

Form PTO-1594 (Rev. 03/05)  
OMB No. 0651-0027 (exp. 6/30/2005)

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Brine, Inc.

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

Citizenship (see guidelines) Massachusetts

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

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) April 14, 2005

- Assignment
  - Security Agreement
  - Other \_\_\_\_\_
  - Merger
  - Change of Name
- Document ID No. 700175808

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: Fleet National Bank  
 Internal Address: \_\_\_\_\_  
 Street Address: 100 Federal Street  
 City: Boston State: Massachusetts  
 Country: USA Zip: 02110

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Company Citizenship Massachusetts

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
78/406,582

B. Trademark Registration No.(s)  
1,241,312; 2,185,261; 2,474,071; 2,791,413

Additional number(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Michael F. Dowley, Esq.  
 Internal Address: \_\_\_\_\_  
 Street Address: Burns & Levinson LLP, 125 Summer Street  
 City: Boston  
 State Massachusetts Zip: 02110-1624  
 Phone Number: 617-345-3820  
 Fax Number: 617-345-3299  
 Email Address: MDowley@BurnsLev.com

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

5

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
 Expiration Date \_\_\_\_\_  
 b. Deposit Account Number 50-2383  
 Authorized User Name Kimberly Whitehead

**9. Signature:**

*Kimberly B. Whitehead*  
Signature

June 27, 2005  
Date

Kimberly B. Whitehead  
Name of Person Signing

Total number of pages including cover sheet, attachments and document: 26

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$140.00 502383 78406582

05/02/2005  
700175808

Form PTO-1594 (Rev. 03/05)  
OMB No. 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Brine, Inc.

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

Citizenship (see guidelines) Massachusetts

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s)

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Fleet National Bank  
 Internal Address: \_\_\_\_\_  
 Street Address: 100 Federal Street  
 City: Boston State: Massachusetts  
 Country: USA Zip: 02110

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Company Citizenship Massachusetts

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)  
78/406,882

B. Trademark Registration No.(s)  
1,241,312; 2,185,261; 2,474,071; 2,791,413

Additional number(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Michael F. Dowley, Esq.  
 Internal Address: \_\_\_\_\_  
 Street Address: Burns & Levinson LLP, 125 Summer Street  
 City: Boston  
 State: Massachusetts Zip: 02110-1624  
 Phone Number: 617-345-3920  
 Fax Number: 617-345-3299  
 Email Address: MDowley@BurnsLev.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
 Expiration Date \_\_\_\_\_  
 b. Deposit Account Number 50-2393  
 Authorized User Name Kimberly Whitehead

9. Signature:

Kimberly B. Whitehead  
Signature

May 2, 2005  
Date

Kimberly B. Whitehead  
Name of Person Signing

Total number of pages including cover sheet, attachments and document

24

Documents to be recorded (including cover sheet) should be faxed to (703) 368-6995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**NOTICE OF SECURITY INTEREST**

**(IN U.S. TRADEMARKS)**

WHEREAS, BRINE INC., a Massachusetts corporation (herein referred to as "Assignor"), having a principal place of business at 47 Sumner Street, Milford, MA 01757, has adopted, used and is using the trademarks listed on Exhibit A annexed hereto, which trademarks are registered in the United States Patent and Trademark Office, or are applications pending in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to FLEET NATIONAL BANK, a Bank of America company (herein referred to as "Assignee"), having a principal place of business at 100 Federal Street, Boston, MA 02110, and has entered into that certain Security Agreement by and between Assignor and Assignee of even date, attached hereto as Exhibit B, (the "Agreement");

WHEREAS, all capitalized terms not defined herein shall have the meanings given to them in the Agreement; and

WHEREAS, pursuant to the Agreement, Assignor has granted to Assignee a security interest in all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Agreement, now or hereafter owing by the Assignor.

NOW THEREFORE, for good and valuable consideration, the receipt of which are hereby acknowledged, Assignor does hereby grant to Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations now or hereafter owing by the Assignor.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Notice of Security Interest may be executed in two or more counterparts, each of which shall be identical and may be introduced in evidence or used for any other purpose without any other counterpart, but all of which shall together constitute one and the same agreement.

For notice purposes, Assignee's address is Fleet National Bank, 100 Federal Street, Boston, MA 02110, Attn: David R. Keller, Senior Vice President.

IN WITNESS WHEREOF, Assignor has caused this Notice of Security Interest to be duly executed by its officer thereunto duly authorized as of the 14<sup>th</sup> day of April, 2005.

BRINE, INC.

By: Thomas M. Pelletier Senior Vice President  
Name: Thomas M. Pelletier  
Title: Senior Vice President

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this 14<sup>th</sup> day of April, 2005, before me, the undersigned notary public, personally appeared Thomas M. Pelletier, Senior Vice President of Brine, Inc., proved to me through satisfactory evidence of identification, which was his Massachusetts driver's license to be the person whose name is signed on the preceding document; and acknowledged to me that he signed it voluntarily for its stated purpose, as Senior Vice President of Brine, Inc.

[Signature]

Notary Public

SEAL



MICHAEL F. DOWLEY  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
October 1, 2010

**EXHIBIT A**  
**TRADEMARKS**

J:\Docs\1617840020\00915068.DOC

EXHIBIT 1

TIN No	TIN Name	Product Category	Days Filled	FILE No-100 (in Litigation or Pledge)	Requested Date	Updated Date	EXPIRES	REVIEW DATE	REMARKS ON	REVISIONAL DATE
All trademarks in the following groups are registered and should be followed by ®, but only on those products for which the trademark has been registered.										
1,575,486	The Check	Soccer balls			12/27/1993	12/27/1993				
1,811,728	Soccer & Design	Soccer balls			2/8/1990	2/8/1990				
1,978,361	Soccer Ball (Community)	Soccer balls			1/2/1988	1/2/1988				
1,977,791	Enduro	Soccer balls			11/27/1991	11/27/1991				
1,977,476	Enduro-2	Soccer balls	20 years		11/27/1991	11/27/1991				
1,941,312	Enduro - Class 28	See note below	20 years		6/17/1988	6/17/1988				
1,946,251	Enduro - Class 26	See note below	20 years		6/17/1988	6/17/1988				
2,240,988	Wind - 28	Chairs			12/15/1993	12/15/1993				
2,343,675	Wind Design - 28	Soccer balls			6/17/1988	6/17/1988				
2,344,341	Wind Design - Class 18	All purpose sports bags			6/17/1988	6/17/1988				
2,344,341	Wind Design - Class 18	All purpose sports bags			6/17/1988	6/17/1988				
2,353,465	Wind Design - Class 28	Chairs			11/27/1991	11/27/1991				
2,358,529	In The Crown	Hockey pucks & soccer goals			12/27/1993	12/27/1993				
2,358,529	Ready	Soccer balls			12/27/1993	12/27/1993				
2,421,448	Auro	Lac sticks			12/27/1993	12/27/1993				
2,425,251	Eggs	Lac sticks			12/27/1993	12/27/1993				
2,425,251	Wigs	Lac sticks			12/27/1993	12/27/1993				
2,425,251	Prescription	Lac sticks			12/27/1993	12/27/1993				
2,435,653	V-Flexed	Lac sticks			12/27/1993	12/27/1993				
2,468,406	Turms (used only) - 28	Lac sticks & nets			12/27/1993	12/27/1993				
2,473,396	Q-Tec	Lac sticks			12/27/1993	12/27/1993				
2,534,797	46	Lac sticks			12/27/1993	12/27/1993				
2,568,281	Quers	Lac sticks			12/27/1993	12/27/1993				
2,568,281	Quers	Lac sticks			12/27/1993	12/27/1993				
2,583,539	Quers-28	Lac sticks			12/27/1993	12/27/1993				
2,601,298	Quers-28	Lac sticks			12/27/1993	12/27/1993				
2,607,300	Vindicator	Soccer balls			12/27/1993	12/27/1993				
2,608,251	Vindicator	Lac sticks & protectors			12/27/1993	12/27/1993				
2,701,394	Vindicator	Soccer balls			12/27/1993	12/27/1993				
2,717,961	X-Factory	Lacrosse protectors			12/27/1993	12/27/1993				
2,726,969	Quers	Lacrosse sticks			12/27/1993	12/27/1993				
2,736,883	Quers	Lacrosse sticks			12/27/1993	12/27/1993				
2,760,288	L.A.S. (WALL)	Lacrosse sticks			12/27/1993	12/27/1993				
2,760,288	Quers	Lacrosse sticks			12/27/1993	12/27/1993				
2,787,285	Pro Peach	Lac sticks			12/27/1993	12/27/1993				
2,791,415	BYBINE	Full leggings			12/27/1993	12/27/1993				
2,810,168	WebCo	Field training stick guards			12/27/1993	12/27/1993				
2,820,071	Wanda	Lac sticks, heads, PVC sticks			12/27/1993	12/27/1993				
2,838,666	Fig-8-CP	Lacrosse sticks			12/27/1993	12/27/1993				
2,838,666	Terandy	Lacrosse sticks, heads, parts			12/27/1993	12/27/1993				
2,838,666	Terandy	Lacrosse sticks, heads, parts			12/27/1993	12/27/1993				
2,853,125	Reyans	Lacrosse sticks, heads, parts			12/27/1993	12/27/1993				
2,866,823	Red, Black	Lacrosse sticks			12/27/1993	12/27/1993				
2,866,823	Red, Black	Lacrosse sticks			12/27/1993	12/27/1993				
2,883,246	ProBuckey	Lacrosse sticks, heads, parts			12/27/1993	12/27/1993				
2,883,246	ProBuckey	Lacrosse sticks, heads, parts			12/27/1993	12/27/1993				
2,883,246	ProBuckey	Lacrosse sticks, heads, parts			12/27/1993	12/27/1993				
2,908,218	Witch	Lac sticks, heads, parts			12/27/1993	12/27/1993				
2,917,282	Witch	Netballs			12/27/1993	12/27/1993				
2,972,282	Super-Orange	Lac sticks, heads, parts, stick guards			12/27/1993	12/27/1993				
2,993,030	HTC	Stick, nets & training sticks			12/27/1993	12/27/1993				
2,999,382	Beetle	Lacrosse sticks			12/27/1993	12/27/1993				
2,999,382	Beetle-X	Lacrosse sticks			12/27/1993	12/27/1993				
2,999,382	Beetle-X	Lacrosse sticks			12/27/1993	12/27/1993				



**EXHIBIT B**

**SECURITY AGREEMENT**

J:\Docs\1617840002\00915068.DOC



## SECURITY AGREEMENT

**SECURITY AGREEMENT** entered into in Boston, Massachusetts, as of April 14, 2005 by and between Brine, Inc., a Massachusetts corporation, having a principal place of business at 47 Summer Street, Milford, Massachusetts 01757 (hereinafter called "Borrower"), and FLEET NATIONAL BANK, a Bank of America company, having a principal place of business at 100 Federal Street, Boston, Massachusetts 02110 (hereinafter called "Lender").

### **I. Definitions:**

(a) "Affiliate" shall mean any Person controlling, controlled by or under direct or indirect common control with Borrower, and any other Person directly or indirectly holding 5% or more of any class of the capital stock or other equity interests of Borrower or any other Person 5% of more of any class of whose capital stock or other equity interests is held directly or indirectly by that Person.

(b) "Collateral" shall mean all of Borrower's present and future right, title and interest in and to any and all of the personal property of Borrower now owned or hereafter acquired, including, but not limited to:

*All equipment, machinery, and Inventory;*

*All accounts, accounts receivable, notes receivable, contract rights, chattel paper (whether tangible or electronic), and any and all supporting obligations applicable thereto including but not limited to credit insurance proceeds relating thereto;*

*All deposit accounts, health-care-insurance receivables, including, without limitation, any and all credit insurance proceeds thereto, and commercial tort claims;*

*All general intangibles relating in any manner to the collateral described above, including, without limitation, all of Borrower's rights (which Lender may exercise or not as it in its sole discretion may determine) to acquire or obtain goods and/or services with respect to the processing, storage, sale, shipment or delivery of Borrower's Inventory or other Collateral;*

*All liens, guaranties, securities, rights, remedies and privileges pertaining to any of the Collateral, including the right of stoppage in transit;*

*All insurance claims, including, without limitation, credit insurance claims, refunds, premium rebates and proceeds arising out of the Collateral;*

*All goodwill, trade secrets, computer programs, customer lists, copyrights, and trade names;*

All (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefore, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A (the "Trademarks");

All patents or applications for patents, fees or royalties with respect to each, including, without limitation, the right to sue for past infringement and damages therefore, and licenses thereunder, all as presently existing or hereafter arising or acquired;

All documents and instruments (whether negotiable or nonnegotiable, and whether or not attached to chattel paper), payment intangibles, letter of credit rights, supporting obligations;

The assignment of that certain patent infringement judgment against STX, L.L.C. in the matter entitled Brine, Inc. and Sports Licensing, Inc. v. STX, L.L.C. Civil Action No. 99-40167-NMG pending in the United States District Court for the District of Massachusetts (the "Patent Infringement Judgment"), and any amounts owed to Borrower thereunder, subject to the rights of Peter Brine, of Hanover, new Hampshire and William Brine, of Hanover, New Hampshire in the amount of \$420,000.

Any and all proceeds of Collateral of every kind and nature, wherever located, and in whatever form, including, without limitation, both cash and non-cash proceeds resulting or arising from the rendering of services by Borrower, or the sale or other disposition by Borrower of Inventory or other Collateral; and

All books and records relating to the above-described Collateral.

(c) "Contract Rights" or "contract rights" shall mean the rights of Borrower under contracts, including, but not limited to, contracts or rights that may have been or may be assigned to Borrower.

(d) "Debtor(s)" shall mean Borrower's customers who are indebted to the Borrower.

(e) "Event of Default" shall mean any Event of Default under the Credit Facility Agreement. "Default" shall mean the occurrence of an event, which with the giving of notice or passage of time or both would constitute an Event of Default.

(f) "Inventory" shall include, without limitation, any and all goods, wares, merchandise, raw materials, work in process, supplies and components, finished goods, and other tangible personal property, whether held by Borrower for sale, for Borrower's use or consumption or other disposition or in transit, and all products of and accessions to Inventory and all documents of title, whether negotiable or nonnegotiable, representing any of the foregoing.

(g) "Lender" shall mean Fleet National Bank, and its successors and/or assigns with respect to this Agreement.

(h) "Credit Facility Agreement" shall mean the Credit Facility Agreement of even date herewith by and among Borrower, Brine Helmet Corporation, a Massachusetts corporation ("Brine Helmet"), and Lender, as may be amended from time to time.

(i) "Obligation(s)" shall mean all loans, advances, indebtedness, notes, liabilities and amounts owing by Borrower to Lender, now existing or hereafter arising, direct or indirect, absolute or contingent, including but not limited to those arising under or in connection with the Credit Facility Agreement, and the performance by Borrower of all acts, obligations, covenants, terms, and conditions, in each case whether now or hereafter arising under this Agreement, the Credit Facility Agreement or under any other agreement between Borrower and Lender in connection with the loan, advances and other obligations referenced in the Credit Facility Agreement and including, but not limited to, obligations evidenced by that certain promissory note of even date herewith from Borrower and Brine Helmet to Lender in the original maximum principal amount of \$13,000,000.00, as may be amended from time to time. Without limiting the generality of the foregoing, said term shall include all principal and interest and other charges chargeable to Borrower or due from Borrower to Lender or any Lender from time to time under the obligations of Borrower arising under or in connection with the Credit Facility Agreement or the loan contemplated thereunder and all costs and expenses referred to in this Agreement or in the Credit Facility Agreement. Obligations also includes all liabilities of the Borrower to the Lender, whether existing or hereafter arising, under any foreign exchange contracts, interest rate swap, cap, floor or hedging agreements, or other similar agreements, and all obligations of the Borrower to the Lender under any Automated Clearing House ("ACH") Agreements relating to the processing of ACH transactions, together with all fees, expenses, charges and other amounts owing by or chargeable to the Borrower under the ACH Agreements and all liabilities to the Lender to repay overdrafts and other amounts due to the Lender under any existing or future agreements relating to cash management services.

(j) "Permitted Encumbrances" shall have the meaning ascribed to such term in the Credit Facility Agreement (which exceptions shall apply only to the extent permitted by the Credit facility Agreement).

(k) "Person" or "party" shall include individuals, partnerships, trusts, corporations and all other entities.

All words and terms used in this Agreement other than those specifically defined above, or elsewhere in this Agreement, shall be deemed to have the meanings ascribed to them in the Massachusetts Uniform Commercial Code (General Laws, Chapter 106), as amended from time to time (hereinafter referred to as the "Code").

2. Security Interest: Borrower hereby grants to Lender a continuing security interest in all of the Collateral. The security interest granted by this Agreement is given to and shall be held by Lender as security for the payment and performance of all Obligations.

If Borrower shall at any time acquire a commercial tort claim, as defined in the Code, Borrower shall immediately notify the Lender of the brief details of such commercial tort claim in a writing signed by Borrower and grant to the Lender in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Lender.

The Lender may at any time and from time to time, and Borrower hereby appoints the Lender its attorney in fact to, file financing statements, continuation statements and amendments thereto that describe the Collateral as all assets of the Borrower or words of similar effect, and which contain any other information required by the Code for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment, including whether Borrower is an organization, the type of organization and any organization identification number issued to Borrower. Borrower agrees to furnish any such information to the Lender on behalf of Borrower, as reasonably requested by the Lender as may be required by the Credit Facility Agreement or as may be necessary to effect the provisions of this paragraph, and such information may be filed at any time in any jurisdiction.

Borrower shall, at any time and from time to time, take such steps as the Lender may reasonably request for Borrower to (a) obtain an acknowledgement, in form and substance satisfactory to the Lender, of any bailee having possession of any of the Collateral that the bailee holds for the Lender, (b) obtain "control" of any investment property, deposit accounts, letter-of-credit rights or electronic chattel paper (within the meaning of the Code), with any agreements establishing control to be in form and substance satisfactory to the Lender, and (c) otherwise insure the continued perfection and priority of the Lender's security interest in any of the Collateral and of the preservation of its rights therein.

Nothing contained in this Section 2 shall be construed to narrow the scope of the Lender's security interest in any of the Collateral or the perfection or priority thereof, or to impair or otherwise limit any of the rights, powers, privileges or remedies of the Lender hereunder.

3. **Use of Collateral:** Lender hereby authorizes and permits Borrower to hold, process, sell, use or consume the Inventory for fair consideration, all in the ordinary course of Borrower's business; provided, however, that Borrower shall not make sales to creditors or in bulk or sales or other dispositions, occurring under circumstances which would or could create any lien or interest adverse to Lender's security interest or other rights hereunder in the proceeds resulting therefrom other than the Permitted Encumbrances. Upon an Event of Default that is continuing, the Lender may, without other cause or notice, terminate all or any part of the authority and permission granted to Borrower herein or elsewhere in this Agreement with respect to the Collateral.

4. **Allowances:** Except in accordance with past practices, Borrower may not grant allowances or other adjustments to Debtors or extend the time for payment of any amounts due to Borrower from a Debtor in any material amount.

5. **Costs and Expenses:** Borrower shall pay to Lender any and all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees, court costs, litigation and other expenses) incurred or paid by Lender in enforcing any of Lender's rights or the Obligations, including, without limitation, any and all such costs and expenses relating to UCC searches and filing fees and any and all such costs and expenses incurred or paid by Lender in defending Lender's security interest in or title or right to the Collateral or in collecting or attempting to collect or enforcing or attempting to enforce payment of the Obligations.

6. **Deliveries:** Borrower shall deliver to Lender from time to time promptly at its written request as Lender may reasonably require, all invoices, original documents of title, contracts, chattel paper, instruments and any other writings relating thereto and other evidence of performance of contracts or the rendering of services; and Borrower will deliver to Lender promptly at Lender's written request from time to time additional copies of any or all of such papers or writings, and such other information with respect to any of the Collateral and such schedules of Inventory, schedules of accounts and such other writings as Lender may in its reasonable discretion deem to be necessary or appropriate in connection with Lender's security interest in the Collateral.

7. **Legends; Instructions:** Borrower shall promptly make, stamp or record such entries or legends on Borrower's books and records or on any of the Collateral as Lender shall reasonably request from time to time to indicate and disclose that Lender has a security interest in such Collateral.

8. **Intentionally Omitted.**

9. **Further Assurances:** Borrower will do, make, execute and deliver all such additional acts, things, writings, deeds, assurances or instruments as Lender may reasonably require to carry into effect the provisions and intent of this Agreement, or to vest more fully in or assure to Lender (including, without limitation, all steps to create and perfect) the security interest in the Collateral granted to Lender by this Agreement, including, without limitation, to comply with applicable law to facilitate the collection of the Collateral.

10. **Covenants and Warranties:** Borrower covenants with and warrants to Lender:

(a) That all Inventory, and other Collateral in which Lender is now or hereafter given a security interest pursuant to this Agreement will at all times be kept and maintained in good order and condition (subject to customary trade tolerances) at the sole cost and expense of Borrower.

(b) That, at the date hereof, Borrower is (and as to Collateral that the Borrower may acquire after the date hereof, will be) the lawful owner of the Collateral, and that the Collateral, and each item thereof, is, will be, and shall continue to be free of all restrictions, liens, encumbrances, or other right, title or interest (other than the security interest therein granted to Lender hereby and Permitted Encumbrances), credits, defenses, recoupments, set-off or counterclaims whatsoever except as expressly permitted by the Credit Facility Agreement; that

Borrower has and will have full power and authority to grant to Lender a security interest therein; that except as aforesaid, Borrower has not transferred, assigned, sold, pledged, encumbered, subjected to lien or granted a security interest in, and will not transfer, assign, sell (except sales or other dispositions in the ordinary course of business as expressly permitted in Section 3 of this Agreement and Permitted Encumbrances), pledge, encumber, subject to lien or grant any security interest in any of the Collateral (or any of Borrower's right, title or interest therein) to any person other than Lender and except for Permitted Encumbrances; that the Collateral is and will be valid and genuine in all respects; that no part of the Collateral (or the validity or enforceability by Lender thereof) is or shall be contingent upon the fulfillment of any agreement or condition whatsoever, except for that Collateral which consists of contract rights, and that all Collateral which is comprised of Borrower's rights to receive payments from Debtors shall represent unconditional and undisputed bona fide indebtedness by the Debtor for the sale of goods or services rendered by Borrower to Debtor, and is not and will not be subject to any discount (except such cash or trade discount as may be shown on any invoice, contract or other writing delivered to Lender or consistent with past practice); and that Borrower will warrant and defend Lender's right to and interest in the Collateral against all claims and demands of all persons whatsoever.

(c) That no contract right, account, general intangible or chattel paper is or will be represented by any note or other instrument (negotiable or otherwise), and that no contract right, account or general intangible is, or will be represented by any conditional or installment sales obligation or other chattel paper, except (i) such instruments made or to be made in the ordinary course of business consistent with past practice, or (ii) such instruments or chattel paper as have been or forthwith upon receipt by Borrower will be delivered to Lender (duly endorsed or assigned, as may be appropriate), such delivery, in the case of chattel paper, to include all executed copies except those in the possession of the installment buyer provided, however, that if Lender elects to leave chattel paper in the possession of Borrower, such procedure shall be subject to Borrower's compliance with the provisions of Section 8 hereof as to Lender's right to require delivery and endorsement or assignment of such chattel paper by Borrower to Lender whenever Lender shall so request); and that any security for or guaranty of any of the Collateral shall be delivered to Lender within seven (7) days after receipt thereof by Borrower, with such assignments and endorsements thereof as Lender may request.

(d) That Borrower shall, during the term of this Agreement, keep Lender currently and accurately informed in writing of each location where the Borrower's records relating to its accounts and contract rights, respectively, are kept, and shall not remove such records, or any of them, to another state without giving Lender at least thirty (30) days prior written notice thereof.

(e) That except as set forth on Exhibit B hereto, the Borrower's only place of business is located at 47 Sumner Street, Milford, Massachusetts 01757. Borrower shall, during the term of this Agreement, keep Lender currently and accurately informed in writing should Borrower change its place of business or open any new place of business, and that Borrower shall not change the location of such place of business or open any new, or close, move or change any

existing or new place of business without giving Lender at least thirty (30) days prior written notice thereof.

(f) That Lender shall not be deemed to have assumed any liability or responsibility to Borrower or to any third person for the correctness, validity or genuineness of any instruments or documents that may be released or endorsed to Borrower by Lender (which shall automatically be deemed to be without recourse to Lender in any event), or for the existence, character, quantity, quality, condition, value or delivery of any goods purporting to be represented by any such documents; and that Lender, by accepting such security interest in the Collateral or by releasing any Collateral to Borrower, shall not be deemed to have assumed any obligation or liability to any supplier or Debtor or to any other third party, and Borrower agrees to indemnify and defend Lender and hold it harmless in respect to any claim or proceeding arising out of any matter referred to in this Section 10(f).

(g) That Borrower will immediately notify Lender of any material loss or damage to, or material diminution in, or any occurrence which would adversely affect the value of Collateral.

(h) That at any time after an Event of Default, Lender may notify any Debtor or Debtors of its security interest in the Collateral and collect all amounts due thereon. The Borrower agrees, at the written request of Lender, to notify all or any of the Debtors in writing of Lender's security interest in the Collateral in whatever manner Lender reasonably requests and, if Lender so requests, to permit Lender to mail such notices at Borrower's expense.

(i) That Lender may, at its option, from time to time, following not less than ten (10) days notice to Borrower, discharge any taxes, liens or encumbrances on any of the Collateral, or take any other action that Lender may deem proper to maintain or preserve any of the Collateral (but without Lender being obligated to do so), and Borrower will pay to Lender on written demand all amounts so paid or incurred by Lender, or Lender in its sole discretion may add the same to the Obligations. No such prior notice will be required if, in the reasonable judgment of Lender, immediate action is necessary to avoid imminent damage to the Collateral or the value thereof or Lender's rights therein or to avoid imminent damage to persons or property.

(j) Borrower shall pay all indebtedness secured by any security agreement creating a senior and prior lien (if any) or junior and subordinate lien (if any) on the whole or any part of the Collateral and perform all covenants, terms and conditions contained in any such security agreement on the part of Borrower to be performed and observed, all within the periods provided for payment, performance and observance in any such security agreement, thereby preventing an event of default from occurring thereunder, but as to indebtedness which is subordinate to the indebtedness due the Lender, payment of such subordinated indebtedness shall only be made as permitted by the terms of a subordination agreement between the Lender and such junior creditor. Nothing in this Section 10(j) shall be deemed to imply or constitute Lender's approval or consent to any other lien (either senior or junior) on the Collateral except as provided in the Credit Facility Agreement.

(k) Borrower shall bear the full risk of loss from any loss of any nature whatsoever with respect to the Collateral. Borrower shall keep the Collateral insured as follows:

**Casualty Insurance.** Maintain extended coverage casualty insurance written in the name of Borrower in the broadest commercially reasonable "all risks" form available on a full replacement cost basis covering all Collateral.

**Liability Insurance.** Maintain commercial general liability insurance in the name of Borrower including personal injury coverage, with a combined single limit for any one occurrence of at least \$2,000,000.00 plus excess or umbrella coverage of not less than \$10,000,000.00.

**Policy Terms.** All policies shall meet the following requirements:

overall blanket or excess coverage policies may be supplied provided, however, that all insurance shall be in amounts sufficient to prevent any insured from being a co-insurer and that the amount of the casualty insurance coverage attributable to the Collateral is clearly set forth; and all policies shall (A) unless otherwise agreed to by the Lender in writing, name the Lender "and its successors and assigns as their interests may appear" as "additional insured" and "loss payee" on all casualty insurance and (B) contain a provision substantially to the effect that such policy "shall not be canceled or modified except after thirty (30) days prior written notice delivered to the Lender at its address for notices herein or as subsequently directed in writing by the Lender" and all policies shall be in a form reasonably acceptable to the Lender and shall be issued by financially sound insurers duly licensed and authorized to conduct that type of insurance business in each state where the Collateral is located; and evidence on ACORD Form 27 (with respect to casualty coverage and ACORD Form 25 with respect to other coverages) of the existence of all policies of insurance and endorsements thereof shall be delivered to the Lender prior to the date hereof.

**Renewal.** At least thirty (30) days prior to the expiration of any such policies, Borrower shall furnish paid receipts and other evidence satisfactory to the Lender that all such policies have been renewed or replaced.

**Insurance Proceeds.** Lender's loss payable endorsements shall specify that the proceeds of such insurance (other than worker's compensation and liability insurance) shall be payable to Lender as its interests may appear. The Lender shall apply any awards and proceeds to reduce the Note or any other Obligations except that if no Event of Default has occurred and is continuing, then the first \$100,000 of insurance proceeds may be paid to and retained by Borrower. The Lender shall have the authority on behalf of Borrower to execute and deliver any such instruments, agreements and documents as may be necessary to effect the provisions of this Section. Any deficiency remaining in the amounts owing by



Borrower to the Lender after application of any awards and proceeds shall remain payable to the Lender as Obligations.

(l) That, as of the date hereof, the Trademarks listed on Exhibit A hereof sets forth all of the Trademarks owned or controlled by Borrower and reflects the existence and status of the Trademarks and all applications and registrations pertaining thereto as of the date hereof. If after the date hereof, Borrower own or control any Trademarks not listed on Exhibit A, or if Exhibit A ceases to reflect the existence and status of applications and registrations pertaining to the Trademarks, Borrower shall promptly provide written notice to Lender with a replacement Exhibit A, which upon acceptance by Lender shall become part of this Agreement.

(m) That, as of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Borrower, constitute Trademarks. If after the date hereof, any Affiliate owns, controls, or has a right to have assigned to it any such Trademarks, Borrower shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Borrower; or (ii) notify Lender of such item(s) and cause such Affiliate to execute and deliver to Lender a security agreement substantially in the form of this Agreement.

11. Power of Attorney: Subject to those senior rights granted to holders of Permitted Encumbrances, Borrower hereby irrevocably constitutes and appoints Lender as Borrower's true and lawful attorney-in-fact, with full power of substitution at the sole cost and expense of the Borrower but for the sole benefit of Lender, after an Event of Default, to convert the Collateral into cash, including without limitation, the sale (either public or private) of all or any portion or portions of the Inventory and other Collateral; to enforce collection of the Collateral, either in its own name or in the name of Borrower, including, without limitation, executing releases, compromising or settling with any Debtors and prosecuting, defending, compromising or releasing any action relating to the Collateral; to receive, open and dispose of all mail addressed to Borrower and to take therefrom any remittances or proceeds of Collateral in which Lender has a security interest; to endorse the name of Borrower in favor of Lender upon any and all checks, drafts, money orders, notes, acceptances or other instruments; to sign and endorse the name of Borrower on and to receive as secured party any of the Collateral, any invoices, storage receipts, warehouse receipts, or other documents of title relating to the Collateral; to sign the name of the Borrower on any notice to the Debtors or on verification of the Collateral; and to sign and file or record on behalf of the Borrower any financing or other statement in order to perfect or protect Lender's security interest in the Collateral. Lender shall not be obliged to do any of the acts or exercise any of the powers authorized in this Security Agreement, but if Lender elects to do any such act or exercise any such power, it shall not be accountable to any person for more than it actually receives as a result of such exercise of power, and it shall not be responsible to the Borrower except for willful misconduct in bad faith or gross negligence. All powers conferred upon Lender by this Agreement, being coupled with an interest, shall be irrevocable so long as any Obligation of Borrower to Lender shall remain unpaid.

12. Enforcement: In addition to all other remedies available to Lender under applicable law or hereunder, subject to those senior rights granted to holders of Permitted

Encumbrances, Lender is hereby authorized, at its election, at any time or times after an Event of Default has occurred, without any further demand or notice except to such extent as notice may be required by applicable law or by the Credit Facility Agreement, to sell or otherwise dispose of all or any of the Collateral at public or private sale; and Lender may also exercise any and all other rights and remedies of a secured party under the Code or which are otherwise accorded to it by applicable law, all as Lender may determine. In addition to any other remedy, after an Event of Default, Lender may at its written election assign the rights of Borrower under any contract in a secured party sale or cause such contract to be completed for the benefit of Lender or such assignee, subject to Permitted Encumbrances. In no event shall Lender be deemed to have assumed the liabilities of Borrower under any such contract. Such contracts may be assigned singly or in one or more lots, as Lender may elect. If notice of a sale or other action by Lender is required by applicable law, Borrower agree that ten (10) days written notice to Borrower, or the shortest period of written notice permitted by such law, whichever is greater, shall be sufficient; and that to the extent permitted by such law, Lender, its subsidiaries and affiliates, and any of its or their respective officers, attorneys, and Lenders may bid and become purchasers at any such sale, if public, and may purchase at any private sale any of the Collateral that is of a type customarily sold on a recognized market or which is the subject of widely distributed standard price quotations, and any sale (public or private) shall be free from any right of redemption, which Borrower hereby waive and release. No purchaser at any sale (public or private) shall be responsible for the application of the purchase money. Any balance of the net proceeds of sale remaining after paying all Obligations, and all costs and expenses of manufacture, processing, completion or installation of the Inventory, collection, storage, custody, sale and delivery of the Inventory and/or the other Collateral, including, without limitation, reasonable attorneys' fees, shall be returned to the Borrower or to such other party as may be legally entitled thereto; and if there is a deficiency, the Borrower shall be responsible for the same, with interest at the highest rate set forth in the instruments evidencing the Obligations. Upon demand by Lender, Borrower shall assemble the Collateral and make it available to Lender at a place designated by Lender which is reasonably convenient to Lender and Borrower. In connection with the Lender's exercise of the Lender's rights hereunder, as between Borrower and Lender, and subject to the rights of any lessor of any such premises, the Lender may enter upon, occupy, and use any premises owned or occupied by Borrower, and may exclude Borrower from such premises or portion thereof as may have been so entered upon, occupied or used by the Lender. The Lender shall not be required to remove any of the Collateral from any such premises upon the Lender's taking possession thereof and may render any Collateral unusable to Borrower. In no event shall Lender be liable to Borrower for use or occupancy by the Lender of any premises pursuant hereto nor for any charge (such as wages for Borrower's employees and utilities) incurred in connection with the Lender's exercise of its rights hereunder. Borrower hereby grants to the Lender a nonexclusive irrevocable royalty-free license to use, apply, and affix any trademark, tradename, logo, or the like in which Borrower now or hereafter have rights, such rights being with respect to the Lender's exercise of the rights hereunder. For the avoidance of doubt, Lender's exercise of the rights granted above, and elsewhere in this Agreement may be exercised subject to those senior rights, if any, held by holders of Permitted Encumbrances.

13. **Miscellaneous:** Except as waiver may be prohibited by law, Borrower waives notice of nonpayment, demand, presentment, or protest, and all other notices and consents to any

00914001  
4.08.03

renewals or extensions of time of payment, and generally waive any and all suretyship defenses and defenses in the nature thereof. No delay or omission of Lender in exercising or enforcing any of its rights, powers, privileges, remedies, immunities or discretions (all of which are hereinafter collectively referred to as "Lender's rights and remedies") hereunder shall constitute a waiver thereof; and no waiver by Lender of any default of Borrower hereunder shall operate as a waiver of any other default hereunder. No term or provision hereof shall be waived, altered or modified except with the express written consent of Lender, which consent makes explicit reference to this Agreement and the Credit Facility Agreement. Except as provided in the preceding sentence, no other agreement or transaction, of whatsoever nature, entered into between Lender and Borrower at any time (whether before, during or after the effective date or term of this Agreement) shall be construed in any particular manner as a waiver, modification or limitation of any of Lender's rights and remedies under this Agreement, nor shall anything in this Agreement be construed as a waiver, modification or limitation of any of Lender's rights and remedies under any such other agreement or transaction. All of Lender's rights and remedies not only under the provisions of this Agreement, but also under any other agreement or transaction and under applicable law shall be cumulative and not alternative or exclusive, and such rights and remedies may be exercised by Lender at such time or times and in such order of preference as Lender in its sole discretion, may determine.

14. **Severability:** If any provision of this Agreement or portion of such provision or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

15. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the respective permitted successors and assigns (as described in the Credit Facility Agreement) of the parties hereto. Lender may transfer and assign this Agreement and deliver the Collateral to the assignee who shall thereupon have all the rights of Lender, at which time Lender shall then be relieved and discharged of any responsibility or with respect to this Agreement and the Collateral.

16. **Authority to File Security Notices:** Borrower hereby authorizes Lender to execute and file one or more financing statements (and similar documents) or copies thereof, or this Agreement with respect to the Trademarks signed only by Lender for purposes of perfecting Lender's security interests under this Agreement. At any time that Lender may reasonably request, Borrower shall cooperate with Lender by executing all other or further documents necessary to effect, at that time, a grant of a security interest in the Trademarks and related goodwill, and the other Collateral, as secured hereunder.

17. **Applicable Law; Jurisdiction; Venue:** This Agreement and all other documents given in connection with the Credit Facility Agreement shall be deemed to be contracts under the laws of The Commonwealth of Massachusetts and shall for all purposes be governed by and construed in accordance with the laws of said Commonwealth, and without regard to conflict of laws principles applied by such courts. Borrower irrevocably submits to the non-exclusive jurisdiction of any Federal or State court sitting in Suffolk County, Massachusetts, over any

situation or proceeding arising out of or relating to this Agreement. Borrower irrevocably waives, to the fullest extent it may effectively do so under applicable law, any objection it may have or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum.

18. **Notice:** All notices, demands, requests and other communications required under this Agreement shall be in writing and shall be deemed to have been properly given when given in the manner prescribed in the Credit Facility Agreement.

19. **JURY WAIVER: BORROWER AND LENDER BOTH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE, OR HEREAFTER HAVE, TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR LENDER TO MAKE THE LOANS UNDER THE CREDIT FACILITY AGREEMENT.** Borrower hereby certifies that neither Lender nor any of its representatives, agents or counsel have represented, expressly or otherwise, that Lender would not, in the event of any such suit, action or proceeding, seek to enforce this waiver of right to trial by jury. Borrower acknowledges that it has read the provisions of this Agreement and in particular, this Paragraph, has consulted legal counsel, understand the rights it is granting in this Agreement and is waiving in this Paragraph in particular, and makes the above waiver knowingly, voluntarily and intentionally.

20. **Consents and Permissions under the Credit Facility Agreement:** To the extent that an action by Borrower is expressly authorized by the Credit Facility Agreement or consent thereto is given in the Credit Facility Agreement, such action shall not constitute a breach of this Agreement.

21. **Headings:** The paragraph headings contained herein are for convenience and reference only and shall be given no effect in the interpretation of any term or condition of this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

**LENDER:**

**FLEET NATIONAL BANK**

**BORROWER:**

**BRINE, INC.**

By:   
Name: David R. Keller  
Title: Senior Vice President

By:   
Name: Thomas M. Pelletier  
Title: Senior Vice President

**EXHIBIT A**

**LIST OF THE BORROWER'S TRADEMARKS**

**SEE ATTACHED SCHEDULES**

00914001  
4.08.03

USA TRADEMARK REVENUE INTRUSIONS

All trademarks in the following group are registered and should be followed by an ® but only on items produced for which the trademark has been registered.

TM No	TM Name	Product Category	Date Filed	Filed in Class of Reg.	Registered Date	Dec of Use	Updated Status	Expires 5 years prior	Renewal Date	Renewal Date
1573.820	The Great	Scissors	2/16/2000	4122000	12/29/2000	1/23/2004	1/23/2004	1/23/2009	1/23/2014	1/23/2014
1581.728	Scissors & Design	Scissors	2/16/2000	4122000	12/29/2000	1/23/2004	1/23/2004	1/23/2009	1/23/2014	1/23/2014
1576.644	Scissor Blade (Chamfered)	Scissors	2/16/2000	4122000	12/29/2000	1/23/2004	1/23/2004	1/23/2009	1/23/2014	1/23/2014
1577.431	Scissors	Scissors	2/16/2000	4122000	12/29/2000	1/23/2004	1/23/2004	1/23/2009	1/23/2014	1/23/2014
1577.432	Scissors	Scissors	2/16/2000	4122000	12/29/2000	1/23/2004	1/23/2004	1/23/2009	1/23/2014	1/23/2014
1581.373	Scissors	Scissors	2/16/2000	4122000	12/29/2000	1/23/2004	1/23/2004	1/23/2009	1/23/2014	1/23/2014
1581.374	Scissors	Scissors	2/16/2000	4122000	12/29/2000	1/23/2004	1/23/2004	1/23/2009	1/23/2014	1/23/2014
1581.375	Scissors	Scissors	2/16/2000	4122000	12/29/2000	1/23/2004	1/23/2004	1/23/2009	1/23/2014	1/23/2014
1581.376	Scissors	Scissors	2/16/2000	4122000	12/29/2000	1/23/2004	1/23/2004	1/23/2009	1/23/2014	1/23/2014
1581.377	Scissors	Scissors	2/16/2000	4122000	12/29/2000	1/23/2004	1/23/2004	1/23/2009	1/23/2014	1/23/2014
1581.378	Scissors	Scissors	2/16/2000	4122000	12/29/2000	1/23/2004	1/23/2004	1/23/2009	1/23/2014	1/23/2014
1581.379	Scissors	Scissors	2/16/2000	4122000	12/29/2000	1/23/2004	1/23/2004	1/23/2009	1/23/2014	1/23/2014
1581.380	Scissors	Scissors	2/16/2000	4122000	12/29/2000	1/23/2004	1/23/2004	1/23/2009	1/23/2014	1/23/2014
1581.381	Scissors	Scissors	2/16/2000	4122000	12/29/2000	1/23/2004	1/23/2004	1/23/2009	1/23/2014	1/23/2014
1581.382	Scissors	Scissors	2/16/2000	4122000	12/29/2000	1/23/2004	1/23/2004	1/23/2009	1/23/2014	1/23/2014
1581.383	Scissors	Scissors	2/16/2000	4122000	12/29/2000	1/23/2004	1/23/2004	1/23/2009	1/23/2014	1/23/2014
1581.384	Scissors	Scissors	2/16/2000	4122000	12/29/2000	1/23/2004	1/23/2004	1/23/2009	1/23/2014	1/23/2014
1581.385	Scissors	Scissors	2/16/2000	4122000	12/29/2000	1/23/2004	1/23/2004	1/23/2009	1/23/2014	1/23/2014
1581.386	Scissors	Scissors	2/16/2000	4122000	12/29/2000	1/23/2004	1/23/2004	1/23/2009	1/23/2014	1/23/2014
1581.387	Scissors	Scissors	2/16/2000	4122000	12/29/2000	1/23/2004	1/23/2004	1/23/2009	1/23/2014	1/23/2014
1581.388	Scissors	Scissors	2/16/2000	4122000	12/29/2000	1/23/2004	1/23/2004	1/23/2009	1/23/2014	1/23/2014
1581.389	Scissors	Scissors	2/16/2000	4122000	12/29/2000	1/23/2004	1/23/2004	1/23/2009	1/23/2014	1/23/2014
1581.390	Scissors	Scissors	2/16/2000	4122000	12/29/2000	1/23/2004	1/23/2004	1/23/2009	1/23/2014	1/23/2014
1581.391	Scissors	Scissors	2/16/2000	4122000	12/29/2000	1/23/2004	1/23/2004	1/23/2009	1/23/2014	1/23/2014
1581.392	Scissors	Scissors	2/16/2000	4122000	12/29/2000	1/23/2004	1/23/2004	1/23/2009	1/23/2014	1/23/2014
1581.393	Scissors	Scissors	2/16/2000	4122000	12/29/2000	1/23/2004	1/23/2004	1/23/2009	1/23/2014	1/23/2014
1581.394	Scissors	Scissors	2/16/2000	4122000	12/29/2000	1/23/2004	1/23/2004	1/23/2009	1/23/2014	1/23/2014
1581.395	Scissors	Scissors	2/16/2000	4122000	12/29/2000	1/23/2004	1/23/2004	1/23/2009	1/23/2014	1/23/2014
1581.396	Scissors	Scissors	2/16/2000	4122000	12/29/2000	1/23/2004	1/23/2004	1/23/2009	1/23/2014	1/23/2014
1581.397	Scissors	Scissors	2/16/2000	4122000	12/29/2000	1/23/2004	1/23/2004	1/23/2009	1/23/2014	1/23/2014
1581.398	Scissors	Scissors	2/16/2000	4122000	12/29/2000	1/23/2004	1/23/2004	1/23/2009	1/23/2014	1/23/2014
1581.399	Scissors	Scissors	2/16/2000	4122000	12/29/2000	1/23/2004	1/23/2004	1/23/2009	1/23/2014	1/23/2014
1581.400	Scissors	Scissors	2/16/2000	4122000	12/29/2000	1/23/2004	1/23/2004	1/23/2009	1/23/2014	1/23/2014





**EXHIBIT B**

**PLACES OF BORROWER'S BUSINESS**

1. 47 SUMNER STREET  
MILFORD, MA 01757
2. 26 POWELL LANE  
PENN YAN, NY 14527

00914001  
4.08.05