

11-03-1998



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings → → →

To the Honorable Commissioner of Patents and Trademarks, Washington, D.C.

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Galileo Corporation
Galileo Park
Sturbridge, MA

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

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

Name: BankBoston Leasing Inc.

Internal Address: _____

Street Address: 100 Federal Street

City: Boston State: MA ZIP: 02110

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: August 21, 1998

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

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

"See Exhibit A"

B. Patent No.(s)

"See Exhibit A"

Additional numbers attached? Yes No

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

Name: Christopher E. Kondracki

Internal Address: _____

Street Address: 2001 Jefferson Davis Hwy.,

Suite 505

City: Arlington State: VA ZIP: 22202

6. Total number of applications and patents involved: 56

7. Total fee (37 CFR 3.41):..... \$ 2,240

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Christopher E. Kondracki

Name of Person Signing

Signature

October 22, 1998

Date

Total number of pages comprising cover sheet: 15

GALILEO CORP.
U.S. PATENTS

U.S. PAT. NUMBER	ACTIVE/ EXPIRED	DESCRIPTION	INVENTORS	FILING DATE	ISSUE DATE	MAINT. FEE		MAINT. FEE		EXPIR. DATE
						(3 1/2 yrs)	(7 1/2 yrs)	(11 1/2 yrs)	(11 1/2 yrs)	
5,688,553	A	Polyimide coated heavy metal fluoride glass fiber and method of manufacture	Vacha	06/20/1996	11/18/97	05/18/2001	05/18/2005	05/18/2009	06/20/2016	
5,567,219	A	Polyimide coated heavy metal fluoride glass fiber and method of manufacture	Vacha, Melling	07/20/1994	10/22/96	04/22/2000	04/22/2004	04/22/2008	07/20/2014	
5,714,196	A	Method of forming a stippable polyimide coating for an optical fiber	Vacha	03/29/1996	02/03/98	08/03/2001	08/03/2005	08/03/2009	03/29/2016	
5,631,194	A	Heavy metal fluoride glass containing indium trifluoride	Vacha, Akella, Downing	10/17/1995	05/20/97	11/20/2000	11/20/2004	11/20/2008	10/17/2015	
5,625,459	A	Diffuse reflectance probe	Diver	03/03/1995	04/29/97	10/29/2000	10/29/2004	10/29/2008	03/03/2015	
5,440,115	A	Zener diode biased electron multiplier with stable gain characteristic	Bauco, Then	04/05/1994	08/08/95	02/08/1999	02/08/2003	02/08/2007	04/05/2014	
5,387,797	A	Detector having selective photon & neutron particle absorbent coating	Gray Bauco	12/27/1993	02/07/95	08/07/1998	08/07/2002	08/07/2006	12/27/2013	
5,351,332	A	Waveguide arrays and method for contrast enhancement	Cook	02/17/1993	09/27/94	03/27/1998	03/27/2002	03/27/2006	02/17/2013	
5,223,013	A	Method for making multifiber assembly from primitive files	Cook, Mancini, Patterson	04/08/1991	06/28/93	12/29/1996	12/29/2000	12/29/2004	04/08/2011	
5,550,945	A	Integrated image conduit and illumination	Gregory	05/11/1995	08/27/96	02/27/2000	02/27/2004	02/27/2008	05/11/2015	
5,391,874	A	Flexible lead assembly for microchannel plate-based detector	Ellis	08/17/1993	02/21/95	08/21/1998	08/21/2002	08/21/2006	08/17/2013	
5,136,677	A	Photorefractive effect in bulk chalcogenide glass and devices made therefrom	Drexhage, Cook, Margraf, Moynihan	06/06/1991	08/04/92	02/04/1996	02/04/2000	02/04/2004	06/06/2011	
5,259,057	A	Waveguide array & method for contrast enhancement	Cook	03/18/1992	11/02/93	05/02/1997	05/02/2001	05/02/2005	03/18/2012	
5,170,056	A	Optical fiber coupled devices for remote spectroscopy in the infrared	Burger, Melling, Moser, Berard	02/28/1991	12/08/92	06/06/1996	06/06/2000	06/06/2004	02/28/2011	

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GALILEO CORP.
U.S. PATENTS

U.S. PAT. NUMBER	ACTIVE/ EXPIRED	DESCRIPTION	INVENTORS	FILING DATE		ISSUE DATE		MAINT. FEE DATE (7 1/2 yrs)		MAINT. FEE DATE (11 1/2 yrs)		EXPIR. DATE
				DATE	DATE	DATE	DATE	DATE	DATE			
5,039,851	A	Plug in detector module	Green, Gray	05/23/1990	08/13/91	02/13/1995	02/13/1999	02/13/2003			05/23/2010	
5,212,748	E	Fiber-optic mixer & spectrometer	Driver, Curtiss	07/11/1990	05/18/93	11/18/1996	11/18/2000	11/18/2004			07/11/2010	
5,159,231	A	Conductivity cooled microchannel plates	Feller, Rubel, Zetkowsk	02/15/1990	10/27/92	04/27/1996	04/27/2000	04/27/2004			02/15/2010	
5,005,934	A	Fiber optics channel selection device	Curtiss	07/11/1989	04/09/91	10/09/1994	10/09/1998	10/09/2002			07/11/2009	
5,117,149	A	Parallel plate electron multiplier with negatively charged focussing strips and method of operation	Fipol	05/09/1990	05/26/92	11/26/1995	11/26/1999	11/26/2003			05/09/2010	
5,049,176	A	Fiber assembly	Cook, Mancini, Patterson	07/09/1990	09/17/91	03/17/1995	03/17/1999	03/17/2003			07/09/2010	
5,028,105	A	Photorefractive effect in bulk glass and devices made therefrom	Drexhage, Cook, Margraf, Moynihan	12/21/1989	07/02/91	01/02/1995	01/02/1999	01/02/2003			12/21/2009	
4,978,885	A	Ion free electron multipliers with reduced ion feedback	Laprade, White	03/02/1989	12/18/90	06/18/1994	06/18/1998	06/18/2002			03/02/2009	
4,988,867	A	Simultaneous positive and negative ion detector	Laprade	11/05/1989	01/29/91	07/29/1994	07/29/1998	07/29/2002			11/05/2009	
4,948,965	A	Conductively cooled microchannel plates	Feller	02/13/1989	08/14/90	02/14/1994	02/14/1998	02/14/2002			02/13/2009	
4,988,868	A	Ion detector	Gray	05/15/1989	01/29/91	07/29/1994	07/29/1998	07/29/2002			05/15/2009	
4,850,939	A	Channel electron multipliers	Tosswill	09/15/1988	08/21/90	02/21/1994	02/21/1998	02/21/2002			09/15/2008	
4,983,551	A	Channel electron multipliers	Feller, Cook	08/18/1988	01/08/91	07/08/1994	07/08/1998	07/08/2002			08/18/2008	
4,598,018	E	Insulating high temperature wire	Beuschler	09/19/1984	07/01/86	01/01/1990	01/01/1994	01/01/1998			09/19/2004	
4,608,519	E	Middle-infrared image intensifier	Tosswill	04/05/1984	08/26/86	02/26/1990	02/26/1994	02/26/1998			04/05/2004	
4,636,629	E	Image-storage microchannel device with gating means for selective ion feedback	Tosswill	04/02/1985	01/13/87	07/13/1990	07/13/1994	07/13/1998			04/02/2005	

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GALILEO CORP.
U.S. PATENTS

U.S. PAT. NUMBER	ACTIVE/ EXPIRED	DESCRIPTION	INVENTORS	FILING		ISSUE		MAINT. FEE		MAINT. FEE		EXPIR. DATE
				DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	
4,701,618	E	Middle-infrared imaging device	Tosswill	05/28/1985	10/20/87	04/20/91	04/20/1995	04/20/1999	05/28/2005			
4,714,861	E	Higher frequency microchannel plate	Tosswill	10/01/1986	12/22/87	06/22/1991	06/22/1995	06/22/1999	10/01/2006			
4,730,141	E	Imaging tube having a reflective photocathode and internal optical means	Tosswill	03/21/1986	03/08/88	09/08/1991	09/08/1995	09/08/1999	03/21/2006			
4,731,538	E	Microchannel plate ion detector	Gray	06/20/1986	03/15/88	09/15/1991	09/15/1995	09/15/1999	06/20/2006			
4,752,688	E	Imaging tube	Tosswill	06/18/1986	06/21/88	12/21/1991	12/21/1995	12/21/1999	06/18/2006			
4,931,688	A	Multifunction gas triode	Tosswill	01/19/1988	06/05/90	12/05/1993	12/05/1997	12/05/2001	01/19/2008			
4,958,079	E	Detector for scanning electron microscopy apparatus	Gray	02/21/1989	09/18/90	03/18/1984	03/18/1998	03/18/2002	02/21/2009			
4,305,543		Viewer	Tosswill	12/10/1987	12/15/81							
4,278,891		Far field imaging	Tosswill	11/17/1978	08/14/81							
4,264,824		Far field imaging	Tosswill	11/16/1979	04/28/81							
4,262,207		Near field or far field imaging apparatus with improved resolution	Tosswill	04/20/1978	04/14/81							
4,241,360		Series capacitor voltage multiplier circuit with top connected rectifiers	Hambor, Bickel	08/10/1978	12/23/80							
4,227,087		Beam detector	Kurz	05/18/1979	10/07/80							
4,212,707		Method of fabricating a collimator for X and gamma radiation	Tosswill, Beuscher	10/31/1977	07/15/80							
4,205,228		Far field imaging	Tosswill	07/03/1978	05/27/80							
4,202,599		Nonuniform imaging	Tosswill	02/27/1978	05/13/80							
4,125,776		Collimator for X and gamma radiation	Tosswill, Beuscher	02/23/1976	11/14/78							

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PATENTSJOE

GALILEO CORP.
U.S. PATENTS

U.S. PAT. NUMBER	ACTIVE/ EXPIRED	DESCRIPTION	INVENTORS	FILING DATE	ISSUE DATE	MAINT. FEE			EXPIR. DATE
						(3 1/2 yrs)	(7 1/2 yrs)	(11 1/2 yrs)	
4,039,833		Non-uniform fiber optic imaging system	Tosswill	07/19/1976	07/11/78				
4,095,132		Electron multiplier	Fraioli	08/11/1964	06/13/78				
4,090,080		Imaging	Tosswill	01/06/1976	05/16/78				
3,837,723		Method for making hybrid radiant energy sensor with solid state element and transfer energy-sensitive, electron-emissive surface	Catchpole	11/03/1971	09/24/74				
4,921,316		Integral fiber optic printhead [Assigned to Galileo & Polaroid Corp.]	Fantone, Rockney, Burger, Cook	03/06/1989	05/01/90				

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PATENTSJOE

GALILEO CORP.
U.S. PATENTS

U.S. PAT. NUMBER	ACTIVE/ EXPIRED	DESCRIPTION	INVENTORS	FILING		ISSUE		MAINT. FEE (3 1/2 yrs)		MAINT. FEE (7 1/2 yrs)		MAINT. FEE (11 1/2 yrs)	
				DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE		
PATENTS ASSIGNED TO CAFA													
5,618,217	A	Method for fabrication of discrete dynode electron multipliers	Then, Bentley	07/25/1995	04/08/97	10/08/2000	10/06/2004	10/08/2000	10/08/2004	10/08/2000	10/08/2004	10/08/2000	07/25/2015
5,569,355	A	Method for fabrication of microchannel electron multipliers	Horton, Tasker	01/11/1995	10/29/96	04/29/2000	04/29/2004	04/29/2000	04/29/2004	04/29/2000	04/29/2004	04/29/2000	01/11/2015
5,568,013	A	Micro-fabricated electron multipliers	Horton, Tasker	07/29/1994	10/22/96	04/22/2000	04/22/2004	04/22/2000	04/22/2004	04/22/2000	04/22/2004	04/22/2000	07/29/2014
5,205,902	A	Method of manufacturing microchannel electron multipliers	Horton, Tasker	11/21/1991	04/27/93	10/27/1996	10/27/2000	10/27/1996	10/27/2000	10/27/1996	10/27/2000	10/27/1996	11/21/2011
5,378,960	A	Thin film continuous dynodes for electron multiplication	Tasker, Horton	07/21/1993	01/03/95	07/03/1998	07/03/2002	07/03/1998	07/03/2002	07/03/1998	07/03/2002	07/03/1998	07/21/2013
5,086,248	A	Microchannel electron multipliers	Horton, Tasker	08/18/1989	02/04/92	08/04/1995	08/04/1999	08/04/1995	08/04/1999	08/04/1995	08/04/1999	08/04/1995	08/18/2009
5,544,772	A	Fabrication of a microchannel plate from a perforated silicon	Soave, Then, Shank, Tasker	07/25/1995	08/13/86								
5,726,076	A	Method of making thin-film continuous dynodes for electron multiplication	Tasker Horton	12/28/1994	03/10/98								

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PATENT AND PATENT APPLICATIONS SECURITY AGREEMENT

This Patent and Patent Applications Security Agreement (the "**Patent Security Agreement**") is made as of the 21st day of August, 1998 by Galileo Corporation, a Delaware corporation with its principal office at Galileo Park, Sturbridge, Massachusetts (the "**Company**"), and BancBoston Leasing Inc., a Massachusetts corporation with an address of 100 Federal Street, Boston, Massachusetts (the "**Secured Party**").

RECITALS

WHEREAS, pursuant to a certain Master Lease Agreement dated as of March 20, 1998 (as amended from time to time, the "**Lease Agreement**") made between the Company and the Secured Party, the Secured Party has entered into certain lease transactions with the Company;

WHEREAS, pursuant to a certain Security Agreement dated as of March 20, 1998 (as amended from time to time, the "**Security Agreement**"), the Company has granted to the Secured Party a security interest in the Company's Collateral (as defined in the Security Agreement) to secure the **Obligations** (as defined in the Security Agreement) of the Company to the Secured Party;

WHEREAS, to further secure the Obligations and to more fully vest the security interest granted in the Security Agreement, the Company has executed this Patent Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Company, and the Secured Party agree as follows:

1. All capitalized terms used herein and not otherwise defined have the same meaning herein as in the Security Agreement.
2. To secure the Obligations, the Company hereby grants a security interest in favor of, and collaterally assigns to the Secured Party, with power of sale in and to the following and all proceeds thereof:

(a) All of the Company's now owned or existing or hereafter acquired or arising patents and patent applications including, without limitation, those listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such patents and patent applications.

(b) All renewals of any of the foregoing.

(c) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

(d) The right to sue for past, present and future infringements and dilutions of any of the foregoing.

(e) All of Company's rights corresponding to any of the foregoing throughout the world.

All of the foregoing patents and patent applications described in Subsection 2.(a), together with the items respectively described in Subsections 2.(b) through and including 2.(e) are hereinafter individually and/or collectively referred to as the "**Patents**".

3. Until this Patent Security Agreement is terminated in writing by a duly authorized officer of the Secured Party, the Company shall undertake the following with respect to each Patent:

(a) Pay all renewal fees and other fees and costs associated with maintaining the Patents and with the processing of the Patents.

(b) At Company's sole cost, expense, and risk, pursue the prompt, diligent, processing of each Application for Registration which is the subject of the foregoing assignment and not abandon or delay any such efforts.

(c) At Company's sole cost, expense, and risk, take any and all action which may be necessary or desirable to protect the Patents, including, without limitation, the prosecution and defense of infringement actions.

4. The Company represents and warrants that:

(a) *EXHIBIT A* includes all of the patents and patent applications now owned by the Company.

(b) No liens, claims or security interests have been granted in any Patent by the Company to any person other than to the Secured Party and BankBoston, N.A., and the Patents shall hereafter remain free and clear of all liens, Encumbrances, or security interests to any person other than to the Secured Party and BankBoston, N.A.

5. In order to further secure the Obligations:

(a) The Company shall give the Secured Party written notice (with reasonable detail) within ten (10) days following the occurrence of any of the following:

(i) The Company obtains rights to, and files applications for registration of, any new Patents or otherwise acquires ownership of any newly registered Patents.

(ii) The Company becomes entitled to the benefit of any patents or patent applications, patent licenses, or patent license renewals whether as licensee or licensor.

(iii) The Company enters into any new patent license agreement.

(b) The provisions of this Patent Security Agreement shall automatically apply to any such additional property or rights described in Section 5(a) above, all of which shall be deemed to be and treated as "Patents" within the meaning of this Patent Security Agreement.

(c) The Company hereby authorizes the Secured Party to modify this agreement by amending *EXHIBIT A* to include any future patents or patent applications, written notice of which is so given, *provided, however*, the modification of said *EXHIBIT* shall not be a condition to the creation or perfection of the security interest created hereby.

6. Prior the Secured Party's giving of notice to the Company following the occurrence of an Event of Default, the Company shall have the exclusive right to sue for past, present and future infringement of the Patents including the right to seek injunctions and/or money damages, in an effort by Company to protect the Patents against encroachment by third parties, *provided, however*:

(a) The Company first provides the Secured Party with written notice of the Company's intention to so sue for enforcement of any Patent.

(b) Any money damages awarded or received by the Company on account of such suit (or the threat of such suit) shall constitute Collateral.

(c) Following the occurrence of any Event of Default, the Secured Party, by notice to the Company may be terminate or limit the Company's rights under this Section 6.

7. In the event of

(a) the Company's failure, within Five (5) days of written notice from the Secured Party, to cure any failure by the Company to perform any of the Company's obligations set forth in Section 6; and/or

(b) the occurrence of any Event of Default,

the Secured Party, acting in its own name or in that of the Company, may (but shall not be required to) act in the Company's place and stead and/or in the Secured Party's' own right in connection therewith.

8. Upon the occurrence of any Event of Default, the Secured Party may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in Massachusetts (Massachusetts General Laws, Chapter 106), with respect to the Patents, in addition to which the Secured Party, subject to the terms of the Security Agreement, may sell, license, assign, transfer, or otherwise dispose of the Patents. Any person may conclusively rely upon an affidavit of an officer of the Secured Party that an Event of Default has occurred and that the Secured Party is authorized to exercise such rights and remedies.
9. The Company hereby irrevocably constitutes and designates the Secured Party as and for the Company's attorney in fact, exercisable following the occurrence of any Event of Default:
 - (a) To exercise any of the rights and powers referenced in Sections 3 and 6 hereof.
 - (b) To execute all and singular such instruments, documents, and papers as the Secured Party determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Patents.

The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until the within Patent Security Agreement is terminated by a duly authorized officer of the Secured Party.

10. Any use by the Secured Party of the Patents as authorized hereunder in connection with the exercise of the Secured Party's right and remedies under the within Patent Security Agreement and the Security Agreement shall be coextensive with Company's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Secured Party to the Company.
11. Following the payment and satisfaction of all Obligations, and the termination of any obligations of the Secured Party under the Lease Agreement, this Patent Security Agreement shall terminate and the Secured Party shall execute and deliver to Company, at

Company's cost and expense, all such instruments as the Company reasonably may request to release any encumbrance in favor of the Secured Party created hereby or pursuant hereto, subject, however, to any disposition thereof which may have been made by Secured Party pursuant hereto or pursuant to the Security Agreement.

12. The Company shall, at the request of the Secured Party, do any and all acts and execute any and all documents required by the Secured Party in connection with the protection, preservation, and enforcement of the Secured Party's rights hereunder.
13. The Company shall, upon demand, reimburse the Secured Party for all costs and expenses incurred by the Secured Party in the exercise of any rights hereunder (including, without limitation, fees and expenses of counsel).
14. This Patent Security Agreement is intended to be supplemental of the Security Agreement. All provisions of the Security Agreement from the Company to the Secured Party shall apply to the Patents and the Secured Party shall have the same rights with respect to any and all Patents granted the Secured Party to secure the Obligations hereunder as thereunder. In the event of a conflict between this Patent Security Agreement and the Security Agreement, the terms of this Patent Security Agreement shall control with respect to the Patents.

IN WITNESS WHEREOF, the Company and the Secured Party respectively have caused this Patent Security Agreement to be executed by officers duly authorized so to do on the date first above written.

GALILEO CORPORATION.

BANCBOSTON LEASING INC.

(The "Company")

(The "Secured Party")

By 

By 

Title: VP CFO


Title: Authorized officer

COMMONWEALTH OF MASSACHUSETTS
County of Worcester, ss

Then personally appeared before me Gregory Reda who acknowledged that such person is the duly authorized VP CFO of Galileo Corporation, and that such person had executed the foregoing instrument on its behalf and that such is the free act and deed of Galileo Corporation.

Witness my hand and seal this 21 day of August, 1998.

ROBERT E. GEORGE, NOTARY PUBLIC
My Commission Expires 03-30-01

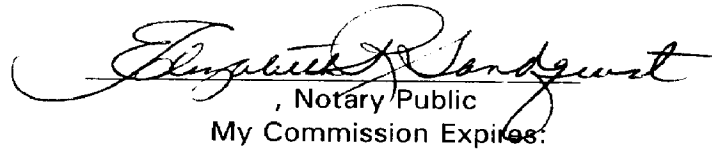


, Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS
County of SUFFOLK

Then personally appeared before me Row R. Ferguson who acknowledged that such person is the duly authorized AUTHORIZED OFFICER of BancBoston Leasing Inc., and that such person executed the foregoing instrument on its behalf and such is the free act and deed of BancBoston Leasing Inc.

Witness my hand and seal this 21st day of August, 1998.



, Notary Public
My Commission Expires:

ELIZABETH D. SANDQUIST
Notary
My Commission
Expires August 8, 1999

Company's cost and expense, all such instruments as the Company reasonably may request to release any encumbrance in favor of the Secured Party created hereby or pursuant hereto, subject, however, to any disposition thereof which may have been made by Secured Party pursuant hereto or pursuant to the Security Agreement.

12. The Company shall, at the request of the Secured Party, do any and all acts and execute any and all documents required by the Secured Party in connection with the protection, preservation, and enforcement of the Secured Party's rights hereunder.
13. The Company shall, upon demand, reimburse the Secured Party for all costs and expenses incurred by the Secured Party in the exercise of any rights hereunder (including, without limitation, fees and expenses of counsel).
14. This Patent Security Agreement is intended to be supplemental of the Security Agreement. All provisions of the Security Agreement from the Company to the Secured Party shall apply to the Patents and the Secured Party shall have the same rights with respect to any and all Patents granted the Secured Party to secure the Obligations hereunder as thereunder. In the event of a conflict between this Patent Security Agreement and the Security Agreement, the terms of this Patent Security Agreement shall control with respect to the Patents.

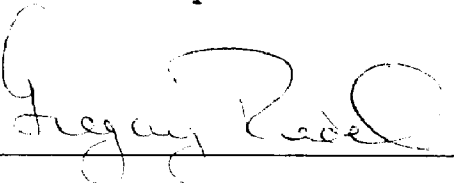
IN WITNESS WHEREOF, the Company and the Secured Party respectively have caused this Patent Security Agreement to be executed by officers duly authorized so to do on the date first above written.

GALILEO CORPORATION.

BANCBOSTON LEASING INC.

(The "Company")

(The "Secured Party")

By 

By 

Title: VP CFO

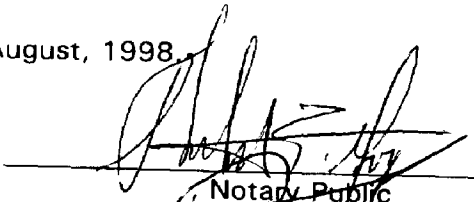
Title: Authorized Officer

COMMONWEALTH OF MASSACHUSETTS
County of Worcester, ss

Then personally appeared before me Gregory Reed who acknowledged that such person is the duly authorized VP CFO of Galileo Corporation, and that such person had executed the foregoing instrument on its behalf and that such is the free act and deed of Galileo Corporation.

Witness my hand and seal this 21 day of August, 1998.

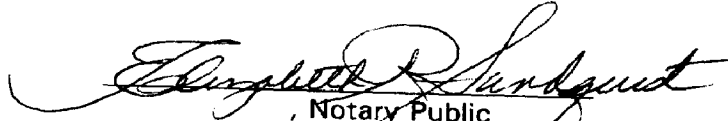
ROBERT E. GEORGE, NOTARY PUBLIC
My Commission Expires 03-30-01


Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS
County of SUFFOLK

Then personally appeared before me Ron R. Ferguson who acknowledged that such person is the duly authorized Authorized Officer of BancBoston Leasing Inc., and that such person executed the foregoing instrument on its behalf and such is the free act and deed of BancBoston Leasing Inc.

Witness my hand and seal this 21st day of August, 1998.


Notary Public
My Commission Expires:

ELIZABETH R. SANDQUIST
Notary Public
My Commission
Expires August 5, 1999

EXHIBIT A

325584.1

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