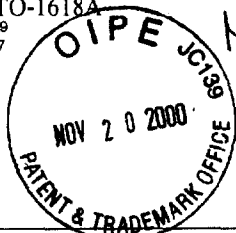


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FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



MMJ
11.20.00

12-07-2000



101543629

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID # _____

Correction of PTO Error
Reel # _____ Frame # _____

Corrective Document
Reel # _____ Frame # _____

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger
Effective Date
Month Day Year _____

Change of Name

Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

12/06/2000 MTHA11 00000301 74282907

01 FC:481 40.00 OP

02 FC:482 1675.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002188 FRAME: 0774

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Mitchell M. Purvis

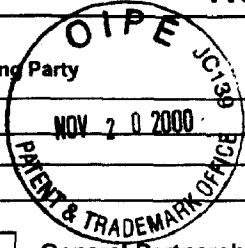
Name of Person Signing

Signature

11/17/00

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY



Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

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Registration Number(s)

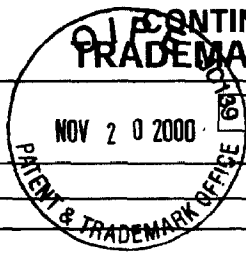
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1562000	1727096	1129506

RECORDATION FORM COVER SHEET

FORM PTO-1618C
Expires 06/30/99
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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3) City State/Country Zip Code

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Registration Number(s)

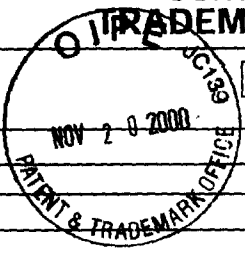
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**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

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U.S. Department of Commerce
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Conveying Party

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Month Day Year

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Registration Number(s)

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is dated April 5, 2000 (this "*Agreement*"), and is made and entered into by DACOR CORPORATION, an Illinois corporation ("*Grantor*"), in favor of Fleet Capital Corporation, as collateral and administrative agent for the financial institutions party to the Loan Agreement referred to below (in such capacity, the "*Agent*").

WITNESSETH:

WHEREAS, Grantor, Head USA, Inc., Mares America Corporation and Penn Racquet Sports, Inc., as Borrowers, have entered into a Loan and Security Agreement dated April 5, 2000, with the financial institutions from time to time party thereto as Lenders, Fleet Capital Corporation, as an issuer, and the Agent (said Loan Agreement, as it may be amended or otherwise modified from time to time, being the "*Loan Agreement*"; capitalized terms used herein and not otherwise defined are used herein as defined in the Loan Agreement); and

WHEREAS, it is a condition precedent to the making of the Loans under the Loan Agreement that the Grantor shall have entered into this Agreement.

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders to make the Loans, Grantor hereby agrees as follows:

1. **Defined Terms.** The following terms have the following meanings (such meanings being equally applicable to both the singular and the plural forms of the terms defined):

"*Agreement*" means this Intellectual Property Security Agreement, as the same may from time to time be amended, modified or supplemented, and shall refer to this Intellectual Property Security Agreement as in effect on the date such reference becomes operative.

"*Copyrights*" means copyrights, registrations and applications therefor in the United States or any other country, whether now existing or hereafter created or acquired, and any and all (i) renewals and extensions thereof, (ii) income, royalties, damages and payments now and hereafter due or payable or both with respect thereto, including, without limitation, damages and payments for past or future infringements or misappropriations thereof, (iii) rights to sue for past, present and future infringements thereof, and (iv) all other rights corresponding thereto throughout the world.

"*Grantor's Obligations*" means the Obligations of Grantor under the Loan Agreement.

"Intellectual Property Collateral" has the meaning assigned to such term in Section 2 of this Agreement.

"Licenses" means license agreements in which Grantor now or hereafter grants or receives a grant of any interest in Copyrights, Trademarks, Patents or Trade Secrets and/or other intellectual property and any and all (i) renewals, extensions, supplements, amendments and continuations thereof, (ii) income, royalties, damages and payments now and hereafter due or payable to Grantor with respect thereto, including, without limitation, damages and payments for past or future breaches thereof or infringements or misappropriations of rights granted thereunder, and (iii) rights to sue for past, present and future violations or breaches thereof (to the extent owned by Grantor) or infringements or misappropriations of rights granted thereunder (to the extent owned by Grantor).

"Patents" means patents and registrations and applications therefor in the United States or any other country along with any and all (i) inventions and improvements described and claimed therein, (ii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (iii) income, royalties, damages and payments now and hereafter due and/or payable to Grantor with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) rights to sue for past, present and future infringements thereof, and (v) all other rights corresponding thereto throughout the world.

"Trademarks" means trademarks, service marks, trade dress, corporate names, business names, internet addresses, domain names, trade styles, logos, slogans, private label brand names, trade names in the United States (or any state or territory thereof) or any other country (or political subdivision thereof), other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature now existing or hereafter adopted or acquired whether registered or at common law, registrations and applications therefor (but excluding United States Intent to Use applications prior to the filing and acceptance of a Statement of Use or an Amendment to Allege Use in connection therewith), and the entire product lines and goodwill of Grantor's business connected therewith and symbolized thereby, together with any and all (i) renewals, extensions or reissues thereof, (ii) income, royalties, damages and payments now and hereafter due or payable or both with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) rights to sue for past, present and future infringements thereof, and (iv) all other rights corresponding thereto throughout the world.

"Trade Secrets" means trade secrets, whether now existing or hereafter created, developed or acquired, along with any and all (i) income, royalties, damages and payments now and hereafter due and/or payable to Grantor with respect thereto, including, without limitation, damages and payments for past or future misappropriations thereof, (ii) rights to

sue for past, present and future misappropriations thereof, and (iii) all other rights corresponding thereto throughout the world.

The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole, including the Exhibits and Schedules hereto, and not to any particular section, subsection or clause contained in this Agreement. The word "including" shall mean "including, without limitation" unless the context otherwise requires.

2. Grant of Security Interest in Intellectual Property Collateral. In order to secure the complete and due and punctual payment of the Obligations, and to induce Lenders and Agent to enter into the Loan Agreement and make loans thereunder, Grantor hereby grants and conveys to Agent on behalf and for the ratable benefit of the Lenders as collateral security, a continuing security interest in all of Grantor's entire right, title and interest in, to and under the following collateral, whether now owned by or owing to, existing or hereafter acquired by or arising in favor of Grantor, subject to the proviso set forth below in this Section 2 (all of which being hereinafter referred to as the "*Intellectual Property Collateral*"):

- (i) all Trademarks owned by Grantor, including the Trademarks listed on Schedule A hereto;
- (ii) all Copyrights owned by Grantor, including the Copyrights listed on Schedule B hereto;
- (iii) all Patents owned by Grantor, including the Patents listed on Schedule C hereto;
- (iv) all Licenses of Grantor, including the Licenses listed on Schedule D hereto;
- (v) all Trade Secrets owned by Grantor; and
- (vi) all other intellectual property owned by Grantor;

provided that nothing hereunder constitutes or shall be deemed to constitute the grant of a security interest in favor of the Agent with respect to any Intellectual Property Collateral to the extent prohibited by Applicable Law.

3. Representations and Warranties. Grantor represents and warrants that:

- (a) Schedules A, B and C attached hereto list, respectively, all registrations and applications of the Trademarks, Copyrights and Patents owned by Grantor and all material unregistered Trademarks owned or used by Grantor;
- (b) Schedule D attached hereto lists all Licenses involving intellectual property used on or in connection with products sold by Grantor;

(c) The Trademarks, Copyrights, Patents and Trade Secrets of Grantor are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and all Licenses are in full force and effect and enforceable against the parties thereto in accordance with their terms, subject to bankruptcy and similar laws affecting creditor's rights and remedies generally and to principles of equity;

(d) Grantor has the full right, power and authority to enter into this Agreement and to grant all of the right, title and interest herein granted;

(e) The execution, delivery and performance by Grantor of this Agreement do not and will not conflict with any contractual restriction binding on or affecting Grantor or any of its properties;

(f) This Agreement has been duly executed and delivered by Grantor and is a legal, valid and binding obligation of Grantor enforceable against Grantor in accordance with its terms;

(g) The Intellectual Property Collateral has not been assigned, transferred, conveyed or otherwise encumbered in any manner inconsistent with the grant of rights contained herein or in the Loan Agreement, and except as indicated in Licenses set forth on Schedule D, no party other than Grantor and Agent has been granted any rights in or to the Intellectual Property Collateral;

(h) Grantor is the sole and exclusive owner of the Intellectual Property Collateral, all of which is free and clear of any Liens and encumbrances, and no other person or entity has asserted any claim, or to the best of Grantor's knowledge has any claim, with respect to the Intellectual Property Collateral;

(i) The Intellectual Property Collateral includes all intellectual property used or required by Grantor in connection with distributing goods, performing services and otherwise carrying on the business of Grantor as currently conducted or proposed to be conducted;

(j) To the best of Grantor's knowledge, the Intellectual Property Collateral and use thereof does not infringe or conflict with any rights owned or possessed by any third party or violate any Applicable Law;

(k) There are no claims, judgments or settlements to be paid by Grantor or pending claims, challenges, office actions, oppositions, litigations or any other proceedings before any Governmental Authority relating to the Intellectual Property Collateral, except as set forth on Schedule E hereto;

(l) No security agreement, financing statement, equivalent security or lien instrument or continuation statement covering all or any part of the Intellectual Property Collateral is on file or of record in any public office, except such as may have been filed by Grantor in favor

of the Agent for the benefit of the Lenders pursuant to this Agreement or such as relate to other Permitted Liens; and

(m) The filing and recordation of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, the filing of Uniform Commercial Code ("UCC") financing statements in the jurisdictions and filing offices required for perfection of a security interest granted in general intangibles under Article 9 of the UCC and the filing of appropriate recording documents in filing offices located in foreign countries are effective to create a valid and continuing first priority lien on and first priority security interest in the Intellectual Property Collateral now existing in favor of the Agent for the benefit of the Lenders, and such lien is enforceable as a first priority lien as against creditors of and (except as may be limited by Applicable Law) purchasers from Grantor, subject to applicable bankruptcy and similar laws affecting creditors' rights and remedies generally. All actions (including, without limitation, all filings, registrations and recordings) necessary or desirable to create, protect and perfect such security interest in each item of the Intellectual Property Collateral has been duly taken or, upon the Agent's request (including in respect of after arising items), shall be taken.

4. Rights and Remedies; Application of Monies.

(a) Upon the occurrence and during the continuation of a Default or an Event of Default, the Agent may to the fullest extent permitted by Applicable Law, without prior notice to Grantor, and without advertisement, hearing or process of law in any kind, (i) exercise any and all rights as beneficial and legal owner of the Intellectual Property Collateral, including, without limitation, any and all consensual rights and powers with respect to the Intellectual Property Collateral, and/or (ii) sell or assign or grant a license or franchise to use, or cause to be sold or assigned or granted a license or franchise to use, any or all of the Intellectual Property Collateral, in each case, free of all rights and claims of Grantor therein and thereto (but subject, in each case, to the rights of others heretofore granted or created by Grantor in the Ordinary Course of Business). Upon the occurrence and during the continuation of a Default or an Event of Default, the Agent may (i) sell or assign the Intellectual Property Collateral, or any part thereof, for cash or upon credit as the Agent may deem appropriate or (ii) grant licenses or franchises or both to use the Intellectual Property Collateral on such terms and conditions as the Agent shall determine. In connection therewith, the Agent shall have the right to impose such limitations and restrictions on the sale or assignment of the Intellectual Property Collateral as the Agent may deem to be necessary or appropriate to comply with any Applicable Law, and requirements for any necessary Governmental Approvals.

(b) It is expressly understood that, anything herein to the contrary notwithstanding, Grantor shall remain liable under each of its Licenses to observe and perform all the conditions and obligations to be observed by it thereunder and Grantor shall perform all of its duties and obligations thereunder, all in accordance with and pursuant to the terms and provisions of each such License. Neither Agent nor any Lender shall have any obligation or liability under or License by reason of or arising out of this Agreement or the granting to Agent and the Lenders of

a security interest therein, nor shall Agent or any Lender be required or obligated in any manner to perform or fulfill any of the obligations of Grantor under or pursuant to or License, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under or License, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(c) Grantor hereby expressly waives, to the fullest extent permitted by Applicable Law, any and all notices, advertisements, hearings or process of law in connection with the exercise by the Agent of any of its rights and remedies hereunder. The Agent shall not be liable to any Person for any incorrect or improper payment made pursuant to this Section 4, in the absence of gross negligence or willful misconduct.

(d) Notwithstanding any provisions of this Agreement to the contrary, if, after giving effect to any sale, transfer, assignment or other disposition of any or all of the Intellectual Property Collateral pursuant hereto and after the application of the proceeds hereunder to Obligations, any Obligations remain unpaid or unsatisfied, the Grantor shall remain liable for the unpaid and unsatisfied amount of such Obligations.

(e) This Agreement is made to provide for and secure repayment of the Obligations of Grantor which repayment shall be applied in accordance with the Loan Agreement.

(f) Upon the declaration of an Event of Default, Grantor agrees that it will promptly (and in any event within three Business Days) deliver to the Agent or its designee an assignment of the Intellectual Property Collateral, duly executed by Grantor, in substantially the form of Exhibit I annexed hereto, which assignment may be recorded with the United States Patent and Trademark Office or any comparable or other public office in the United States or any other country. Grantor agrees that the Agent may duly execute such an assignment as Grantor's true and lawful attorney-in-fact pursuant to Section 16 hereof.

5. Security Interest Absolute. All rights of the Agent and the Lenders and security interests granted herein, and all obligations of Grantor pursuant hereto, shall be absolute and unconditional irrespective of:

(a) the lack of validity or enforceability of any provisions in the Loan Agreement, the Notes or any other Loan Document or any other agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Loan Agreement, the Notes or any other Loan Document;

(c) any exchange, release or non-perfection of any Collateral other than the Intellectual Property Collateral, or any release or amendment or waiver of or consent to departure from any guaranty for all or any of the Obligations; or

(d) any other circumstance which might otherwise constitute a defense available to, or a discharge of, Grantor or any third-party grantor.

6. **Termination of Security Interest.** This Agreement, and the security interests created or granted hereby, shall terminate when the later of the following shall have occurred: (a) the date that the last Obligations shall have been fully paid and satisfied and the Commitments have been terminated and (b) the date as of which the last of the Commitments and any other obligations that any of the Lenders have under any of the Loan Documents have terminated, at which time the Agent (without recourse upon, or any warranty whatsoever by, the Agent) shall execute and deliver to the Company, for filing in each office in which any security agreement, notice or other filing, or any part thereof, shall have been filed, an instrument releasing the Agent's security interest in the Intellectual Property Collateral, and such other documents and instruments to terminate any security interest of the Agent granted hereby as Grantor may reasonably request, all without recourse upon, or warranty whatsoever by, the Agent, except that the same shall be free and clear of any claims, liens or encumbrances created by or in respect of the Agent, and at the cost and expense of Grantor.

7. **Use and Protection of Intellectual Property Collateral.**

(a) Notwithstanding anything to the contrary contained herein, unless an Event of Default has occurred and is continuing, Grantor may continue to exploit, license, franchise, use, enjoy and protect (whether in the United States of America or any foreign jurisdiction) the Intellectual Property Collateral in the Ordinary Course of Business (provided Grantor does not take action inconsistent with Agent's rights hereunder or under the Loan Agreement) and the Agent shall from time to time execute and deliver, upon written request of Grantor and at Grantor's sole cost and expense, any and all instruments, certificates or other documents, in the form so requested, necessary or appropriate in the judgment of Grantor to enable Grantor to do so.

(b) In order to more fully protect the Intellectual Property Collateral in respect of which security interests have been granted to the Agent by Grantor hereunder, Grantor may hereafter transfer to the Agent such additional rights, privileges, marks and licenses as Grantor may in its discretion determine to be necessary and appropriate to the continuing exploitation, licensing, use, enjoyment and protection (whether in the United States of America or any foreign jurisdiction) of the Intellectual Property Collateral. It is understood that the foregoing is not in derogation of Agent's security interest in and/or Agent's rights in respect of, Intellectual Property arising, developed, created or acquired hereafter, all as granted herein and in the Loan Agreement.

8. **Duties of Grantor.** Grantor shall have the duty to preserve and maintain all of its rights in the Intellectual Property Collateral, except to the extent that failure to do the same would not reasonably be expected to have a Material Adverse Effect. Grantor shall take all action reasonably requested by the Agent to fulfill Grantor's obligations under the preceding sentence and to register, record and/or perfect the Agent's rights hereunder. Such duties shall include, but not be limited to, the following:

(a) Grantor shall notify Agent promptly if it knows or has reason to know that any application or registration relating to any Trademark that is material to the conduct of Grantor's business may become abandoned or dedicated, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding Grantor's ownership of any Trademark which is material to the conduct of Grantor's business, or, as to any Trademark which is material to the conduct of Grantor's business, its right to register the same or to keep and maintain the same.

(b) In no event shall Grantor, either itself or through any agent, employee, licensee or designee, file an application for the registration of any Trademark, Patent or Copyright with (as appropriate) the United States Patent or Trademark Office, the United States Copyright Office or any political subdivision thereof without giving Agent prior written notice thereof and, upon request of Agent, Grantor shall execute and deliver any and all agreements, instruments, documents and papers as Agent may request to evidence Agent's security interest in the Intellectual Property Collateral and new intellectual property added to the Intellectual Property Collateral under the terms of Section 20, including the goodwill, of Grantor relating thereto or represented thereby.

(c) Grantor shall take all necessary actions with respect to each Trademark that is material to the conduct of Grantor's business or a material portion of the Intellectual Property Collateral to (1) with respect to each material Trademark adopted after the date hereof, file an application for registration of such material Trademark (in accordance with subsection (b) above), (2) maintain and pursue each trademark application covering such material Trademark, and (3) obtain and maintain the relevant trademark registrations for such material Trademark, including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings and not divest its rights in respect of such Trademark without the prior written consent of Agent.

(d) In the event that Grantor becomes aware that any Trademark is or may be infringed upon or diluted by a third party, Grantor shall (1) notify Agent promptly after Grantor learns thereof, (2) promptly sue for infringement or dilution and to recover any and all damages for such infringement or dilution or take such other action as may be agreed to by Agent in writing, and (3) take such other actions as Grantor shall reasonably deem appropriate under the circumstances to protect such Trademark, unless in the case of (2) or (3) such infringement or dilution would not reasonably be expected to have a Material Adverse Effect on the conduct of Grantor's business.

(e) With respect to any Patent or Copyright which is material to the conduct of Grantor's business, Grantor agrees (1) not to divest its rights under such Patent or Copyright without the prior written approval of Agent, and (2) to take all action necessary to maintain each such Patent or Copyright.

(f) In the event that Grantor becomes aware that any of Grantor's rights in any material Patent or Copyright are being infringed or violated, Grantor shall (1) promptly upon

learning of the same, furnish Agent in writing with all pertinent information available to Grantor with respect to any such infringement or the violation and (2) prosecute any person infringing any such Patent or Copyright or take such other action as may be agreed to by Agent in writing, unless in the case of (2) such infringement or violation would not reasonably be expected to have a Material Adverse Effect on the conduct of Grantor's business.

(g) Grantor shall not amend, modify, terminate or waive any provisions of any contract (including any License) to which Grantor is a party in any manner which reasonably may be expected to have a Material Adverse Effect on the Grantor's business.

9. **Payment of Obligations.** Grantor will pay promptly when due all Tax imposed upon the Intellectual Property Collateral or in respect of its income or profits therefrom and all claims of any kind, except that no such Tax need be paid if (i) such non-payment does not involve any danger of forfeiture or loss of any of the Intellectual Property Collateral or any interest therein and (ii) such Tax is adequately reserved against in accordance with and to the extent required by GAAP.

10. **The Agent's Right to Sue.** Whenever an Event of Default shall have occurred and be continuing, the Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to protect or enforce the Trademarks, Copyrights, Licenses, Patents and Trade Secrets, and, if the Agent shall commence any such suit, Grantor shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such protection or enforcement.

11. **Maintenance of Records.** Grantor will keep and maintain at its own cost and expense satisfactory and complete records of the Intellectual Property Collateral, including, without limitation, a record of all payments received and all credits granted with respect to the Intellectual Property Collateral and all other dealings with the Intellectual Property Collateral. Grantor will mark its books and records pertaining to the Intellectual Property Collateral to evidence this Agreement and the security interests granted hereby. For the Agent's and the Lenders' further security, Grantor agrees that the Agent and the Lenders shall have a special property interest in all of Grantor's books and records pertaining to the Intellectual Property Collateral and, upon the occurrence and during the continuation of any Event of Default, Grantor shall deliver and turn over any such books and records to the Agent or its representatives at any time on demand of the Agent. Prior to the occurrence of an Event of Default and upon reasonable notice from the Agent, Grantor shall permit any representative of the Agent to inspect such books and records as set forth in Section 12.

12. **Right of Inspection.** Upon reasonable notice to Grantor (unless an Event of Default has occurred and is continuing, in which case no notice is necessary), the Agent shall at all times have full and free access during normal business hours to all of Grantor's books, records and correspondence, and the Agent or its representatives may examine the same, take extracts therefrom and make photocopies thereof, and Grantor agrees to render to the Agent, at Grantor's cost and expense, such clerical and other assistance as may be reasonably requested with regard thereto.

13. No Waiver; Cumulative Remedies. No failure on the part of the Agent to exercise, and no delay on the part of the Agent in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy by the Agent preclude other or further exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies that may be available to the Agent whether at law, in equity or otherwise.

14. Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including telegraphic, telex, telecopy, or cable communication) and mailed, telegraphed, telexed, telecopied, cabled or delivered by hand, if to a party to this Agreement, addressed to such party at the address specified in the Loan Agreement, or, as to each party, at such other address as shall be designated by such party in a written notice to each other party complying as to delivery with the terms of this Section. All such notices and other communications shall, when mailed, telegraphed, telexed, telecopied, cabled or delivered, be effective when deposited in the mails, delivered to the telegraph company, confirmed by telex answerback, telecopied with confirmation or receipt, delivered to the cable company, or delivered by hand to the addressee or its agent, respectively.

15. Expenses of Collection. Grantor hereby agrees to pay all expenses of the Agent, including reasonable attorneys' fees, incurred with respect to the collection of any of the Intellectual Property Collateral and the enforcement of the respective rights of the Agent and the Lenders hereunder (together with interest thereon from and after the date of payment of such expenses by the Agent in accordance with the rate then in effect for Loans under the Loan Agreement), which expenses together with interest thereon as aforesaid shall constitute Obligations.

16. Agent Appointed Attorney-in-Fact. Grantor hereby irrevocably constitutes and appoints the Agent and any officer or agent thereof, with full power of substitution, as Grantor's true and lawful attorney-in-fact, for the purpose of taking such action and executing agreements, instruments and other documents, in the name of Grantor or otherwise, not inconsistent with the express provisions of this Agreement, as the Agent may deem necessary or advisable to accomplish the purposes hereof. Without limiting the generality of the foregoing, Grantor hereby grants to Agent the power and right, on behalf of Grantor, without notice to or assent by Grantor upon the occurrence and during the continuation of an Event of Default to do the following: (i) commence and prosecute suits, actions and proceedings at law to collect monies owed in respect of the Intellectual Property Collateral or to enforce any right in respect thereof, (ii) defend any suit, action or proceeding brought against Grantor involving the Intellectual Property Collateral and settle, compromise or adjust any such suit, action or proceeding or give discharges or releases, (iii) license or sublicense, whether general, specific or otherwise, on an exclusive or non-exclusive basis, and of the Intellectual Property Collateral as Agent deems desirable, (iv) sell, pledge, transfer or otherwise deal with the Intellectual Property Collateral as fully and completely as if Agent were the absolute owner thereof and do, at Agent's option and Grantor's expense, all acts and things Agent deems desirable to perfect, preserve or realize upon the Intellectual Property and its Lien. This

appointment is an agency coupled with an interest and is irrevocable until payment in full of all Obligations.

17. **Governing Law; Binding Effect; Assignment.** This Agreement shall be governed by and construed in accordance with the internal law of the State of Georgia. This Agreement shall be binding upon Grantor and the Agent and their respective successors and assigns and shall inure to the benefit of Grantor and the Agent and their respective successors and assigns; **provided** that Grantor may not assign its rights or obligations hereunder or in connection herewith or any interest herein (voluntarily, by operation of law or otherwise) without the prior written consent of the Agent. Except as provided in **Section 2**, no other Person (including, without limitation, any other creditor of Grantor) shall have any interest herein or any right or benefit with respect hereto and this Agreement shall not be construed so as to confer any right or benefit upon any Person other than the parties to this Agreement and each of their respective successors and assigns.

18. **Further Indemnification.** Grantor agrees to pay, and save the Agent harmless from, any and all liabilities with respect to, or resulting from any delay in paying (other than a delay caused by the gross negligence or willful misconduct of the Agent), any and all excise, sales or other similar Tax which may be payable with respect to any of the Intellectual Property Collateral or in connection with any of the transactions contemplated by this Agreement.

19. **Agent May Perform.** If Grantor fails to perform any agreement contained herein, the Agent may, but shall not be obligated to, itself perform, or cause performance of, such agreement, and the expenses of the Agent incurred in connection therewith shall be payable by Grantor pursuant to **Section 15** hereof or, if not so paid, shall become Obligations.

20. **New Intellectual Property.** In the event, prior to the time the Obligations have been indefeasibly paid in full and the Loan Agreement terminated, Grantor shall obtain any rights to or interests in, or become entitled to the benefit of any, intellectual property of the type enumerated in **Section 2**, the provisions of this Agreement shall automatically apply thereto and thereafter such property shall constitute Intellectual Property Collateral. Grantor agrees, promptly following the written request by the Agent, to amend this Agreement by amending any or all of **Schedules A, B, C, D and E**, as applicable, to include any such new Intellectual Property Collateral, and cooperate with Agent to immediately prepare, execute and record, subject to the terms of the Loan Agreement, with all appropriate Governmental Authorities a security agreement for any such new Intellectual Property Collateral, in form and substance similar to this Agreement.

21. **Submission to Jurisdiction; Service of Process; Jury Trial.**

(a) Any legal action or proceeding with respect to this Agreement or any document related thereto may be brought in the courts of the State of Georgia or of the United States of America for the Northern District of Georgia, and, by execution and delivery of this Agreement, Grantor hereby accepts for itself and in respect of its Intellectual Property Collateral, generally and unconditionally, the jurisdiction of the aforesaid courts. The parties hereto hereby irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of *forum non*

conveniens, which any of them may now or hereafter have to the bringing of any such action or proceeding in such respective jurisdictions.

(b) Grantor irrevocably consents to the service of process of any of the aforesaid courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to Grantor at the address provided herein.

(c) Nothing contained in this Section 21 shall affect the right of the Agent or any Lender to serve process in any other manner permitted by Applicable Law or commence legal proceedings or otherwise proceed against Grantor in any other jurisdiction.

(d) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HERETO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN THE AGENT, THE LENDERS AND THE GRANTOR ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH, THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS RELATED THERETO.

22. Amendments, Etc. No amendment or waiver of any provision of this Agreement, nor consent to any departure by Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

23. Further Documentation. Grantor agrees that at any time and from time to time, at its own expense, Grantor promptly will execute and deliver such further instruments and documents, and take such further action, as may be necessary or desirable, or as the Agent may request, in order to perfect and protect any security interests granted or purported to be granted hereby, to obtain the full benefits hereof, or to enable the Agent to exercise and enforce the rights and remedies pursuant hereto with respect to any of the Intellectual Property Collateral.

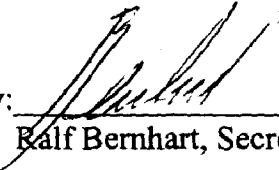
24. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

25. Section Titles. The Section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not part of this Agreement.

26. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute one and the same Agreement.

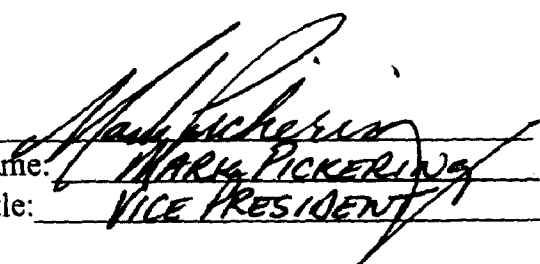
IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer, on the date first above written.

DACOR CORPORATION

By: 
Ralf Bernhart, Secretary

Accepted and Acknowledged:

FLEET CAPITAL CORPORATION, as Agent

By: 
Name: MARK PICKERING
Title: VICE PRESIDENT

SCHEDULE A

TRADEMARKS

See attached schedule

Registered Trademarks

U.S.

REGISTERED TRADEMARKS - UNITED STATES
 DACOR CORPORATION
 January 11, 2000

REGISTERED TRADEMARK	REGISTRATION NUMBER	GOODS	NEXT ACTION	RENEWAL DATE Y/M/D	FILE #
ALPHA	1,521,112	swim fins		09/01/17	54761
CARIBBEAN	1,581,226	buoyancy compensator jacket		00/02/06	54768
CHAMELEON	1,559,621	buoyancy compensator jackets		09/10/10	54786
COMMANDER	1,600,541	buoyancy control jacket		00/06/12	54771
CORDAFLEX	1,251,788	swim fins		03/09/20	54776
DACOR	1,023,981	diving equipment		05/10/28	54773
DACOR	1,521,823	sports bags		09/01/24	54763
DACOR and DESIGN	1,027,636	diving equipment		05/12/16	54769

GREER, BURNS & CRAIN, LTD.
 Suite 8660 - Sears Tower
 233 South Wacker Drive
 Chicago, Illinois 60606

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<u>REGISTERED TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>GOODS</u>	<u>NEXT ACTION</u>	<u>RENEWAL DATE Y/M/D</u>	<u>FILE #</u>
DACOR & DESIGN	1,909,749	scuba diving equipment (Classes 8, 9, 11, 12, 25, 28)		05/08/08	57236
DACOR IS DIVING	1,568,445	towels		99/11/28 (Abandoned 95/06/20)	54760
DACOR SPORT & DESIGN	1,791,035	scuba diving equipment	Filed Sec. 8 & 15 Declaration on 99/08/30	03/08/31	54795
ELITE	1,556,645	buoyancy compensators		09/19/09	54774
ENDURO	1,779,555	scuba diving equipment, including breathing regulators	Affidavit of Use Accepted	03/06/29	54370
FLYT	2,037,837	wetsuits	Sec. 8 & 15 03/02/11	07/02/11	60605
FOG FREE	1,610,262	diving masks/goggles and underwater lenses		Abandoned - No use on goods	54764

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<u>REGISTERED TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>GOODS</u>	<u>NEXT ACTION</u>	<u>RENEWAL DATE Y/M/D</u>	<u>FILE #</u>
FORMULA	1,562,000	diving regulators		09/10/24 (Abandoned 95/06/20)	54772
GEARED FOR THE ENVIRONMENT	1,796,640	scuba diving and snorkeling equipment	Sec. 8 & 15 99/10/05	Abandoned 03/10/03	54371
GEMINI	1,603,522	breathing regulators		Abandoned 96/06/26 - refiled (61331)	54966
GLO-TOP	795,759	snorkels		05/09/07	54783
HI-TECH	1,516,254	instruments for measuring depth, temperature, pressure and direction		Abandoned	54767
HI-TECH	1,577,897	weight belts		Abandoned 96/01/16	54758
INNOVATOR	1,496,902	underwater masks		Abandoned	54762

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REGISTERED TRADEMARK	REGISTRATION NUMBER	GOODS	NEXT ACTION	RENEWAL DATE Y/M/D	FILE #
INTEGRA	1,727,096	buoyancy compensators		Abandoned	55275
INTEGRA	1,731,346	masks, fins and snorkels		02/11/10	55387
MICRO-BRAIN	1,517,831	computer anticipates and avoids need for decompression stops by divers	Sec. 8 & 15 01/08/01	Abandoned	54759
MIKADO	1,908,190	underwater knives		05/08/01	60008
NAUTICA	1,724,575	buoyancy compensators, first and second stage breathing regulators		02/10/13	54449
OMNI	1,792,133	scuba diving equipment, including diving computers	Sec. 8 & 15 99/09/07 (Awaiting Instructions to Renew)	03/09/07	54369

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<u>REGISTERED TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>GOODS</u>	<u>NEXT ACTION</u>	<u>RENEWAL DATE YM/D</u>	<u>FILE #</u>
OMNI BRAIN	1,579,905	diving computer		Abandoned	54770
PACER	1,129,506	diving regulators		00/01/22	54779
PURSUIT	1,798,824	masks and fins	Sec. 8 & 15 99/10/12	Refiled	55994
QUANTUM	1,796,843	scuba diving equipment, including breathing regulators	Sec. 8 & 15 99/10/05	Refiled	54290
REEF SAVER	1,795,708	diving instruments	Sec. 8 & 15 99/09/28	Abandoned	55962
THE RJG	2,056,107	scuba diving equipment. namely water buoyancy compensator vests	Sec. 8 & 15 03/04/22	07/04/22	60602
SCUBA SKINS	1,559,098	dive tights		Abandoned	54775

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REGISTERED TRADEMARK	REGISTRATION NUMBER	GOODS	NEXT ACTION	RENEWAL DATE Y/M/D	FILE #
SEA CAP	1,058,515	hats		Abandoned 97/02/08	54781
SEACHUTE	1,037,347	scuba diving vest		06/04/06	54766
SEASPRINT	1,516,311	personal propulsion units		08/12/13	54756
SOJOURN	2,051,449	scuba diving equipment, namely underwater buoyancy compensator vests	Sec. 8 & 15 03/04/08	07/04/08	60604
SPLASH	1,521,574	underwater knives, underwater lights, snorkeling gear bags, and scuba diving masks and snorkels		09/01/24	54718
SPORTSTER	2,170,183	underwater diving equipment, namely regulators	Sec. 8 & 15 04/06/30	08/06/30	61410

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<u>REGISTERED TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>GOODS</u>	<u>NEXT ACTION</u>	<u>RENEWAL DATE Y/M/D</u>	<u>FILE #</u>
SUPER-VENT	1,403,255	snorkels		06/07/29	54638
THERMOSKIN	1,060,660	diving suits		07/03/08	54782
TRIVISTA	1,314,822	diving masks		05/01/15	
TURBOFLEX	1,228,604	diving snorkels and swim fins		03/02/22	54777
TURBO VENT	1,249,940	diving snorkels		03/08/30	54778
ULTRA	1,509,375	swim fins		08/10/18	54757
ULTRA	1,733,296	scuba diving masks		02/11/17	54714
VENTURMATIC	1,127,467	diving regulators		Abandoned 99/12/11	54780
VISTA	1,213,127	diving masks		02/10/19	54967

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<u>RENEWAL</u>	<u>FILE #</u>
<u>DATE Y/M/D</u>	60634
<u>RENEXT ACTION</u>	
Sec. 8 & 15 02/05/07	06/05/07
	07/07/15
	60018
	09/10/12
	61772

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233 South Wacker Drive
Chicago, Illinois 60606

EOT filed; Statement
of Use Due 99/06/16.

NEXT ACTION
Sec. 8 & 15
02/05/07

Sec. 8 & 15
03/07/15

GOODS

scuba diving and
snorkeling equipment,
namely, boots, gloves
wetsuits (class 25);
underwater swimming
fins, and snorkels
(class 28)

breathing regulators,
buoyancy compensators,
vests, diving measure-
ments instruments,
compasses, gauges,
calculators, instrument
consoles, boots, hats,
shirts, masks, fins and
snorkels.

sporting clothing worn

REGISTRATION
NUMBER

1,972,937

2,078,369

REGISTERED
TRADEMARK

VISTA &
DESIGN
(rectangular)

VISTA &
DESIGN

2,286,051

THERMELLE

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Trademark Applications

U.S.

TRADEMARK APPLICATIONS - UNITED STATES
 DACOR CORPORATION
 January 11, 2000

<u>TRADEMARK</u>	<u>SERIAL NUMBER</u>	<u>FILING DATE</u> Y/M/D	<u>GOODS</u>	<u>NEXT ACTION</u>	<u>FILE#</u>
DACOR ISLANDER	74/282,907 (ITU)	92/06/08	underwater buoyancy compensators	Abandoned.	55626
DACOR FREQUENT DIVER PROGRAM and DESIGN	74/689,040	95/06/15	advertising program for promoting awareness of Dacor products to consumers, dealers and diving instructors	Abandoned. Planned for refiling.	60601
DRY-ICE	74/222,846 (ITU)	91/11/15	scuba diving equipment including breathing regulators	Abandoned.	54289
ELITE	75/583,240	98/10/05	scuba diving equipment namely masks	Abandoned.	60818
EXTREME	74/222,635 (ITU)	91/11/15	scuba diving equipment, including breathing regulators	Abandoned.	54288

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<u>TRADEMARK</u>	<u>SERIAL NUMBER</u>	<u>FILING DATE Y/M/D</u>	<u>GOODS</u>	<u>NEXT ACTION</u>	<u>FILE #</u>
GEMINI	75/158,583 (ITU)	96/08/30	breathing regulators	Abandoned. Statement of Use due 98/03/23.	61331
ISLANDER	74/077,604 (ITU)	90/07/12	underwater buoyancy compensator	Abandoned.	54788
NAUTICA	75/604,164 (ITU)	98/12/09	masks, fins and snorkels compensator	Published for Opposition.	62724
PURSUIT			scuba diving equipment, namely masks & fins		63369
QUANTUM	74/102,376 (ITU)	90/10/01	buoyancy vests and floatation jackets	Abandoned.	54784
QUANTUM			scuba diving equipment, namely breathing regulators		63374

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<u>TRADEMARK</u>	<u>SERIAL NUMBER</u>	<u>FILING DATE</u> <u>Y/M/D</u>	<u>GOODS</u>	<u>NEXT ACTION</u>	<u>FILE #</u>
SEASONS	74/688,468 (ITU)	95/06/15	scuba diving equipment, namely underwater buoyancy compensator vests	Abandoned 11/96.	60603
SNORKELEL	74/096,917	90/09/14	buoyancy vests and jackets	Abandoned.	54787
THE RAY	74/715,875 (ITU)	95/08/15	scuba diving equipment, namely fins	Abandoned 97/01/16.	60733
SAFE-LITE	75/367,876 (ITU)	97/10/03	sporting clothing worn underwater and on land	Abandoned.	62022
THERMELE TRAVELER	74/307,859 (ITU)	92/08/24	snorkels	Abandoned.	56049
ULTRA-VU	74/232,306	91/12/20	scuba diving masks	Application dropped	54715

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Registered TM's & Applications

Foreign

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS - FOREIGN
 DACOR CORPORATION
 January 11, 2000

REGISTERED TRADEMARK	REGISTRATION/SERIAL NO.	GOODS	NEXT ACTION	RENEWAL DATE Y/M/D	FILE #
AUSTRIA					
DACOR	91,283	diving equipment (class 28, 8, 9)		09/06/30	54773
DACOR & Design	91,284	diving equipment (class 28, 8, 9)		09/06/30	54769
AUSTRALIA					
DACOR & Design	A279,148	diving equipment (class 9)		09/06/11	54769

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<u>REGISTERED TRADEMARK</u>	<u>REGISTRATION/SERIAL NO.</u>	<u>GOODS</u>	<u>NEXT ACTION</u>	<u>RENEWAL DATE Y/M/D</u>	<u>FILE #</u>
BENELUX					
DACOR	356,058	diving equipment (class 9, 11, 28)		08/12/21	54773
DACOR & Design	356,059	diving equipment (class 28)		08/12/21	54769
BRAZIL					
DACOR	812.123.689	diving equipment (class 9, subclass 10, 20, 25) for underwater lights, regulators, valves	Application for non-use cancellation of DACCOR accepted. Awaiting further Action.	07/04/14	54773(B)

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<u>REGISTERED TRADEMARK</u>	<u>REGISTRATION/SERIAL NO.</u>	<u>GOODS</u>	<u>NEXT ACTION</u>	<u>RENEWAL DATE Y/M/D</u>	<u>FILE #</u>
DACOR	812.123.662	diving equipment (class 25 for masks, fins, snorkels).	On hold per cancellation proceedings.		54773(D)
DACOR & DEVICE	818.754.656	diving equipment (class 28 for masks, fins, snorkels).	Filed 95/09/01 Awaiting ruling from Brazil PTO.		54773(E)

DACOR	TMA 206,085	diving equipment		05/03/27	54773
SPLASH	TMA 362,125	diving masks, snorkels & diving equipment bags		04/11/03	54718

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<u>REGISTERED TRADEMARK</u>	<u>REGISTRATION/SERIAL NO.</u>	<u>GOODS</u>	<u>NEXT ACTION</u>	<u>RENEWAL DATE Y/M/D</u>	<u>FILE #</u>
CHINA -----					
DACOR	734884	diving equipment (class 9)		05/03/13	54773
DACOR	731541	clothing - hats, T-shirts (class 25)		05/02/20	54773
DENMARK -----					
DACOR	2245/1980	diving equipment (class 8, 9, 28)		00/06/06	54773
DACOR & Design	2248/1980	diving equipment (class 8, 9, 28)		00/06/06	54769

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RENEWAL
DATE Y/M/D

FILE #

NEXT ACTION

GOODS

REGISTRATION/
SERIAL NO.

REGISTERED
TRADEMARK

EPO						
SPORTSTER (Community TM Application)	480,137		regulators (class 9)	Rec'd Certificate Of Registration.	07/03/07	61410
MILLENIUM (Community TM Application)	984,674		diving equipment and clothing (class 9, 25, 28)	Filed 98/11/12 Awaiting first Action.	Abandoned.	62684
FINLAND						
DACOR	83723		diving equipment (class 8, 9, 28)		03/12/20	54773

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<u>REGISTERED TRADEMARK</u>	<u>REGISTRATION/SERIAL NO.</u>	<u>GOODS</u>	<u>NEXT ACTION</u>	<u>RENEWAL DATE Y/M/D</u>	<u>FILE #</u>
FRANCE					
DACOR & Design	83867	diving equipment (class 8, 9, 28)		03/01/05	54769
DACOR	1,106,543 (orig.) 500,359 (renew)	diving equipment (class 8, 9, 13, 28).		08/12/14	54773
DACOR & Design	1,503,300 (renew) 1,081,493 (orig.) 500,358 (renew) 1,503,299 (renew)	diving equipment (class 9)		08/12/14	54769

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<u>REGISTERED TRADEMARK</u>	<u>REGISTRATION/SERIAL NO.</u>	<u>GOODS</u>	<u>NEXT ACTION</u>	<u>RENEWAL DATE Y/M/D</u>	<u>FILE #</u>
<u>GERMANY</u>					
DACOR	997,783	diving equipment (class 8, 9, 28)		00/03/01	54773
DACOR & Design	999,465	diving equipment (class 9)		00/03/01	54769
<u>GREAT BRITAIN</u>					
DACOR	1,110,325	diving equipment (class 8)		00/03/01	54773(A)
DACOR	1,110,326	diving equipment (class 9)		00/03/01	54773(B)
DACOR	1,110,327	diving equipment (class 28)		00/03/01	54773(C)

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<u>REGISTERED TRADEMARK</u>	<u>REGISTRATION/SERIAL NO.</u>	<u>GOODS</u>	<u>NEXT ACTION</u>	<u>RENEWAL DATE Y/M/D</u>	<u>FILE #</u>
DACOR & Design	1,110,328	diving equipment (class 9)		00/03/01	54769(A)
DACOR & Design	1,110,329	diving equipment (class 28)		00/03/01	54769(B)
GREECE -----					
DACOR	68.567	diving equipment (class 8, 28)		01/04/06	54773
DACOR & Design	68.568	diving equipment (class 28)		01/04/06	54769
HONG KONG -----					
SPLASH	2335/88	diving equipment (class 9)		Abandoned.	54718(A)

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<u>REGISTERED TRADEMARK</u>	<u>REGISTRATION/SERIAL NO.</u>	<u>GOODS</u>	<u>NEXT ACTION</u>	<u>RENEWAL DATE Y/M/D</u>	<u>FILE #</u>
SPLASH	2334/88	equipment bags (class 18)		Abandoned.	54718(B)
ITALY					
DACOR	309.166	diving equipment (class 8, 9, 28)		04/09/20	54773
JAPAN					
[DACOR]	995,852	diving equipment (class 24)	Not registered to Dacor Corp.		54773
SPLASH	47145/1988	equipment bags (class 21)		Abandoned.	54718(A)
SPLASH	2313461	diving equipment (class 23)		01/06/28	54718(B)
SPLASH	47147/1988	diving equipment (class 24)		Abandoned.	54718(C)

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<u>REGISTERED TRADEMARK</u>	<u>REGISTRATION/SERIAL NO.</u>	<u>GOODS</u>	<u>NEXT ACTION</u>	<u>RENEWAL DATE Y/M/D</u>	<u>FILE #</u>
KOREA					
DACOR	260,079	diving machine and implements (class 36)		03/03/25	54773(A)
DACOR	260,565	snorkels, masks, regulators (class 43)		03/04/08	54773(B)
NEW ZEALAND					
DACOR	122,135	diving equipment (class 9)		12/12/22	54773
NORWAY					
DACOR	111,434	diving equipment (class 8, 9)		00/06/24	54773

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<u>REGISTERED TRADEMARK</u>	<u>REGISTRATION/ SERIAL NO.</u>	<u>GOODS</u>	<u>NEXT ACTION</u>	<u>RENEWAL DATE Y/M/D</u>	<u>FILE #</u>
DACOR & Design	112,075	diving equipment (class 9)		02/09/23	54769
PORTUGAL -----					
DACOR	201,234	diving equipment (class 8)	Declaration of Use 01/06/04.	06/06/04	54773(A)
DACOR	201,235	diving equipment (class 28)	Declaration of Use 01/07/03.	06/07/03	54773(B)
DACOR & Design	201,236	diving equipment (class 28)	Declaration of Use 01/07/03.	06/07/03	54769

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<u>REGISTERED TRADEMARK</u>	<u>REGISTRATION/SERIAL NO.</u>	<u>GOODS</u>	<u>NEXT ACTION</u>	<u>RENEWAL DATE Y/M/D</u>	<u>FILE #</u>
<u>SPAIN</u>					
DACOR & Design	893.900	diving equipment (class 28)	Rec'd Confirmation Of Renewal	09/05/21	54769
DACOR	893.901	diving equipment (class 8)	Abandoned.		54773(A)
DACOR	893.902	diving equipment (class 28)	Rec'd Confirmation Of Renewal	09/05/21	54773(B)
<u>SWEDEN</u>					
DACOR	167,946	diving equipment (class 9, 28)	Rec'd Confirmation Of Renewal	09/06/01	54773
DACOR & Design	167,947	diving equipment (class 9, 28)	Rec'd Confirmation Of Renewal	09/06/01	54769

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<u>SWITZERLAND</u>					
DACOR	298,810	diving equipment (class 6, 8, 9, 24, 28)	Rec'd certificate of Renewal	09/01/16	54773
DACOR & Design	298,904	diving equipment (class 6, 9, 24, 25, 28)	Rec'd certificate of Renewal.	09/01/16	54769
<u>TAIWAN</u>					
DACOR & Design	445949	hats and gloves (class 39)	Associate reported filing of the renewal application	99/06/15	54769(A)
DACOR & Design	434923	diving boots (class 41)	" " "	99/03/15	54769(B)

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<u>REGISTERED TRADEMARK</u>	<u>REGISTRATION/SERIAL NO.</u>	<u>GOODS</u>	<u>NEXT ACTION</u>	<u>RENEWAL DATE Y/M/D</u>	<u>FILE #</u>
DACOR & Design	437207	equipment bags (class 43)	" " "	99/03/31	54769(C)
DACOR & Design	435077	air tanks (class 50)	" " "	99/03/15	54769(D)
DACOR & Design	497175	pressure gauges & depth gauges (class 71)	" " "	00/08/31	54769(E)
DACOR & Design	498696	dive computer (class 72)	" " "	00/09/15	54769(F)
DACOR & Design	437676	diving goggles & masks (class 76)	" " "	99/03/31	54769(G)

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<u>REGISTERED TRADEMARK</u>	<u>REGISTRATION/SERIAL NO.</u>	<u>GOODS</u>	<u>NEXT ACTION</u>	<u>RENEWAL DATE Y/M/D</u>	<u>FILE #</u>
DACOR & Design	443491	regulators, suits fins & snorkels (class 78)	" " "	99/05/15	54769(H)
DACOR & Design	448806	underwater lights (class 90)	" " "	99/07/15	54769(I)
DACOR & Design	77-43045	clothing and swimsuits (class 40)		Abandoned.	54769(J)
SPLASH	425454	equipment bags (class 43)		Abandoned.	54718(A)
SPLASH	421201	diving masks (class 76)		Abandoned.	54718(B)
SPLASH	77-1520	regulators, suits swim fins, etc. (class 78)		Abandoned.	54718(C)

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SCHEDULE B

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None

SCHEDULE C

PATENTS

See attached schedule

ISSUED PATENTS - UNITED STATES
DACOR CORPORATION
January 11, 2000

<u>PATENT NO.</u>	<u>ISSUE DATE Y/M/D</u>	<u>TITLE</u>	<u>NEXT ACTION Y/M/D</u>	<u>FILE #</u>
D 288,346	87/02/17	SNORKEL	Expires 01/02/17	
D 290,763	87/07/07	DIVING MASK	Expires 01/07/07	54813
D 302,747	89/08/08	DIVING MASK DESIGN DM65	Expires 03/08/08	54824
D 355,012	95/01/31	SWIMMING FIN (Design)	Expires 09/02/02	57372
D 367,875	96/03/12	DIVING MASK WITH FOUR WINDOWS (QL) (Design)	Expires 10/03/12	60049
D 368,107	96/03/19	DIVING MASK WITH TWO WINDOWS (DL) (Design)	Expires 10/03/19	60161
D 371,566	96/07/09	DIVING MASK (ULTRALITE) (Design)	Expires 10/07/09	60050
4,616,645	86/10/14	DIVING REGULATOR WITH ANTI-FREE-FLOW VANE	Expires 00/10/14	54818

TRADEMARK
REEL: 002188 FRAME: 0824

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<u>FILE #</u>	<u>NEXT ACTION</u> <u>Y/M/D</u>	<u>TITLE</u>	<u>ISSUE DATE</u> Y/M/D	<u>PATENT NO.</u>
54815	Expires 04/05/12	MOUTHPIECE	87/05/12	4,664,109
54814	3rd maintenance fee due 00/11/30	SELF-DRAINING SNORKEL	89/05/30	4,834,084
54965	3rd maintenance fee due 04/09/24	PRESSURE REGULATOR FOR UNDERWATER BREATHING APPARATUS (RELIEF VALVE)	92/03/24	5,097,860
54819	2nd maintenance fee due 00/07/05	PRESSURE REGULATOR FOR UNDERWATER BREATHING SYSTEM (MODULAR CONSTRUCTION)	93/01/05	5,176,169
54044	2nd maintenance fee due 00/10/06	MODULAR SNORKEL	93/04/06	5,199,422
55869	2nd maintenance fee due 00/12/29	BREATHING REGULATOR HAVING AIR INJECTOR FEATURE	93/06/29	5,222,490
55283	2nd maintenance fee due 01/02/10	SECOND STAGE REGULATOR HOSE WITH BUILT-IN CONE ADJUSTING TOOL	93/08/10	5,233,976

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<u>PATENT NO.</u>	<u>ISSUE DATE Y/M/D</u>	<u>TITLE</u>	<u>NEXT ACTION Y/M/D</u>	<u>FILE #</u>
5,265,591	93/11/30	MASK STRAP RETAINER CLIP FOR THREADED SNORKEL TUBE	2nd maintenance fee due 01/05/30	55370
5,313,712	94/05/24	SCUBA DIVING INSTRUMENT CONSOLE HAVING SWIVELLING COMPASS ASSEMBLY	2nd maintenance fee due 01/11/24	58116
5,457,284	95/10/10	INTERACTIVE DIVE COMPUTER	2nd maintenance fee due 03/04/10	54392
5,529,057	96/06/25	SNORKEL SPLASH PROTECTOR	1st maintenance fee due 00/12/25	60647
5,522,679	96/06/04	BUOYANCY COMPENSATOR HAVING ATTACHED BACKPACK	1st maintenance fee due 00/12/04	56655
5,630,775	97/05/20	KICK STROKE SIMULATOR	1st maintenance fee due 00/11/20	60352
5,657,493	97/08/19	DIVING MASK WITH QUICK RELEASE STRAP ATTACHMENT	1st maintenance fee due 01/02/19	61001
5,683,279	97/11/04	MULTI-PART DIVING FIN	1st maintenance fee due 01/05/04	60707

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FILE #

61882

NEXT ACTION
Y/M/D

1st maintenance fee
due 03/03/21

TITLE

TORSO WARMER FOR A
BUOYANCY COMPENSATOR

ISSUE DATE Y/M/D

99/09/21

PATENT NO.

5,953,750

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Patents & Patent Applications

Foreign

PATENTS AND PATENT APPLICATIONS - FOREIGN
 DACOR CORPORATION
 January 11, 2000

FILE #

NEXT ACTION
 Y/M/D

TITLE

ISSUE DATE Y/M/D

PATENT NO.

PATENT NO.	ISSUE DATE Y/M/D	TITLE	NEXT ACTION Y/M/D	FILE #
CANADA -----				
2,078,186	94/11/01	PRESSURE REGULATOR FOR UNDERWATER BREATHING SYSTEM (MODULAR CONSTRUCTION)	Annuity due 00/09/14 Awaiting for confirmation of renewal. Expires 12/09/14	54819
2,094,094	95/10/24	SECOND STAGE REGULATOR HOSE WITH BUILT-IN CONE ADJUSTING TOOL	Annuity Due 00/04/15 Awaiting for confirmation of renewal. Expires 13/04/15	55283
2,150,505	98/12/08	BUOYANCY COMPENSATOR HAVING ATTACHED BACKPACK	Expires 15/05/30	56655
2,259,087	filing date 99/01/15	TORSO WARMER FOR A BUOYANCY COMPENSATOR		61882

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FILE #

NEXT ACTION
Y/M/D

TITLE

ISSUE DATE Y/M/D

PATENT NO.

EPO (designating all member countries)

61882

Request for Examination
06/01/22

TORSO WARMER FOR A
BUOYANCY COMPENSATOR

filing date
99/01/22

99 400 143.6

FRANCE

56655

Annuity due 00/06/30.
Expires 15/06/02.

BUOYANCY COMPENSATOR
HAVING ATTACHED BACKPACK

97/08/22

95 06572

Annuity due 00/06/30.
(Awaiting for confirmation of renewal)

DIVING MASK WITH QUICK
RELEASE STRAP ATTACHMENT

filing date
95/06/08

95 06775

60048

54045

Annuity due 00/09/24.

BREATHING REGULATOR HAVING
AIR INJECTOR FEATURE

96/11/13

0 534 741

55283

Annuity due 00/04/21.

SECOND STAGE REGULATOR
HOSE WITH BUILT-IN CONE
ADJUSTING TOOL

96/08/14

0 568 263

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FILE #

NEXT ACTION
Y/M/D

TITLE

ISSUE DATE Y/M/D

PATENT NO.

GERMANY

60048

Application published.
Request for Examination
due no later than
02/06/08. Annuity
due 00/06/30.
(Awaiting for confirmation of renewal)

DIVING MASK WITH QUICK
RELEASE STRAP ATTACHMENT

filing date
95/06/08

P19520981.8

55283

Annuity due 00/04/21.

SECOND STAGE REGULATOR
HOSE WITH BUILT-IN CONE
ADJUSTING TOOL

96/08/14

0 568 263

ITALY

54818

Annuity due 00/08/31.
(Awaiting for confirmation of renewal).
Expires 05/08/01.

DIVING REGULATOR WITH ANTI-
FREE-FLOW VANE

87/10/28

1,184,801

56655

Annuity due 00/06/01.
Expires 15/06/01.

BUOYANCY COMPENSATOR
HAVING ATTACHED BACKPACK

97/08/05

1275292

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FILE #

NEXT ACTION
Y/M/D

TITLE

ISSUE DATE Y/M/D

PATENT NO.

60048

Annuity due 00/06/06.
Expires 15/06/06.

DIVING MASK WITH QUICK
RELEASE STRAP ATTACHMENT

97/08/05

1275319

54045

Awaiting first Action.
Annuity due 00/09/24.
Expires 12/09/24.

BREATHING REGULATOR HAVING
AIR INJECTOR FEATURE

96/11/13

0 534 741

55283

Annuity due 00/04/21.
Expires 13/04/21.

SECOND STAGE REGULATOR
HOSE WITH BUILT-IN CONE
ADJUSTING TOOL

96/08/14

0 568 263

54818

Annuity due 00/08/23.
(Awaiting for confirmation of renewal).
Expires 05/08/26.

DIVING REGULATOR WITH ANTI-
FREE-FLOW VANE

94/07/07

185435885

54045

Annuity due 01/04/03.
Expires 12/09/26.

BREATHING REGULATOR HAVING
AIR INJECTOR FEATURE

98/04/03

2764779

55283

Request for Examination
due 00/04/26.

SECOND STAGE REGULATOR
HOSE WITH BUILT-IN CONE
ADJUSTING TOOL

filing date
93/04/26

5-133802

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TRADEMARK

REEL: 002188 FRAME: 0832

<u>PATENT NO.</u>	<u>ISSUE DATE Y/M/D</u>	<u>TITLE</u>	<u>NEXT ACTION Y/M/D</u>	<u>FILE #</u>
7-136516	filing date 95/06/02	BUOYANCY COMPENSATOR HAVING ATTACHED BACKPACK	Application laid open for public inspection. Request for Examination due 02/05/31.	56655
175332/1995	filing date 95/06/08	DIVING MASK WITH QUICK RELEASE STRAP ATTACHMENT	Application laid open for public inspection. Request for Examination Due 02/06/08.	60048
14320/1999	filing date 99/01/22	TORSO WARMER FOR A BUOYANCY COMPENSATOR		61882
NEW ZEALAND -----				
333,850	99/01/18	TORSO WARMER FOR A BUOYANCY COMPENSATOR	Annuity Due 03/01/18 Expires 19/01/18	61882
TAIWAN -----				
ND 042802	_____	SWIMMING FIN	Annuity due 00/10/10. (Awaiting for confirmation of renewal).	57372

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FILE #

NEXT ACTION
Y/M/D

TITLE

ISSUE DATE Y/M/D

PATENT NO.

60707

Application being Examined.
Awaiting first Action.

MULTI-PART DIVING FIN

filing date
97/01/29

86100978

61882

TORSO WARMER FOR A
BUOYANCY COMPENSATOR

filing date
99/01/15

88100543

UNITED KINGDOM

54045

Awaiting first Action
Annuity due 00/09/24.

BREATHING REGULATOR HAVING
AIR INJECTOR FEATURE

96/11/13

0 534 741

55283

Annuity due 00/04/21.

SECOND STAGE REGULATOR
HOSE WITH BUILT-IN CONE
ADJUSTING TOOL

96/08/14

0 568 263

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Patent Applications

United States

PATENT APPLICATIONS - UNITED STATES
DACOR CORPORATION
January 11, 2000

<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>TITLE</u>	<u>NEXT ACTION</u> <u>Y/M/D</u>	<u>FILE #</u>
09/039,070	98/03/13	TORSO-CONFORMING RELEASABLE DIVER'S WEIGHT POUCH	Application allowed. Issue Fee Due 00/02/08.	62194
09/229,107	99/01/12	PROGRAMMABLE DIVE COMPUTER	Awaiting 1st Action.	62657

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SCHEDULE E

LITIGATION

ASSIGNMENT OF INTELLECTUAL PROPERTY COLLATERAL

ASSIGNMENT OF INTELLECTUAL PROPERTY COLLATERAL AGREEMENT made this [_____] day of [_____] , 200__ (this "*Assignment*"), by and between **DACOR CORPORATION** an Illinois corporation (the "*Assignor*"), and **FLEET CAPITAL CORPORATION** as collateral and administrative agent (the "*Agent*") for the benefit of itself and the Lenders (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, Assignor and the Agent are parties to the Loan and Security Agreement dated as of April __, 2000 (as at any time amended, the "*Loan Agreement*") and the Intellectual Property Security Agreement dated April __, 2000 (the "*Security Agreement*") which provides that upon the occurrence of certain events specified therein Assignor and the Agent shall execute this Assignment; and

WHEREAS, the aforementioned events have occurred;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. **Incorporation.** This Assignment is made pursuant to and subject to the terms of the Loan Agreement and the Security Agreement, each of which is deemed incorporated herein by this reference and shall constitute part of this Assignment as if fully set forth herein.

2. **Assignment.** Assignor hereby conveys, sells, assigns, transfers and sets over to the Agent all of Assignor's entire right, title and interest in and to the [Intellectual Property Collateral (as defined in the Security Agreement)] [Trademarks/Patents/Copyrights identified on Schedule A hereto].

3. **Notices.** All notices hereunder to the parties hereto shall be made in the manner and to the addresses specified in the Security Agreement.

4. **Further Instruments.** The parties agree to promptly execute and deliver all further instruments necessary or desirable to carry out the purposes of this Agreement.

5. **Schedules.** The terms and conditions of the Schedules referred to herein are incorporated herein by this reference and shall constitute part of this Assignment as if fully set forth herein.

6. **Headings.** The headings in this Assignment are for purposes of reference only and shall not in any way limit or otherwise affect the meaning or interpretation of any of the terms hereof.

ASSIGNMENT OF INTELLECTUAL PROPERTY COLLATERAL

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

DACOR CORPORATION
("Assignor")

By: _____

Title: _____

FLEET CAPITAL CORPORATION, as Agent
("Agent")

By: _____

Title: _____

ASSIGNMENT OF INTELLECTUAL PROPERTY COLLATERAL

TRADEMARK
REEL: 002188 FRAME: 0839

STATE OF)
)
) ss.:
COUNTY OF)

On this [] day of [], 2000, before me came []
[], to me known to be an officer of **DACOR CORPORATION**, the company
described in and which executed the above instrument, and duly acknowledged that he executed the same.

NOTARY PUBLIC

[NOTARIAL SEAL]

STATE OF)
)
) ss.:
COUNTY OF)

On this [] day of [], 2000, before me came []
[], to me known to be an officer of **FLEET CAPITAL CORPORATION**,
the company described in and which executed the above instrument, and duly acknowledged that he
executed the same.

NOTARY PUBLIC

[NOTARIAL SEAL]