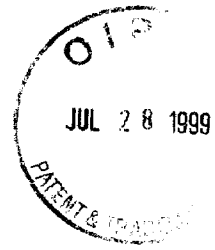


EXHIBIT "A"

UNITED STATES PATENTS

1. Patent Number 4,579,555 (see Exhibit A-1)
2. Patent Number 4,989,643 (see Exhibit A-2)

**MORTGAGE, ASSIGNMENT OF AND GRANT OF
SECURITY INTEREST IN PATENTS**



AGREEMENT made as of the 30th day of March, 1999 by and between CHASE-WALTON ELASTOMERS, INC., a corporation duly organized and existing under the laws of the State of Rhode Island and having a principal place of business at 29 Apsley Street, in Hudson, Massachusetts 01749 (herein "BORROWER") and BANKBOSTON, N.A. (the "BANK").

WITNESSETH the following agreement of the parties:

BORROWER does hereby assign, transfer, grant, convey and confirm unto BANK all of its United States Patents and all applications pending with respect thereto, and all goodwill associated therewith and all of BORROWER'S right, title and interest therein, and in the goodwill associated therewith, including those described on Exhibit "A" annexed hereto and made a part hereof, (all herein referred to as COLLATERAL), to have, use and to hold the COLLATERAL and all proceeds thereof unto BANK, its successors and assigns to its and their proper use and behoof forever and to exercise the same rights with respect thereto as the BORROWER holds.

Provided, nevertheless, that if BORROWER shall well and truly pay and perform in full, as determined by the BANK, all OBLIGATIONS of BORROWER to BANK hereby secured (as hereinafter provided) and all covenants and agreements of the BORROWER herein contained, then this conveyance shall thereafter be void and of no further effect and the interest hereby granted shall cease and determine.

The obligations of BORROWER to BANK hereby secured (herein called OBLIGATIONS) are: the payment and performance of all "Obligations", as that term is defined in a certain Revolving Credit Loan Agreement dated as of March 30, 1999, between BANK and BORROWER, as the same may hereafter from time to time be amended (the "Loan Agreement") and a certain One Million Five Hundred Thousand Dollar (\$1,500,000) Promissory Note dated March 30, 1999, made payable by BORROWER to the BANK, as the same may hereafter from time to time be amended, extended, supplemented or renewed (the "Note") (the Loan Agreement and the Note are collectively called the "Loan Documents").

BORROWER hereby warrants and represents to BANK:

- (a) That it is the sole owner of the entire right, title and interest in and to the COLLATERAL free and clear of all liens, security interests and encumbrances of every kind and nature.
- (b) That it has full power and authority to enter into this Agreement.

product coming within the scope of the COLLATERAL, except for (i) the implied right of a purchaser to use a product purchased from BORROWER; (ii) such rights as contained in a certain License and Supply Agreement between BORROWER and Ross Laboratories, a division of Abbott Laboratories, dated September 15, 1987; and (iii) such other licensing agreements as BORROWER may enter into with the advanced written approval of the BANK, such approval not to be unreasonably withheld.

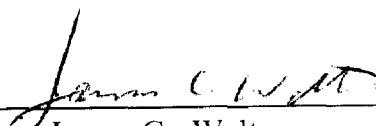
(d) That it will maintain all of said Patents in full force and effect, except as it is prevented from so doing by law or by judgment of any court of competent jurisdiction.

Upon the occurrence of an Event of Default (as said term is defined in the Loan Agreement), BANK shall have, in addition to all other rights provided herein, the rights and remedies of a secured party under the Uniform Commercial Code; and further, BANK may, after such notice as may be required under applicable law, at any time or times, sell and deliver any or all of the COLLATERAL at public or private sale, for cash, or upon such terms as BANK deems advisable, at its sole discretion. BORROWER will pay to BANK all costs and expenses incurred by BANK, including a reasonable allowance for attorneys' fees in connection with such sale, or in the prosecution or defense of any action or proceeding either against BANK or against BORROWER concerning any matter arising out of or connected with this Agreement. No delay by BANK in exercising the same will operate as a waiver; no waiver by BANK will be effective unless it is in writing and then only to the extent specifically stated. BANK'S rights and remedies under this Agreement will be cumulative and not exclusive of any other right or remedy which BANK may have. For the purpose hereof, notice of any intended sale or disposition in writing at least fifteen (15) days before the time of such sale or disposition, shall be deemed reasonable notice.

If BANK shall exercise its rights to sell any or all of such COLLATERAL, then BORROWER agrees to further assign and convey unto BANK or as BANK may direct all of its rights and claims that it may have for past infringement of any of the Patents or Patent rights constituting the COLLATERAL.

This Agreement shall be construed and enforced under the laws of the State of Rhode Island and shall take effect as an instrument under seal.

CHASE-WALTON ELASTOMERS, INC.

By: 
Name: James C. Walton
Title: President

STATE OF RHODE ISLAND

Providence County, ss

March 30, 1999

Then personally appeared James C. Walton, the President of CHASE-WALTON ELASTOMERS, INC., as aforesaid, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of CHASE-WALTON ELASOMERS, INC., before me.



Notary Public

My Commission Expires: 6/30/2001

PATRICK AUGUSTUS GUIDA
Rhode Island, Notary Public
My Commission Expires June 30, 2001

