

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

02-20-2002

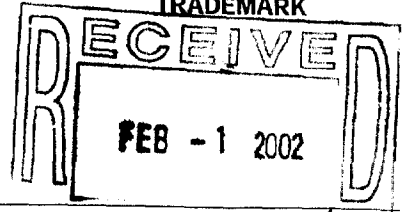
U.S. Department of Commerce
Patent and Trademark Office

TRADEMARK



101986507

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



2.102

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
Effective Date
Month Day Year
- Merger
- 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/AKA/TA

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

02/19/2002 LMIJELLER 00000112 243746

FOR OFFICE USE ONLY

01 IC:481 40.00 DP
02 IC:482 325.00 DP

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: 002445 FRAME: 0663

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="243,746"/>	<input type="text" value="501,465"/>	<input type="text" value="501,980"/>
<input type="text" value="501,057"/>	<input type="text" value="501,774"/>	<input type="text" value="722,493"/>
<input type="text" value="501,162"/>	<input type="text" value="501,776"/>	<input type="text" value="856,635"/>

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:

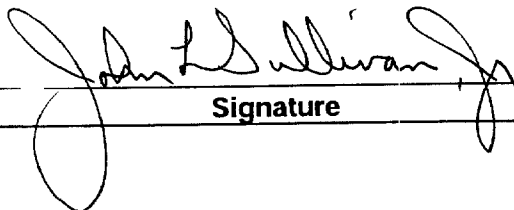
Yes

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.

John L. Sullivan, Jr.



1/10/02

Name of Person Signing

Signature

Date Signed

SCHEDULE "A"

Mark	Registration No.	Registered
42	1,490,317	5-31-88
OMNI	1,506,065	9-27-88
ROBIN	1,490,316	5-31-88
ZEPHYR	964,535	7-24-73
STRIP-ZIP	1,348,173	7-9-85

AMENDED AND RESTATED GUARANTY

1. Guaranty of Payment. For value received and in consideration of any loan or other financial accommodation heretofore or hereafter at any time made or granted to TALON, INC. (hereinafter called the "Debtor") by CONTINENTAL BANK N.A. (hereinafter, together with its successors and assigns, called the "Bank"), 231 South LaSalle Street, Chicago, Illinois 60697, the undersigned hereby unconditionally guarantees the full and prompt payment when due, whether by acceleration or otherwise, and at all times thereafter, of all obligations of the Debtor to the Bank, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, or now or hereafter existing, or due or to become due (all such obligations, together with any extensions or renewals thereof, being hereinafter collectively called the "Liabilities"), and the undersigned further agree(s) to pay all expenses (including attorneys' and legal assistants' fees (which attorneys and legal assistants may be employees of the Bank) and legal expenses) paid or incurred by the Bank in endeavoring to collect the Liabilities, or any part thereof, and in enforcing this guaranty. The right of recovery against the undersigned under this guaranty is, however, limited to the amount of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00), plus (a) interest on such amount and (b) all expenses of enforcing this guaranty.

2. Acceleration of the Time of Payment of Amount Payable Under Guaranty. The undersigned agrees that, in the event of the death, incompetency, dissolution or insolvency of the Debtor or such undersigned, or the inability of the Debtor or such undersigned to pay debts as they mature, or an assignment by the Debtor or such undersigned for the benefit of creditors, or the institution of any proceeding by or against the Debtor or such undersigned alleging that the Debtor or such undersigned is insolvent or unable to pay debts as they mature, and if such event shall occur at a time when any of the Liabilities may not then be due and payable, such undersigned will pay to the Bank forthwith the full amount which would be payable hereunder by such undersigned if all of the Liabilities were then due and payable.

3. Security Interest in Deposits and Other Property. To secure all obligations of the undersigned hereunder, the Bank shall have a lien upon and security interest in (and may, without demand or notice of any kind, at any time and from time to time when any amount shall be due and payable by such undersigned hereunder, appropriate and apply toward the payment of such amount, in such order of application as the Bank may elect) any and all balances, credits, deposits (general or special, time or demand, provisional or final), accounts or moneys of or in the name of such undersigned now or hereafter

with the Bank and any and all property of every kind or description of or in the name of such undersigned now or hereafter, for any reason or purpose whatsoever, in the possession or control of, or in transit to, the Bank or any agent or bailee for the Bank. All obligations of the undersigned hereunder shall also be secured by any and all other property in which the Bank now or hereafter has a lien or security interest and which may be or become collateral for the payment of such obligations by reason of the general description of secured obligations contained in the security agreement or other agreement or instrument creating such lien or security interest.

4. Continuing Guaranty. This guaranty shall in all respects be a continuing, absolute and unconditional guaranty, and shall remain in full force and effect (notwithstanding, without limitation, the death, incompetency or dissolution of the undersigned or that at any time or from time to time all of the Liabilities may have been paid in full), subject to discontinuance as to the undersigned only upon actual receipt by the Bank of written notice from such undersigned, or any person duly authorized and acting on behalf of such undersigned, of the discontinuance hereof as to such undersigned; provided, however, that no such notice of discontinuance shall affect or impair any of the agreements and obligations of such undersigned hereunder with respect to any and all Liabilities existing prior to the time of actual receipt of such notice by the Bank, any and all Liabilities created or acquired thereafter pursuant to any previous commitments made by the Bank, any and all extensions or renewals of any of the foregoing, any and all interest on any of the foregoing, and any and all expenses paid or incurred by the Bank in endeavoring to collect any of the foregoing and in enforcing this guaranty against such undersigned; and all of the agreements and obligations of such undersigned under this guaranty shall, notwithstanding any such notice of discontinuance, remain fully in effect until all such Liabilities (including any extensions or renewals of any thereof) and all such interest and expenses shall have been paid in full.

5. Rescission or Return of Payment on Liabilities. The undersigned further agrees that, if at any time all or any part of any payment theretofore applied by the Bank to any of the Liabilities is or must be rescinded or returned by the Bank for any reason whatsoever (including, without limitation, the insolvency, bankruptcy or reorganization of the Debtor), such Liabilities shall, for the purposes of this guaranty, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Bank, and this guaranty shall continue to be

effective or be reinstated, as the case may be, as to such Liabilities, all as though such application by the Bank had not been made.

6. Bank Permitted to Take Certain Actions. The Bank may, from time to time (but shall not be obligated to), whether before or after any discontinuance of this guaranty, at its sole discretion and without notice to the undersigned, take any or all of the following actions: (a) retain or obtain a security interest in any property to secure any of the Liabilities or any obligation hereunder; (b) retain or obtain the primary or secondary obligation of any obligor or obligors, in addition to the undersigned, with respect to any of the Liabilities; (c) extend or renew for one or more periods (whether or not longer than the original period), alter or exchange any of the Liabilities, or release or compromise any obligation of the undersigned hereunder or any obligation of any nature of any other obligor with respect to any of the Liabilities; (d) release its security interest in, or surrender, release or permit any substitution or exchange for, all or any part of any property securing any of the Liabilities or any obligation hereunder, or extend or renew for one or more periods (whether or not longer than the original period) or release, compromise, alter or exchange any obligations of any nature of any obligor with respect to any such property; and (e) resort to the undersigned for payment of any of the Liabilities, whether or not the Bank (i) shall have resorted to any property securing any of the Liabilities or any obligation hereunder or (ii) shall have proceeded against any other obligor primarily or secondarily obligated with respect to any of the Liabilities (all of the actions referred to in preceding clauses (i) and (ii) being hereby waived by the undersigned).

7. Application of Payments. Any amounts received by the Bank from whatsoever source on account of the Liabilities may be applied by it toward the payment of such of the Liabilities, and in such order of application, as the Bank may from time to time elect.

8. Waiver of Subrogation and Other Rights. The undersigned waives any claim or other right which the undersigned may now have or hereafter acquire against the Debtor or any other obligor primarily or secondarily obligated with respect to any of the Liabilities that arises from the existence or performance of the obligations of the undersigned under this guaranty, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, indemnification or any right to participate in any claim or remedy of the Bank against the Debtor or any property securing any of the Liabilities, which the Bank now has or hereafter acquires, whether or not such claim, right or remedy arises in equity or under contract, statute or common law. The provisions

of this paragraph are for the express benefit of the Debtor and each other obligor primarily or secondarily obligated with respect to any of the Liabilities as well as the Bank and may be enforced independently by the Debtor and each such other obligor.

9. Waiver of Notice and Other Matters. The undersigned waives: (a) notice of the acceptance by the Bank of this guaranty; (b) notice of the existence or creation or non-payment of all or any of the Liabilities; (c) presentment, demand, notice of dishonor, protest, and all other notices whatsoever; and (d) all diligence in collection or protection of or realization upon the Liabilities or any thereof, any obligation hereunder, or any security for or guaranty of any of the foregoing.

10. Additional Liabilities of the Debtor Authorized. The creation or existence from time to time of Liabilities in excess of the amount to which the right of recovery under this guaranty is limited is hereby authorized, without notice to the undersigned, and shall in no way affect or impair the rights of the Bank and the obligations of the undersigned under this guaranty.

11. Assignment of Liabilities. The Bank may from time to time, whether before or after any discontinuance of this guaranty, without notice to the undersigned, assign or transfer any or all of the Liabilities or any interest therein; and, notwithstanding any such assignment or transfer or any subsequent assignment or transfer thereof, such Liabilities shall be and remain Liabilities for the purposes of this guaranty, and each and every immediate and successive assignee or transferee of any of the Liabilities or of any interest therein shall, to the extent of the interest of such assignee or transferee in the Liabilities, be entitled to the benefits of this guaranty to the same extent as if such assignee or transferee were the Bank; provided, however, that, unless the Bank shall otherwise consent in writing, the Bank shall have an unimpaired right, prior and superior to that of any such assignee or transferee, to enforce this guaranty, for the benefit of the Bank, as to those of the Liabilities which the Bank has not assigned or transferred.

12. Information Concerning Debtor; No Reliance on Representations by Bank. The undersigned warrants to the Bank that the undersigned now has and will continue to have independent means of obtaining information concerning the affairs, financial condition and business of the Debtor. The Bank shall not have any duty or responsibility to provide the undersigned with any credit or other information concerning the affairs, financial condition or business of the Debtor which may come into the Bank's possession. The undersigned has executed and delivered this guaranty without reliance upon any

representation by the Bank with respect to (a) the due execution, validity, effectiveness or enforceability of any instrument, document or agreement evidencing or relating to any of the Liabilities or any loan or other financial accommodation made or granted to the Debtor; (b) the validity, genuineness, enforceability, existence, value or sufficiency of any property securing any of the Liabilities or the creation, perfection or priority of any lien or security interest in such property; or (c) the existence, number, financial condition or creditworthiness of other guarantors or sureties with respect to any of the Liabilities.

13. Waiver and Modifications. No delay on the part of the Bank in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Bank of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy; nor shall any modification or waiver of any of the provisions of this guaranty be binding upon the Bank except as expressly set forth in a writing duly signed and delivered on behalf of the Bank.

14. Obligations Under Guaranty. No action of the Bank permitted hereunder shall in any way affect or impair the rights of the Bank and the obligations of the undersigned under this guaranty. For the purposes of this guaranty, Liabilities shall include all obligations of the Debtor to the Bank, notwithstanding any right or power of the Debtor or anyone else to assert any claim or defense as to the invalidity or unenforceability of any such obligation, and no such claim or defense shall affect or impair the obligations of the undersigned hereunder. The obligations of the undersigned under this guaranty shall be absolute and unconditional irrespective of any circumstance whatsoever which might constitute a legal or equitable discharge or defense of the undersigned. The undersigned acknowledges that there are no conditions to the effectiveness of this guaranty.

15. Successors. This guaranty shall be binding upon the undersigned, and upon the heirs, legal representatives, successors and assigns of the undersigned) and all references herein to the Debtor shall be deemed to include any successor or successors, whether immediate or remote, to such corporation.

16. Law. THIS GUARANTY HAS BEEN DELIVERED AT CHICAGO, ILLINOIS, AND SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS.

17. Severability. Wherever possible, each provision of this guaranty shall be interpreted in such manner as to be

effective and valid under applicable law, but if any provision of this guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this guaranty.

18. Captions. Section captions used in this guaranty are for convenience only, and shall not affect the construction of this guaranty.

19. Amended and Restated Guaranty. This guaranty is an amendment and restatement of that certain Guaranty of the undersigned dated August 27, 1986 as supplemented by a Supplement A to Guaranty dated August 27, 1986 in favor of the Bank with respect to the obligations of the Debtor to the Bank and is delivered in substitution and replacement thereof.

20. Waiver of Jury Trial. THE UNDERSIGNED WAIVES, AND, BY ACCEPTING THIS GUARANTY, THE BANK SHALL BE DEEMED TO WAIVE, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (A) UNDER THIS GUARANTY OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR (B) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS GUARANTY, AND THE UNDERSIGNED AGREES, AND, BY ACCEPTING THIS GUARANTY, THE BANK SHALL BE DEEMED TO AGREE, THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

SIGNED AND DELIVERED as of the 14th day of January, 1991.

1542 Quayside Terrace N.E.
Miami, Florida 33138

ADDRESS

[Handwritten signature]
SAMUEL B. ROBINSON
CANCELLED ←

AGREEMENT OF THE BANK

By: *[Handwritten signature]*
Vice President 11/18/91

The Bank agrees to release this guaranty:

(a) after December 31, 1991 if all of the following conditions are satisfied:

(i) the sum of

(A) the Fixed Asset Availability (as defined in the Loan and Security Agreement dated as of August 27, 1986 between the Bank and Debtor, as previously amended and as it may be further amended, modified or supplemented from time to time (the "Loan Agreement"), plus

(B) the Opti Availability (as defined in the Loan Agreement), plus

(C) the outstanding principal balance of all Leased Property Loans (as defined in the Loan Agreement), plus

(D) the outstanding principal balance of all New Equipment Loans (as defined in the Loan Agreement),

shall have been permanently reduced to an amount not more than \$6,000,000, and after giving effect to such reduction, Debtor shall be in compliance with Section 2.1 of Supplement A to the Loan Agreement; and

(ii) the Bank shall not have demanded payment of the Loans (as defined in the Loan Agreement) or commenced to liquidate the Collateral (as defined in the Loan Agreement) or notified Debtor of the Bank's intention to do either thereof, and

(iii) the Bank shall not have notified Debtor of the Bank's intention to cease making further Loans or of the existence of an Event of Default (as defined in the Loan Agreement), and

(iv) no event shall have occurred, or condition shall exist, which, with the giving of notice or passage of time; or both, shall give rise to an Event of Default; or

(b) following the death of the undersigned, upon receipt by the Bank of at least \$1,500,000 as proceeds of the insurance policy(ies) assigned to the Bank pursuant to the terms of the Loan Agreement.

Agreed to as of the 14th day of January, 1991.

CONTINENTAL BANK N.A.

By: Edmund A. Hall
Title: V.P.



NOTE

at any time made or granted to CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO (hereinafter called the "Debtor") by TALON, INC. (hereinafter called the "Bank"), the undersigned hereby unconditionally guarantees (a) the full and prompt payment when due, whether by acceleration or otherwise, and at all times thereafter, of all obligations of the Debtor to the Bank, hereinafter created, arising or evidenced, whether direct or indirect, absolute or contingent, or now or hereafter existing, or due or to become due (all such obligations being hereinafter collectively called the "Liabilities"), and the undersigned further agrees to pay all expenses (including attorneys' fees and legal expenses) paid or incurred by the Bank in endeavoring to collect the Liabilities, or any part thereof, and in enforcing this guaranty. The right of recovery against the undersigned under this guaranty is, however, limited to the amount of TWO MILLION Dollars (\$2,000,000), plus interest on such amount and plus all expenses of enforcing this guaranty.

Each of the undersigned agrees that, in the event of the death, incompetency, dissolution or insolvency of the Debtor or such undersigned, or the inability of the Debtor or such undersigned to pay debts as they mature, or an assignment by the Debtor or such undersigned for the benefit of creditors, or the institution of any proceeding by or against the Debtor or such undersigned alleging that the Debtor or such undersigned is insolvent or unable to pay debts as they mature, and if such event shall occur at a time when any of the Liabilities may not then be due and payable, such undersigned will pay to the Bank forthwith the full amount which would be payable hereunder by such undersigned if all Liabilities were then due and payable.

To secure all obligations of each of the undersigned hereunder, the Bank shall have a lien upon and security interest in (and may, without demand or notice of any kind, at any time and from time to time when any amount shall be due and payable by such undersigned hereunder, appropriate and apply toward the payment of such amount, in such order of application as the Bank may elect) any and all balances, credits, deposits, accounts or moneys of or in the name of such undersigned now or hereafter with the Bank and any and all property of every kind or description of or in the name of such undersigned now or hereafter, for any reason or purpose whatsoever, in the possession or control of, or in transit to, the Bank or any agent or bailee for the Bank.

This guaranty shall in all respects be a continuing, absolute and unconditional guaranty, and shall remain in full force and effect notwithstanding, without limitation, the death, incompetency or dissolution of any of the undersigned or that at any time or from time to time all Liabilities may have been paid in full, subject to discontinuance as to any of the undersigned only upon actual receipt by the Bank of written notice from such undersigned, or any person duly authorized and acting on behalf of such undersigned, of the discontinuance hereof as to such undersigned; provided, however, that no such notice of discontinuance shall affect or impair any of the agreements and obligations of such undersigned hereunder with respect to any and all Liabilities existing prior to the time of actual receipt of such notice by the Bank, any and all Liabilities created or acquired thereafter pursuant to any previous commitments made by the Bank, any and all extensions or renewals of any of the foregoing, any and all interest on any of the Liabilities, and any and all expenses paid or incurred by the Bank in endeavoring to collect any of the foregoing and to enforce the obligations of such undersigned; and all of the agreements and obligations of such undersigned under this guaranty shall survive the death, incompetency or dissolution of any of the undersigned, and all of the Liabilities (including any extension or renewal of any of the Liabilities) shall not be affected or impaired by such notice of discontinuance, and shall not affect or impair the obligations hereunder of any other of the undersigned.

The undersigned further agrees that, if at any time or from time to time any part of any payment heretofore applied by the Bank to any of the Liabilities is or must be reinstated or returned by the Debtor or any person on its behalf for any reason whatsoever (including, without limitation, the insolvency, bankruptcy or reorganization of the Debtor), such Liabilities shall, for the purposes of this guaranty, to the extent that such payment is or must be reinstated or returned, be deemed to have continued in existence, notwithstanding such application by the Bank, and this guaranty shall continue to be effective or be reinstated, as the case may be, as to such Liabilities, all as though such application by the Bank had not been made.

The Bank may, from time to time, whether before or after any discontinuance of this guaranty, at its sole discretion and without notice to the undersigned (or any of them), less any or all of the following: (a) retain or obtain a security interest in any property or to secure any of the Liabilities or any obligation hereunder; (b) retain or obtain the primary or secondary obligation of any obligor or obligors, in addition to the undersigned, with respect to any of the Liabilities; (c) extend or renew for one or more periods (which may be longer than the original period), alter or exchange any of the Liabilities, or release or compromise the obligation of any of the undersigned hereunder or any obligation of any other obligor with respect to any of the Liabilities; (d) release its security interest in, or surrender, release or permit any substitution or exchange for, all or any part of any property securing any of the Liabilities or any obligation hereunder, or extend or renew for one or more periods (which may be longer than the original period) or release, compromise, alter or exchange any obligation of any obligor with respect to any such property; and (e) resort to the undersigned (or any of them) for payment of any of the Liabilities, whether or not the Bank shall have resorted to any property securing any of the Liabilities or any obligation hereunder or shall have proceeded against any other of the undersigned or any other obligor primarily or secondarily obligated with respect to any of the Liabilities.

Any amounts received by the Bank from whatever source on account of the Liabilities may be applied by it toward the payment of such of the Liabilities, and in such order of application, as the Bank may from time to time elect; and notwithstanding any payments made by or for the account of the undersigned pursuant to this guaranty, the undersigned shall not be subrogated to any rights of the Bank until such time as this guaranty shall have been discontinued as to all of the undersigned and the Bank shall have received payment of the full amount of all Liabilities and of all obligations of the undersigned hereunder.

The undersigned hereby expressly waives: (a) notice of the existence or creation or non-payment of all or any of the Liabilities; (b) presentment, demand, notice of dishonor, protest, and all other notices whatsoever; and (c) all diligence in collection or protection of or realization upon the Liabilities or any thereof, any obligation hereunder, or any security for or guaranty of any of the foregoing.

The creation or existence from time to time of Liabilities in excess of the amount to which the right of recovery under this guaranty is limited is hereby authorized, without notice to the undersigned (or any of them), and shall in no way affect or impair the rights of the Bank and the obligation of the undersigned under this guaranty.

The Bank may, from time to time, whether before or after any discontinuance of this guaranty, without notice to the undersigned (or any of them), assign or transfer any or all of the Liabilities or any interest therein; and, notwithstanding any such assignment or transfer (or any of them), assign or transfer any or all of the Liabilities or any interest therein; and, notwithstanding any such assignment or transfer, each Liabilities shall be and remain Liabilities for the purposes of this guaranty, and each and every immediate and successive assignee or transferee of any of the Liabilities or of any interest therein shall, to the extent of the interest of such assignee or transferee in the Liabilities, be entitled to the benefits of this guaranty to the same extent as if such assignee or transferee were the Bank; provided, however, that, unless the Bank shall otherwise consent in writing, the Bank shall have an unimpaired right, prior and superior to that of any such assignee or transferee, to enforce this guaranty, for the benefit of the Bank, as to those of the Liabilities which the Bank has not assigned or transferred.

No delay on the part of the Bank in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Bank of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy; and no shall any modification or waiver of any of the provisions of this guaranty be binding upon the Bank except as expressly set forth in a writing duly signed and delivered on behalf of the Bank. No action of the Bank permitted hereunder shall in any way affect or modify the rights of the Bank and the obligations of the undersigned under this guaranty. For the purposes of this guaranty, Liabilities shall include all obligations of the Debtor to the Bank, notwithstanding any right or power of the Debtor or anyone else to assert any claim or defense as to the liability or responsibility of any such obligation, and no such claim or defense shall affect or impair the obligations of the undersigned hereunder.

This guaranty shall be binding upon the undersigned, and upon the heirs, legal representatives, successors and assigns of the undersigned; and to the extent that the Debtor or any of the undersigned is either a partnership or a corporation, all references herein to the Debtor and to the undersigned, respectively, shall be deemed to include any successor or successors, whether immediate or remote, in such partnership or corporation, if more than one party shall execute this guaranty, the term "undersigned" as used herein shall mean all parties executing this guaranty and each of them, and all such parties shall be jointly and severally obligated hereunder.

This guaranty has been delivered at Chicago, Illinois, and shall be construed in accordance with and governed by the laws of the State of Illinois. Whenever possible such provision of this guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this guaranty shall be prohibited by or treated under such law, such provision shall be inoperative to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this guaranty.

SIGNED AND DELIVERED this 21st day of February 1971 by STAN BRADSHAW JR. MIRIAM BLOCH, FIA. By: [Signature] BINSOR Vice President 11/18/71

CANCELLED

See additional provisions on Supplement A hereto.