

01-20-2006



RECORD  
TRADEMARK 103161650

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

1-17-06

**1. Name of conveying party(ies):**  
PTG, LLC

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

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  
 No

Additional names, addresses, or citizenship attached?  Yes  No

Name: TD Banknorth, N.A.  
Internal  
Address: \_\_\_\_\_  
Street Address: Two Portland Square, P.O. Box 9540  
City: Portland  
State: ME  
Country: USA Zip: 04112

Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship \_\_\_\_\_  
 Other National Ass'n      Citizenship USA

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)

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

Execution Date(s) 12/30/2005

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

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

A. Trademark Application No.(s)  
76576594

B. Trademark Registration No.(s)  
76555524 76574264 76172774 76524004 76172450

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
See attached Exhibit 4C

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

Name: Michael J. Pearce  
Internal Address: \_\_\_\_\_  
Street Address: Two Monument Square, 9th Floor  
P.O. Box 108  
City: Portland  
State: ME Zip: 04112  
Phone Number: (207) 822-9900  
Fax Number: (207) 822-9901  
Email Address: mpearce@mjmmainelaw.com

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

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ 165.00

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 \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:** \_\_\_\_\_ 1/03/2006

Signature Date

Michael J. Pearce, Attorney for TD Banknorth, N.A. Total number of pages including cover sheet, attachments, and document: 16

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## LOAN AND SECURITY AGREEMENT

Portland, Maine

December 30, 2005

**PTG, LLC** (the "Debtor"), having a mailing address of c/o Paul Gelardi, Manager, Suite 201, Colonel Gelardi Drive, Kennebunk, Maine 04043, for valuable consideration, the receipt of which is hereby acknowledged, hereby **GRANTS TD Banknorth, N.A.**, a National banking association having its mailing address of One Portland Square, P.O. Box 9540, Portland, Maine 04112-9540 (the "Bank"), a present and continuing security interest in:

- (A) All of Debtor's accounts, including, without limitation, any rights of Debtor to payment for goods sold or leased or for services rendered, in whatever form, general intangibles (including, without limitation, choses in action, tax refunds of every kind or nature, goodwill, trade secrets, computer programs, customer lists, trade names, trademarks, copyrights, patents and licenses), payment intangibles, contract rights (including rights of Debtor to payments not yet earned; and also including rights to payment from the value of the Debtor's operations as a going concern even if derived from non-assignable contracts, licenses or rights), instruments, documents, chattel paper, notes, drafts, acceptances, deposits, deposit accounts, money, all forms of obligations owing to Debtor, however created or evidenced, and all proceeds of any of the foregoing, in whatever form, including, without limitation, proceeds of insurance, together with all rights of Debtor in and to the goods or other property giving rise to an account, all guaranties, liens and security granted to or held by Debtor with respect to an account or any other obligation owing to Debtor, and all of Debtor's rights as an unpaid vendor or lessor of goods and/or services, including the rights of stoppage in transit, replevin, reclamation and resale, and all records of Debtor, all whether now owned or existing or hereafter arising or acquired; and
- (B) All of Debtor's inventory now owned or hereafter acquired, including, without limitation, all goods held by and intended for sale or lease by Debtor or to be furnished by Debtor under contracts of service and all raw materials, goods in process, finished goods, materials and supplies of every nature used, useable or consumed in Debtor's business, and all products thereof, and all substitutions, replacements, additions and accessions therefor and thereto, and all cash or non-cash proceeds of all of the foregoing (including, without limitation, insurance proceeds).
- (C) All machinery, equipment, furniture and fixtures of Debtor (including automotive equipment), now owned or hereafter acquired by Debtor, and used or useful in connection with the ownership and operation of Debtor's business, together with all accessions and additions thereto, substitutions and replacements thereof, electronic programs and software used with, and parts and accessories therefor, all cash or non-cash proceeds thereof (although no disposition of Equipment of Debtor is thereby authorized) including, without limitation, insurance proceeds; and further including, without limitation, all items or types of Equipment listed or referred to on any Schedule A of Equipment now or hereafter attached hereto.

(D) Proceeds of all of the foregoing collateral, including insurance proceeds, although no disposition of collateral (other than sales or leases of inventory and collection of accounts receivable in the ordinary course of business) is hereby authorized; all cash of the Debtor

(all of the foregoing being hereinafter called the "Collateral");

to secure the prompt payment, performance and observance by Debtor of all notes, liabilities, advances, loans, obligations and indebtedness of any and every kind and description, whether heretofore, now or hereafter owing, arising, due or payable by Debtor to Bank, howsoever evidenced, created, incurred, acquired or owing, whether primary or secondary, joint and/or several, direct or indirect, absolute or contingent, or otherwise, and any modifications renewals or extensions thereof and substitutions therefor, including, without limitation four certain promissory notes form Sagoma Plastics, Inc to Bank as assumed and amended by four certain Assumption, Allonge and Note Modification Agreements of or about even date herewith (all of the above hereinafter referred to as the "Obligations").

## **SECTION 1. DEBTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS.**

To induce the Bank to enter into this Agreement, the Debtor represents and warrants to and covenants with Bank as follows:

1.1 **Business Use.** The Collateral is bought or used primarily for business use.

1.2 **Limited Liability Form.** Debtor is and shall at all times hereafter be a corporation duly organized and existing in good standing under the laws of Maine and qualified to do business in any other state in which its business requires it to do so.

1.3 **Limited Liability Power.** The execution, delivery of and performance of this Agreement and any other instruments, documents or agreements evidencing, securing or governing the Obligations (the "Loan Documents"), are within its limited liability powers, have been duly authorized and all necessary limited liability actions taken, are not in contravention of law, and do not constitute a breach of any provision contained in Debtor's Articles of Organization or Operating Agreement.

1.4 **No Breach.** The execution, delivery of and performance of this Agreement and any other of the Loan Documents does not constitute a breach of any agreement to which Debtor is a party or by which it, or any of its properties, are bound, and all necessary governmental approvals therefor have been received.

1.5 **No Other Names.** The Debtor has no subsidiaries and conducts its business under no other name.

1.6 **Collateral Free and Clear.** Except for the security interest of Bank, Debtor is the owner of the Collateral free and clear of any lien, security interest or encumbrance of any nature whatsoever, and Debtor shall defend the Collateral against the claims and demands of all persons at any time claiming any interest therein adverse to Bank, and except for purchase money security interests.

1.7 **No Other Encumbrances.** The Debtor shall not pledge, mortgage or create, or suffer to exist any security interest or lien covering the Collateral, or permit or suffer the issuance of any attachment, trustee process or execution against the Collateral in favor of any person, other than the Bank, except for liens for current nondelinquent taxes not yet due or being contested in good faith and by appropriate proceedings diligently pursued, and except for the aforementioned purchase money security interests.

1.8 **Office.** The office where Debtor keeps its records concerning the Collateral and Debtor's principal place of business and chief executive office are and will be located at the address set forth at the beginning of this Agreement. The Collateral will be kept at the location designated in this subparagraph and at no other until such time as the Bank's written consent is given. Debtor will immediately notify Bank in writing of any proposed change of address from that shown in this Agreement.

1.9 **Attachment to Real Estate.** No portion of the machinery, equipment, furniture or fixtures shall be attached or affixed to real estate unless the Bank consents in writing prior to such attachment and Debtor provides a description of said real estate and name of the record owner except.

1.10 **Insurance.** Debtor will keep the Collateral insured at all times against such risks and in such form and amounts as the Bank may require; in any event and without specific request, Debtor shall maintain insurance against fire, including so-called extended coverage, theft, and other risks customarily insured against by persons in Debtor's business for the full insurable value of the Collateral and shall also maintain insurance on accounts receivable of Debtor. All such insurance shall be written by such companies as the Bank may approve, with loss thereon payable to Bank and Debtor. All such policies of insurance shall provide for at least thirty (30) days' notice of cancellation or change in coverage to Bank, and such policies or evidence thereof shall be delivered to the custody of Bank. If Debtor fails to maintain such insurance, then Bank, in its discretion, may procure such insurance and add the premiums due thereunder, including costs and expenses relating thereto, to Debtor's Obligations to be repaid upon demand and secured by this Agreement. Debtor hereby irrevocably appoints Bank its exclusive agent and attorney-in-fact to make, adjust and settle claims in connection with any such insurance, to receive and endorse any checks, drafts or other orders for the payment of money which shall be received by either Bank or Debtor pursuant to any such policies of insurance, and to apply the proceeds thereof to the Obligations.

1.11 **Maintenance.** Debtor shall maintain the Collateral in good condition and repair and in compliance with law, and with any regulations or ordinances or contractual undertakings

governing the same.

1.12 **Taxes.** Debtor shall pay all taxes and other similar governmental liabilities when due, except those contested in good faith by appropriate proceedings diligently pursued with adequate reserves therefor.

1.13 **No Guaranties.** Except with the written consent of the Bank (or as otherwise provided herein), the Debtor will not engage in any other financing or incur any indebtedness; provided, however, that Debtor may incur indebtedness secured solely by purchase money security interests, nor guaranty or otherwise become liable for the obligations of others, except instruments endorsed for deposit or collection in the ordinary course of Debtor's business.

1.14 **Survival.** All covenants, representations and warranties of the Debtor in this Agreement made or to be performed by Debtor pursuant to this Agreement and any other of the Loan Documents shall be true and satisfied at the time of Debtor's execution and shall survive the closing thereof.

1.15 **Covenants of the Debtor.** While any of the Obligations remain outstanding and/or committed for by Bank, Debtor covenants and agrees to and with Bank as follows:

(a) Debtor will not issue evidences of indebtedness, except for purchase money security interests to which the Bank may consent in advance in writing, or create, assume, guaranty or become contingently liable for, or suffer to exist indebtedness (other than pre-existing indebtedness of which the Bank has knowledge) in addition to the Obligations; provided, however, that Debtor may incur liabilities which are incurred or arise in the ordinary course of Debtor's business.

(b) Debtor will not, directly or indirectly, redeem, invest in, purchase or otherwise acquire, or contract to purchase or otherwise acquire, the securities or stock of any entity, including, without limitation, Debtor's own securities or stock, or the property, assets or business of any other person, firm, partnership or corporation, without the prior written consent of the Bank.

(c) Debtor will not merge or consolidate or be merged or consolidated with or into any other corporation or entity.

(d) Debtor will not change its name or its place of operations without prior written notice to the Bank and receipt of the Bank's consent thereto, which may be conditional on Debtor's reaffirmation of this Agreement and Debtor's execution of new financing statements.

(e) Debtor will not sell or dispose of any of its assets except for (a) sales of inventory in the ordinary and usual course of its business (which shall not include a transfer in partial or total satisfaction of debt).

(f) Debtor will not engage in any business other than the business in which it is currently

engaged or a business reasonably allied thereto, or enter into any transaction outside of the ordinary course of Debtor's business as presently conducted.

(g) Debtor will not grant or suffer to exist any mortgage, pledge, title retention agreement, security interest, other than purchase money security interests, lien, charge or encumbrance with respect to any of its assets, tangible or intangible, whether now owned or hereafter acquired, or subject any of such assets to the prior payment of any indebtedness, or transfer in any manner any of such assets with the intent or purpose, directly or indirectly, of subjecting such assets to the payment of indebtedness other than security interest granted to the Bank and a security interest in business assets in favor of Sagoma Plastics, Inc. to be granted by Debtor to secure a note in the amount of \$100,000 for the benefit of the Bankruptcy Estate of Sagoma Plastics, Case No. 05-22727

(h) Debtor will not make any loans, advances or payments of money (other than salaries, commissions and normal reimbursable expenses incurred in the ordinary course of Debtor's business) to officers, directors, employees, shareholders or affiliates of Debtor or to any other person.

(i) Debtor will not accept, acknowledge, or allow to be entered or recognized on its corporate books or records any transfer of stock of the Debtor (whether by sale, gift, exchange, redemption, pledge, attachment or other conveyance, voluntary or involuntary) that would change the ownership of the Debtor as it is as of the date hereof. Debtor agrees neither to assist in, nor recognize such a transfer or conveyance, and agrees that any such attempted or actual conveyance shall constitute a Default hereunder.

(j) None of Debtor's inventory, if any, is now, or shall be at any time or times hereafter stored with a bailee, warehouseman, or similar party without Bank's prior written consent, and in such event, Debtor will concurrently therewith, if so requested by Bank, cause any such bailee, warehouseman or similar party to issue and deliver to Bank, in form acceptable to Bank, warehouse receipts or other documents of title in Bank's name evidencing the storage or possession of such inventory, and shall take such other actions in connection therewith as Bank shall deem necessary or advisable.

## **SECTION 2. FINANCIAL CONDITION, RECORDS AND INSPECTION.**

2.1 **Financial Statements.** All financial statements delivered to Bank at or prior to the execution of this Agreement and all financial statements which may hereafter be delivered to Bank, fairly present the financial condition and the results of Debtor's operations at the times and for the periods therein stated in accordance with generally accepted accounting principles consistently applied. Since the effective date covered by the most recent financial statements so delivered, there has been no material adverse change in the operations or the financial or any other condition of Debtor.

2.2 **Accurate Information.** All written information, books, records and data heretofore or hereafter furnished by Debtor to Bank are or will be true and correct as of the date furnished.

2.3 **Maintenance of Records.** Debtor shall at all times maintain complete and accurate books and records covering the Collateral.

2.4 **Periodic Information.** Hereafter, Debtor shall deliver to Bank, within ninety (90) days after the end of each fiscal or tax year,

- (a) complete copies of all tax returns for the most recent taxable year (including, without limitation, complete federal income tax returns on any entity in which Borrower and/or any guarantor has an ownership interest);
- (b) reviewed financial statements prepared in accordance with generally accepted accounting procedures by a certified public accountant acceptable to Lender together with any management letter that shall have been issued; and
- (c) an aging of accounts receivable and payable; and
- (d) such other documents and things evidencing such Borrower's net worth and financial condition as Lender may reasonably request.

Additionally, Bank shall have the right to require Debtor to provide: within thirty (30) days following each month's end (i) an aging of accounts payable and receivable and an inventory, (ii) management prepared financial statements, including a detailed balance sheet and profit and loss statement and (iii) such other thing as Lender may request, including a certificate certifying Debtor is in compliance with all Loan Documents.

2.5 **Access.** Bank or any person designated by it shall have the right, from time to time, upon reasonable advance notice, to call at Debtor's place or places of business during reasonable business hours (or at any time if a Default has occurred), and, without hindrance or delay, to inspect, audit, and make extracts from Debtor's books, records, journals, orders, receipts, data processing and storage equipment and any correspondence and other data relating to Debtor's business or to any transactions between the parties hereto, and shall have the right to make such verification with third parties concerning the Collateral as Bank may consider reasonable under the circumstances, all at Debtor's expense. Debtor will furnish to Bank such information relevant to the Collateral as Bank may from time to time reasonably request, including, without limitation, the original delivery, other receipts and invoices and aging reports relating to accounts receivable.

2.6 **Changes in Condition.** Debtor shall promptly notify Bank of any material adverse change in Debtor's financial condition or of any condition or event which constitutes a breach or event of Default under this Agreement or any other of the Loan Documents, or of any litigation, arbitration, proceeding or governmental proceeding material to the Debtor.

2.7 **Solvent.** Debtor represents that it is now solvent within the meaning of the United

**SECTION 3. SALES, COLLECTIONS, REPORTS AND FURTHER ASSURANCES.**

3.1 **Sale or Consumption of Inventory.** Until Default, Debtor may, in the ordinary course of its business only, and at its own expense, sell finished inventory or use consumable inventory normally held by Debtor for such purpose, provided that the transfer of inventory in partial or total satisfaction of indebtedness to others shall not be considered to be in the ordinary course. Debtor shall not, in lieu of payment to any creditor, return or deliver inventory.

3.2 **Collection of Accounts Receivable.** Until Default, and in accordance with any contract for insurance of accounts or accounts receivable, Debtor may collect its accounts and accounts receivable in the ordinary course of its business and until such time as such privilege is revoked, in whole or in part, by Bank's notification to account debtors to make payments directly to Bank. Debtor shall mark all chattel paper, instruments and documents to reflect the Bank's security interest and shall take such action with respect to the collection of those accounts and accounts receivable and of the proceeds thereof, as Bank may request. Debtor shall not materially alter or release any account receivable without the prior written consent of the Bank.

3.3 **Notification of Account Debtors.** Bank shall have the right, at any time or times hereafter in its discretion, to confirm all accounts and accounts receivable and upon Default (a) to notify all account debtors that accounts and accounts receivable have been assigned to Bank; (b) to direct all such account debtors to make payments to Bank of all or any part of the sums owing Debtor by such account debtors; (c) to enforce collection thereof by suit or otherwise; (d) to surrender, release or exchange all or any part of such accounts and accounts receivable; or (e) to compromise, settle, extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder.

3.4 **Proceeds.** Upon written request of Bank following Default, the Debtor shall hold the proceeds received from the sale of inventory, and the collection of accounts and accounts receivable in trust for the Bank without commingling the same with other funds of the Debtor and shall deposit the same with the Bank immediately upon receipt.

3.5 **Endorsement by Secured Party.** Debtor hereby authorizes Bank following Default, in the name of Debtor, to endorse any item, howsoever received by Bank, representing payment on or other proceeds of any of the Collateral, including any insurance proceeds.

3.6 **Reports.** Debtor will deliver to Bank assignments, schedules and reports relating to the Collateral at such times and in such form as shall be reasonably designated by Bank.

3.7 **Return of Goods.** The Debtor shall immediately notify the Bank of any event causing material loss or depreciation in value of Collateral and the amount of such loss or depreciation. The Debtor shall also immediately notify the Bank of all material cases involving the



return, rejection, repossession, loss or damage of or to inventory sold of any request for credit or adjustment of any accounts receivable or any dispute arising with respect to accounts receivable and generally of all material events affecting the Collateral or the value or amount thereof.

3.8 **Further Assurances and Acts.** Debtor shall do such things and execute such documents and instruments as Bank may reasonably request to further assure or protect Bank's rights hereunder. Upon reasonable demand from the Bank at any time, Debtor shall assign, transfer or deliver to the Bank additional Collateral of a value and character satisfactory to the Bank, or make such payment on account of Obligations as the Bank may require.

#### **SECTION 4. DEPOSITS AND OTHER PROPERTY.**

Debtor shall establish and, until all Obligations from Debtor to Bank are fully paid, maintain a deposit relationship with Bank. Any and all deposits, accounts, certificate of deposit balances, claims, or other sums at any time credited by or due from the Bank to the Debtor or any guarantor, surety or indorser of the Obligations and all other property of Debtor now or hereafter in the possession of Bank or under its control shall at all times constitute additional security for the Obligations. The Bank may apply or set off such credits against Obligations at any time regardless of whether the Obligations are then due or the adequacy of other Collateral.

#### **SECTION 5. EVENTS OF DEFAULT, ACCELERATION.**

Any or all of the Obligations of the Debtor to the Bank shall, at the option of the Bank and notwithstanding any time or credit allowed by any instrument evidencing any of the Obligations, become immediately due and payable upon the occurrence of any one or more of the following events of default:

(a) Default in the payment or performance of any Obligation of the Debtor;

(b) If Debtor fails or neglects for a period of fifteen (15) days after written notice from the Bank to perform, keep or observe any term, provision, condition, covenant (whether affirmative or negative), warranty or representation contained in this Agreement or in any other of the Loan Documents which is required to be performed, kept or observed by Debtor;

(c) If any material representation, statement, report or certificate made or delivered by Debtor, by any indorser, surety or guarantor for the Obligations or by any of Debtor's officers, employees or agents, is not materially true when made as provided in this Agreement;

(d) If any attachment, trustee process, lien, execution, levy, injunction, or receivership is issued or made against the Debtor or the Collateral or any guarantor, and the same is not removed or discharged within thirty (30) days; provided, however, that it shall be a Default immediately upon the recording or filing of any tax lien by any governmental agency or political subdivision, including, without limitation, by the Internal Revenue Service, the State of Maine Bureau of Taxation, any

agency of the State of Maine, or any municipality;

(e) If Debtor fails to pay any tax on the Collateral when due or to maintain any insurance policy the Debtor is required to provide to the Bank;

(f) The entry of a decree or order for relief with respect to the Debtor or any guarantor of Debtor in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or the entry of an order or decree by any court of competent jurisdiction appointing a receiver, liquidator, trustee, custodian (or similar official) of the Debtor, or ordering the winding-up or liquidation of its affairs which is not dismissed within thirty (30) days;

(g) The commencement by the Debtor or any guarantor of a voluntary case under the federal bankruptcy laws, as now constituted or hereafter amended, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by Debtor or any guarantor to the appointment of or taking possession by a receiver, liquidator, trustee, custodian (or other similar official) of the Debtor or for any substantial part of its or their property, or the making by Debtor or any guarantor of any assignment for the benefit of creditors, or the insolvency of the Debtor or any guarantor, or the failure of the Debtor or any guarantor generally to pay its or their respective debts as such debts become due, or the taking of action by the Debtor in furtherance of any of the foregoing;

(h) The encumbrance of any part of the Collateral, whether junior or senior to the Bank's security interest (except as permitted under Paragraphs 1.6, 1.7 or 1.15(g) hereof), or the sale of any portion of the Collateral except as expressly permitted herein;

(i) The loss or destruction of or substantial damage to any material item or portion of the Collateral;

(j) Such a change in the condition or affairs (financial or otherwise) of the Debtor or of any indorser, guarantor or surety for any Obligations of the Debtor to the Bank, or decline in value of the Collateral as, in the good faith opinion of the Bank, materially impairs the Bank's security or increases its risk, or if the Bank in good faith otherwise deems itself insecure.

(k) Death or disability of any guarantor or other person personally liable, in whole or in part, for any or all of the Obligations.

Any one or more of the foregoing events shall be called a "Default".

## **SECTION 6. POWERS UPON DEFAULT.**

6.1 **Remedies.** In the event of a Default under this Agreement, any of the Obligations, or any other of the Loan Documents, or at any time thereafter, Bank may, at its option, without notice of its election and without demand, do any one or more of the following, all of which are authorized by

Debtor:

(a) Declare Debtor's Obligations, whether evidenced by installment notes, demand notes or otherwise, immediately due and payable;

(b) Cease advancing money or extending credit to or for the benefit of the Debtor under any of the Loan Documents:

(c) Exercise any or all of the rights of a Secured Party under the Uniform Commercial Code and any other applicable law upon Default by a Debtor;

(d) Set-off against any and all deposits, accounts, certificate of deposit balances, claims, or other sums at any time credited by or due from the Bank to the Debtor or any guarantor, surety or indorser of the Obligations and against all other property of Debtor in the possession of Bank or under its control;

(e) Enter, with or without process of law, any premises where the Collateral might be, and without charge or liability, take possession of the Collateral and use or store it in said premises, and at the option of the Bank, remain thereon and use the same, together with Debtor's materials, supplies, books and records, for the purpose of liquidating or collecting the Collateral and conducting and preparing for disposition of the Collateral, or remove the same to such place or places as Bank deems convenient;

(f) Sell or otherwise dispose of the Collateral (in its then condition or after further manufacturing, processing or preparation thereof, utilizing in connection therewith any of Debtor's assets, without charge or liability to Bank therefor) at public or private sale (which sale Bank may postpone from time to time), all as Bank deems advisable, for cash or credit. Debtor shall be credited with the net proceeds of such sale only when such proceeds are finally collected by Bank and the purchaser at any such sale, and Bank may, in lieu of actual payment of the purchase price, offset the amount thereof against the Obligations;

(g) Use or transfer, without charge or liability to Bank therefor, any of Debtor's labels, trade names, trademarks, patents, licenses, certificates of authority or advertising materials in advertising for sale and selling or other disposition of the Collateral.

6.2 **Notice.** Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Bank shall give to the Debtor at least five (5) days' prior written notice of the time and place of any public sale or of the time after which any private sale or any other intended disposition is to be made.

6.3 **Endorsement.** The Bank may at any time in its discretion endorse and transfer into its own name or that of its nominee any documents, securities or other property securing the Obligations and receive the income thereon and hold the same as security for Obligations or apply it

to the Obligations.

6.4 **Collection**. Insofar as Collateral may consist of accounts receivable, insurance policies, instruments, chattel paper, choses in action or the like, the Bank may demand, collect, receipt for, settle, renew, extend, exchange, compromise, adjust, sue for, foreclose or realize upon Collateral, in whole or in part, as the Bank may determine, whether or not the Obligations are then due and for the purpose of realizing the Bank's rights therein, the Bank may receive, open and dispose of mail addressed to the Debtor and endorse notes, checks, drafts, money orders, documents of title or other evidences of payment, shipment or storage or any form of Collateral on behalf of and in the name of the Debtor, and apply the proceeds thereof to the Obligations.

6.5 **Assembly of Collateral**. Upon Default, Debtor shall assemble the Collateral and make it available to Bank at a place or places to be designated by Bank.

6.6 **Equitable Relief**. Debtor recognizes that in the event Debtor defaults, no remedy of law will provide adequate relief to Bank, therefore, Debtor agrees that Bank shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

All of Bank's aforesaid rights and remedies are cumulative and non-exclusive.

## **SECTION 7. WAIVERS**

The Debtor waives demand, protest, notice of acceptance of this Agreement, notice of Default or dishonor, notice of loans made, credit extended, Collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect both to Obligations and Collateral, the Debtor assents to any extension or postponement of the time of payment or any other indulgence to any substitution, exchange or release of Collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payments thereon and the settlement, compromising or adjusting thereof, all in such manner and at such times as the Bank may deem advisable. The Bank shall not have any duty as to the collection or protection of Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor the safe custody thereof. The Bank may exercise its rights against the Collateral without resorting or regard to other collateral or sources of reimbursement for liability. The Bank shall not be deemed to have waived any of its rights under or against this Agreement, the Obligations, the Collateral, any other of the Loan Documents, or otherwise unless such waiver be in writing and signed by the Bank. Bank's failure to require strict performance of this Agreement or any other of the Loan Documents evidenced, governed or secured hereby or any delay or omission on the part of the Bank in exercising any right or any acceptance of partial or inadequate payment or performance shall not waive, affect or diminish such right or Debtor's duty of compliance and performance therewith. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion. All rights and remedies of the Bank on Obligations or Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised

singularly or concurrently. Any note which this Agreement may secure is a separate instrument and may be negotiated, extended or renewed by the Bank without releasing the Debtor, the Collateral or any guarantor or co-maker.

## **SECTION 8. GENERAL.**

8.1 **Notice.** Any demand upon or notice to the Debtor that the Bank may elect to give shall be effective upon delivery in person or upon deposit in the United States mails, postage prepaid, return receipt requested, or upon sending by facsimile (subsequently confirmed by hard copy letter as having been transmitted on a date and at a time certain) addressed to the Debtor at the address shown at the beginning of this Agreement or, if the Debtor has notified the Bank in writing of a change of address, to the Debtor's last address so notified. Demands or notices addressed to the Debtor's address at which the Bank customarily communicates with the Debtor shall also be effective.

8.2 **Payments.** For purposes of determining the amount of the Obligations, the receipt of any check or any other item of payment by Bank shall not be effective as a payment on account of the Obligations until such check or other item of payment is actually paid in cash or collected. Any statement of account rendered by Bank to Debtor relating to the Obligations, including, without limitation, all statements of balances owing, accrued interest, expenses and costs, shall be presumed to be correct and accurate and constitute an account stated unless, within thirty (30) days after receipt thereof by Debtor, Debtor shall deliver to Bank written objection thereto specifying the error or errors, if any, contained in any such statement.

8.3 **Expenses.** The Debtor shall pay to or reimburse the Bank on demand and as a part of the Obligations secured hereby any and all expenses, including, without limitation, reasonable counsel fees and expenses, incurred or paid by the Bank in connection with the preparation, execution, administration, preservation, collection or enforcement of this Agreement, the Collateral, or any other of the Loan Documents, also including, without limitation, any and all reasonable attorneys' fees and costs incurred by the Bank in connection with any Bankruptcy, insolvency, reorganization, or receivership proceedings involving any Maker or guarantor of any or all of the Obligations; Such expenses to be paid by Debtor include, without limitation, those incurred in any litigation, contest, dispute, suit or proceeding (whether instituted by Bank, Debtor or any other party) to protect, collect, lease, sell, take possession of or liquidate any of the Collateral, to attempt to enforce any security interest of Bank in any of the Collateral, to enforce any rights of Bank against Debtor or against any other person, entity, association, firm or corporation liable for the Obligations or on the Collateral, and those expenses incurred by Bank in defending, settling or satisfying any claim, action or demand asserted by any receiver, trustee, creditor's committee, debtor or debtor-in-possession in any bankruptcy or reorganization case, any assignee or assignee for the benefit of creditors, creditor, stockholder, or by any other person or entity, whether in connection with the Debtor, the Obligations or any Loan Documents, the Collateral or any transactions related thereto, or on any alleged theory of preference, fraudulent conveyance, subordination, usury, ultra vires, invalidity, interference, control, misrepresentation, conspiracy, or similar theory, or otherwise.

At its option, and without limitation, the Bank may discharge taxes, liens, security interests or other encumbrances at any time levied against or placed on the Collateral, pay any premiums on any insurance to be carried by Debtor, or provide for the maintenance and preservation of the Collateral and add the expense thereof to the Obligations secured hereby, all to bear interest at the highest annual rate applicable to any of the Obligations.

8.4 **Successors and Assigns.** Whenever in this Agreement there is reference made to any of the parties hereto, such reference shall be deemed to include, wherever applicable, a reference to the successors and assigns of such party. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of Debtor and Bank.

8.5 **Survival of Representations.** All representations and warranties of Debtor, and all terms, provisions, conditions and agreements to be performed by Debtor contained herein, and in any of the other Loan Documents shall be true and satisfied at the time of the execution of this Agreement, and shall survive the closing hereof and the execution and delivery of this Agreement.

8.6 **Governing Law; Severability.** This Agreement has been delivered by Debtor to Bank for Bank's acceptance or rejection at the place listed at the commencement of this Agreement and shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

8.7 **Modification.** This Agreement may not be altered or amended except by an agreement in writing.

8.8 **Application of Payments.** Debtor irrevocably waives the right to direct the application of any and all payments at any time or times hereafter received by Bank from Debtor, and Debtor does hereby irrevocably agree that Bank shall have the continuing exclusive right to apply and reapply any and all payments received at any time or times hereafter against the Obligations hereunder in such manner as Bank may deem advisable.

8.9 **Invalidated Payment.** Debtor agrees that to the extent that Debtor makes a payment or payments to Bank, which payment or payments, or any part thereof, are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to Debtor, its estate, trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, the liability or part thereof which has been paid, reduced or satisfied by the amount so repaid shall be reinstated and included within the Obligations as of the date such initial payment, reduction or satisfaction occurred.

8.10 **Submission to Jurisdiction.** Debtor submits to the jurisdiction of any state or federal


court located within the State of Maine.

8.11 **Section Titles.** The section titles contained in this Agreement are for convenience only and shall not affect the construction or meaning of this Agreement.

8.12 **Financing Statement.** A photocopy or other reproduction of this Agreement or of any financing statement executed in conjunction with this Agreement and filed to perfect a security interest in the Collateral may be used as a financing statement.

8.13 **Sealed Instrument.** This Agreement shall take effect as a sealed instrument.

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

  
\_\_\_\_\_  
Witness

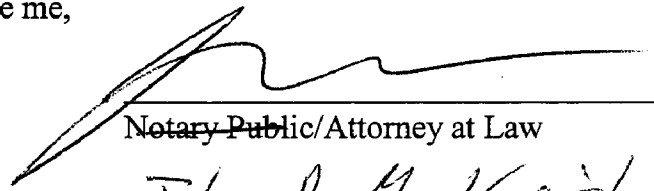
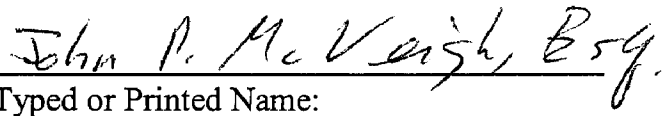
PTG, LLC  
By:   
\_\_\_\_\_  
Paul J. Gelardi  
Its Sole Manager

STATE OF MAINE  
Cumberland, ss.

December 30, 2005

Personally appeared the above-named Paul J. Gelardi, Sole Manager of PTG, LLC, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said PTG, LLC.

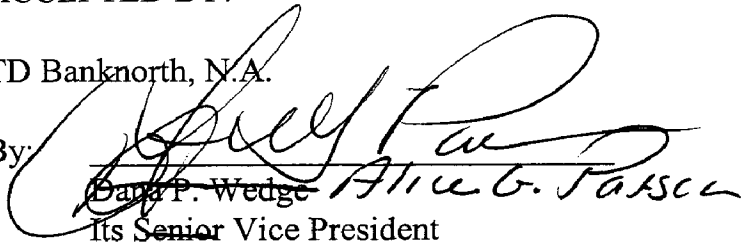
Before me,

  
\_\_\_\_\_  
Notary Public/Attorney at Law  
  
\_\_\_\_\_  
Typed or Printed Name:  
My Commission Expires:   N/A

ACCEPTED BY:

TD Banknorth, N.A.

By:

  
~~David P. Wedge~~ *David P. Wedge*  
Its Senior Vice President