Tab settings ⇒ ⇒ ↓ ↓ To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 1. Name of conveying party(ies): 2. Name and address of receiving party(ies) Name: Rheodyne, L.P. Creditanstalt Corporate Finance, Inc. Internal Address: Additional name(s) of conveying party(ies) attached? Yes ✔No 3. Nature of conveyance:	Form PTO-1595 RE (Rev. 03/01)			U.S. DEPARTMENT OF COMME U.S. Patent and Trademark
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thered. 1. Name of conveying party(ies): Creditanstalt Corporate Finance, Inc. Additional name(s) of conveying party(se) attached? Type PMo 3. Nature of conveying party(se) attached? Type PMo Street Address: Go Dames C. Naonan Other_Release of Security Agreement Lien Internal Address: Other_Release of Security Agreement Lien City_Rohnert Park_State: CA_Zip:_94428 Additional name(s) & address(es) attached? Type Yes 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:	OMB No. 0651-0027 (exp. 5/31/2002)	1021	51933	
1. Name of conveying party(ies): 2. Name and address of receiving party(ies) Name: Pheodyne, L.P. Additional name(s) of conveying party(ies) attached? Yes Additional name(s) of conveying party(ies) attached? Yes Assignment Merger Security Agreement Change of Name Other_Release of Security Agreement Lien City: Rohnert Park_State: CA_Zip: 94928 Additional name(s) & address(es) attached? Yes 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: Application No.(s) B Patent No.(s) 5.207,109 4.506,558 0x8660.872 (issued as Pat No. 5,803,117) B. Patent No.(s) 5.207,109 4.506,558 0x8660.872 (issued as Pat No. 5,803,117) B. Patent No.(s) 5.207,109 4.506,558 0x8660.872 (issued as Pat No. 5,803,117) B. Detain number of applications and patents involved Name: Dawn Marie Taylor, Bus Leg Asst. B. Total number of applications and patents involved Name: City: San Francisco State: CA Zip: 94111 Bo Nort USE THIS SPACE 9. Signature. Thomas A. Magnani, Esq. Signature Total number of apages including cover stheet. Informatin to: Convert sheet. Inform			Please record the attached o	
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Security Agreement Change of Name Other_Release of Security Agreement Lien City: Rohnert Park_State: CA_Zip: 94928 Additional name(s) & address(se) attached? Yes ✓ 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) B. Patent No.(s) 5.207,109 4,506,558 08660.872 (issued as Pat No. 5,803,117) A.792,396 4,242,909 4,182,184 Additional numbers attached? Yes ✓ No No 5. Name and address of party to whom correspondence concerning document should be mailed: 6. Total number of applications and patents involved Name: Dawn Marie Taylor, Bus Leg Asst. Internal Address: 240.00 Internal Address: Street Address: 3 Embarcadero Ctr., 7th FI. 8. Deposit account number: Street Address: 3 Embarcadero Ctr., 7th FI. 8. Deposit account number: Do NOT USE THIS SPACE 9. Signature. Signature. 719/02 Date Thomas A. Magnani, Esq. Mail@cument to be recorded with required cover sheet information to: Commesioner of Pages including cover sheet information to: Commesioner of Pages including cover sheet information to: Commesioner of Pagens, Bor Adsores at th	3. Nature of conveyance:			a and a second
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If this document is being filed together with a new application, the execution date of the application is: A. Patent Application No.(s) 00/600.072 (issued as Pat No. 5.803,117) Additional numbers attached? Yes No 5. Name and address of party to whom correspondence concerning document should be mailed: Name: Dawn Marie Taylor, Bus Leg Asst. Internal Address: C/O Howard, Rice Internal Address: C/O Howard, Rice Internal Address: Enclosed Street Address: Benbarcadero Ctr., 7th Fl. City: San Francisco State: CA_zip: _94111 DO NOT USE THIS SPACE 9. Signature. Thomas A. Magnani, Esq. Name of Person Signing Signature. Total number of pages including cover sheet, attachments, and documents: 2 5T0K11 0000134 06560872 Mail documents to be recorded with regular cover sheet information to: Cover sheet information to: C. 20201	Execution Date:		Additional name(s) & ad	ddress(es) attached? Yes 🖌
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To the Honorable Commissioner of Pater 10071.	
1. Name of conveying party(ies):	 Name and address of receiving party(ies) Creditanstalt Corporate Finance, Inc.
Rheodyne, L.P.	Name:
	Internal Address:
Additional name(s) of conveying party(ies) attached? 🔾 Yea 🗆 No	Za
3. Nature of conveyance:	
O Assignment D Merger	Street Address: Two Greenwich Plaza
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X Security Agreement C Change of Name	City: Greenwich State:ZIP:
U Other	
Execution Date: February 18, 1998	
Application number(s) or patent number(s):	
If this document is being filed together with a new application	n, the execution date of the application is:
A. Patent Application No.(s)	B. Patent No.(s)
	4,506,558 5,207,109 4,242,909
08/660,872 5,803,117	4,792,396 4,182,184
Additional numbers at	nached? 🗅 Yes 🖞 No
 Name and address of party to whom correspondence concerning document should be mailed: 	6. Total number of applications and patents involved: 6
Cydney A. Tune Name: <u>Pillsbury Madison & Sutro LLP</u>	7. Total fee (37 CFR 3.41)
Internal Adoress:	b Enclosed
	 Authorized to be charged to deposit account
Street Address: 1100 New York Avenue, N.W.	B Deposit account number:
	03-3975, Order No. 16075-233-0010/CAT/RL
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City: Washington State: D.C. ZIP:	(Atlach duplicate copy of this page if paying by deposit eccount)
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TK ASSOCIATES

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT ("this Agreement") entered into as of February 12, 1998 by and among RHEODYNE, L.P., a California limited partnership with a business address of 6815 Redwood Dr., Cotati, California (together with its successors and assigns, the "Grantor"), THE FINANCIAL INSTITUTIONS PARTY HERETO (collectively, the "Banks"), and CREDITANSTALT CORPORATE FINANCE, INC., a Delaware corporation, with a business address of Two Greenwich Plaza, Greenwich, CT 06830-6832, as Agent for the Banks (the "Agent," and, together with the Banks, collectively the "Grantee").

RECITALS

A. Grantor owns the patents listed on Schedule 1 annexed hereto and the trademarks and trademark registrations listed on Schedule 2 annexed hereto.

B. Grantor and Grantee are parties to a Credit Agreement and a Collateral and Security Agreement, both of even date herewith (such agreements, as each may be amended, supplemented or otherwise modified and in effect from time to time in accordance with their terms, being collectively referred to herein as the "Credit Agreement"), providing for extensions of credit to be made to Grantor by the Banks under and as defined in the Credit Agreement. Capitalized terms used herein without definition have the meanings ascribed to them in the Credit Agreement (<u>i.e.</u>, in either the Credit Agreement or the Collateral and Security Agreement).

Pursuant to the terms of the Credit Agreement, Ċ. Grantor has granted to Grantee a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark registrations, trademark applications and trademark licenses, and all products and proceeds thereof, to secure Grantor's performance and discharge of the Secured Obligations. The Credit Agreement requires, as a condition to the Grantee's obligations to extend credit thereunder, the execution and delivery of this Agreement in order to further secure Grantor's performance and discharge of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

-1-

PATENT REEL: 9168 FRAME: 0407

PATENT REEL!*0*3056²FRAME?*03395⁷²⁰

<u>AGREEMENT</u>

1. Grant of Security Interest. In order to secure the due and punctual payment and performance of each and all of the Secured Obligations, Grantor does hereby grant, transfer, convey and assign to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent/Trademark Collateral"), whether presently existing or hereafter created or acquired:

a. each patent, including, without limitation, each patent referred to in Schedule 1 annexed hereto (the "Patents"), together with any reissues, continuations or extensions thereof;

b. all products and proceeds of the foregoing, including, without limitation, all license royalties and any claim by Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 1 annexed hereto;

c. each trademark and trademark registration, including, without limitation, each trademark and trademark registration referred to in Schedule 2 annexed hereto (the "Trademarks"), together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark and trademark registration;

d. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademarks and trademark registrations referred to in Schedule 2 annexed hereto, or (b) injury to the goodwill associated with any trademark or trademark registration; and

e. all Accounts, Inventory, Equipment, Intellectual Property, Sales Proceeds, general intangibles and other Collateral related to the foregoing.

-2-

PATENT REEL: 9168 FRAME: 0408

TK ASSOCIATES

2. <u>Representations, Warranties and Agreements</u>. Grantor represents and warrants that:

a. the Patents and the Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

b. no written claim (and, to the best of Grantor's knowledge, no oral claim) has been made that the use of any of the Patents or Trademarks does or may violate the rights of any third person;

c. Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents and each of the Trademarks, free and clear of any pledges, assignments, licenses, registered user agreements and covenants by assignor not to sue third persons;

d. Grantor has the unqualified right to enter into this Agreement and perform its terms; and

e. All of Grantor's patents are listed on Schedule 1 annexed hereto, and all of Grantor's registered trademarks are listed on Schedule 2 annexed hereto.

3. Future Rights. If, before the Secured Obligations shall have been satisfied in full, Grantor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations or applications, or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any patent or any improvement on any patent, the provisions of this Agreement shall automatically apply thereto and Grantor shall give to the Agent prompt written notice thereof. Grantor hereby authorizes the Agent, with prompt notice thereof to the Grantor, to modify this Agreement by amending Schedule 1 and/or 2, as applicable, to include any future patents, patent applications, trademarks, trademark applications, or trademark registrations, which constitute Patent/Trademark Collateral under this Agreement.

4. <u>No Inconsistent Agreement</u>. So long as any of the Secured Obligations remains outstanding, Grantor shall not enter into any agreement (for example, a license agreement) that is inconsistent with Grantor's obligations under this Agreement; <u>provided</u>, <u>however</u>, that Grantor may grant licenses of the Patents and Trademarks and of any future Patent/Trademark Collateral for limited purposes in the course of Grantor's normal business activities which do

-3-

PATENT REEL: 9168 FRAME: 0409

> TPE0STPE02PATENT 2002/20/20 REEL: 013056 FRAME: 0397

not, taken together with the value of the consideration receive therefor, materially impair the value of the Patent/Trademark Collateral.

5. Right to Sue. Unless and until an Event of Default shall have occurred and be continuing, Grantor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect any Patent/Trademark Collateral.

Appointment. If an Event of Default shall have 6. occurred and be continuing, Grantor hereby authorized and empower the Agent to make, constitute and appoint any officer or agent of the Agent as the Agent may select, in its discretion, as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, documents, papers and instruments necessary for the Agent to use the Patent/Trademark Collateral, or necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose of all or part of the Patent/Trademark Collateral to anyone else. Such power of attorney shall be coupled with an interest and irrevocable for the life of this Agreement.

7. Cumulative Rights and Remedies. The security interest under this Agreement is granted in conjunction with the security interests granted to Grantee pursuant to the Credit Agreement and is subject to the provisions thereof. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Patent/Trademark Collateral are and shall be, to the full extent permitted by law, as set forth in the Credit Agreement and the other Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. All of the Agent's and Grantee's rights and remedies with respect to the Patent/Trademark Collateral, whether established hereunder or by the Credit Agreement or by any other Loan Documents or by law shall be cumulative and may be exercised singularly or concurrently.

Incorporation of Express Miscellaneous 8.

Provisions From Collateral and Security Agreement. In addition to the foregoing general incorporation by reference of all applicable provisions of the Credit Agreement and the other Loan Documents, Grantor hereby expressly incorporates each and all of the "Miscellaneous" provisions of Article 8 of the Collateral and Security Agreement, but made applicable to this Agreement by substituting the word "Grantor" for "Debtor", "Grantee" for "Secured Parties", and "this Agreement" for "this Collateral Agreement." For all ot For all other purposes of Paragraphs 7 and 8 hereof, all references in the Credit Agreement to "Debtor", "Secured Parties" and any title

-4-

PATENT REEL: 9168 FRAME: 0410

TK ASSOCIATES

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CREDITANSTALT CORPORAT	E
FINANCE, INC.,	
as a Bank	

By: ______ Dulges Its: Senior Vice President

CREDITANSTALP CORPORATE
FINANCE, INC., as Agent
FINANCE INC., as Agent By: Mun PATENT
REEL: 013056 FRAME: 0398

PAGE 15

Schedule 1 to Patent and Trademark Security Agreement

PATENTS

U.S. Patent No.	Date Issued
5,207,109	May 4, 1993
4,792,396	Dec. 20, 1988
4,506,558	Mar. 26, 1985
4,242,909	Jan. 6, 1981
4,182,184	Jan. 8, 1980
Pending Application No.	Date Filed
Serial No. 08/660,872	June 10, 1996

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PATENT REEL: 9168 FRAME: 0406

PATENT REEL:013056 FRAME:0399⁷²⁰

TK ASSOCIATES

PATENTS

U.S. Patent No.	Date Issued
5,207,109	May 4, 1993
4,792,396	Dec. 20, 1988
4,506,558	Mar. 26, 1985
4,242,909	Jan. 6, 1981
4,182,184	Jan. 8, 198 0
Pending Application No.	Date Filed

Serial No. 08/660,872

June 10, 1996

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PATENT REEL: 9168 FRAME: 0406

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT ("this Agreement") entered into as of February 12, 1998 by and among RHEODYNE, L.P., a California limited partnership with a business address of 6815 Redwood Dr., Cotati, California (together with its successors and assigns, the "Grantor"), THE FINANCIAL INSTITUTIONS PARTY HERETO (collectively, the "Banks"), and CREDITANSTALT CORPORATE FINANCE, INC., a Delaware corporation, with a business address of Two Greenwich Plaza, Greenwich, CT 06830-6832, as Agent for the Banks (the "Agent," and, together with the Banks, collectively the "Grantee").

RECITALS

A. Grantor owns the patents listed on Schedule 1 annexed hereto and the trademarks and trademark registrations listed on Schedule 2 annexed hereto.

B. Grantor and Grantee are parties to a Credit Agreement and a Collateral and Security Agreement, both of even date herewith (such agreements, as each may be amended, supplemented or otherwise modified and in effect from time to time in accordance with their terms, being collectively referred to herein as the "Credit Agreement"), providing for extensions of credit to be made to Grantor by the Banks under and as defined in the Credit Agreement. Capitalized terms used herein without definition have the meanings ascribed to them in the Credit Agreement (<u>i.e.</u>, in either the Credit Agreement or the Collateral and Security Agreement).

C. Pursuant to the terms of the Credit Agreement, Grantor has granted to Grantee a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark registrations, trademark applications and trademark licenses, and all products and proceeds thereof, to secure Grantor's performance and discharge of the Secured Obligations. The Credit Agreement requires, as a condition to the Grantee's obligations to extend credit thereunder, the execution and delivery of this Agreement in order to further secure Grantor's performance and discharge of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

-1-

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AGREEMENT

1. <u>Grant of Security Interest</u>. In order to secure the due and punctual payment and performance of each and all of the Secured Obligations, Grantor does hereby grant, transfer, convey and assign to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent/Trademark Collateral"), whether presently existing or hereafter created or acquired:

a. each patent, including, without limitation, each patent referred to in Schedule 1 annexed hereto (the "Patents"), together with any reissues, continuations or extensions thereof;

b. all products and proceeds of the foregoing, including, without limitation, all license royalties and any claim by Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 1 annexed hereto;

c. each trademark and trademark registration, including, without limitation, each trademark and trademark registration referred to in Schedule 2 annexed hereto (the "Trademarks"), together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark and trademark registration;

d. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademarks and trademark registrations referred to in Schedule 2 annexed hereto, or (b) injury to the goodwill associated with any trademark or trademark registration; and

e. all Accounts, Inventory, Equipment, Intellectual Property, Sales Proceeds, general intangibles and other Collateral related to the foregoing.

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PATENT REEL: 9168 FRAME: 0408 2. <u>Representations, Warranties and Agreements</u>. Grantor represents and warrants that:

a. the Patents and the Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

b. no written claim (and, to the best of Grantor's knowledge, no oral claim) has been made that the use of any of the Patents or Trademarks does or may violate the rights of any third person;

c. Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents and each of the Trademarks, free and clear of any pledges, assignments, licenses, registered user agreements and covenants by assignor not to sue third persons;

d. Grantor has the unqualified right to enter into this Agreement and perform its terms; and

e. All of Grantor's patents are listed on Schedule 1 annexed hereto, and all of Grantor's registered trademarks are listed on Schedule 2 annexed hereto.

3. Future Rights. If, before the Secured Obligations shall have been satisfied in full, Grantor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations or applications, or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any patent or any improvement on any patent, the provisions of this Agreement shall automatically apply thereto and Grantor shall give to the Agent prompt written notice thereof. Grantor hereby authorizes the Agent, with prompt notice thereof to the Grantor, to modify this Agreement by amending Schedule 1 and/or 2, as applicable, to include any future patents, patent applications, trademarks, trademark applications, or trademark registrations, which constitute Patent/Trademark Collateral under this Agreement.

4. <u>No Inconsistent Agreement</u>. So long as any of the Secured Obligations remains outstanding, Grantor shall not enter into any agreement (for example, a license agreement) that is inconsistent with Grantor's obligations under this Agreement; <u>provided</u>, <u>however</u>, that Grantor may grant licenses of the Patents and Trademarks and of any future Patent/Trademark Collateral for limited purposes in the course of Grantor's normal business activities which do

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not, taken together with the value of the consideration receive therefor, materially impair the value of the Patent/Trademark Collateral.

5. <u>Right to Sue</u>. Unless and until an Event of Default shall have occurred and be continuing, Grantor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect any Patent/Trademark Collateral.

6. <u>Appointment</u>. If an Event of Default shall have occurred and be continuing, Grantor hereby authorized and empower the Agent to make, constitute and appoint any officer or agent of the Agent as the Agent may select, in its discretion, as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, documents, papers and instruments necessary for the Agent to use the Patent/Trademark Collateral, or necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose of all or part of the Patent/Trademark Collateral to anyone else. Such power of attorney shall be coupled with an interest and irrevocable for the life of this Agreement.

Cumulative Rights and Remedies. The security 7. interest under this Agreement is granted in conjunction with the security interests granted to Grantee pursuant to the Credit Agreement and is subject to the provisions thereof. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Patent/Trademark Collateral are and shall be, to the full extent permitted by law, as set forth in the Credit Agreement and the other Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. All of the Agent's and Grantee's rights and remedies with respect to the Patent/Trademark Collateral, whether established hereunder or by the Credit Agreement or by any other Loan Documents or by law shall be cumulative and may be exercised singularly or concurrently.

8. Incorporation of Express Miscellaneous <u>Provisions From Collateral and Security Agreement</u>. In addition to the foregoing general incorporation by reference of all applicable provisions of the Credit Agreement and the other Loan Documents, Grantor hereby expressly incorporates each and all of the "Miscellaneous" provisions of Article 8 of the Collateral and Security Agreement, but made applicable to this Agreement by substituting the word "Grantor" for "Debtor", "Grantee" for "Secured Parties", and "this Agreement" for "this Collateral Agreement." For all other purposes of Paragraphs 7 and 8 hereof, all references in the Credit Agreement to "Debtor", "Secured Parties" and any title

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of any Loan Document shall be deemed references, respectively, to "Grantor", "Grantee" and "this Agreement" where the context requires.

This Agreement has been executed and delivered in, and shall be governed by and constructed in accordance with the laws of, the State of California.

IN WITNESS WHEREOF, Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized signatory as of the Aday of February, 1998.

RHEODYNE, L.P.

By Pivot Point Investors I, L.P., Its General Partner

By Pivot Point Capital Investors I, Inc., Its General Partner By:

James C. Noonan President

CREDITANSTALT CORPORATE	
FINANCE, INC.,	
as a Bank	
By: And Butyrs	
Its: Senior Vice President	
Its: Senior vice record	

CREDITANSTALT CORPORATE FINANCE gent By: Its: VICE PRESIDENT

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RECORDED: 05/13/1998

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at "RECORDED: 07/11/2002