

02-07-2003



Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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): 2-6-03 Bank of America successor to NationsCredit Commercial Corporation 71

2. Name and address of receiving party(ies) Name: Glendale Architectural Wood Products, Inc. Internal Address:

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

3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other

Street Address: 71-02 80th Street

City: Glendale State: NY Zip: 11385

Execution Date: 01/29/2002

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

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) SEE EXHIBIT A - 36 PATENTS

Additional numbers attached? Yes No

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

Name: Robert S. Smith

Internal Address:

Street Address: 1131-0 Tolland Turnpike,

Suite 306

City: Manchester State: CT Zip: 06040

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$ 1440.00

[X] Enclosed

[] Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Clem Alcamo Name of Person Signing

[Signature] 10/15/2002 Date

Total number of pages including cover sheet, attachments, and documents: 15

02/07/2003 ECOOPER 00000074 D378788

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

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1440.00 DP

PATENT REEL: 013718 FRAME: 0802

EXHIBIT A

	PAT. NO.	Title
1	<u>D378,788</u>	<u>Seat</u>
2	<u>D371,700</u>	<u>Table</u>
3	<u>D370,799</u>	<u>Cabinet</u>
4	<u>D370,798</u>	<u>Cabinet</u>
5	<u>D359,176</u>	<u>Arm chair</u>
6	<u>D355,084</u>	<u>Cabinet</u>
7	<u>D344,643</u>	<u>Bed frame</u>
8	<u>D338,578</u>	<u>Table</u>
9	<u>D338,565</u>	<u>Chair</u>
10	<u>D338,353</u>	<u>Cabinet</u>
11	<u>D338,346</u>	<u>Chair</u>
12	<u>D337,896</u>	<u>Chair</u>
13	<u>D337,440</u>	<u>Ottoman</u>
14	<u>D336,165</u>	<u>Chair</u>
15	<u>D327,184</u>	<u>Desk</u>
16	<u>D325,831</u>	<u>Cabinet</u>
17	<u>D323,438</u>	<u>Coffee table</u>
18	<u>D322,371</u>	<u>Dining table</u>
19	<u>D322,000</u>	<u>Side table</u>
20	<u>D314,297</u>	<u>Table</u>
21	<u>D312,540</u>	<u>Table</u>
22	<u>D303,464</u>	<u>Desk</u>
23	<u>D303,052</u>	<u>Table</u>
24	<u>D302,913</u>	<u>End table</u>
25	<u>D301,419</u>	<u>Cabinet</u>
26	<u>D301,413</u>	<u>Combined storage cabinet and display unit</u>
27	<u>D296,057</u>	<u>Table</u>
28	<u>D293,864</u>	<u>Cabinet</u>
29	<u>D289,710</u>	<u>Sofa</u>
30	<u>D289,476</u>	<u>Table</u>
31	<u>D288,873</u>	<u>Chair</u>
32	<u>D287,672</u>	<u>Chair</u>
33	<u>D287,445</u>	<u>Table</u>
34	<u>D275,157</u>	<u>Table</u>
35	<u>D273,740</u>	<u>Wall table</u>
36	<u>D273,737</u>	<u>Table</u>

PATENT COLLATERAL ASSIGNMENT

This Agreement is made on the 24th day of March, 1998 between THE PACR COLLECTION, Inc., a New York corporation having a mailing address at 11-11 34th Avenue, Long Island City, New York 11106 ("Assignor") and NATIONSCREDIT COMMERCIAL CORPORATION, THROUGH ITS NATIONSCREDIT COMMERCIAL FUNDING DIVISION having a mailing address at 222 North LaSalle Street, Suite 500, Chicago, Illinois 60601 ("Lender").

Assignor has executed and delivered to the Lender a certain Loan Agreement dated March 24, 1998 between Assignor and the Lender (as amended from time to time, the "Loan Agreement"). In order to induce the Lender to execute and deliver the Loan Agreement, Assignor has agreed to assign to Lender certain patent rights.

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with Lender as follows:

1. To secure the complete and timely satisfaction of all Liabilities (as defined in the Loan Agreement), Assignor hereby grants, assigns and conveys to Lender the entire right, title and interest in and to the patent applications and patents listed in Schedule A hereto, including without limitation 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 (collectively called the "Patents").

2. Assignor covenants and warrants that:

- (a) The Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
- (b) To the best of Assignor's knowledge, each of the Patents is valid and enforceable and Assignor has notified Lender in writing of all prior art (including public uses and sales) of which it is aware;
- (c) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by Assignor not to sue third persons; and
- (d) Assignor has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained.

Except as specifically set forth above, Assignor does not warrant that the Patents might not be declared invalid if challenged in court.

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3. Assignor agrees that, until all of the Liabilities shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, without Lender's prior written consent.

4. If, before the Liabilities shall have been satisfied in full, Assignor shall obtain rights to any new patentable inventions, or become entitled to the benefit of any patent application or patent for any reissue, divisions, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of paragraph 1, shall automatically apply thereto and Assignor shall give to Lender prompt notice thereof in writing hereof.

5. Assignor authorizes Lender to modify this Agreement by amending Schedule A to include any future patents and patent applications which are Patents under paragraph 1 or paragraph 4 hereof.

6. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Loan Agreement), Lender hereby grants to Assignor the exclusive, nontransferable right and license under the Patents to make, have made for it, use and sell the inventions disclosed and claimed in the Patents for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this paragraph 6, without prior written consent of Lender.

7. If any Event of Default shall have occurred and be continuing, Assignor's license under the Patents as set forth in paragraph 6, shall terminate forthwith, and the Lender shall have, in addition to all other rights and remedies given it by this 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 may be located and, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Chicago, Illinois, or elsewhere, the whole or from time to time any part of the Patents, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Liabilities. Any remainder of the proceeds after payment in full of the Liabilities shall be paid over to the Assignor. Notice of any sale or other disposition of the Patents shall be given to Assignor at least five (5) days before the time of any intended public or private sale or other disposition of the Patents is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any Note or Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Patents sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

8. If any Event of Default shall have occurred and be continuing, Assignor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender, as Lender may select in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary

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for Lender to use the Patents, or to grant or issue any exclusive or nonexclusive license under the Patents to any third person, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Patents to any third person. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

9. At such time as Assignor shall completely satisfy all of the Liabilities, this Agreement shall terminate and Lender shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, subject to any disposition thereof which may have been made by Lender pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and legal expenses incurred by Lender 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, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Patents, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, shall be borne and paid by Assignor on demand by Lender and until so paid shall be added to the principal amount of the Liabilities and shall bear interest at the highest rate prescribed in the Loan Agreement.

11. Assignor shall have the duty, through counsel acceptable to Lender, to prosecute diligently any patent applications of the Patents pending as of the date of this Agreement or thereafter until the Liabilities shall have been paid in full, to make application on unpatented but patentable inventions and to preserve and maintain all rights in patent applications and patents of the Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by Assignor. The Assignor shall not abandon any right to file a patent application, or any pending patent application or patent without the consent of the Lender, which consent shall not be unreasonably withheld.

12. Assignor shall have the right, with the consent of Lender, which shall not be unreasonably withheld, to bring suit to its own name, and to join Lender, if necessary, as a party to such suit so long as Lender is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents and any licenses thereunder. Assignor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including legal fees, incurred by Lender pursuant to this paragraph 12.

13. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof, 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.

14. All of the Lender's rights and remedies with respect to the Patents, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may

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be exercised singularly or concurrently.

15. 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.

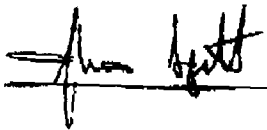
16. This Agreement is subject to modification only by writing signed by the parties, except as provided in paragraph 5.

17. 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.


18. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Illinois.

WITNESS the execution hereof under seal as of the day and year first above written.

ATTEST



THE PACE COLLECTION, INC.

By 

Arthur Rosen
Its President

NATIONSCREDIT COMMERCIAL
CORPORATION, THROUGH ITS
NATIONSCREDIT COMMERCIAL FUNDING
DIVISION

By 

Its Authorized Signatory

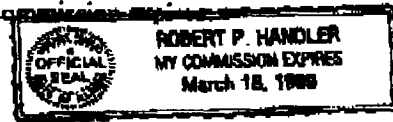
COMMERCE DOCS 155_DOC001951

STATE OF ILLINOIS)
) : ss
COUNTY OF COOK)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 24th day of March, 1998, personally appeared Arthur Rosen to me known personally, and who, being by my duly sworn, deposes and says that he is the President of THE FACE COLLECTION, INC., and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said he acknowledged said instrument to be the free act and deed of said corporation.

Robert P. Handler
Notary Public

My commission expires



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Schedule A to a Patent Collateral Assignment dated March 24, 1998, between THE PACE COLLECTION, INC. and NATIONS CREDIT COMMERCIAL CORPORATION, THROUGH ITS NATIONS CREDIT COMMERCIAL FUNDING DIVISION.

Serial No., Application No. or Patent No.	Country	Issue or Filing Date	Expiration Date	Title
Serial No. 06/630794 Patent No. D289710	U.S.	Filing Date 9/14/84 Issued Date 5/12/87	5/12/2004	Sofa
Serial No. 06/630796 Patent No. D289476	U.S.	Filing Date 9/14/84 Issued Date 4/28/87	9/14/2004	Table
Serial No. 06/630795 Patent No. D287672	U.S.	Filing Date 9/14/84 Issued Date 1/13/87	1/13/2004	Chair
Serial No. 06/621506 Patent No. D288873	U.S.	Filing Date 6/18/84 Issued Date 3/24/87	3/24/2004	Chair
Serial No. 06/353086 Patent No. D273740	U.S.	Filing Date 3/1/82 Issued Date 3/8/84	3/8/2001	Wall Table
Serial No. 06/752504 Patent No. D296057	U.S.	Filing Date 7/3/85 Issued Date 6/7/88	6/7/2005	Table
Serial No. 06/930856 Patent No. D303032	U.S.	Filing Date 11/13/86 Issued Date 8/29/89	8/29/2006	Table
Serial No. 06/939458 Patent No. D301419	U.S.	Filing Date 12/1/86 Issued Date 6/6/89	6/6/2006	Cabinet
Serial No. 07/017198 Patent No. D303464	U.S.	Filing Date 2/19/87 Issued Date 9/19/89	9/19/2006	Desk
Serial No. 07/106431 Patent No. D312540	U.S.	Filing Date 10/6/87 Issued Date 12/4/90	12/3/2007	Table
Serial No. 07/190936 Patent No. D314297	U.S.	Filing Date 5/6/88 Issued Date 2/3/91	2/3/2008	Table
Serial No. 07/316672 Patent No. D322371	U.S.	Filing Date 2/28/89 Issued Date 12/17/91	12/17/2008	Dining Table
Serial No. 07/318195 Patent No. D323438	U.S.	Filing Date 3/2/89 Issued Date 1/28/92	1/28/2009	Coffee Table
Serial No. 07/524179 Patent No. D327184	U.S.	Filing Date 5/15/90 Issued Date 6/23/92	6/23/2009	Desk
Serial No. 07/524180 Patent No. D325831	U.S.	Filing Date 5/15/90 Issued Date 3/3/92	3/3/2009	Cabinet
Serial No. 07/670220 Patent No. D338353	U.S.	Filing Date 3/15/91 Issued Date 8/17/93	8/17/2010	Cabinet

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Serial No., Application No. or Patent No.	Country	Issue or Filing Date	Expiration Date	Title
Serial No. 07/670210 Patent No. D338565	U.S.	Filing Date 3/15/91 Issued Date 8/24/93	8/24/2010	Chair
Serial No. 07/670208 Patent No. D338578	U.S.	Filing Date 3/15/91 Issued Date 8/24/93	8/24/2010	Table
Serial No. 07/670211 Patent No. D337440	U.S.	Filing Date 3/15/91 Issued Date 7/20/93	7/20/2010	Ottoman
Serial No. 07/670209 Patent No. D338346	U.S.	Filing Date 3/15/91 Issued Date 8/17/93	8/17/2010	Chair
Serial No. 07/670213 Patent No. D337896	U.S.	Filing Date 3/15/91 Issued Date 8/3/93	8/3/2010	Chair
Serial No. 29/036799 Patent No. D370799	U.S.	Filing Date 3/28/93 Issued Date 6/18/96	6/18/2013	Cabinet
Serial No. 29/036798 Patent No. D370798	U.S.	Filing Date 3/28/93 Issued Date 6/18/96	6/18/2013	Cabinet
Serial No. 06/621431 Patent No. D287445	U.S.	Filing Date 6/18/84 Issued Date 12/30/86	12/30/2003	Table
Serial No. 06/290207 Patent No. D273737	U.S.	Filing Date 8/5/81 Issued Date 5/8/84	5/8/2001	Table
Serial No. 06/536635 Patent No. D275157	U.S.	Filing Date 9/28/83 Issued Date 8/21/84	8/21/2001	Table
Serial No. 07/670216 Patent No. D336165	U.S.	Filing Date 3/15/91 Issued Date 6/8/93	6/8/2010	Chair
Serial No. 07/951419 Patent No. D344643	U.S.	Filing Date 9/25/92 Issued Date 3/1/94	3/1/2011	Bed Frame
Serial No. 29/001103 Patent No. D333084	U.S.	Filing Date 11/3/92 Issued Date 2/7/95	2/7/2012	Cabinet
Serial No. 29/015936 Patent No. D359176	U.S.	Filing Date 12/2/93 Issued Date 6/13/95	6/13/2012	Arm Chair
Serial No. 29/031706 Patent No. D378788	U.S.	Filing Date 12/2/94 Issued Date 4/15/97	4/15/2014	Seat
Serial No. 29/036800 Patent No. D371700	U.S.	Filing Date 3/28/95 Issued Date 7/16/96	7/16/2013	Table
Serial No. 06/353194 Patent No. D302913	U.S.	Filing Date 3/1/82 Issued Date 8/22/89	8/22/2006	End Table

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Serial No., Application No. or Patent No.	Country	Issue or Filing Date	Expiration Date	Title
Serial No. 06/919459 Patent No. D301413	U.S.	Filing Date 12/8/86 Issued Date 6/6/89	6/6/2006	Combined Storage Cabinet and Display Unit
Serial No. 06/751502 Patent No. D292864	U.S.	Filing Date 7/3/85 Issued Date 1/26/88	1/26/2005	Cabinet
Serial No. 07/316674 Patent No. D322000	U.S.	Filing Date 02/24/89 Issued Date 12/1/91	12/3/2008	Side Table

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SPECIAL POWER OF ATTORNEY


STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

KNOW ALL MEN BY THESE PRESENTS, that THE PACE COLLECTION, INC., a New York corporation, having an address at 11-11 34th Avenue, Long Island City, New York 11106 ("Borrower"), pursuant to a Patent Collateral Assignment, dated the date hereof (the "Security Agreement"), hereby appoints and constitutes NATIONSCREDIT COMMERCIAL CORPORATION, THROUGH ITS NATIONSCREDIT COMMERCIAL FUNDING DIVISION, with an address at 222 North LaSalle Street, Chicago, Illinois 60601 ("Lender"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower:


- 1. Assigning, selling or otherwise disposing of all right, title and interest of Borrower in and to the patents and trademarks listed on Schedule A of the Security Agreement, and including those patents and trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose;
- 2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as Lender may in its sole discretion determine.

This power of attorney is made pursuant to the Security Agreement, dated the date hereof, between Borrower and Lender and may not be revoked until the payment in full of all Obligations as defined in the Security Agreement.

ATTEST:



THE PACE COLLECTION, INC.

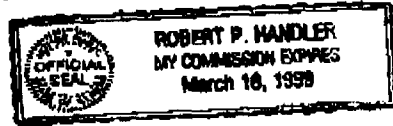
By: 
Arthur Rosen
Its: President

.ODMANUCDOCSUBSET_DOCUMENTS.

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On the 24th day of March, 1998, before me personally came Arthur Rosen, to me known, who, being by me duly sworn, did depose and say that he resides at 1 Laurel Lane, Scarsdale, New York, that he is the President of The Pace Collection, Inc., the corporation described in and which executed the foregoing instruments and that he signed his name thereto by order of the board of directors of said corporation.

Robert P. Handler
Notary Public



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(THU) 7.18'02 12:12/ST. 12:11/NO. 486234:462 P. 2

DS

DAVID STRAUSS & CO., INC.
45 LOCUST PLAGE
MANHASSET, NEW YORK 11030
(516) 627-1212

invoice

Revised Bill of Sale
Revised Date: June 28, 2002
Original Date: January 28, 2002

DESCRIPTION	TOTAL
Clem Alcoro C/o Glendale Architectural Wood Products, Inc. 71-02 80th Street Glendale, N.Y. 11365	
Re: The Pace Collection	
<p>Sold as is/where is all of The Pace Collection's right, title and interest in and to its (1) patents as more fully described in that certain Patent Collateral Assignment dated March 24, 1998 between The Pace Collection, Inc., and NationsCredit Commercial Corporation, as predecessor to Bank of America, and (2) trade name and/or trademark as more fully described in that certain Trademark Collateral Assignment and Security Agreement dated March 24, 1998 between The Pace Collection, Inc., and NationsCredit Commercial Corporation, as predecessor to Bank of America, together with the goodwill of the business connected with the use and symbolized by the trade name and/or trademark, whether registered within the United States Patent and Trademark Office, registered with any foreign office or agency or existing at common law. Bank of America, the Seller, makes no representations or warranties. As part of the goodwill of the business, the Pace Collection's telephone number is (212) 838-0331. The Patent Collateral Assignment, and the Trademark Collateral Assignment and Security Agreement are attached as Exhibit A, and are incorporated by reference herein.</p>	
Selling Price	\$7,500.00
Deposit on Account	<u>\$4,000.00</u>
Balance payable and due by January 29th, 2002	\$3,500.00
HOLLAND & KNIGHT LLP	

FEB 22 2002- 6:30PM HOLLAND & KNIGHT

NO. 0627302/8 26-231

DS

DAVID STRAUSS & CO., INC.
45 LOCUST PLACE
MANHASSET, NEW YORK 11030
(516) 827-1212

invoice



DATE: January 29th, 2002

DESCRIPTION	TOTAL
Re: The Pace Collection	
<p>Sold as is/where is all of The Pace Collection's right, title and interest in and to its (1) patents as more fully described in that certain Patent Collateral Assignment dated March 24, 1998 between The Pace Collection, Inc., and NationsCredit Commercial Corporation, as predecessor to Bank of America, and (2) trade name and/or trademark as more fully described in that certain Trademark Collateral Assignment and Security Agreement dated March 24, 1998 between The Pace Collection, Inc., and NationsCredit Commercial Corporation, as predecessor to Bank of America, together with the goodwill of the business connected with the use and symbolized by the trade name and/or trademark, whether registered within the United States Patent and Trademark Office, registered with any foreign office or Agency or existing at common law. Bank of America, the Seller, makes no representations or warranties. As part of the goodwill of the business, the Pace Collection's telephone number is (212) 838-0331. The Patent Collateral Assignment, and the Trademark Collateral Assignment and Security Agreement are attached as Exhibit A, and are incorporated by reference herein.</p>	
Selling Price	\$7,500.00
Deposit on Account	<u>\$4,000.00</u>
Balance payable and due by January 29th, 2002	\$3,500.00

OUR AIM IS TO PLEASE AND SATISFY!
PLEASE ACCEPT OUR APPRECIATION
AND SINCERE THANKS FOR ALLOWING US TO SERVICE YOU!

HOLLAND & KNIGHT LLP

D. Farrington Yates

By: D. Farrington Yates, Esq.
195 Broadway
New York, NY 10007
on behalf of BANK OF AMERICA

FEE. 22. 2002 6 31PM HOLLAND & KNIGHT

NO. 0827 P. 3

EXHIBIT "A"