb	Vitellic	30K	\$1.22	Taiwan
16Mx8-A80 (PC-100)	128Mb	NEC	20K	\$1.25 (CL-2)	H.K.
8Mx8-H (PC-133)	64Mb	Hyundai	20K	\$0.60	H.K.
8Mx8-75 (PC-133)	64Mb	Vitellic	10K	\$0.60	Taiwan
4Mx16-H (PC-133)	64Mb	Hyundai	20K	\$0.83	H.K.

Asia/Pacific Motherboard Core Logic Spot Market Pricing

Chipset Model	8/31/2001	9/7/2001	9/14/2001	9/21/2001	9/28/2001	Weekly Trend
Intel 845	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	Stable
Intel 815ep	\$19.25	\$19.25	\$19.25	\$19.25	\$19.25	Stable
Intel 815e	\$32.00	\$32.00	\$32.00	\$32.00	\$32.00	Stable
Intel 815	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00	Stable
Intel 810e	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00	Stable
Intel 810	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	Stable

Note: Pricing reflects 2 chips (northbridge and southbridge) without the firmware hub

CPU Spot Market Pricing (Asia/Pacific)

Intel Pentium 4 Socket 478	Distribution 8/5/01	Distribution 8/26/01	8/31/2001	9/7/2001	9/14/2001	9/21/2001	9/28/2001	Weekly Trend
Pentium 4 - 1.5GHz	n/a	\$129	\$129	\$129	\$140	\$146	\$150	Up
Pentium 4 - 1.6GHz	n/a	\$159	\$159	\$159	\$160	\$163	\$164	Up
Pentium 4 - 1.7GHz	n/a	\$189	\$189	\$189	\$189	\$190	\$194	Up
Intel Pentium 4 Socket 423	Distribution 8/5/01	Distribution 8/26/01	8/31/2001	9/7/2001	9/14/2001	9/21/2001	9/28/2001	Weekly Trend
Pentium 4 - 1.4GHz	\$193	\$129	\$125	\$123	\$121	\$121	\$121	Stable
Pentium 4 - 1.5GHz	\$256	\$129	\$127	\$127	\$129	\$129	\$129	Stable
Pentium 4 - 1.7GHz	\$352	\$189	\$187	\$187	\$190	\$190	\$183	Down
Intel Pentium III	Distribution 8/5/01	Distribution 8/26/01	8/31/2001	9/7/2001	9/14/2001	9/21/2001	9/28/2001	Weekly Trend

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Pentium III FCPGA 800EB	\$163	\$163	\$122	\$121	\$121	\$120	\$120	Stable
Pentium III FCPGA 866EB	\$163	\$163	\$136	\$137	\$137	\$137	\$137	Stable
Pentium III FCPGA 933EB	\$163	\$163	\$152	\$158	\$158	\$158	\$160	Up
Pentium III FCPGA 1G EB	\$193	\$193	\$184	\$191	\$193	\$195	\$193	Down
Intel Celeron	Distribution 8/5/01	Distribution 8/26/01	8/31/2001	9/7/2001	9/14/2001	9/21/2001	9/28/2001	Weekly Trend
Celeron FCPGA 700	\$63	\$63	\$41	\$42	\$43	\$43	\$43	Stable
Celeron FCPGA 733	\$63	\$63	\$43	\$45	\$45	\$45	\$45	Stable
Celeron FCPGA 766	\$63	\$63	\$44	\$47	\$46	\$46	\$46	Stable
Celeron FCPGA 800	\$63	\$63	\$52	\$53	\$53	\$53	\$53	Stable
Celeron FCPGA 850	\$73	\$63	\$56	\$57	\$57	\$57	\$57	Stable
Celeron FCPGA 900	\$89	\$63	\$61	\$62	\$62	\$62	\$60	Down
AMD Athlon	Distribution 6/5/01	Distribution 8/26/01	8/31/2001	9/7/2001	9/14/2001	9/21/2001	9/28/2001	Weekly Trend
Thunderbird-1.0GHz/266	\$160.00	\$115.00	\$72	\$84	\$84	\$83	\$82	Down
Thunderbird-1.13GHz/266	\$179.00	\$115.00	\$87	\$93	\$93	\$93	\$85	Down
Thunderbird-1.2GHz/266	\$199.00	\$120.00	\$95	\$95	\$95	\$95	\$93	Down
Thunderbird-1.33GHz/266	\$230.00	\$125.00	\$95	\$105	\$106	\$106	\$104	Down
Thunderbird-1.4GHz/266	\$253.00	\$130.00	\$105	\$113	\$114	\$113	\$110	Down
AMD Duron	Distribution 6/5/01	Distribution 8/26/01	8/31/2001	9/7/2001	9/14/2001	9/21/2001	9/28/2001	Weekly Trend
Duron-750	n/a	n/a	\$37	\$39	\$39	\$39	\$38	Down
Duron-800	\$64.00	n/a	\$44	\$44	\$44	\$46	\$46	Stable
Duron-850	\$78.00	\$59.00	\$47	\$46	\$47	\$49	\$49	Stable
Duron-900	n/a	\$64.00	\$58	\$58	\$58	\$58	\$57	Down

Analysts

Joe Valenzuela (603) 773-9680 x119

Jim Coleman (617) 747-0183

Fred Ramberg (617) 747-0144

Jack Whelan (617) 747-0181

Trading

Doug Jones (800) 225-6792

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Intel Pentium 4 Socket 423	Distribution 8/5/01	Distribution 8/26/01	8/31/2001	9/7/2001	9/14/2001	9/21/2001	9/28/2001	Weekly Trend
Pentium 4 - 1.4GHz	\$193	\$129	\$125	\$123	\$121	\$121	\$121	Stable
Pentium 4 - 1.5GHz	\$256	\$129	\$127	\$127	\$129	\$129	\$129	Stable
Pentium 4 - 1.7GHz	\$352	\$189	\$187	\$187	\$190	\$190	\$183	Down
Intel Pentium III	Distribution 8/5/01	Distribution 8/26/01	8/31/2001	9/7/2001	9/14/2001	9/21/2001	9/28/2001	Weekly Trend

The information contained herein, including any expression of opinion, has been obtained from, or is based upon, sources believed by us to be reliable, but is not guaranteed as to accuracy or completeness. This is not intended to be an offer to buy or sell or a solicitation of an offer to buy or sell, the securities or commodities, if any, referred to herein. From time to time we may act as principal in any security mentioned herein. Our firm and/or its officers and employees may from time to time have a position in one or more of the securities mentioned herein. This firm or one of its affiliates may from time to time have a position in one or more of the securities mentioned herein. The firm or one of its affiliates may from time to time perform investment banking or other services for, or solicit investment banking or other business from, any company mentioned in the study.

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Pentium III FCPGA 800EB	\$163	\$163	\$122	\$121	\$121	\$120	\$120	Stable
Pentium III FCPGA 866EB	\$163	\$163	\$136	\$137	\$137	\$137	\$137	Stable
Pentium III FCPGA 933EB	\$163	\$163	\$152	\$158	\$158	\$158	\$160	Up
Pentium III FCPGA 1G EB	\$193	\$193	\$184	\$191	\$193	\$195	\$193	Down
Intel Celeron	Distribution 8/5/01	Distribution 8/26/01	8/31/2001	9/7/2001	9/14/2001	9/21/2001	9/28/2001	Weekly Trend
Celeron FCPGA 700	\$63	\$63	\$41	\$42	\$43	\$43	\$43	Stable
Celeron FCPGA 733	\$63	\$63	\$43	\$45	\$45	\$45	\$45	Stable
Celeron FCPGA 766	\$63	\$63	\$44	\$47	\$46	\$46	\$46	Stable
Celeron FCPGA 800	\$63	\$63	\$52	\$53	\$53	\$53	\$53	Stable
Celeron FCPGA 850	\$73	\$63	\$56	\$57	\$57	\$57	\$57	Stable
Celeron FCPGA 900	\$89	\$63	\$61	\$62	\$62	\$62	\$60	Down
AMD Athlon	Distribution 6/5/01	Distribution 8/26/01	8/31/2001	9/7/2001	9/14/2001	9/21/2001	9/28/2001	Weekly Trend
Thunderbird-1.0GHz/266	\$160.00	\$115.00	\$72	\$84	\$84	\$83	\$82	Down
Thunderbird-1.13GHz/266	\$179.00	\$115.00	\$87	\$93	\$93	\$93	\$85	Down
Thunderbird-1.2GHz/266	\$199.00	\$120.00	\$95	\$95	\$95	\$95	\$93	Down
Thunderbird-1.33GHz/266	\$230.00	\$125.00	\$95	\$105	\$106	\$106	\$104	Down
Thunderbird-1.4GHz/266	\$253.00	\$130.00	\$105	\$113	\$114	\$113	\$110	Down
AMD Duron	Distribution 6/5/01	Distribution 8/26/01	8/31/2001	9/7/2001	9/14/2001	9/21/2001	9/28/2001	Weekly Trend
Duron-750	n/a	n/a	\$37	\$39	\$39	\$39	\$38	Down
Duron-800	\$64.00	n/a	\$44	\$44	\$44	\$46	\$46	Stable
Duron-850	\$78.00	\$59.00	\$47	\$46	\$47	\$49	\$49	Stable
Duron-900	n/a	\$64.00	\$58	\$58	\$58	\$58	\$57	Down

Analysts

Joe Valenzuela (603) 773-9680 x119

Jim Coleman (617) 747-0183

Fred Ramberg (617) 747-0144

Jack Whelan (617) 747-0181

Trading

Doug Jones (800) 225-6792

The information contained herein, including any expression of opinion, has been obtained from, or is based upon, sources believed by us to be reliable, but is not guaranteed as to accuracy or completeness. This is not intended to be an offer to buy or sell or a solicitation of an offer to buy or sell, the securities or commodities, if any, referred to herein. From time to time we may act as principal in any security mentioned herein. Our firm and/or its officers and employees may from time to time have a position in one or more of the securities mentioned herein. This firm or one of its affiliates may from time to time have a position in one or more of the securities mentioned herein. The Firm or one of its affiliates may from time to time perform investment banking or other services for, or solicit investment banking or other business from, any company mentioned in the study.

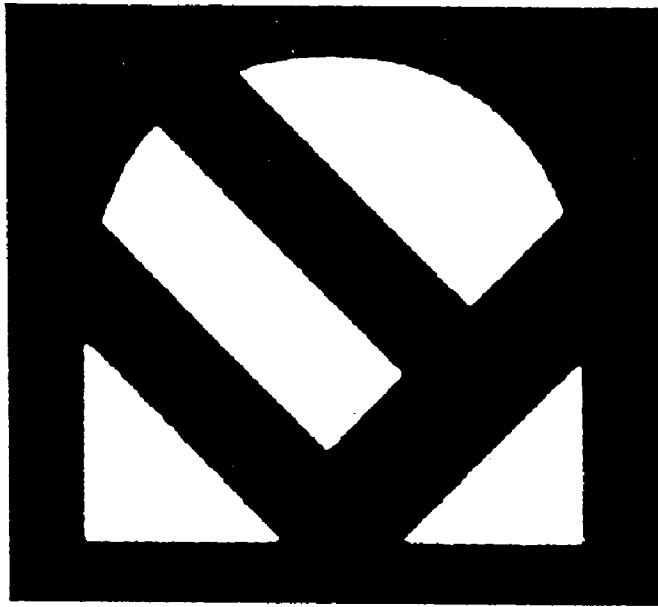
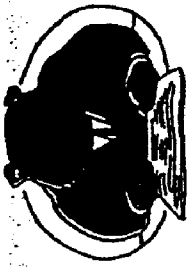
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REEL: 002874 FRAME: 0264

TRADEMARK
REEL: 002874 FRAME: 0265



Fechtner, Detwiler & Co.



Specimen accompanying new trademark application
Mark: GRASS ROOTS APPROACH TO INVESTING
Class: 36

Applicant: Fechtner, Detwiler & Co., Inc.
Atty. Docket No.: FECHT-003
Atty. telephone no.: 617-951-8000

"A Grass Roots Approach to Investing"



This presentation address the following questions:

Q: Why should you consider investing with us?

**Q: Why can we earn superior returns on our
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“A Grass Roots Approach to Investing”



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“A Grass Roots Approach to Investing”

Stock Market Landscape

Three significant “paradigm shifts” have occurred in the stock market during the last several years:

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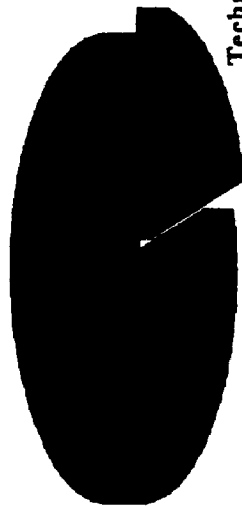


Stock Market Landscape

Technology stocks are making up a greater % of market capitalization.....

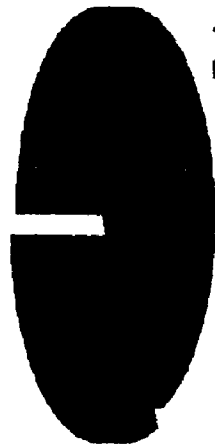
Nasdaq Composite

1989



Technology
18%

1999



Technology
69%

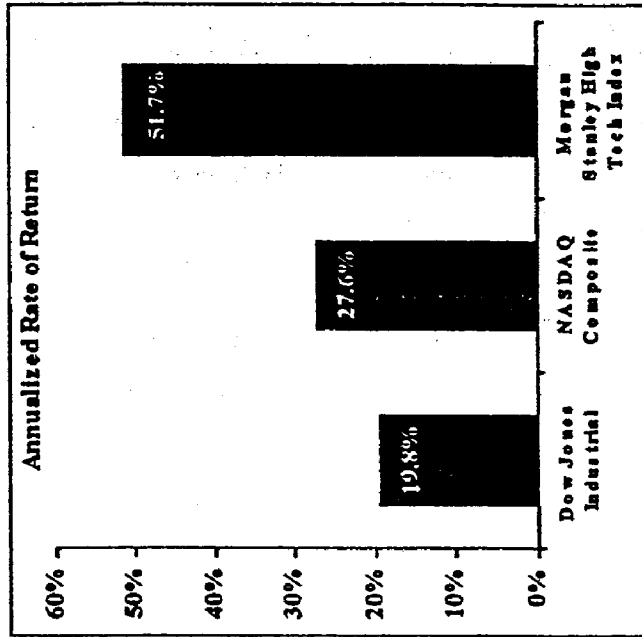
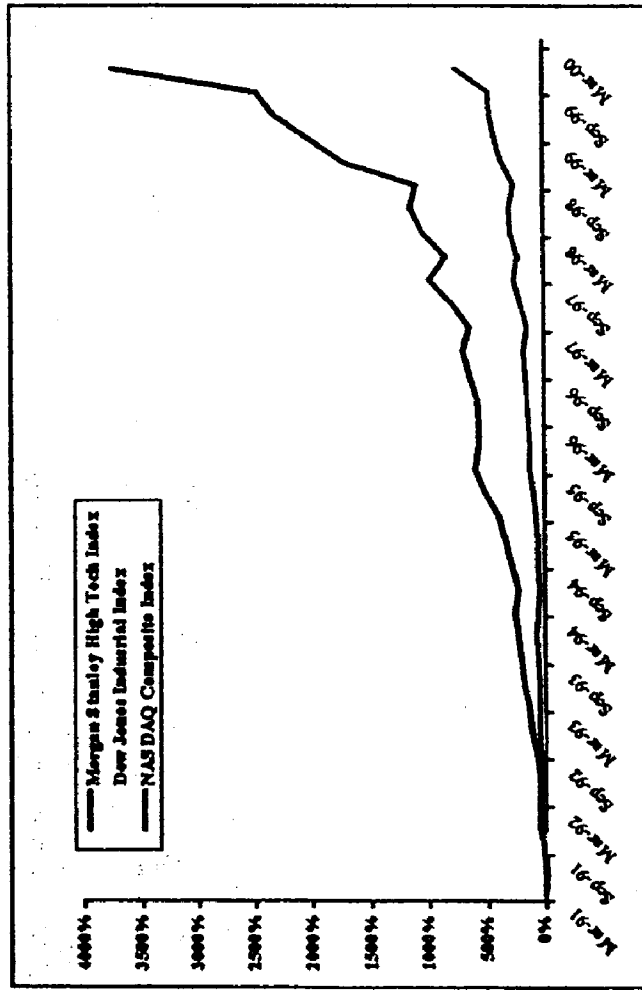
Source: Bloomberg; PaineWebber

“A Grass Roots Approach to Investing”



Stock Market Landscape

.....at the same time technology stock returns are dramatically outperforming the market.....



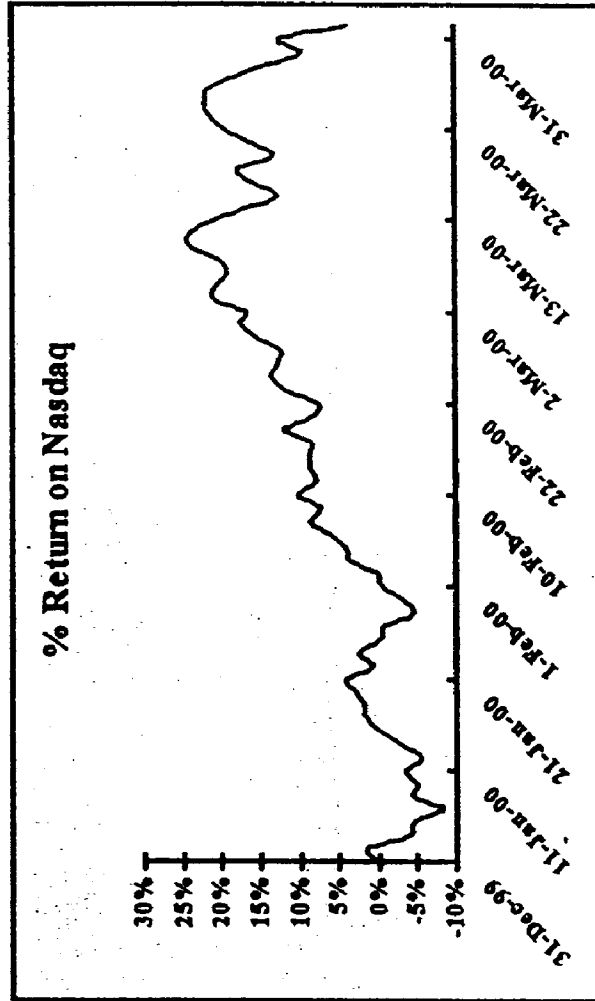
Source: Bloomberg

“A Grass Roots Approach to Investing”

Stock Market Landscape



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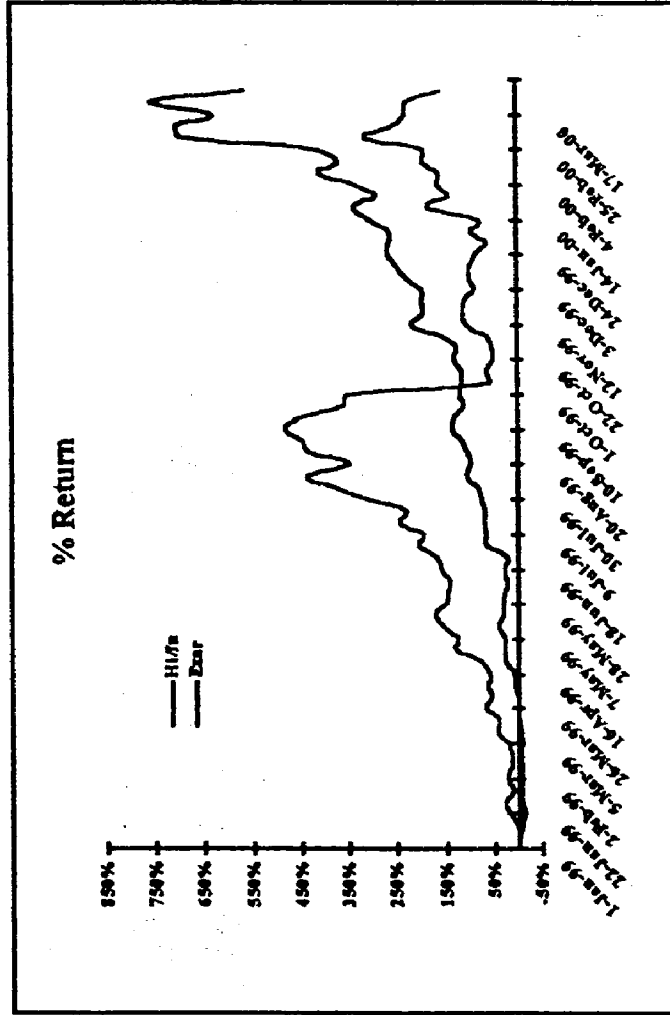
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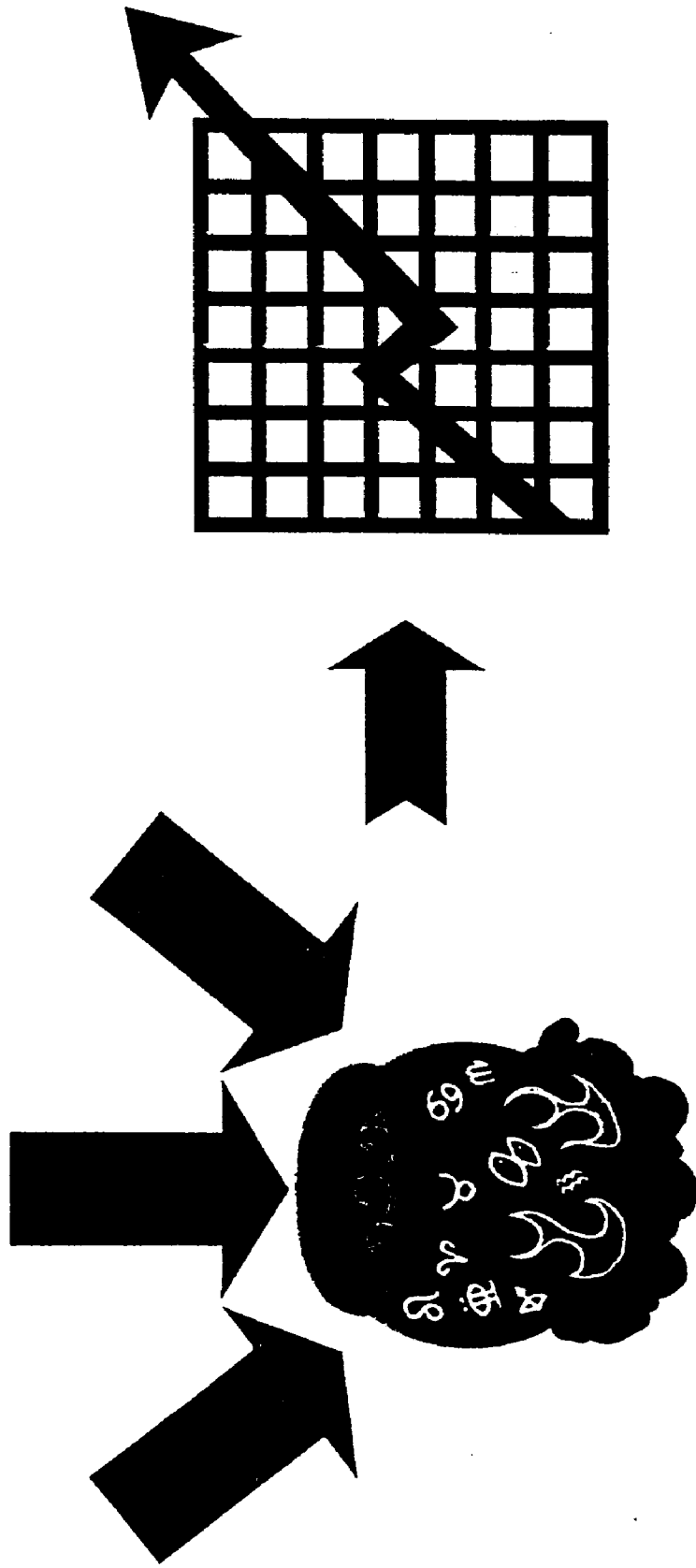
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How can we take advantage of today's market?

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Q: Why do we think our model makes sense?

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"A Grass Roots Approach to Investing"



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Selected Institutional Coverage List

Alliance Capital	American Express	Appaloosa
Ardsley Partners	Ark Asset Mgmt.	Bowman Capital
Bulldog Capital	Capital Research	Dawson-Gimmelva
Dresdner/RCM	Fidelity Investments	Friess Associates
Janus Capital	John Hancock	Kaufmann Funds
Kingdon Capital	Moore Capital	Osterweis Capital
Pequot Capital	Pilgrim Baxter	PIMCO Advisors
SAC	Standard Pacific	State Street Research
Tiger Management	TRowe Price	Tudor Investments
Vinik Asset Mgmt.	Warburg Pincus	Zweig Advisors

"A Grass Roots Approach to Investing"

Equity Research Team



Brian Kritzer

Managing Director of Research

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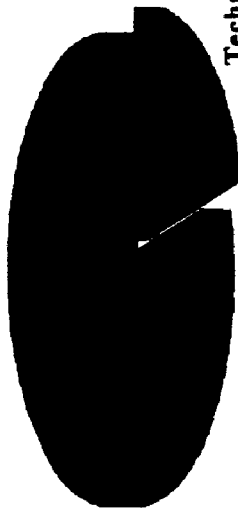
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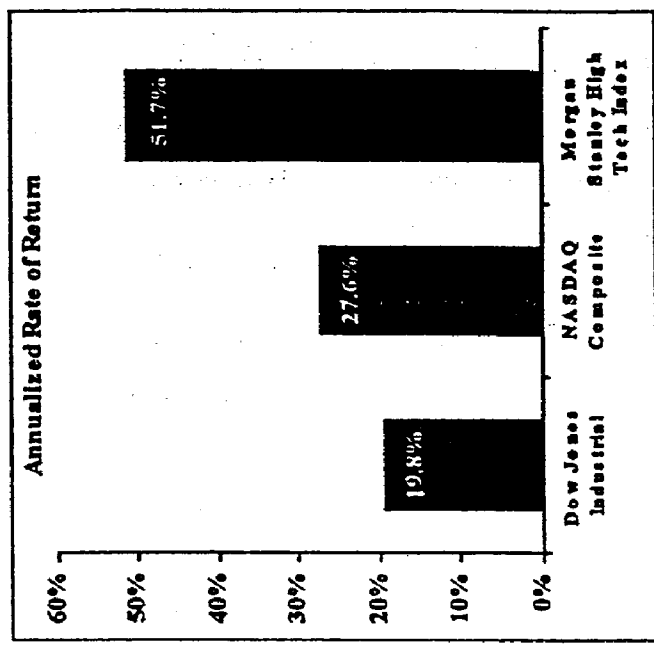
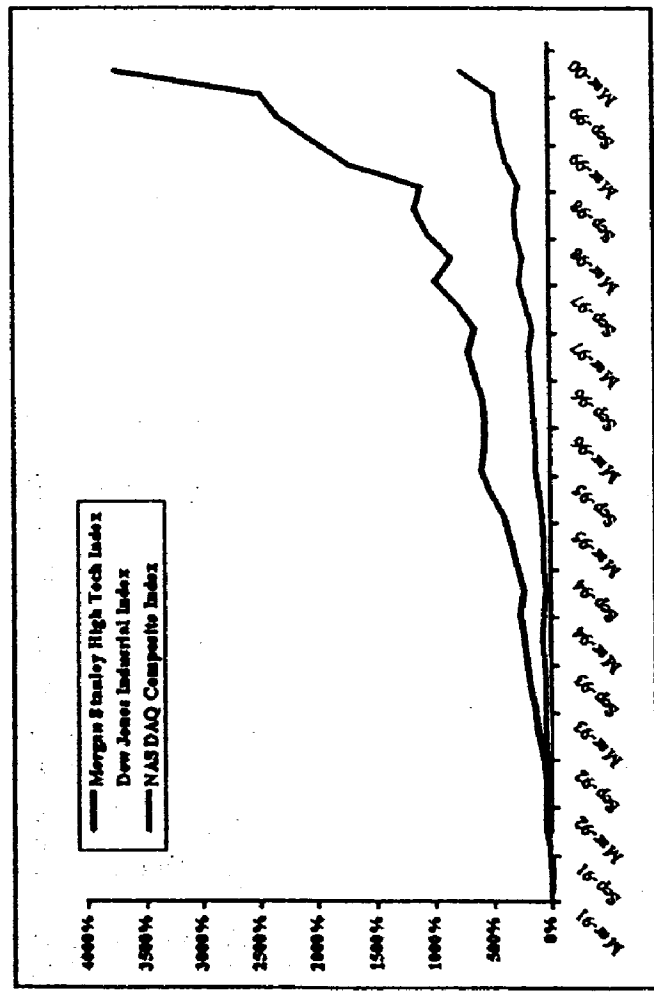
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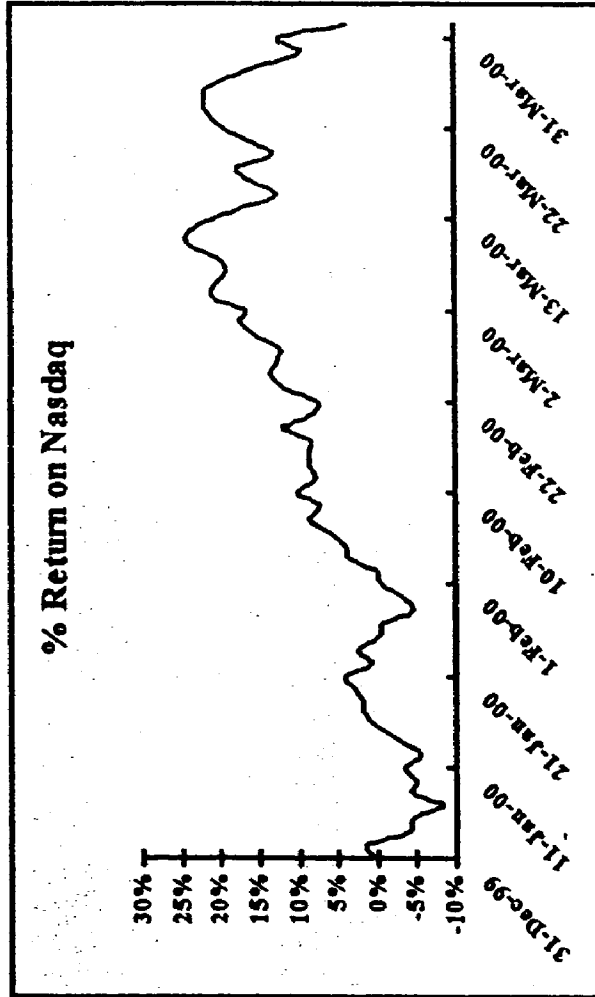
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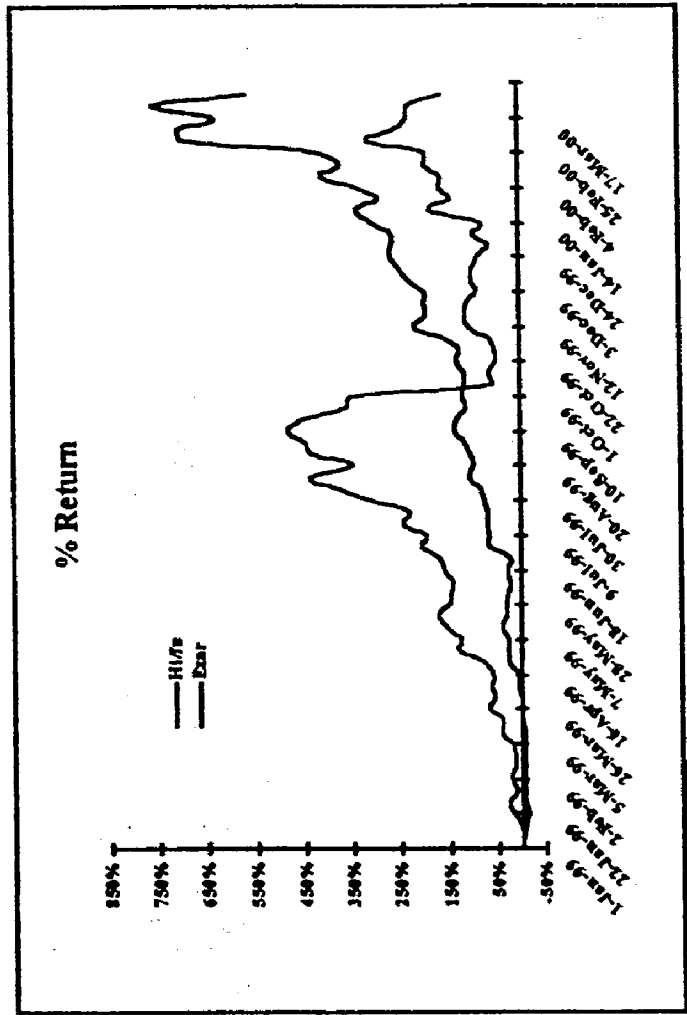
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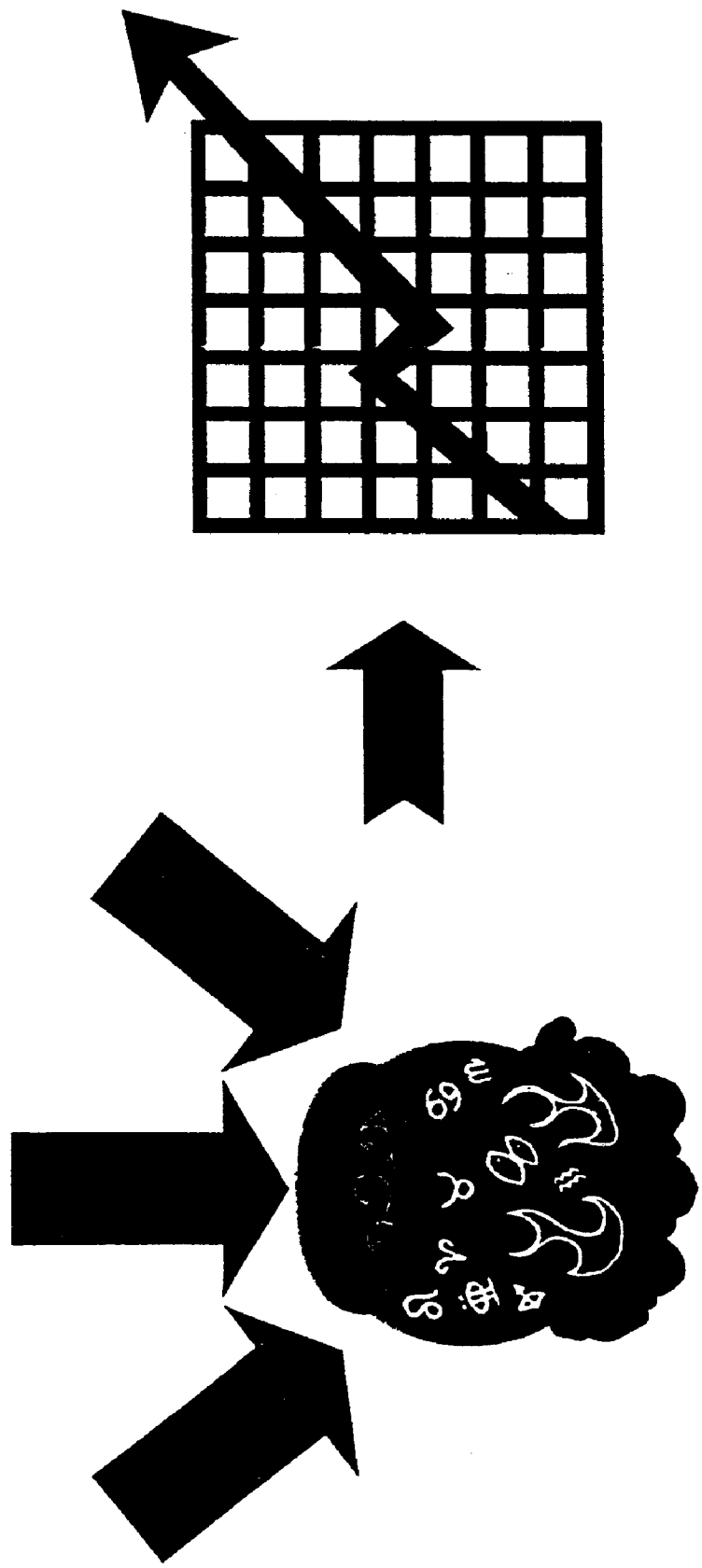
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Janus Capital	John Hancock	Kaufmann Funds
Kingdon Capital	Moore Capital	Osterweis Capital
Pequot Capital	Pilgrim Baxter	PIMCO Advisors
SAC	Standard Pacific	State Street Research
Tiger Management	TRowe Price	Tudor Investments
Vinik Asset Mgmt.	Warburg Pincus	Zweig Advisors

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 **Fechtor, Detwiler & Co., Inc.**

May 23, 2003



The **Channel Report**

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May 23, 2003



The **Channel Report**

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REEL: 002874 FRAME: 0311

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REEL: 002874 FRAME: 0312

Detwiler, Mitchell & Company: *Channel Notes*[®]

~ The Week in Review ~

For the week ending September 26, 2003

(Click links to navigate notes)

Wireless Notes:

[Verizon Wireless \(VZ,VOD\): Placing predators in a precarious position – Here comes real high-speed data](#)

[Verizon Wireless \(VZ,VOD\): Just getting started with a Push-to-talk alternative](#)

[Samsung goes organic with the next generation of handset screens](#)

[Sprint PCS \(PCS\) finally adds SMS to its service portfolio](#)

Storage Notes:

[EMC Corporation \(EMC\): Supply chain activity continues to heat up](#)

[Vitesse Semiconductor \(VTSS\): We have a winner on the CX150 at EMC \(EMC\)](#)

[Maxtor \(MXO\): The market has finally caught up!](#)

[Storage looks like fertile ground for the Comm. IC guys](#)

Semiconductor Notes:

[It's time to start thinking about marginal costs in the semiconductor production base](#)

[Fairchild Semiconductor \(FCS\) disbands its Interface Products Group](#)

[Sentiment shift in semiconductor sales channels](#)

[Brooks Automation \(BRKS\): Recycling robot reduces risk](#)

[Genus \(GGNS\): ALD momentum builds...](#)

[Advanced Micro Devices \(AMD\): Is the market ready for 64 bits](#)

[ATI Technologies \(ATYT\): Gaining graphic ground in Taiwan](#)

[Novellus Systems \(NVLS\): Cap equipment continues to "rightsize" as we wait for Q1 orders to come](#)

[August was down for Northeast distribution](#)

Software Notes:

[Security Appliances: Everybody wants to partner with DELL](#)

[Narrowing the field in Systems Management](#)

[Netscreen \(NSCN\): Discussions with Ingram Micro \(IM\) could bolster the Channel](#)

[Concerns in the low-end firewall/VPN appliance market](#)

Hardware Notes:

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Detwiler Mitchell Capital Markets: *Channel Notes*[®]

September 29, 2003

Tickers Mentioned: QCOM, NOK, HPQ, LSI, BRCD, CSCO, MCDT, DTLK, EMC, DELL, ELX, MSFT, NTIQ, ALTR, XLNX, CY

(Click links to navigate notes)

Fechtor Detwiler Contact Information:

Wireless Notes:

Qualcomm (QCOM): Experiencing disproportionate strength in higher-end markets

Storage Notes:

Having trouble finding the pulse of the Storage market?

Software Notes:

NetIQ (NTIQ): Risk on two fronts – Integration and Competition

Semiconductor Notes:

FPGA players plough through to the end of the year

Semiconductor tidbits:

Xilinx (XLNX): Delays continue in EMC's (EMC) ASIC transition

Samsung puts SRAM on "allocation"

Memory Markets: Spot market commentary

Memory Market: Daily Data

Spot Market: Pricing Table

Analyst certifications and disclaimers

Wireless Notes:

Qualcomm (QCOM): Experiencing disproportionate strength in higher-end markets

Recent checks with a number of sources in the Channel indicate that Qualcomm's (QCOM) chipset shipments for the December quarter should be up approximately 17-20% relative to the Quarter that ends today. With the Company on track to ship approximately 20 million CDMA chipsets this quarter, this implies a level of up to 24 million in the coming months. We are hearing that Latin America and North America are looking stronger than expected, Korea and Japan are roughly in line, and that India and China are slightly below expectations. The relative weakness in the "developing" markets is the result of higher-than-anticipated competition from Nokia (NOK) CDMA handsets in said markets, which do not use a Qualcomm chipset. Regardless, we are hearing that all markets should be up sequentially from calendar Q3, and the relative product mix (weakened in low-end markets and strength in high-end areas) is also a positive indicator for chipset ASPs.

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Real Research

INSTITUTIONAL BUSINESS & CHANNEL RESEARCH

...

The Company's institutional business is driven by its highly focused, "Channel Research." Channel Research refers to our in-depth analysis of business conditions, demand and pricing throughout the supply and sales chain of certain high-technology industry segments, including semi-conductor devices, electronic production equipment, electronics manufacturing, wireless communications, and enterprise software. The Company's research analysts gather information and data from numerous sources within a distribution "channel." Most analysts at other firms rely primarily on company provided information. Sources of information and data include business partners, systems integrators, distributors, retailers, and sales reps, as well as chief information officers of other companies and other buyers of technology. Our Firm's research products are particularly valuable in light of recently adopted SEC regulations that bar selective disclosure.

There are several additional characteristics that distinguish the Company's research from other "sell-side" Wall Street firms:

A "GRASS ROOTS APPROACH TO INVESTING"

Our analysts do not rate companies or publish earnings models. The Company believes its analysts can provide greater value gathering proprietary information and communicating this information swiftly to institutional investors. Moreover, as sell-side Wall Street firms have come under criticism for the integrity of their rating systems and the preponderance of "buy" ratings, the Company believes its unique approach to research has been well-received by investors. An op-ed piece written by an institutional investor in the August 20, 2002 issue of the Wall Street Journal supported this view: "Sleek research-focused firms are popping up to fill the credibility void big Wall Street firms have left in their wake."

FOCUS ON THE CLIENT

The objectivity and independence of the Company's analysts are not compromised by investment banking relationships or corporate investments. The Company does not underwrite public offerings or seek investment banking relationships for the firms it follows. Nor does the Company make investments in these firms through asset management units or principal trading activities. Unlike most sell-side research analysts, who spend a significant amount of time pursuing investment banking opportunities, the Company's analysts devote their full attention to research and communications with institutional investors. Because the Company's analysts and salesmen are compensated primarily through the commissions they generate, their focus is on generating high-quality, "actionable" ideas (whether bullish or bearish) that prompt trading decisions by investors. Management believes that its institutional clients place a high value on the objectivity of the Company's research.

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OUR PERSPECTIVE

The Company's Channel Research is timely and often unique. The Company provides more timely information and analysis than its competitors. For example, its semi-conductor team analysts publish spot-market pricing data for the memory market (DRAM) on a daily basis with data and commentary collected from active spot-market participants in Asia and the U.S. The Company's analysts also distinguish themselves by being more willing to "go out on a limb" with opinions that challenge conventional thinking. For example, based on his research of shifts in the technology landscape, the Company's wireless research analyst recently asserted that the Blackberry wireless email device produced by Research in Motion (symbol RIMM) was achieving minimal market penetration outside its core market of Wall Street professionals.

INDUSTRY RELATIONSHIPS

Technical knowledge and industry contacts are important differentiating characteristics of the Channel Research model. Our analysts have professional experiences and relationships in the industries they follow. The Company's salesmen typically have backgrounds as traditional research analysts or investment bankers. Our Capital Markets team is capable of understanding, distilling and communicating technical information. They have access to an extensive network of knowledgeable and influential industry contacts. Accordingly, a key requirement in hiring a new analyst is their network of industry contacts.

The Company's research, sales and trading professionals operate as a highly cohesive, focused team of professionals in the Boston headquarters.

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BlueFin Research Analysts

Jack Whelan	Enterprise & Carrier Networks	(617) 737-5712	jwhelan@bluefinresearch.com
Jim Coleman	Proprietary Semiconductors	(617) 737-5713	jcoleman@bluefinresearch.com
Barry Danaher	EMS & Semiconductors	(617) 737-5714	bdanaher@bluefinresearch.com
Steve Mullane	Semiconductor Equipment	(617) 737-5715	smullane@bluefinresearch.com
Joe Valenzuela	Commodity Semiconductors	(617) 737-5716	jvalenzuela@bluefinresearch.com

Channel Report: Motherboard Data

As part of our Channel Report research effort, unit production volumes at the "Big Four" Taiwanese motherboard manufacturers (Elitegroup, Asustek, Microstar, and Gigabyte) as a group for Week 1 (12/29/02 through 1/4/03) dropped slightly under 1% versus the previous week. Microstar and Elitegroup led the unit decline, slipping 3.0% and 1.3%, respectively. Asustek bucked the trend, growing units 1.2%, while Gigabyte was unchanged for the week.

DRAM / CPU / Spot Market Commentary

Mainstream 256Mb PC-266 DDR transaction prices continue to be under pressure, dipping another \$0.10 to \$5.85 overnight in Asian spot. 128Mb PC-266 DDR prices were unchanged at \$3.05. 256Mb and 128Mb PC-133 SDRAM prices were stable at \$3.80 and \$2.45, respectively. Activity levels remain light.

Asia/Pacific DRAM Spot Market Pricing

Configuration	Price 1	Price 2	Price 3	Price 4	Price 5	Price 6	Price 7	Price 8	Status
256Mb PC-133 SDRAM	\$3.80	\$2.30	\$3.80	\$3.80	\$3.80	\$3.80	\$3.80	\$3.80	Stable
128Mb PC-133 SDRAM	\$2.45	\$1.60	\$2.45	\$2.45	\$2.45	\$2.45	\$2.45	\$2.45	Stable
256Mb 266MHz DDR	\$8.85	\$5.85	\$6.10	\$6.05	\$6.05	\$5.95	\$5.85	\$5.85	Down
128Mb 266MHz DDR	\$4.40	\$3.05	\$3.10	\$3.05	\$3.05	\$3.05	\$3.05	\$3.05	Stable
256MB Rambus RIMM	\$87.00	\$74.00	\$75.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	Stable
128MB Rambus RIMM	\$48.00	\$35.00	\$36.50	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	Stable

Sampling of Asia/Pacific DRAM Offers (Listed Prices)

Configuration	Type	Density	Brand	Quantity	Price	Country
256MB 800MHz RIMM	RDRAM	256MB	Samsung	500	\$74.00	H.K.
128MB 800MHz RIMM	RDRAM	128MB	Samsung	500	\$35.00	H.K.
32Mx8-TCB0 (PC-266)	DDR	256Mb	Samsung	20K	\$6.00	H.K.
32Mx8-H (PC-266)	DDR	256Mb	Hynix	30K	\$5.85	H.K.
32Mx8-75 (PC-266)	DDR	256Mb	Infineon	20K	\$5.95	H.K.
32Mx8-7K (PC-266)	DDR	256Mb	Nanya	10K	\$5.70	Taiwan
16Mx8-TCB0 (PC-266)	DDR	128Mb	Samsung	20K	\$3.10	Taiwan
16Mx8-H (PC-266)	DDR	128Mb	Hynix	20K	\$3.05	H.K.
16Mx8-7 (PC-266)	DDR	128Mb	Infineon	10K	\$3.05	H.K.
16Mx8-75 (PC-266)	DDR	128Mb	Nanya	10K	\$3.00	Taiwan
32MxH-75 (PC-133)	SDRAM	256Mb	Hynix	30K	\$3.80	H.K.
32Mx8-TG75 (PC-133)	SDRAM	256Mb	Micron	30K	\$3.85	H.K.
16Mx8-H (PC-133)	SDRAM	128Mb	Hynix	20K	\$2.45	Taiwan
16Mx8-TG75 (PC-133)	SDRAM	128Mb	Micron	30K	\$2.45	Taiwan

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BlueFin Research Analysts

Jack Whelan	Enterprise & Carrier Networks	(617) 737-5712	jwhelan@bluefinresearch.com
Jim Coleman	Proprietary Semiconductors	(617) 737-5713	jcoleman@bluefinresearch.com
Barry Danaher	EMS & Semiconductors	(617) 737-5714	bdanaher@bluefinresearch.com
Steve Mullane	Semiconductor Equipment	(617) 737-5715	smullane@bluefinresearch.com
Joe Valenzuela	Commodity Semiconductors	(617) 737-5716	jvalenzuela@bluefinresearch.com

Channel Notes: Motherboard Data

As part of our **Channel Notes** research effort, unit production volumes at the "Big Four" Taiwanese motherboard manufacturers (Elitegroup, Asustek, Microstar, and Gigabyte) as a group for Week 1 (12/29/02 through 1/4/03) dropped slightly under 1% versus the previous week. Microstar and Elitegroup led the unit decline, slipping 3.0% and 1.3%, respectively. Asustek bucked the trend, growing units 1.2%, while Gigabyte was unchanged for the week.

DRAM / CPU / Spot Market Commentary

Mainstream 256Mb PC-266 DDR transaction prices continue to be under pressure, dipping another \$0.10 to \$5.85 overnight in Asian spot. 128Mb PC-266 DDR prices were unchanged at \$3.05. 256Mb and 128Mb PC-133 SDRAM prices were stable at \$3.80 and \$2.45, respectively. Activity levels remain light.

Asia/Pacific DRAM Spot Market Pricing

256Mb PC-133 SDRAM	\$3.80	\$2.30	\$3.80	\$3.80	\$3.80	\$3.80	\$3.80	Stable
128Mb PC-133 SDRAM	\$2.45	\$1.60	\$2.45	\$2.45	\$2.45	\$2.45	\$2.45	Stable
256Mb 266MHz DDR	\$8.85	\$5.85	\$6.10	\$6.05	\$6.05	\$5.95	\$5.85	Down
128Mb 266MHz DDR	\$4.40	\$3.05	\$3.10	\$3.05	\$3.05	\$3.05	\$3.05	Stable
256MB Rambus RIMM	\$87.00	\$74.00	\$75.00	\$74.00	\$74.00	\$74.00	\$74.00	Stable
128MB Rambus RIMM	\$48.00	\$35.00	\$36.50	\$35.00	\$35.00	\$35.00	\$35.00	Stable

Sampling of Asia/Pacific DRAM Offers (Listed Prices)

Configuration	Type	Density	Brand	Quantity	Price	Country
256MB 800MHz RIMM	RDRAM	256MB	Samsung	500	\$74.00	H.K.
128MB 800MHz RIMM	RDRAM	128MB	Samsung	500	\$35.00	H.K.
32Mx8-TCB0 (PC-266)	DDR	256Mb	Samsung	20K	\$6.00	H.K.
32Mx8-H (PC-266)	DDR	256Mb	Hynix	30K	\$5.85	H.K.
32Mx8-75 (PC-266)	DDR	256Mb	Infineon	20K	\$5.95	H.K.
32Mx8-7K (PC-266)	DDR	256Mb	Nanya	10K	\$5.70	Taiwan
16Mx8-TCB0 (PC-266)	DDR	128Mb	Samsung	20K	\$3.10	Taiwan
16Mx8-H (PC-266)	DDR	128Mb	Hynix	20K	\$3.05	H.K.
16Mx8-7 (PC-266)	DDR	128Mb	Infineon	10K	\$3.05	H.K.
16Mx8-75 (PC-266)	DDR	128Mb	Nanya	10K	\$3.00	Taiwan
32MxH-75 (PC-133)	SDRAM	256Mb	Hynix	30K	\$3.80	H.K.
32Mx8-TG75 (PC-133)	SDRAM	256Mb	Micron	30K	\$3.85	H.K.
16Mx8-H (PC-133)	SDRAM	128Mb	Hynix	20K	\$2.45	Taiwan
16Mx8-TG75 (PC-133)	SDRAM	128Mb	Micron	30K	\$2.45	Taiwan

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BlueFin Research Analysts

Jack Whelan	Enterprise & Carrier Networks	(617) 737-5712	jwhelan@bluefinresearch.com
Jim Coleman	Proprietary Semiconductors	(617) 737-5713	jcoleman@bluefinresearch.com
Barry Danaher	EMS & Semiconductors	(617) 737-5714	bdanaher@bluefinresearch.com
Steve Mullane	Semiconductor Equipment	(617) 737-5715	smullane@bluefinresearch.com
Joe Valenzuela	Commodity Semiconductors	(617) 737-5716	jvalenzuela@bluefinresearch.com

Grass Roots Approach to Investing: Motherboard Data

As part of our **Grass Roots Approach to Investing** research effort, unit production volumes at the "Big Four" Taiwanese motherboard manufacturers (Elitegroup, Asustek, Microstar, and Gigabyte) as a group for Week 1 (12/29/02 through 1/4/03) dropped slightly under 1% versus the previous week. Microstar and Elitegroup led the unit decline, slipping 3.0% and 1.3%, respectively. Asustek bucked the trend, growing units 1.2%, while Gigabyte was unchanged for the week.

DRAM / CPU / Spot Market Commentary

Mainstream 256Mb PC-266 DDR transaction prices continue to be under pressure, dipping another \$0.10 to \$5.85 overnight in Asian spot. 128Mb PC-266 DDR prices were unchanged at \$3.05. 256Mb and 128Mb PC-133 SDRAM prices were stable at \$3.80 and \$2.45, respectively. Activity levels remain light.

Asia/Pacific DRAM Spot Market Pricing

256Mb PC-133 SDRAM	\$3.80	\$2.30	\$3.80	\$3.80	\$3.80	\$3.80	\$3.80	Stable
128Mb PC-133 SDRAM	\$2.45	\$1.60	\$2.45	\$2.45	\$2.45	\$2.45	\$2.45	Stable
256Mb 266MHz DDR	\$8.85	\$5.85	\$6.10	\$6.05	\$6.05	\$5.95	\$5.85	Down
128Mb 266MHz DDR	\$4.40	\$3.05	\$3.10	\$3.05	\$3.05	\$3.05	\$3.05	Stable
256MB Rambus RIMM	\$87.00	\$74.00	\$75.00	\$74.00	\$74.00	\$74.00	\$74.00	Stable
128MB Rambus RIMM	\$46.00	\$35.00	\$36.50	\$35.00	\$35.00	\$35.00	\$35.00	Stable

Sampling of Asia/Pacific DRAM Offers (Listed Prices)

Configuration	Type	Density	Brand	Quantity	Price	Country
256MB 800MHz RIMM	RDRAM	256MB	Samsung	500	\$74.00	H.K.
128MB 800MHz RIMM	RDRAM	128MB	Samsung	500	\$35.00	H.K.
32Mx8-TCB0 (PC-266)	DDR	256Mb	Samsung	20K	\$6.00	H.K.
32Mx8-H (PC-266)	DDR	256Mb	Hynix	30K	\$5.85	H.K.
32Mx8-75 (PC-266)	DDR	256Mb	Infineon	20K	\$5.95	H.K.
32Mx8-7K (PC-266)	DDR	256Mb	Nanya	10K	\$5.70	Taiwan
16Mx8-TCB0 (PC-266)	DDR	128Mb	Samsung	20K	\$3.10	Taiwan
16Mx8-H (PC-266)	DDR	128Mb	Hynix	20K	\$3.05	H.K.
16Mx8-7 (PC-266)	DDR	128Mb	Infineon	10K	\$3.05	H.K.
16Mx8-75 (PC-266)	DDR	128Mb	Nanya	10K	\$3.00	Taiwan
32MxH-75 (PC-133)	SDRAM	256Mb	Hynix	30K	\$3.80	H.K.
32Mx8-TG75 (PC-133)	SDRAM	256Mb	Micron	30K	\$3.85	H.K.
16Mx8-H (PC-133)	SDRAM	128Mb	Hynix	20K	\$2.45	Taiwan
16Mx8-TG75 (PC-133)	SDRAM	128Mb	Micron	30K	\$2.45	Taiwan

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BlueFin Research Analysts

Jack Whelan	Enterprise & Carrier Networks	(617) 737-5712	jwhelan@bluefinresearch.com
Jim Coleman	Proprietary Semiconductors	(617) 737-5713	jcoleman@bluefinresearch.com
Barry Danaher	EMS & Semiconductors	(617) 737-5714	bdanaher@bluefinresearch.com
Steve Mullane	Semiconductor Equipment	(617) 737-5715	smullane@bluefinresearch.com
Joe Valenzuela	Commodity Semiconductors	(617) 737-5716	ivalenzuela@bluefinresearch.com

Coming from the Channel: Motherboard Data

As part of our **Coming from the Channel** research effort, unit production volumes at the "Big Four" Taiwanese motherboard manufacturers (Elitegroup, Asustek, Microstar, and Gigabyte) as a group for Week 1 (12/29/02 through 1/4/03) dropped slightly under 1% versus the previous week. Microstar and Elitegroup led the unit decline, slipping 3.0% and 1.3%, respectively. Asustek bucked the trend, growing units 1.2%, while Gigabyte was unchanged for the week.

DRAM / CPU / Spot Market Commentary

Mainstream 256Mb PC-266 DDR transaction prices continue to be under pressure, dipping another \$0.10 to \$5.85 overnight in Asian spot. 128Mb PC-266 DDR prices were unchanged at \$3.05. 256Mb and 128Mb PC-133 SDRAM prices were stable at \$3.80 and \$2.45, respectively. Activity levels remain light.

Asia/Pacific DRAM Spot Market Pricing

256Mb PC-133 SDRAM	\$3.80	\$2.30	\$3.80	\$3.80	\$3.80	\$3.80	\$3.80	Stable
128Mb PC-133 SDRAM	\$2.45	\$1.60	\$2.45	\$2.45	\$2.45	\$2.45	\$2.45	Stable
256Mb 266MHz DDR	\$8.85	\$5.85	\$6.10	\$6.05	\$6.05	\$5.95	\$5.85	Down
128Mb 266MHz DDR	\$4.40	\$3.05	\$3.10	\$3.05	\$3.05	\$3.05	\$3.05	Stable
256MB Rambus RIMM	\$87.00	\$74.00	\$75.00	\$74.00	\$74.00	\$74.00	\$74.00	Stable
128MB Rambus RIMM	\$46.00	\$35.00	\$36.50	\$35.00	\$35.00	\$35.00	\$35.00	Stable

Sampling of Asia/Pacific DRAM Offers (Listed Prices)

Configuration	Type	Density	Brand	Quantity	Price	Country
256MB 800MHz RIMM	RDRAM	256MB	Samsung	500	\$74.00	H.K.
128MB 800MHz RIMM	RDRAM	128MB	Samsung	500	\$35.00	H.K.
32Mx8-TCB0 (PC-266)	DDR	256Mb	Samsung	20K	\$6.00	H.K.
32Mx8-H (PC-266)	DDR	256Mb	Hynix	30K	\$5.85	H.K.
32Mx8-75 (PC-266)	DDR	256Mb	Infineon	20K	\$5.95	H.K.
32Mx8-7K (PC-266)	DDR	256Mb	Nanya	10K	\$5.70	Taiwan
16Mx8-TCB0 (PC-266)	DDR	128Mb	Samsung	20K	\$3.10	Taiwan
16Mx8-H (PC-266)	DDR	128Mb	Hynix	20K	\$3.05	H.K.
16Mx8-7 (PC-266)	DDR	128Mb	Infineon	10K	\$3.05	H.K.
16Mx8-75 (PC-266)	DDR	128Mb	Nanya	10K	\$3.00	Taiwan
32MxH-75 (PC-133)	SDRAM	256Mb	Hynix	30K	\$3.80	H.K.
32Mx8-TG75 (PC-133)	SDRAM	256Mb	Micron	30K	\$3.85	H.K.
16Mx8-H (PC-133)	SDRAM	128Mb	Hynix	20K	\$2.45	Taiwan
16Mx8-TG75 (PC-133)	SDRAM	128Mb	Micron	30K	\$2.45	Taiwan

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TRADEMARK
REEL: 002874 FRAME: 0324

BlackFin Research Analysts

Jim Coleman	Proprietary Semiconductors	(978) 356-3831	jcoleman@blackfinresearch.com
Joe Valenzuela	Commodity Semiconductors	(603) 773-9880 x119	jvalenzuela@blackfinresearch.com
Jack Whelan	Networking	(978) 273-2449	jwhelan@blackfinresearch.com

Channel Notes

Last week we commented that sources of ours were confident that Flextronics was expecting to get the nod from IBM regarding a divestiture agreement in which Flex would "inherit" at least one European facility, manufacturing desktop PCs, that would have brought in some \$10 billion worth of business over a three year period. We have since learned that Flex will not get the nod and that SCI will enter into the arrangement with "Big Blue". Supposedly, Flex decided not to "come down to" the price points that SCI was quoting in order to "buy" the low growth, low margin business..... Coming into the holiday season, we are hearing stories about a number of OEMs experiencing continued substantial softness in their business. For example, word is that Solectron currently has somewhere north of 200 Fuji pick-and-place lines sitting idle, while Sanmina has closed nine out of ten facilities for the Thanksgiving week.

DRAM / CPU / Spot Market Commentary

Benchmark 128Mb PC-133 SDRAM prices for major brands continue to drift lower, falling \$0.03 to \$1.27 amid light trading overnight in Asian spot. DDR memory is seeing more activity as buyers are accumulating inventory of DDR chips and modules ahead of the launch of the Intel 845D (P4/DDR) motherboard chipset. Traders speculate that the DRAM manufacturers are also holding back offers to spot, which is having the effect of buoying DDR prices at a 2X premium over PC-133 SDRAM in mainstream 128Mb densities. Rambus pricing is stable.

Asia/Pacific DRAM Spot Market Pricing

Memory	52 Week High	52 Week Low	11/21/2001	11/22/2001	11/23/2001	11/26/2001	11/27/2001	Daily Trend
256Mb PC-133 SDRAM	\$30.00	\$2.50	\$3.40	\$3.50	\$3.50	\$3.50	\$3.50	Stable
128Mb PC-133 SDRAM	\$7.20	\$0.87	\$1.45	\$1.40	\$1.35	\$1.30	\$1.27	Down
256MB Rambus RIMM	\$280.00	\$74.00	\$81.00	\$81.00	\$79.00	\$79.00	\$79.00	Stable
128MB Rambus RIMM	\$125.00	\$35.50	\$39.00	\$38.50	\$37.50	\$37.00	\$37.00	Stable

Sampling of Asia/Pacific DRAM Offers (Listed Prices)

Configuration	Type	Density	Brand	Quantity	Price	Country
256MB 800MHz RIMM	RDRAM	256MB	Samsung	500	\$79.00	H.K.
128MB 800MHz RIMM	RDRAM	128MB	Samsung	500	\$37.00	H.K.
16Mx8-TC80 266MHz	DDR	128Mb	Samsung	10K	\$2.80	H.K.
16Mx8-H 266MHz	DDR	128Mb	Hynix	10K	\$2.80	H.K.
8Mx16-H 266MHz	DDR	128Mb	Hynix	10K	\$2.80	H.K.
32Mx8-75 (PC-133)	SDRAM	256Mb	Micron	10K	\$3.50	H.K.
32Mx8-TC75 (PC-133)	SDRAM	256Mb	Samsung	10K	\$3.60	H.K.
32Mx8-H (PC-133)	SDRAM	256Mb	Hynix	10K	\$3.50	H.K.
16Mx8-H (PC-133)	SDRAM	128Mb	Hynix	15K	\$1.25	H.K.
16Mx8-75 (PC-133)	SDRAM	128Mb	Micron	20K	\$1.28	Taiwan
16Mx8-A75 (PC-133)	SDRAM	128Mb	NEC	20K	\$1.30	H.K.
16Mx8-TC75 (PC-133)	SDRAM	128Mb	Samsung	30K	\$1.30	H.K.
16Mx8-75 (PC-133)	SDRAM	128Mb	Vitellic	30K	\$1.25	Taiwan
8Mx8-H (PC-133)	SDRAM	64Mb	Hyundai	20K	\$0.65	H.K.
8Mx8-75 (PC-133)	SDRAM	64Mb	Vitellic	10K	\$0.60	Taiwan

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Institutional Sales (617) 531-3851

Brian Kritzer bkritzer@aviansecurities.com
Scot Pringle springle@aviansecurities.com
Greg Timilty gtimilty@aviansecurities.com

Institutional Trading (617) 531-3851, (888) 283-7324

Doug Jones djones@aviansecurities.com

Disclaimer:

Additional information is available upon request.

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TRADEMARK
REEL: 002874 FRAME: 0327

BlackFin Research Co., Inc.

October 29, 2001

BlackFin Research Analysts

Jim Coleman	Proprietary Semiconductors	(978) 887-8989	jcoleman@blackfinresearch.com
Joe Valenzuela	Commodity Semiconductors	(603) 773-8880 x119	jvalenzuela@blackfinresearch.com
Jack Wheilan	Networking	(978) 273-2449	jwheilan@blackfinresearch.com

DRAM / CPU / Spot Market Commentary

Mainstream 128Mb PC-133 SDRAM spot transaction prices were stable at \$0.90 amid light trading overnight in Asia. The 128MB 800MHz Non-ECC Rambus module fell \$0.50 to \$39.00, as excess supply entering spot put pressure on prices.

Asia/Pacific DRAM Spot Market Pricing

Memory	52 Week High	52 Week Low	10/23/2001	10/24/2001	10/25/2001	10/26/2001	10/27/2001	Daily Stand
256Mb PC-133 SDRAM	\$33.00	\$2.50	\$2.55	\$2.55	\$2.55	\$2.50	\$2.50	Stable
128Mb PC-133 SDRAM	\$9.85	\$0.90	\$0.95	\$0.92	\$0.92	\$0.90	\$0.90	Stable
256MB Rambus R1MM	\$260.00	\$74.00	\$86.00	\$86.60	\$86.50	\$86.00	\$86.00	Stable
128MB Rambus R1MM	\$125.00	\$35.50	\$40.00	\$40.00	\$40.00	\$39.50	\$39.00	Down

Sampling of Asia/Pacific DRAM Offers (Listed Prices)

Configuration	Density	Brand	Quantity	Price	Country
256MB 800MHz Non-ECC RDRAM R1MM	256MB	Samsung	500	\$86.00	H.K.
128MB 800MHz Non-ECC RDRAM R1MM	128MB	Samsung	500	\$39.00	H.K.
32Mx8-75 (PC-133)	256Mb	Micron	10K	\$2.50	H.K.
32Mx8-TC75 (PC-133)	256Mb	Samsung	10K	\$2.50	H.K.
18Mx8-H (PC-133)	128Mb	Hyundai	30K	\$0.90	H.K.
18Mx8-75 (PC-133)	128Mb	Micron	50K	\$0.93	Taiwan
18Mx8-A75 (PC-133)	128Mb	NEC	50K	\$B10	H.K.
18Mx8-TC75 (PC-133)	128Mb	Samsung	50K	\$0.95	H.K.
18Mx8-75 (PC-133)	128Mb	Vitelic	50K	\$0.90	Taiwan
8Mx8-H (PC-133)	64Mb	Hyundai	20K	\$0.47	H.K.
8Mx8-75 (PC-133)	64Mb	Vitelic	10K	\$0.48	Taiwan
4Mx16-H (PC-133)	64Mb	Hyundai	20K	\$0.60	H.K.

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Institutional Sales (817) 531-2851

Brian Kritzer	bkritzer@aviansecurities.com
Scott Pringle	springle@aviansecurities.com
Greg Timilty	gtimilty@aviansecurities.com

Institutional Trading (817) 531-2851 (888) 283-7328

Doug Jones	djones@aviansecurities.com
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TRADEMARK
REEL: 002874 FRAME: 0330

BlackFin Research Analysts

Jim Coleman	Proprietary Semiconductors	(978) 356-3831	jcoleman@blackfinresearch.com
Joe Valenzuela	Commodity Semiconductors	(603) 773-9680 x119	jvalenzuela@blackfinresearch.com
Jack Whelan	Networking	(978) 273-2449	jwhelan@blackfinresearch.com

Channel Notes

I have temporarily been "out of the loop" as our research effort has recently changed letterhead and address. However, judging from recent market moves, I assume that there must have been indications of improving fundamentals coming out of the earning announcements. So coming off our few week "seat on the bench", I hit the phones with renewed enthusiasm looking for signs of a turnaround from those in the "field". In my few week absence, did business conditions do a 180° turn, warranting the run-up in tech stock prices? As our customers know, our value-added is not predicting stock price moves. It's providing an objective and insightful look into business conditions from the "sales channel". Saying this, I don't want to rain on anyone's parade, but our channel checks suggest a little dose of reality is in order.

After spending time with some ex-colleagues of mine in distribution, one thing was certain; improving business in October did not cause Wall Street's party. The stories we're getting out of distribution are not about rebounds and order pick-ups, but more somber notes like three of the largest branches of one of the major semiconductor distributors closed October at roughly 50% of sales budget.

In terms of October business, we're hearing that book:bill out of distribution ran around 0.8:1, similar to September and August b:b's. Billings were down some 15%-18% sequentially (October/September), while net bookings, adjusted to include cancellations and credits, were down some 17%-20% sequentially. The less than 20% sequential decline in October billings and net bookings might not seem "too bad" considering it compares to a quarter-end month, September. However, we were reminded that October was a 5-week month as compared to a September 4-week month. We were told that with the extra week of business October results never materialized to expectations.

As for specific semiconductor categories, the b:b ratios are comparable to that of the last few months. Analog came in around 0.7:1, standard products including discretes, logic and DSPs was around 0.9:1 and programmable logic was also in the 0.9:1 range. The categories that showed some sequential improvement included communication whose 0.7:1 b:b was up from last month's 0.45:1 b:b. Memory also showed improvement with a 0.9:1 b:b that compared a to 0.7:1 b:b during the last two months. It appears that cancellations and returns have significantly subsided for memory as it was only early summer when memory had three months of negative b:b (cancellations exceeded bookings) results. One curious note is that military business reportedly dropped off in October. While the b:b for Mil-spec components had been north of parity for the past several months, we're hearing that it was below 0.8:1 in October...go figure.

Distribution is an excellent leading indicator for future business. As business begins to improve, requirements/orders start out small and hence tend to trickle into the disty channel first. Once things get "hot" and requirements large enough, manufacturers begin to take orders "direct". Right now, visibility remains murky at best as turns business remains the name of the game.

One final thought. While a number of market pundits are starting to preach that inventories have been worked off, distribution is still extremely cautious on this issue. After experiencing declining cancellations during the last three months, returns and credits shot up some 7% in October.

Jim Coleman (978) 356-3831

DRAM / CPU / Spot Market Commentary

Following in the path forged by Hynix over the past two days, the other major memory manufacturers, including Micron, Samsung, and Infineon, decided limit the availability of product and to take their 128Mb PC-133 SDRAM prices higher. Prices climbed steadily throughout the day, with asking prices reaching as high as \$1.15 on some broker offer lists. Most buyers today report accumulating stock between \$0.90 and \$1.00. When sellers tried to take prices over \$1.00, buyers retreated and decided to let the dust settle. Speculators, who have been dormant for months, also jumped into the fray with the belief that the chance for loss is low at these price levels. Rambus prices, too, rebounded today, no doubt lifted by the rising SDRAM tide.

Sources at Acer, Asustek, and Giga-Byte report that Intel has been doing a little arm-twisting, forcing them to take more chipsets than they need, especially the i845 Brookdale chipset. Spot prices of the i845 chipset consequently have dropped to \$39.00 today, but there were no willing buyers even when tempted with sub-\$39.00 pricing.

TRADEMARK

REEL: 002874 FRAME: 0331

Asia/Pacific DRAM Spot Market Pricing

Memory	52 Week High	52 Week Low	11/2/2001	11/5/2001	11/6/2001	11/7/2001	11/8/2001	Daily Trend
256Mb PC-133 SDRAM	\$33.00	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.70	Up
128Mb PC-133 SDRAM	\$8.50	\$0.87	\$0.90	\$0.87	\$0.90	\$0.90	\$1.00	Up
256MB Rambus RIMM	\$260.00	\$74.00	\$82.00	\$80.00	\$80.00	\$79.50	\$82.00	Up
128MB Rambus RIMM	\$125.00	\$35.50	\$36.00	\$35.50	\$35.50	\$35.50	\$37.50	Up

Sampling of Asia/Pacific DRAM Offers (Listed Prices)

Configuration	Density	Brand	Quantity	Price	Country
256MB 800MHz Non-ECC RDRAM RIMM	256MB	Samsung	500	\$82.00	H.K.
128MB 800MHz Non-ECC RDRAM RIMM	128MB	Samsung	500	\$37.50	H.K.
32Mx8-75 (PC-133)	256Mb	Micron	10K	\$2.70	H.K.
32Mx8-TC75 (PC-133)	256Mb	Samsung	10K	\$2.70	H.K.
16Mx8-H (PC-133)	128Mb	Hynix	30K	\$1.05	H.K.
16Mx8-75 (PC-133)	128Mb	Micron	50K	\$1.05	Taiwan
16Mx8-A75 (PC-133)	128Mb	NEC	50K	\$1.10	H.K.
16Mx8-TC75 (PC-133)	128Mb	Samsung	50K	\$1.05	H.K.
16Mx8-75 (PC-133)	128Mb	Vitellic	30K	\$1.00	Taiwan
8Mx8-H (PC-133)	64Mb	Hyundai	20K	\$0.55	H.K.
8Mx8-75 (PC-133)	64Mb	Vitellic	10K	\$0.50	Taiwan
4Mx16-H (PC-133)	64Mb	Hyundai	20K	\$0.70	H.K.

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Institutional Sales (617) 531-3851

Brian Kritzer bkritzer@aviansecurities.com
 Scot Pringle springle@aviansecurities.com
 Greg Timilty gtimilty@aviansecurities.com

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EXHIBIT 2

FORM OF
ASSIGNMENT OF TRADEMARK AND SERVICE MARK

WHEREAS, Fechtor, Detwiler & Co., Inc., a corporation organized and existing under the laws of the Commonwealth of Massachusetts, having a place of business at 225 Franklin Street, 20th Floor, Boston, Massachusetts 02110 (the "Assignor"), has adopted and used and is using the trademark and service mark (the "Mark") identified on Exhibit A hereto, and is the owner of the registrations of and pending registration applications for such Mark in the United States Patent and Trademark Office identified on said Exhibit A;

WHEREAS, Bluefin Research Partners, Inc., a corporation organized and existing under the laws of the State of Delaware, having a place of business at 75 State Street, Suite 2510, Boston, Massachusetts 02109-1814 (the "Assignee"), is desirous of acquiring said Mark and the registrations thereof and registration applications therefor; and

WHEREAS, this Assignment of Trademark and Service Mark is made pursuant to that certain Trademark and Service Mark License Agreement dated as of October __, 2003 by and between Assignor and Assignee (the "License Agreement");

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and pursuant to the License Agreement, said Assignor does hereby assign, sell and transfer unto said Assignee all of the Assignor's right, title and interest in and to the said Mark, together with (a) the registrations of and registration applications for said Mark, (b) the goodwill of the business symbolized by and associated with said Mark and the registrations thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with any and all past, present or future infringements or dilution of or damage or injury to said Mark or the registrations thereof or such associated goodwill.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this __ day of _____, _____.

FECHTOR, DETWILER & CO., INC.

By: _____

Name: _____

Title: _____

The foregoing assignment of said Mark and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the ___ day of _____, _____.

BLUEFIN RESEARCH PARTNERS, INC.

By: _____

Name: _____

Title: _____

COMMONWEALTH OF MASSACHUSETTS)

) ss.

COUNTY of SUFFOLK)

On this the ___ day of _____, _____, before me appeared _____, the person who signed this instrument, who acknowledged that (s)he is the _____ of Fechtor, Detwiler & Co., Inc. and that (s)he signed such instrument as a free act on behalf of Fechtor, Detwiler & Co., Inc.

Notary Public

[Seal]

My commission expires: _____

Registrations--

Trademark or
Service Mark

United States Patent and Trademark Office
Registration No. Registration Date

[List chronologically in ascending numerical order]

Pending Applications --

Trademark or
Service Mark

United States Patent and Trademark Office
Serial No. Filing Date

[List chronologically in ascending numerical order]

EXHIBIT 3

EXHIBIT 3

TRADEMARK AND SERVICE MARK LICENSE AGREEMENT

BlueFin Research Partners, Inc. ("BlueFin") and Fechtor, Detwiler & Co., Inc. ("Fechtor") (each a "Party" and, collectively, the "Parties") hereby enter into this Trademark and Service Mark License Agreement (collectively, the "Agreement"), effective as of _____ (the "Effective Date").

Whereas, BlueFin is the applicant in United States service mark application Serial No. _____ for _____ [OR] *Whereas*, BlueFin had adopted and commenced use of the mark _____ [WHICHEVER ACTIVITY OCCURS FIRST].

Whereas, Bluefin and Fechtor have entered into that certain Trademark and Service Mark License Agreement dated as of October __, 2003 (the "2003 Agreement"), pursuant to which the parties have agreed to enter into this Agreement;

Now, therefore, in consideration of the foregoing and of the covenants and promises set forth in this Agreement, and in exchange for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

1. **Definitions.**

a. "Affiliates" with respect to BlueFin and Fechtor shall mean:

(i) Any entity, operating in the securities industry or engaged in a business in the same or related fields as any of the businesses of Blackfin Research Co., Inc. ("Blackfin"), BlueFin or Fechtor (each, a "Corporate Party") (as such businesses may change or expand from time to time) of which at least a majority of the voting or beneficial equity interest is owned (directly or indirectly) by such Corporate Party (including but not limited to, in the case of BlueFin, Blackfin); and

(ii) Any entity, operating in the securities industry or engaged in a business in the same or related fields as any of the businesses of the Corporate Parties (as such businesses may change or expand from time to time), whose owners (direct or indirect) of at least a majority of the voting or beneficial equity interest also own (directly or indirectly) at least a majority of the voting or beneficial equity interest in such Corporate Party; and

(iii) Any entity, operating in the securities industry or engaged in a business in the same or related fields as any of the businesses of the Corporate Parties (as such businesses may change or expand from time to time), which owns (directly or indirectly) at least a majority of the voting or beneficial equity interest in such Corporate Party.

b. "Mark(s)" shall mean the following trademark(s) and service mark(s): [IDENTIFY MARK(S)].

2. **Grant of License.** Subject to the terms of this Agreement, BlueFin grants to Fechtor a perpetual non-exclusive and royalty-free license to use the Mark(s) in connection with (i) the production, marketing, and sales (A) of printed publications and periodical publications in the fields of finance, securities, financial and securities markets, investments and investment banking, and (B) of on-line publications and providing information on-line and via electronic means in the fields of finance, securities, financial and securities markets, investments and investment banking; (ii) the conduct of financial research services in the fields of business, finance, securities, financial and securities markets, investments and investment banking, within the United States; and (iii) the conduct of any related business activities. BlueFin shall promptly record a copy of this Agreement with the United States Patent and Trademark Office ("PTO").

3. **Sublicenses.** BlueFin and Fechtor each retain the right to use the Mark(s) and to license the Mark(s) to Affiliates of BlueFin and Fechtor, respectively, without the prior consent of the other Party. Fechtor shall not license the Mark(s) to third parties (other than to Affiliates of Fechtor) without the prior written consent of BlueFin. BlueFin shall not sublicense the Mark(s) to third parties (other than to Affiliates of BlueFin) without the prior written consent of Fechtor.

4. **Title.** Fechtor acknowledges that BlueFin has title to the Mark(s), and that the Mark(s) are valid.

5. **Use of the Mark(s).** The rights to use the Mark(s) of Fechtor and BlueFin in this Agreement are subject to the following conditions:

a. After the Mark(s) are registered with the PTO, Fechtor and BlueFin shall display with the Mark(s) any such trademark, service mark and other symbol or notices sufficient to provide reasonable notice to third parties of the Mark(s)' registered status. Such symbol or notices need not be displayed with each use of each Mark, but rather need only be displayed with sufficient frequency and prominence to provide reasonable notice of the Mark(s)' registered status.

b. Neither Fechtor nor BlueFin shall (and Fechtor and BlueFin shall cause their respective Affiliates not to) do any of the following: (i) use the Mark(s) as part of, or in conjunction with, any other names, marks, logos, or designs without the other Party's (Fechtore's or BlueFin's, as the case may be) prior written approval; (ii) use the Mark(s) or any confusingly similar marks, terms or designs, except as expressly authorized in this Agreement; (iii) take any actions inconsistent with BlueFin's or Fechtore's rights in the Mark(s) and any associated registrations, or attack the validity of the Mark(s), or any of the terms of this Agreement, or (iv) assist any third party to do any of the foregoing.

c. Notwithstanding any provision hereof, Fechtor's and BlueFin's (and their respective Affiliates') current uses of the Mark(s), representative samples of which are as set forth in Exhibit A hereof, are acknowledged to be in full compliance with the terms and conditions of this Agreement.

6. **Quality Control and Samples.**

a. BlueFin and Fechtor each agrees that it will use (and will cause any Affiliate sublicensees or licensees to use) the Mark(s) in connection with products and services of a quality at least comparable to that of the products and services that such Party (BlueFin or Fechtor, as the case may be) provides as of the date of this Agreement and, in any case, that each Party (and any Affiliate sublicensees or licensees) will use the Mark(s) in connection with products and services of professional quality such that the Mark(s) and associated goodwill are not maligned, tarnished, diluted or otherwise diminished in value.

b. Upon BlueFin's written request, but no more than once per calendar year, Fechtor shall provide BlueFin with representative examples of uses of the Mark(s) as actually used by Fechtor (and any Affiliate sublicensees).

7. **Infringement Proceedings.**

a. Each Party will inform the other Party promptly in writing of any alleged (i) unauthorized use by third parties of the Mark(s), or of confusingly similar marks, terms or designs, which comes to the attention of the notifying Party, and (ii) any action commenced or threatened against either Party (or its Affiliates) in connection with its use of the Mark(s).

b. BlueFin will have the right, but not the obligation, at its cost to bring any infringement action related to infringements of the Mark(s) by a third party. In such event, Fechtor will have the right, but not the obligation, to participate at its own expense.

c. If within ninety (90) calendar days after having been notified of an alleged infringement of the Mark(s), BlueFin has not brought an infringement action, then Fechtor will have the right, but will not be obligated, to prosecute at its own expense any action with respect to such allegations against such third party. In such event, BlueFin will have the right, but not the obligation, to participate at its own expense.

d. If any recovery is obtained in any infringement action commenced under this provision, such recovery shall be allocated pro rata to each participating Party proportional to the expenses incurred by each such Party in connection with its participation in the action.

e. Such Party commencing such infringement action shall, if the other Party elects not to participate in such action, indemnify the non-participant Party from any and all liability, judgments, costs and attorney's fees.

f. If on account of use of any of the Mark(s) by either Party (or such Party's Affiliates), an action for infringement or unfair competition is brought against that Party, such Party is responsible to defend against any such action and pay its own attorneys' fees, costs and expenses. The other Party has the right to participate in such action at its own expense.

8. **Term of Agreement.** This Agreement shall take effect as of the Effective Date and shall remain in effect until terminated in accordance with the terms hereof or by written agreement of the Parties.

a. If Fechtor does not use any of the Marks, in accordance with the terms hereof, during any period of three consecutive years following the effective date of this Agreement, and BlueFin does use such Mark during such period of time, Fechtor's license granted under this Agreement solely with respect to such Mark shall terminate. If BlueFin does not use any Mark, in accordance with the terms hereof, during any period of three consecutive years following the effective date of this Agreement and Fechtor does use such Mark during such period of time, BlueFin will, promptly upon receipt of Fechtor's written request after such period of time, assign to Fechtor all of BlueFin's rights in such Mark, through the execution of an assignment agreement in substantially the form attached hereto as Exhibit B.

b. If BlueFin uses any of the Marks in violation of this Agreement, Fechtor will notify BlueFin, in writing, of such violation, specifying with reasonable particularity the Mark and the product(s) and/or service(s) associated with the violation, and BlueFin will have sixty (60) calendar days to cure such violation to the reasonable satisfaction of Fechtor. If such violation is not so cured, a conference will be promptly convened among the senior executive officers of BlueFin and Fechtor who shall endeavor in good faith to resolve the dispute. If the dispute is not resolved within thirty (30) calendar days of such settlement conference, Fechtor may utilize the dispute resolution mechanisms pursuant to Section 18 of this Agreement.

c. If Fechtor uses any of the Marks in violation of this Agreement, BlueFin will notify Fechtor, in writing, of such violation, specifying with reasonable particularity the Mark and the product(s) and/or service(s) associated with the violation, and Fechtor will have sixty (60) calendar days to cure such violation to the reasonable satisfaction of BlueFin. If such violation is not so cured, a conference will be promptly convened among the senior executive officers of BlueFin and Fechtor who shall endeavor in good faith to resolve the dispute. If the dispute is not resolved within thirty (30) calendar days of such settlement conference, BlueFin may utilize the dispute resolution mechanisms pursuant to Section 18 of this Agreement.

9. **Indemnification.**

a. BlueFin shall indemnify, defend and hold harmless Fechtor and its Affiliates, and their respective employees, representatives, directors, officers, agents and attorneys, from and against any and all costs, liabilities and expenses, including without limitation, interest, penalties, attorney and third party fees, and all amounts paid in the investigation, defense and/or settlement of any of the foregoing, that relate in any way to the manufacture, production, performance, design, sale, distribution, use or advertisement of products manufactured by or for BlueFin or its Affiliates and/or sold by BlueFin or its Affiliates, or services rendered by or for BlueFin or its Affiliates, notwithstanding any approval which may have been given by Fechtor regarding such products or services.

b. Fechtor shall indemnify, defend and hold harmless BlueFin and its Affiliates, and their respective employees, representatives, directors, officers, agents and attorneys, from and against any and all costs, liabilities and expenses, including without limitation, interest, penalties, attorney and third party fees, and all amounts paid in the investigation, defense and/or settlement of any of the foregoing, that relate in any way to the manufacture, production, performance, design, sale, distribution, use or advertisement of products manufactured by or for Fechtor or its Affiliates and/or sold by Fechtor or its Affiliates, or services rendered by or for Fechtor or its Affiliates, notwithstanding any approval which may have been given by BlueFin regarding such products or services.

10. Should either Party make any use of any trade or service mark, other than the Mark(s) or the Marks which are the subject of the 2003 Agreement, which the other Party claims to own, then the Party that alleges ownership shall notify the other Party in writing of its ownership claim and if that Party ceases use of the mark within ninety (90) days after receipt of a written request to cease said use, the other Party shall suffer or incur no liability or cost to the Party alleging ownership. If, however, the alleged infringement continues beyond such 90-day period, the infringing Party will not cite the 90-day cure period as a basis for waiver, laches, acquiescence and/or estoppel or other defense in any action or proceeding by the other Party against the infringing Party.

11. Nothing in this Agreement shall preclude or limit either Party from making "fair use" of any present or future trademark or service mark registered by or used by the other Party (as the term "fair use" is construed under the United States Trademark Act (Lanham Act), as amended, 15 U.S.C. §§ 1051 et seq.

12. **Relation of the Parties.** Nothing in this Agreement shall be construed to create a relationship between the Parties of agency, partnership, or joint venturers, nor to render either Party liable for any debts or obligations incurred by the other. Neither Party is authorized to enter into agreements for or on behalf of the other, to collect any obligation due or owed to the other, accept service of process for the other, or to bind the other in any manner whatsoever.

13. **Assignment.** Either Party may assign or transfer its rights and obligations under this Agreement with the sale of all or substantially all of its assets, stock, or other merger or consolidation. Otherwise, neither Party may assign or transfer its rights or obligations under this Agreement, other than to an Affiliate of such Party, without the prior written consent of the other Party. Any purported assignment or transfer of this Agreement not in compliance with this Agreement shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

14. **Severability.** The invalidity or partial invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

15. **Reservation of Rights.** Each Party reserves all rights with respect to its use or registration as names, trade names, trademarks, or service marks, and its right to contest, challenge, or oppose the other Party's use or registration as names, trade names, trademarks, service marks or any names or marks, other than as expressly set forth herein and in the 2003 Agreement.

16. **Choice of Law/Disputes/Forum.** This Agreement shall be construed under and enforced in accordance with the laws of the United States and the Commonwealth of Massachusetts. Any disputes regarding this Agreement shall result in a good faith settlement conference among the senior executive officers of each of the disputing Parties to be held no later than sixty (60) calendar days of the date upon which the dispute arose. If the dispute(s) cannot be resolved in this conference to the satisfaction of the each disputing Party, the Parties agree first to endeavor in good faith to settle the dispute by mediation administered by a mediator mutually agreed-upon by each of the disputing Parties before resorting to arbitration. Any disputing Party shall have the right to initiate mediation proceedings within thirty (30) calendar days of the date of the senior executives settlement conference which failed to resolve the dispute. In the event a mediation is terminated without the execution of a settlement agreement by the disputing Parties, the controversy, claim or dispute which was the subject of mediation, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Any disputing Party shall have the right to initiate arbitration proceedings within thirty (30) calendar days of the conclusion of the mediation which failed to resolve the dispute. Any mediation or arbitration shall take place in Boston, Massachusetts. Any arbitration will be brought before a three-person Arbitration Panel, consisting of a neutral umpire and two Party-appointed arbitrators (not affiliated or related to or having a family or business relationship with any of the Parties), one appointed by BlueFin and one appointed by Fechter. If the Parties, with the assistance of their Party-appointed arbitrators, cannot agree on a mutually acceptable umpire, that umpire will be selected pursuant to Rule 14 of the Commercial Arbitration Rules.

17. **Entire Agreement; Amendments; Counterparts.** This Agreement, together with the Settlement Agreement and Mutual General Release and the 2003

Agreement dated _____ executed by and between the Parties on October ____, 2003, constitute the entire agreement and understanding between the Parties with respect to its subject matter, is intended as a complete and exclusive statement of the terms of their agreement, and supersedes any prior or contemporaneous agreements or understandings relating to the subject matter hereof. This Agreement may not be amended, supplemented, or modified in any respect except by written agreement of each of Fechter and BlueFin, duly signed by their respective authorized representatives. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute but one and the same instrument.

18. **Waiver.** Either Party may specifically waive any breach of this Agreement by the other Party, but no such waiver shall be deemed effective unless in writing, signed by the waiving Party, and specifically designating the breach waived. No waiver shall constitute a continuing waiver of similar or other breaches. One Party's consent or approval of any act or omission by the other shall not be deemed to render unnecessary the consent to or approval of any subsequent act or omission by the other Party.

19. **Notice.** Any notice hereunder shall be in writing and shall be deemed received upon personal delivery, if so delivered; upon acknowledgment of receipt, if sent by facsimile; five (5) business days after having been deposited in the United States mail, first-class postage prepaid, registered or certified, return receipt requested; or on the next business day if sent for overnight delivery by a nationally recognized overnight delivery service, and in each case shall be addressed as set forth below or to such other address as one Party may designate to the other by written notice.

If to Fechter: Stephen Z. Frank, Esq.
 Fechter Detwiler & Co., Inc.
 20th Floor
 225 Franklin Street
 Boston, MA 02110

If to the BlueFin: Philip M. Giordano, Esq.
 Giordano, Champa & Powers, LLP
 75 State Street, Suite 2520
 Boston, MA 02109

and

Kirk Teska, Esq.
Iandioro & Teska
260 Bear Hill Rd.
Waltham, MA 02451

20. **Headings.** The descriptive headings of this Agreement are for convenience only and do not constitute a part of the Agreement or affect its meaning or interpretation.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement under seal as of the date first written above.

BLUEFIN RESEARCH PARTNERS, INC.

By: _____

Title: _____

Date: _____

FECHTOR, DETWILER & CO., INC.

By: _____

Title: _____

Date: _____

EXHIBIT A

Representative Samples of Each Party's Current Uses of the Mark(s)

LITDOCS:521143.1

TRADEMARK
REEL: 002874 FRAME: 0348

EXHIBIT B

FORM OF
RECIPROCAL ASSIGNMENT OF TRADEMARK AND SERVICE MARK

WHEREAS, Bluefin Research Partners, Inc., a corporation organized and existing under the laws of the State of Delaware, having a place of business at 75 State Street, Suite 2510, Boston, Massachusetts 02109-1814 (the "Assignor"), has adopted and used and is using the trademark and service mark (the "Mark") identified on Exhibit A hereto, and is the owner of the registrations of and pending registration applications for such Mark in the United States Patent and Trademark Office identified on said Exhibit A;

WHEREAS, Fechter, Detwiler & Co., Inc., a corporation organized and existing under the laws of the Commonwealth of Massachusetts, having a place of business at 225 Franklin Street, 20th Floor, Boston, Massachusetts 02110 (the "Assignee"), is desirous of acquiring said Mark and the registrations thereof and registration applications therefor; and

WHEREAS, this Assignment of Trademark and Service Mark is made pursuant to that certain Trademark and Service Mark License Agreement dated as of October __, 2003 by and between Assignor and Assignee (the "License Agreement");

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and pursuant to the License Agreement, said Assignor does hereby assign, sell and transfer unto said Assignee all of the Assignor's right, title and interest in and to the said Mark, together with (a) the registrations of and registration applications for said Mark, (b) the goodwill of the business symbolized by and associated with said Mark and the registrations thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with any and all past, present or future infringements or dilution of or damage or injury to said Mark or the registrations thereof or such associated goodwill.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this __ day of _____, _____.

BLUEFIN RESEARCH PARTNERS, INC.

By: _____
Name: _____
Title: _____

Registrations--

Trademark or
Service Mark

United States Patent and Trademark Office
Registration No. Registration Date

[List chronologically in ascending numerical order]

Pending Applications --

Trademark or
Service Mark

United States Patent and Trademark Office
Serial No. Filing Date

[List chronologically in ascending numerical order]