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(Rev. 10/02)

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

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

1. Name of conveying party(ies):

Town of Millinocket

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

3. Nature of conveyance:

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

Execution Date: 3-16-2004

2. Name and address of receiving party(ies)

Name: State of Maine - DECD

Internal Address: _____

Street Address: _____

59 State House Station

City: Augusta State: ME Zip: 04333

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) 5,990,684
6,232,783

Additional numbers attached? Yes No

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

Name: James F, Keenan, Jr.

Internal Address: _____

Bernstein, Shur, Sawyer & Nelson

Street Address: _____

100 Middle Street

City: Portland State: ME Zip: 04104

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).....\$ 65.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

James F. Keenan, Jr.

Name of Person Signing

Signature

04-05-2004

Date

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

05/20/2004 LMUELLER 00000054 5990684

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

OFFICE OF PUBLIC RECORDS
2004 APR -9 AM 10:45
FINANCE SECTION

PATENT
REEL: 015341 FRAME: 0048

SUBORDINATION AGREEMENT

THIS AGREEMENT made as of this 16th day of March, 2004, by **Town of Millinocket**, a municipal corporation with an address of 197 Penobscot Avenue, Millinocket, Maine 04462 (the "Lender") with and for the benefit of the **STATE OF MAINE**, acting by and through the **Department of Economic and Community Development**, a body corporate and politic and a public instrumentality of the State of Maine ("DECD") .

WITNESSETH :

WHEREAS, the Lender currently holds an assignment of one or more patents (the "Property") of **Brims Ness Corporation** (the "Borrower") as evidenced by and described in one or more Collateral Assignments recorded in the U.S. Patent and Trademark Office on December 2, 2003 at Reel ___, Frames _____, "the Prior Interest"); and

WHEREAS, Borrower has granted or will be granting an additional security interest in the Property to the Town of Millinocket (the "New Security Agreement"), which will be assigned to DECD; and

WHEREAS, the parties have agreed that the aforesaid Prior Interest previously granted shall be subordinate in priority to the security interests created by the New Security Agreement and to be assigned to and held by DECD,

NOW THEREFORE, the parties do hereby agree as follows:

1. The lien of the aforesaid Prior Interest in the Property previously granted to the Lender shall be subordinate to the lien of the security interest in such Property granted by the New Security Agreement and the rights of the parties under said Prior Interest with respect to the Property shall be as if such Prior Interest were granted, and all financing statements with respect thereto filed and recorded, subsequent to those involving the New Security Agreement.

2. The Lender authorizes each the Town of Millinocket and DECD to file and refile a UCC-3 financing amendment addendum or continuation statement and other instruments and documents (including this Subordination Agreement), including any amendments, covering the Property, without the Borrower's [Debtor's] signature or the Lender's [Secured Party's] in jurisdictions where this authorization will be given effect, or signed only by either the Town of Millinocket or DECD, if required in jurisdictions where this authorization will be given effect, in any jurisdiction and in such offices as either the Town of Millinocket or DECD may deem necessary or appropriate and wherever required or permitted by law in order to perfect and preserve the rights and interests granted to the Town of Millinocket and DECD hereby. At the request of either the Town of Millinocket or DECD, the Borrower as Debtor will join either the Town of Millinocket or DECD in executing such documents as either the Town of Millinocket or DECD may reasonably determine, from time to time, to be necessary or desirable under provisions of the Uniform Commercial Code of Maine or such jurisdictions as may be appropriate to the Property (the "UCC") or under any and all federal law or other law applicable to Patents, Trademarks, Copyrights or other intellectual property. Without limiting the generality

of the foregoing, the Borrower as Debtor and the Lender as Secured party shall join either the Town of Millinocket or DECD, at the request of either the Town of Millinocket or DECD, in executing one or more financing statement amendments / addenda, including any extensions or amendments, in form reasonably satisfactory to either the Town of Millinocket or DECD, and the Borrower as Debtor will pay the cost of filing or recording the same, or of filing or recording this Subordination Agreement, in all public offices at any time and from time to time, whenever filing or recording of any such financing statement amendments / addenda or of this Subordination Agreement is deemed by either the Town of Millinocket or DECD to be reasonably necessary or desirable. Without limiting the generality of the foregoing, the Borrower as Debtor and the Lender as Secured Party shall execute any and all instruments that are necessary to obtain, perfect, and maintain the superiority of the security interest of the Town of Millinocket or DECD in the Property, including but not limited to assisting the Town of Millinocket or DECD to obtain and retain control where necessary to perfect and maintain the security interest of the Town of Millinocket or DECD in any of the Property.

3. This Subordination Agreement is being executed in at least two counterparts, each of which is and shall be deemed an original.

• IN WITNESS WHEREOF, the parties have hereunto executed this agreement as of the date first above written.

WITNESS:



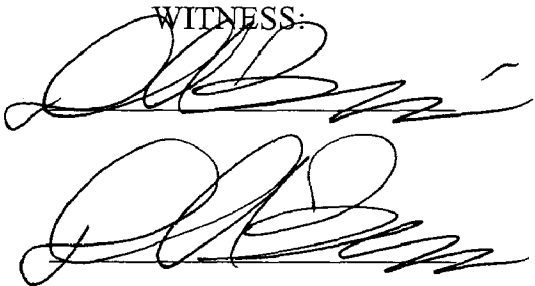
Town of Millinocket (Lender)

By: Eugene J. Conlogue
Its - Town Manager
Name- Eugene J. Conlogue

CONSENT

The undersigned do/does hereby consent to the foregoing subordination agreement.

WITNESS:



Brims Ness Corporation (Borrower)

By: John H. Merrill
Its - president
Name- John H. Merrill
John H. Merrill
John H. Merrill, Guarantor

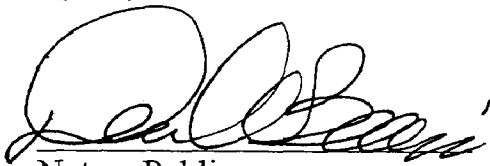
ACKNOWLEDGMENT

STATE OF Maine
Penobscot COUNTY, ss

March 16, 2004

Then personally appeared the above-named Gene Conlogue,
Town Manager of the Town of Millinocket and acknowledged the foregoing
instrument to be his/her free act and deed in his/her said capacity and the free act and deed of
said Town of Millinocket.

Before me,



~~Notary Public~~
Attorney at Law

Dean (name)
Beaupain