

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fishbowl, Inc.		01/26/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Lisa M. Shaw		
Street Address:	4160 Crawford Avenue		
City:	Coconut Grove		
State/Country:	FLORIDA		
Postal Code:	33133		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2541485	FISHBOWL	
CORRESPONDENCE DATA			
Fax Number:	(703)770-7901		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	703-770-7900		
Email:	va-logocops@pillsburywinthrop.com		
Correspondent Name:	Patrick J. Jennings		
Address Line 1:	1650 Tysons Blvd.		
Address Line 4:	McLean, VIRGINIA 22102		
NAME OF SUBMITTER:	Patrick J. Jennings		
Signature:	/Pat Jennings/		
Date:	01/31/2006		
Total Attachments: 17 source=Agreement#page1.tif			

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AGREEMENT AMONG OBLIGORS

THIS AGREEMENT AMONG OBLIGORS (this "Agreement"), dated January 26, 2006, is made by and between Fishbowl, Inc., a Delaware corporation (the "Company"), and Lisa M. Shaw ("Shaw").

WHEREAS, Wachovia Bank, National Association ("Wachovia") has extended a loan to the Company in the original principal amount of \$1,600,000 (the "Loan"), pursuant to a Promissory Note, dated January 12, 2006, payable to the order of Wachovia (the "Note"), an Unconditional Guaranty made by Shaw in favor of Wachovia (the "Guaranty"), that certain Security Agreement, dated January 12, 2006, made by Shaw in favor of Wachovia (the "Security Agreement"), and other related documents (together, the "Loan Documents");

WHEREAS, under the terms of the Guaranty, Shaw has guaranteed repayment of the principal amount of and interest on the Note, and performance of the Company's obligations under the Loan Documents;

WHEREAS, under the terms of the Security Agreement, Shaw has granted Wachovia a security interest in certain personal property to secure her obligations under the Guaranty;

WHEREAS, the proceeds from the Loan are being used solely by the Company to repay certain outstanding loans and obligations;

WHEREAS, the Company and Shaw wish to enter into this Agreement setting forth their respective rights and obligations with respect to one another in connection with the Loan, all as more specifically set forth in this Agreement;

WHEREAS, it is a condition precedent to Shaw's agreement to sign the Guaranty and the Security Agreement, that the Company enters into this Agreement and issues to Shaw a warrant to purchase up to 8,850,000 shares of common stock of the Company (the "Warrant"), in substantially the form attached to this Agreement as **Exhibit C**; and the Company is willing to enter into this Agreement and to issue the Warrant in order to induce Shaw to sign the Guaranty and the Security Agreement, all as more specifically set forth in this Agreement; and

WHEREAS, it is also a condition precedent to Shaw's agreement to sign the Guaranty and the Security Agreement, that Scott Shaw, John Brady, and DI Partners II, LLC enter into a voting agreement (the "Voting Agreement"), in substantially the form attached to this Agreement as **Exhibit D**; and Scott Shaw and John Brady are willing to enter into the Voting Agreement in order to induce Shaw to sign the Guaranty and the Security Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, the sufficiency of which the parties acknowledge, the parties hereby agree as follows:

1. Payments Under Note and Performance of Obligations. The Company agrees to pay the principal amount of and interest on the Note to Wachovia when due in accordance with

the terms of the Note, and to perform all of its obligations under the Note and other Loan Documents in accordance with the terms of those documents.

2. Affirmative Covenants. During the period that the Note is outstanding and either the Company or Shaw has any obligations under the Guaranty, the Note or the other Loan Documents, the Company agrees with Shaw as follows:

- (a) The Company will promptly pay any obligations of the Company when due in accordance with the terms of the obligation, including, without limitation, its obligations under the Note;
- (b) Other than any mortgages, pledges, liens, security interests, claims, or encumbrances of any kind ("Encumbrances") as set forth on **Exhibit A-2** or in favor of Shaw, there are no Encumbrances on any of the Company's real or personal property, including without limitation, the Collateral (as hereinafter defined) and the Company will not grant any Encumbrances on its real or personal property without Shaw's prior written consent;
- (c) On at least twenty (20) days' notice in writing by Shaw, to do the following: furnish further assurance of title, execute any written agreement or do any other acts necessary to effectuate the purposes and provisions of this Agreement, execute any instrument or statement required by law or otherwise in order to perfect, continue or terminate Shaw's security interest in the Collateral and pay all costs of filing in connection therewith;
- (d) To keep the Company's real and personal property, including without limitation, the Collateral, at the Company's expense, in good repair and condition (reasonable wear and tear excepted);
- (e) To pay when due all taxes, assessments and license fees relating to the Company's real or personal property or relating to its business, except as same may be contested by the Company in good faith by proper proceedings and provided that the Company maintains adequate reserves for the accrual of same, if required by generally accepted accounting principles;
- (f) To promptly give notice in writing to Shaw of: (i) the occurrence of any Event of Default (as hereinafter defined) or any default under the Note or any of the other Loan Documents, or of any default under any other material instrument or agreement to which the Company is a party; (ii) any litigation, proceeding, investigation or dispute which may exist at any time between Company and any governmental regulatory body which might substantially interfere with the normal business operations of the Company; (iii) all litigation and proceedings affecting the Company in which the amount involved is \$10,000 or more and not covered by insurance or in which injunctive or similar relief is sought; and (iv) any

material adverse change in the business, operations, property or financial or other condition of the Company;

- (g) To maintain in full force and effect term life insurance in the amount of \$2,500,000 on the life of Scott Shaw, naming the Company as owner and beneficiary; and, in the event of Scott Shaw's death, to use the proceeds of such life insurance to satisfy first any amounts then outstanding under the Note;
- (h) To use all proceeds from the Loan to repay Shaw for that certain loan made by Shaw to the Company having a principal balance of \$1,600,000.

3. Negative Covenants. During the period that the Note is outstanding and either the Company or Shaw has any obligations under the Guaranty, the Note or the other Loan Documents, the Company agrees with Shaw not to take any of the following actions without the prior written consent of Shaw:

- (a) Create, incur, assume or suffer to exist, any indebtedness (institutional or otherwise) except: (i) the obligations evidenced by the Note; (ii) accounts payable, taxes payable and other payables (other than for borrowed money) incurred in the ordinary course of business; (iii) other indebtedness outstanding on the date hereof, all of which are listed on **Exhibit A-1**; (iv) up to \$728,459.68 of indebtedness created as part of a refinancing or replacement of those notes due in April 2006 (the "Refinancing Indebtedness"); (v) any additional debt that does not total more than \$50,000 at any time; and (vi) any indebtedness for borrowed money, the entire proceeds of which are used to pay down the Note.
- (b) Create, incur, assume or permit to exist, any Encumbrances upon any of its property or assets, income or profits, whether now owned or hereafter acquired, other than (i) Encumbrances in favor of Shaw; (ii) those Encumbrances listed on **Exhibit A-2**; (iii) additional purchase money liens, so long as the total value of such liens does not exceed the additional debt limit set forth in Section 3(a)(iv), above; or (iv) any Encumbrances in favor of the holders of the Refinancing Indebtedness, which Encumbrance is subordinated to the Encumbrances in favor of Shaw pursuant to documentation reasonably acceptable to Shaw.
- (c) Assume, guarantee, endorse or otherwise in any way be or become responsible or liable for the obligations of any person, firm, corporation, or other entity, whether by agreement to purchase or repurchase obligations, or by agreement to supply funds for the purpose of paying, or enabling such entity to pay, any obligations (whether through purchasing stock, making a loan advance or capital contribution or by means of agreeing to maintain or cause such entity to maintain, a minimum working capital or net worth of any such entity, or otherwise) except in the ordinary course of business;

- (d) Make any payment of principal on any debt for (i) borrowed money (except the Note and the other obligations hereunder) other than up to \$728,459.68 as part of a refinancing or replacement of those notes due in April 2006 and any payments made in accordance with the terms of any promissory notes made by the Company pursuant to such a refinancing or replacement or (ii) the deferred purchase price of property or services, except at the stated maturity of such debt or as required by the payment provisions relating to such debt (subject to any subordination provisions applicable thereto and provided that, except as set forth in Section 3(d)(i) above, no payment of principal or interest on any debt to any directors, officers or any of their respective affiliates or family members shall be made);
- (e) Declare or pay any dividends or distributions with respect to its capital stock;
- (f) Merge or consolidate with any other entity, nor sell, lease, transfer or dispose of any of its material assets or any of its intellectual property (other than grants of product licenses and sales of inventory in the ordinary course of business), provided, however, that the Company may enter a transaction for the sale of Company-owned kiosks to an entity or entities controlled by one or more directors or officers of the Company for cash at a fair market value, as determined by the Board of Directors (the "Board") of the Company;
- (g) Amend, alter, or change any of the Loan Documents;
- (h) Increase the compensation to any director or officer or any affiliate or family member of a director or officer, provided, however, that the Company may pay any director the fair market value of any services provided to the Company outside of the scope of his or her service on the Board; or
- (i) Enter into any agreement or commitment providing preemptive rights of any type with respect to the sale or issuance by the Company of any securities of any type unless Shaw is provided with preemptive rights on the same terms or terms that are more favorable to Shaw; provided, however, that the Company may provide preemptive rights, without providing comparable rights to Shaw, as part of any equity investment in the Company of one million dollars (\$1,000,000) or more.

4. Events of Default. The occurrence of any of the following events will constitute an Event of Default by the Company under this Agreement:

- (a) the failure by the Company to pay the principal of, any installment of the principal of and interest on the Note when due (whether by acceleration or

otherwise) or the occurrence of any other default by the Company under any of the Loan Documents; or

- (b) the default by the Company in the observance of any of the agreements contained in this Agreement; or
- (c) if the Company shall (i) default in the payment of principal or interest on any obligation for borrowed money (other than the Note or other obligations hereunder), or for the deferred purchase price of property, beyond the period of grace, if any, or (ii) default in the performance or observance of any other term, condition or agreement contained in any such obligation or in any agreement relating thereto, if the effect thereof is to cause, or permit the holder or holders of such obligation (or a trustee on behalf of such holder or holders) to cause such obligation to become due prior to its stated maturity; or
- (d) if any representation of the Company set forth in the Loan Documents or this Agreement was false or misleading in any material respect when made; or
- (e) if (i) the Company suspends or discontinues its business or commences any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeks appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, or shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against the Company any case, proceeding or other action of a nature referred to in clause (i) above or seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its property, which case, proceeding or other action (x) results in the entry of an order for relief or (y) remains undismissed, undischarged or unbonded for a period of thirty (30) days; or (iii) the Company takes any action indicating its consent to, approval of, or acquiescence in, or in furtherance of, any of the acts set forth in this clause (i) or (ii) above; or (iv) the Company shall generally not, or shall be unable to, pay its debts as they become due or shall admit in writing its inability to pay its debts; or
- (f) final judgment for the payment of money in excess of \$10,000 shall be rendered against the Company and the same shall remain undischarged for a period of thirty (30) days during which execution of such judgment shall not be effectively stayed.

5. Security Interest.

- (a) To secure the Company's obligations under this Agreement, the Company hereby grants to Shaw a continuing security interest in and to all of the assets of the Company (the "Collateral"), which assets are generally set forth on **Exhibit B**, subject only to any security interests set forth on **Exhibit A-2** or otherwise granted to Wachovia under the Loan Documents; provided, however, that Shaw will agree to make her security interest in the Collateral subordinate to the security interest of a financial institution providing the Company with a line of credit of up to \$250,000, if the Company fully repays its current line of credit with Wachovia. The Company shall execute and deliver to Shaw such additional instruments and documents as Shaw may reasonably request to perfect the security interest granted to her hereunder.
- (b) Shaw is hereby authorized by the Company to sign on behalf of the Company and to file Form UCC-1 Financing Statements to perfect the security interest in the Collateral granted herein and to file Form UCC-3 Amendments, Releases and Termination Statements, if necessary.

6. Remedies.

- (a) In the event that the Company does not pay the Note or any of its obligations under the Loan Documents when due, and Shaw pays such obligations on behalf of the Company in whole or in part (other than a payment that represents her approximate pro rata portion based on her ownership of issued and outstanding shares of the Company's capital stock), then, upon the written demand of Shaw, the Company shall promptly reimburse Shaw for any and all amounts paid by Shaw under or with respect to the Note, including any costs, expenses, reasonable attorneys fees and taxes incurred or paid by Shaw in connection therewith. In addition, in the event that the Company is not able to pay such amounts to Shaw promptly upon demand (and in any event within ten (10) days of the date of such demand), then upon Shaw's request, and in addition to all other rights and remedies Shaw may have against the Company, the Company agrees to execute and deliver a promissory note in favor of Shaw with mutually agreed upon repayment terms, which promissory note shall be secured by the Collateral and bear interest at the default rate applicable under the Note, and any and all additional documents as Shaw may reasonably request to evidence the Company's obligation to Shaw and the security interest granted to Shaw securing the Company's obligation to pay and perform such obligation.
- (b) On the occurrence of an Event of Default by the Company under this Agreement, Shaw shall have the following additional rights and remedies, which are cumulative in nature and are in addition to any rights Shaw may

have against the Company as set forth in any other document or agreement or at law, and shall be immediately available to Shaw:

- (i) All rights and remedies provided by law, including but not limited to those provided by the Uniform Commercial Code, and equitable remedies for specific performance and injunctive relief;
- (ii) All rights and remedies provided in this Agreement; and
- (iii) All rights and remedies provided in the Note or the other Loan Documents to Wachovia against the Company, as if Shaw had become the lender under the Note.

Upon any Event of Default by the Company under this Agreement, Shaw shall have all the rights, remedies and privileges with respect to repossession, retention and sale of any or all of the Collateral and disposition of the proceeds as are accorded by the applicable sections of the Uniform Commercial Code.

7. Issuance of Warrant to Shaw; Extension of Expiration Dates. On the date of this Agreement, and in reliance upon the representations and warranties made by Shaw in Section 8 of this Agreement, the Company agrees to issue the Warrant to Shaw simultaneously with the execution and delivery by Shaw of the Guaranty and the Security Agreement. In addition, the expiration date of each warrant previously issued to Shaw that would occur on or before the fifth anniversary of the date of issuance of the Warrant is hereby extended to 5:00 p.m. Eastern Time on the fifth anniversary of the date of issuance of the Warrant.

8. Representations and Warranties of Shaw. As of the date hereof and on each date on which the Warrant may be exercised by Shaw, Shaw represents and warrants to the Company as follows:

- (a) Shaw is acquiring the Warrant and the shares of common stock of the Company underlying the Warrant (the "Underlying Common Stock") for her own account for investment and not with a view towards the resale, transfer or distribution thereof, nor with any present intention of distributing the Warrant or the Underlying Common Stock (together, the "Securities"), but without prejudice to Shaw's right to sell or otherwise dispose of all or any part of such Securities under a registration under the Securities Act of 1933, as amended (the "Securities Act"), or under an exemption from registration available under the Securities Act and applicable state securities laws. Shaw understands and acknowledges that the Securities have not been registered under the Securities Act and are being issued in a transaction exempt from the registration and prospectus delivery requirements of the Securities Act pursuant to Section 4(2) thereof, and Shaw must therefore bear the economic risk of investment indefinitely, unless a subsequent disposition of such Securities is registered under the Securities Act and applicable state securities laws or is exempt from such registration requirements;

- (b) Shaw has such knowledge and experience in financial and business matters that she is capable of evaluating the merits and risks of her investment in the Company. She has been furnished access to such information and documents as she has requested and has been afforded an opportunity to ask questions of and receive answers from representatives of the Company concerning the terms and conditions of this Agreement and the issuance of the Securities as contemplated hereby; and
- (c) Shaw represents that she is an accredited investor within the meaning of Regulation D promulgated under the Securities Act.

9. Authority. Each of the Company and Shaw represents and warrants to the other that: (a) it or she has full power and legal right or legal capacity, as the case may be, to execute and deliver this Agreement, and the Loan Documents to which it or she is a party, and to perform its or her respective obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby, (b) it or she has taken all action necessary for the authorization, execution, delivery, and performance of this Agreement, and the Loan Documents to which it or she is a party and its or her respective obligations hereunder or thereunder, and (c) upon execution and delivery, this Agreement shall constitute the valid and binding obligation of such party, enforceable against it or her, as the case may be, in accordance with its terms, except that such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights and general principles of equity.

10. Expenses and Indemnification. The Company agrees to reimburse Shaw, on demand, for all expenses that may be incurred by Shaw in connection with the preparation, execution, operation and enforcement of, or legal advice in respect of rights or responsibilities under, this Agreement, the Loan Documents and any other document delivered in connection herewith or the Loan (including, but not limited to, the reasonable legal and accounting fees related to this Agreement and the origination of the Loan), and to indemnify Shaw and hold her harmless, on demand, from and against all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against Shaw in any way relating to or arising out of the Loan Documents, provided that the Company shall not be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from Shaw's gross negligence or willful misconduct.

11. Miscellaneous.

- (a) This Agreement and the Warrant are binding agreements and constitute the entire agreement between the parties with respect to the subject matter hereof. This Agreement may only be amended or modified by a written instrument duly executed by the Company and Shaw. The parties acknowledge and agree that the following agreements are terminated and shall have no further force or effect, and Shaw expressly and irrevocably waives any breaches or defaults thereunder: Agreement Among Debtors, dated November 27, 2001, by and between the Company and Shaw;

Secured Promissory Note in the principal amount of \$1,600,000 issued by the Company on July 24, 2003, to Shaw, as Trustee under the Lisa M. Shaw Declaration of Trust, dated December 26, 2000; Guaranty of Secured Promissory Note and Security Agreement, dated July 24, 2003, by Scott Shaw in favor of Shaw, as Trustee under the Lisa M. Shaw Declaration of Trust, dated December 26, 2000; and Security Agreement, dated July 24, 2003, by and between the Company and Shaw, as Trustee under the Lisa M. Shaw Declaration of Trust dated December 26, 2000.

- (b) Any and all notices, requests, demands, consents, approvals or other communications required or permitted to be given under any provision of this Agreement shall be in writing and shall be deemed given upon personal delivery, or by telecopier or facsimile, or by overnight delivery service or by courier service to the addresses listed on the signature to this Agreement under the name of the party to which notice is to be given. Any party may change its address for the purposes of notice under this Agreement by notice to the other party in accordance with this section.
- (c) The failure of Shaw to exercise or to delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law. No modification or waiver of any provision of this Agreement or the Loan Documents, no consent to any departure by the Company from the provisions hereof or thereof shall be effective unless the same shall be effective only in the specific instance and for the purpose for which it is given. No notice to the Company shall entitle the Company to any other or further notice in other or similar circumstances unless expressly provided for herein. No course of dealing between the Company and Shaw shall operate as a waiver of any of the rights of Shaw under this Agreement.
- (d) The Company agrees to pay all costs and expenses of Shaw in enforcing or preserving any of the rights and remedies available to her under this Agreement, the Loan Documents or any other documents, instruments or writings executed and delivered in connection herewith including, without limitation, reasonable legal fees, costs and disbursements of Shaw's attorneys in the enforcement thereof.
- (e) The Company shall remain liable for any deficiencies relating to the Loan resulting from a sale of the Collateral and shall pay any such deficiency forthwith on demand.
- (f) Anything in this Agreement, the Loan Documents or any other document delivered in connection herewith to the contrary notwithstanding, Shaw

shall not charge, take or receive, and the Company shall not be obligated to pay, interest in excess of the maximum rate from time to time permitted by applicable law.

- (g) This Agreement is binding upon and inures to the benefit of the successors and assigns of the parties hereto. Shaw may transfer or assign her rights and obligations hereunder, in whole or in part, without the Company's consent.
- (h) Any disputes hereunder shall be controlled by the laws of the State of Delaware, without respect to its conflicts of laws principles.
- (i) This Agreement may be executed in identical counterparts. Each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute a single document. Facsimile signatures shall be deemed originals.

[Signature Page Follows]

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

FISHBOWL, INC., a Delaware corporation

By: William Scott Shaw

Name: William Scott Shaw

Title: President

Address for Notices: 44 Canal Center Plaza
Suite 325
Alexandria, VA 22314

Telephone:

Facsimile:

Lisa M. Shaw

Address for Notices: 4160 Crawford Avenue
Coconut Grove, FL 33133

Telephone: (305) 663-4562

Facsimile:

[Signature Page for Agreement Among Obligors]

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

FISHBOWL, INC., a Delaware corporation

By: _____

Name: _____

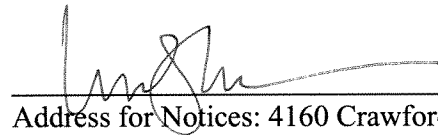
Title: _____

Address for Notices: 44 Canal Center Plaza
Suite 325
Alexandria, VA 22314

Telephone:

Facsimile:

Lisa M. Shaw



Address for Notices: 4160 Crawford Avenue
Coconut Grove, FL 33133

Telephone: (305) 663-4562

Facsimile:

[Signature Page for Agreement Among Obligors]

EXHIBIT A-1**List of Existing Debt**

	<u>Date</u>	<u>Due Date</u>	<u>Loan Amount</u>	<u>Int Rate</u>
Sack	4/28/04	4/15/06	100,000.00	15%
Teitelbaum	4/22/2004	4/15/06	175,000.00	15%
George Rich	10/12/2004	4/15/06	100,000.00	15%
Joseph	6/11/2004	4/15/06	25,000.00	15%
Simmons	1/24/2004	4/15/06	25,000.00	15%
Brady	3/8/04	3/7/06	100,000.00	15%
Simmons	3/10/04	3/10/06	100,000.00	15%
Joseph	3/24/2004	3/31/2006	25,000.00	15%
Joseph	6/11/2004	6/11/2006	25,000.00	15%
DI	8/1/2004	8/1/2006	53,459.68	15%
			<u>TOTAL</u>	
			728,459.68	

EXHIBIT A-2

List of Existing Encumbrances

Santa Barbara Bank & Trust (6/60/04 – 7/31/07)

Leasing Division
c/o American Lease Insurance
654 Amherst Road, Suite 308
Sunderland, MA 01375

Contract No.	002 0013712-000		
Amount	\$34,936.28	Balance as of 12/31/05	\$19,855.37

Contract No.	002 0013698-000		
Amount	\$35,059.11	Balance as of 12/31/05	\$19,924.89

GE Capital (3/15/04 – 4/15/07)

PO Box 642555
Pittsburgh, PA 15264-2555

Account No.	4273378-004		
Amount	\$6,461.45	Balance as of 12/31/05	\$3,126.33

Account No.	4273378-001		
Amount	\$19,360.00	Balance as of 12/31/05	\$8,825.96

Account NO.	4273378-003		
Amount	\$19,471.00	Balance as of 12/31/05	\$8,876.52

EXHIBIT B

Description of Collateral

All of the personal property of the Company of every kind and nature including, without limitation, all accounts, equipment, accessions, inventory, chattel paper, instruments, investment property, documents, letter-of-credit rights, deposit accounts, and general intangibles, wherever located.

EXHIBIT C

Form of Warrant

(See attached.)

EXHIBIT D

Form of Voting Agreement

(See attached.)