

08-17-1999

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U.S. Department of Commerce  
Patent and Trademark Office



RE 101119507 COVER SHEET  
PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks:  
Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**Advanced Chemtech, Inc. (a Kentucky corporation)**  
**Helios Pharmaceuticals, Inc. (a Delaware corporation)**  
**Sancii Development Company LLC (a Kentucky limited liability company)**  
Additional name(s) of conveying party(ies) attached?  
 Yes  No

2. Name and Address of Receiving party(ies):  
Name: **Bank One Kentucky, NA (a national banking association)**  
Street Address: **416 West Jefferson Street**  
  
City: **Louisville**  
State: **KY** Zip: **40202**

3. Nature of conveyance:  
 Assignment  
 Merger  
 Security Agreement  
 Change of Name  
 Other \_\_\_\_\_  
  
Execution Date: **July 2, 1999**

4. Application number(s) or patent number(s):  
A. Patent application No.(s)\ B. Patent No.(s)  
**08-609968\ 5746982 and 4746490**  
Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
  
Name: **William H. Hollander**  
**Wyatt, Tarrant & Combs**  
Street Address: **2600 Citizens Plaza**  
  
City: **Louisville,**  
State: **KY** Zip: **40202**

6. Total number of applications and patents involved: \_\_\_\_\_

7. Total fee (37 CFR § 3.41) **\$120.00**  
 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

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.*  
  
William H. Hollander W.H. Hollander August 9, 1999  
Name of person signing Signature Date  
  
Total number of pages comprising cover sheet: 1

# PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

**THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT** (the "Agreement"), dated July 2, 1999, is entered into among [i] **ADVANCED CHEMTECH, INC.**, Kentucky corporation ("ACI"), [ii] **HELIOS PHARMACEUTICALS, INC.**, a Delaware corporation ("HPI"), and [iii] **SANEII DEVELOPMENT COMPANY LLC**, a Kentucky limited liability company ("SDC"), all having a mailing address in care of Advanced ChemTech, Inc., 5609 Fern Valley Road, Louisville, Kentucky 40228 (each an "Assignor" and collectively the "Assignors"), and **BANK ONE, KENTUCKY, NA**, a national banking association (the "Assignee").

**WHEREAS**, pursuant to that certain Loan Agreement (as may be amended, restated, modified or supplemented from time to time, the "Loan Agreement") of even date herewith by and among the Assignors and Assignee, the Assignee has agreed to provide certain Loans, as that term is defined in the Loan Agreement, to the Assignors and the Assignors have agreed, among other things, to grant to the Assignee a security interest in, and upon the occurrence of an Event of Default, as that term is defined in the Loan Agreement, to conditionally assign to the Assignee, certain patents, trademarks and copyrights.

**NOW, THEREFORE**, intending to be legally bound hereby, the parties hereto agree as follows:

1. Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings given to them in the Loan Agreement.

2. For valuable consideration, the receipt of which is hereby acknowledged by each of the Assignors, and to secure the indebtedness and undertakings and other Obligations of the Assignors referred to in this Section, including but not limited to those evidenced by or established pursuant to the "Loan Documents" defined in **Schedule 1** to this Agreement, each Assignor hereby grants to the Assignee, its successors and assigns, a security interest in, and subject to Sections 8 and 9 hereof, assigns and conveys to Assignee all of its respective right, title and interest of such Assignor in and to all patent applications, patents, federal and state trademark applications (except those applications filed on an intent-to-use basis), registered and common law trademarks and logos, servicemarks, tradenames, copyright registrations and copyrights now owned by each Assignor in the United States, including, without limitation, those listed on the **Patents, Trademarks and Copyrights Schedule** hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the foregoing relate (collectively, the "Patents, Trademarks and Copyrights"). This Agreement is made as collateral security for, and the security interest granted in the Patents, Trademarks and Copyrights secures all of the indebtedness and obligations described in **Schedule 1** attached to and made a part of this Agreement.

3. Each Assignor covenants and warrants that, except as set forth in the Exceptions Schedule:

A. to the best of such Assignor's knowledge, the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

B. to the best of such Assignor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

C. except for the Permitted Exceptions, each such Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Patents, Trademarks and Copyrights owned by each such Assignor, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by each Assignor not to sue third persons with respect to such Patents, Trademarks and Copyrights;

D. such Assignor has the corporate or limited liability company power and authority to enter into this Agreement and perform its terms;

E. no written claim has been made to any such Assignor or, to the knowledge of any such Assignor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the intellectual property rights of any third party; and

F. each such Assignor has used, and will continue to use for the duration of this Agreement, materially consistent standards of quality in its manufacture of products which use or display the Patents, Trademarks and Copyrights; and

G. each such Assignor in all material respects has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights.

4. Except as set forth in Section 6 hereof, each Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with any such Assignor's obligations under this Agreement, without the Assignee's prior written consent which shall not be unreasonably withheld.

5. If, before the Obligations shall have been satisfied in full, any Assignor shall own any new U.S. applications for any Patents, Trademarks or Copyrights each such Assignor shall diligently prosecute such applications. The provisions of this Agreement shall automatically apply to any such registration or patents which are issued to each such Assignor in connection with such new applications, and each such Assignor shall give to Assignee prompt notice thereof in writing. Assignors and Assignee agree to modify this Agreement by amending the Patents, Trademarks and Copyrights Schedule to include any such future patents, trademark registrations, or copyrights and

the provisions of this Agreement shall apply thereto. Any expenses incurred in connection with such an application shall be borne by Assignors.

6. No Assignor shall abandon any Patent, Trademark or Copyright without the consent of Assignee, which shall not be unreasonably withheld.

7. Each Assignor agrees not to assign or sell (except as set forth on **Permitted Assignments and Sales Schedule**) its interests in any of its Patents, Trademarks and Copyrights without the prior written consent of Assignee which shall not be unreasonably withheld. Unless there shall have occurred and be continuing an Event of Default, each Assignor shall have the right to grant any license under any of its Patents, Trademarks and Copyrights in the ordinary course of each such Assignor's business. Assignee reserves the right upon reasonable notice during normal business hours to inspect the operations and facilities of each Assignor from time to time for the purpose of ensuring that the use of such Assignor's Patents, Trademarks and Copyrights are consistent with Assignor's obligations under the Loan Agreement and hereunder; provided that such inspection is not disruptive of such Assignor's business.

8. If and during the period that the Obligations are declared due and payable pursuant to the Loan Agreement, Assignee shall have the right, in addition to all other rights and remedies given it by this Agreement, the Loan Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be registered to transfer or assign, in good faith and without negligence or willful misconduct, all or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which any such Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including reasonable fees and expenses for brokers and attorneys) relating to such sale or disposition, shall apply the remainder of such proceeds toward the payment of the Obligations as the Assignee, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to such Assignor and this Agreement shall terminate. Notwithstanding the foregoing, notice of any transfer or assignment or other disposition of the Patents, Trademarks and Copyrights shall be given to such Assignor at least thirty (30) days before the time that any intended public or private transfer or assignment or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Assignor hereby agrees shall be reasonable notice of such sale or other disposition, and during which period each Assignor will have the right to pay to Assignee the amount of Obligations due and payable plus any reasonable expenses incurred by Assignee in connection with any such proposed transfer, assignment or disposition, and upon such payment Assignee will release all interest in the Patents, Trademarks and Copyrights, and this Agreement will terminate. At any such transfer or assignment or other disposition, Assignee may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of any Assignor, which right is hereby waived and released.

9. Subject to Section 10 hereof, if any Event of Default shall have occurred and be continuing, each Assignor hereby authorizes and empowers Assignee to make, constitute and appoint any officer or agent of Assignee, as Assignee may select in its exclusive discretion, as such Assignor's true and lawful attorney-in-fact, with the power to endorse such Assignor's name on all applications, documents, papers and instruments necessary for Assignee to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for Assignee to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof other than acts or omissions which are grossly negligent or constitute willful misconduct. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

10. At such time as Assignors shall have indefeasibly paid in full all of the Obligations and any commitments under the Loan Agreement shall have terminated, this Agreement shall terminate and Assignee shall execute and deliver to Assignors all deeds, assignments and other instruments as may be necessary or proper as reasonably requested by each Assignor to release the security interest created hereby and to reassign to Assignors any and all rights granted to the Assignee in and to the Patents, Trademarks and Copyrights, pursuant to this Agreement.

11. Assignor shall preserve and maintain all rights in the Patents, Trademark and Copyrights, including without limitation the payment of all maintenance fees, renewal fees or taxes. Each Assignor may elect not to preserve or maintain its respective rights in certain Patents, Trademarks and Copyrights provided such election is with the prior consent of Assignee, which consent will not be unreasonably withheld.

12. All rights and powers to direct or control the maintenance or disposition of the Patents, Trademark and Copyrights as between the holders of the Obligations, both before and after an Event of a Default, and the application of proceeds upon such disposition, shall be subject to and governed by the Loan Agreement notwithstanding anything herein to the contrary.

13. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and reasonable expenses incurred by Assignee in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights (in the event that Assignors fail to discharge any duty pursuant to this Agreement or otherwise), or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by Assignors within thirty (30) days of demand by Assignee, and if not paid within such time, shall be added to the principal amount of

the Obligations and shall bear interest at the highest rate prescribed in the Loan Agreement or any of the Notes.

14. Each Assignor shall have the right, with the consent of Assignee, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Assignee shall cooperate with such Assignor, at such Assignor's reasonable request and expense, in the prosecution or defense of any suit, action or proceeding with respect to the Patents, Trademarks and Copyrights. Assignors shall promptly, upon demand, reimburse and indemnify Assignee for all damages, costs and expenses, including reasonable legal fees, incurred by Assignee at the request of any Assignor as a result of such suit.

15. No course of dealing between any Assignor and Assignee, nor any failure to exercise nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Assignee's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

18. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

20. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Kentucky without regard to its conflicts of law principles.

21. **Subject to the next paragraph of this Agreement, each Assignor hereby consents to the jurisdiction of any state or federal court located within the County of Jefferson, Commonwealth of Kentucky, and irrevocably agrees that, subject to the Lender's sole and absolute election, any case or proceeding relating to Title XI of the United States Code and any actions relating to the Obligations secured hereby shall be litigated in such courts, and each**

of the Assignors waives any objection any such Assignor may have based on improper venue or forum non conveniens to the conduct of any proceeding in any such court. Nothing contained in this Section shall affect the right of the Assignee to bring any action or proceeding against any of the Borrowers or the property of any Assignor in the courts of any other jurisdiction.

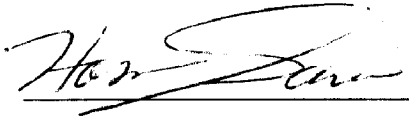
22. **Arbitration.** Assignee and each Assignor agree that upon the written demand of either party, whether made before or after the institution of any legal proceedings, but prior to the rendering of any judgment in that proceeding, all disputes, claims and controversies between them, whether individual, joint, or class in nature, arising from this Agreement, any Loan Document or otherwise, including without limitation contract disputes and tort claims, shall be resolved by binding arbitration pursuant to the Commercial Rules of the American Arbitration Association ("AAA"). Any arbitration proceeding held pursuant to this arbitration provision shall be conducted in the city nearest the address for the Assignors set forth in this Agreement, having an AAA regional office, or any other place selected by mutual agreement of the parties. No act to take or dispose of any collateral shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This arbitration provision shall not limit the right of either party during any dispute, claim or controversy to seek, use and employ ancillary, or preliminary rights and/or remedies, judicial or otherwise, for the purpose of realizing upon, preserving, protecting, foreclosing upon or proceeding under forcible entry and detainer for possession of, any real or personal property, and any such action shall not be deemed an election for remedies. Such remedies include, without limitation, obtaining injunctive relief or a temporary restraining order, invoking a power of sale under any deed of trust or mortgage, obtaining a writ of attachment or imposition of a receivership, or exercising any rights relating to personal property, including exercising the right of set-off, or taking or disposing of such property with or without judicial process pursuant to the Uniform Commercial Code. Any disputes, claims or controversies concerning the lawfulness or reasonableness of an act, or exercise of any right or remedy concerning any collateral, including any claim to rescind, reform, or otherwise modify any agreement relating to the collateral, shall also be arbitrated; provided, however that no arbitrator shall have the right or the power to enjoin or restrain any act of either party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. The statute of limitations, estoppel, waiver, laches and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of any action for these purposes. The Federal Arbitration Act (Title 9 of the United States Code) shall apply to the construction, interpretation, and enforcement of this arbitration provision.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

"Assignors"

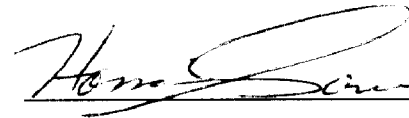
**ADVANCED CHEMTECH, INC.**, a Kentucky corporation

By 

Name HOSSAIN SANEER

Title PRESIDENT

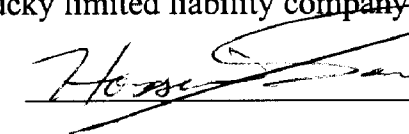
**HELIOS PHARMACEUTICALS, INC.**, a Delaware corporation

By 

Name HOSSAIN SANEER

Title PRESIDENT

**SANEER DEVELOPMENT COMPANY LLC**, a Kentucky limited liability company

By 

Name HOSSAIN SANEER

Title MANAGER



**Patents, Trademarks, and Copyrights Schedule**  
**to**  
**Patent, Trademark and Copyright Security Agreement**

(List of Patents, Trademarks and Copyrights)

1. Appratus for Automated Synthesis of Chemical Compounds - Patent Registration No. 5746982
2. Solid Phase Peptide Synthesizer - Patent Registration No. 4746490
3. Patent Application No. 08-609968

**Exceptions Schedule  
to  
Patent, Trademark and Copyright Security Agreement**

(List of Liens, Charges, and Encumbrances Other Than Permitted Exceptions)

None.

**Permitted Assignments and Sales Schedule  
to  
Patent, Trademark and Copyright Security Agreement**

(Permitted Sales)

None.

**SCHEDULE 1**

to

**Patent, Trademark and Copyright Security Agreement ("Agreement")  
among Advanced ChemTech, Inc.,  
Helios Pharmaceuticals, Inc.,  
Saneii Development Company LLC,  
and Bank One, Kentucky, NA  
(Description of Obligations)**

The "Obligations" referred to in the foregoing Agreement are as follows:

A. All principal heretofore or hereafter advanced pursuant to, and interest (including any interest due after default and late charges) now or hereafter due under each of the following promissory notes, including any renewals and extensions and amendments of any of them or substitutions or replacements for any of them (referred to collectively hereinafter as the "Notes"):

[i] Promissory Note (Revolving Credit Note) dated as of July 2, 1999, made by [i] **ADVANCED CHEMTECH, INC.**, a Kentucky corporation, [ii] **HELIOS PHARMACEUTICALS, INC.**, a Kentucky corporation, and [iii] **SANEII DEVELOPMENT COMPANY LLC**, a Kentucky limited liability company, (hereinafter referred to, individually as a "Borrower" and collectively as the "Borrowers"), to the order of BANK ONE, KENTUCKY, NA, a national banking association ("Lender"), in face principal amount of \$8,500,000 and maturing on July 2, 2001 (the "Revolving Credit Note").

[ii] Promissory Note (Term Loan Note) dated as of July 2, 1999, made by Borrowers to the order of Lender in face principal amount of \$2,800,000.00 and maturing on June 30, 2004 (the "Term Loan Note").

B. The payment of all sums (including but not limited to loan fees, prepayment premiums and fees and other fees) due under, and the performance of all covenants, conditions and other obligations (after any applicable requirement for notice and opportunity to cure, in each case) due under or in connection with any applicable loan agreement pertaining to each of the Notes, and any and all security agreements, mortgages, deeds of trust, guaranties, pledge agreements, assignments, subordination agreements, and any other documents or instruments heretofore, contemporaneously herewith or hereafter entered into by any Borrower or any other person or entity with or for the benefit of Lender to secure or guarantee the payment of the indebtedness evidenced by any of the Notes, or otherwise entered into in connection with any of the Notes, including any amendments of whatsoever nature of any of the foregoing (the Notes and such loan agreements, security agreements, mortgages, deeds of trust, guaranties, pledge agreements, assignments, subordination agreements, and other documents and instruments, including any amendments of whatsoever nature to any of them, securing, guaranteeing or

otherwise entered into in connection with any of the Notes are referred to herein and in the Agreement as the "Loan Documents").

C. The full and timely payment of all amounts now or hereafter due and payable by the Borrowers, in connection with that certain ISDA Master Agreement dated as of July 2, 1999, among the Borrowers and the Lender (the "Master Agreement"), with respect to any and all Transactions (as that term is defined in the Master Agreement) entered into by any of the Borrowers pursuant to the Master Agreement, whether such amounts are due and payable on the date(s) scheduled therefor, on the occurrence of an Early Termination Date (as defined in the Master Agreement), or otherwise.

D. All expenses, costs and charges, of any nature whatsoever, including, without limitation, taxes, assessments, insurance premiums, repairs, rent, storage costs, expenses of collection and sale, and reasonable attorneys' fees, incurred by or for the account of Lender in preserving collateral for the Obligations and/or enforcing or seeking to enforce any of the rights and remedies of Lender under the Notes or any of the other Loan Documents.

E. Any overdrafts at any time occurring on any and all checking and all other accounts at any time maintained by any Borrower with the Lender.

F. The payment, performance and discharge of any and all obligations and liabilities of each Borrower, whether direct or indirect, absolute or contingent, due or not due, now existing or hereafter arising, in conjunction with any issuance heretofore, now or hereafter by Lender of any letters of credit for the account, in whole or in part, of any Borrower, including but not limited to the letters of credit described on Schedule 1-A attached to and made a part of this Schedule 1 (collectively, and together with any extensions, renewals, amendments, substitutions or replacements for any of them the "Letters of Credit") including but not limited to the obligations of each Borrower contained in that certain Reimbursement Agreement dated as of July 2, 1999, by and among the Borrowers and the Lender (the "Reimbursement Agreement") and any and all other applications for the Letters of Credit (collectively, the "Applications") executed and delivered as a condition to issuance of any of the Letters of Credit, and to pay on demand all drafts drawn under the respective Letters of Credit, and to reimburse Lender on demand of Lender for any amounts advanced by Lender, at the option and in the exercise of the sole and absolute discretion of Lender, to satisfy such drafts, and to indemnify Lender from all loss or liability incurred by Lender in connection with the issuance of each of the respective Letters of Credit; and the payment of all fees and all other sums due under, and the performance of all covenants, conditions and other obligations due under or in connection with, as applicable, the Reimbursement Agreement and the Applications, and any security agreements, mortgages, deeds of trust, guaranties, pledge agreements, assignments, subordination agreements, and any other documents or instruments heretofore, contemporaneously herewith or hereafter entered into by any Borrower or any other person or entity, with or for the benefit of Lender to evidence, secure or guarantee payment of any of the Letters of Credit, or otherwise entered into in connection with any of the Letters of Credit (such security agreements, mortgages, deeds of trust,

guaranties, pledge agreements, assignments, subordination agreements, and other documents and instruments evidencing, securing, guaranteeing or otherwise entered into in connection with any of the Letters of Credit are referred to collectively as the "Letter of Credit Documents") (for purposes of this Schedule 1 and the Agreement, the Letter of Credit Documents are also part of the Loan Documents).

G. All other indebtedness, liabilities and obligations of each Borrower to Lender of whatever nature, whether now in existence or hereafter created, arising or acquired, whether created directly or acquired by Lender by assignment or otherwise, whether joint or several, whether of the same or different class or type as the indebtedness evidenced by any of the Notes, and whether or not the creation of same was reasonably foreseeable or would be naturally contemplated by Lender, or any Borrower, guarantor of or pledgor of collateral for any of the Obligations on or after the date of this Agreement, it being the intention that all of the same be part of the Obligations for all purposes of this Agreement.

**SCHEDULE 1-A**  
to Schedule 1  
to Patent, Trademark and Copyright Security Agreement  
(Description of Letters of Credit)

<u>Account Party</u>	<u>Letter of Credit Number</u>	<u>Letter of Credit Amount at Issuance</u>	<u>Date of Issuance</u>	<u>Beneficiary</u>
1. Borrowers	STI 13880	\$2,719,649.32	July 2, 1999	PNC Bank, National Association, as Paying Agent under the Trust Indenture dated as of April 1, 1996, between the County of Jefferson, Kentucky, and PNC Bank, National Association, as Trustee
2. Borrowers	Number to be issued July 6, 1999	\$332,306.58	To be issued on July 6, 1999	Kentucky Economic Development Finance Authority

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