

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RBS Citizens, N.A.		03/29/2010	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Computer Corporation of America		
Street Address:	200 West Street		
Internal Address:	3rd Floor West		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1352564	MODEL 204	
Registration Number:	1352565	204	
Registration Number:	1236128	ACCOLADE	
Registration Number:	1356296	IMAGINE	
Registration Number:	1241604	ACCOLADE	
CORRESPONDENCE DATA			
Fax Number:	(617)345-3299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(617) 345-3000		
Email:	mschepper@burnslev.com		
Correspondent Name:	Marlo M. Schepper		
Address Line 1:	Burns & Levinson LLP		
Address Line 2:	125 Summer Street		
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CH \$140.00 1352564

ATTORNEY DOCKET NUMBER:	33801-1
NAME OF SUBMITTER:	Marlo M. Schepper
Signature:	/Marlo M. Schepper/
Date:	03/29/2010

Total Attachments: 24

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RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of March 29, 2010 by RBS Citizens, N.A. (successor in interest to Citizens Bank of Massachusetts) ("Citizens").

WHEREAS, State Street Bank and Trust Company ("State Street") and **Computer Corporation of America**, a Massachusetts corporation ("Grantor"), entered into that certain Trademark Security Agreement, dated as of May 17, 1991, (the "Collateral Assignment of Intellectual Property Rights"), a copy of which is attached as Exhibit A hereto;

WHEREAS, the Collateral Assignment of Intellectual Property Rights granted State Street a security interest in, among other things, certain trademarks, trade names, trademark registrations, service marks, trade styles, terms, designs and trademark applications as set forth therein ("CCA Trademarks") as security for certain obligations of Grantor to State Street (the "Obligations");

WHEREAS, State Street recorded the Collateral Assignment of Intellectual Property Rights on May 17, 1991 at Reel 0891, Frame 0183 in the United States Patent and Trademark Office to perfect its security interest in the Grantor's trademarks;

WHEREAS, in 1999 Citizens acquired certain assets including all of State Street's residual interests in the obligations and recorded interest in the Grantor's trademarks through a Purchase of Assets and Liability Assumption Agreement dated as of May 6, 1999, a copy of the pertinent portions of which is attached as Exhibit B hereto; and


WHEREAS, Grantor has satisfied all of the Obligations and has requested that Citizens, as successor in interest to State Street, release its security interests in the CCA Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Citizens fully releases, confirms termination and terminates its security interests in and liens on the CCA Trademarks, and further agrees, at the sole cost and expense of Grantor, to perform all acts reasonably requested by Grantor to effect and confirm the release and termination of all security interests and liens in the CCA Trademarks acquired by Citizens from State Street.

[Signature page follows]

IN WITNESS WHEREOF, Citizens has caused this Release of Trademarks to be duly executed as of the day and year first above written.

RBS CITIZENS, N.A. (successor in interest to
CITIZENS BANK OF MASSACHUSETTS)

By: 
Name: VICTORIA P. LAZZELL
Title: SENIOR VICE PRESIDENT

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EXHIBIT A

STATE STREET BANK
LINE OF CREDIT

SUMMARY OF TERMS

Amount: \$3,000,000
Type of Note: Revolving Demand Note
Term: One (1) year
Interest: Prime plus 1%
Facility Fees: 1/4% of line
Legal Fees: CCA to pay bank's legal fees in conjunction with establishing line
Use of Proceeds: Working capital only
Preferred Redemption: No prohibition unless materially adverse
Termination: Either party upon notification
Crownx Guarantee: None
Accounts Receivable Borrowing Base:

- 50% qualified A/R
- Customers with A/R less than 90 days
- Domestic only
- Includes government and maintenance A/R

SECURITY AGREEMENT

Security: All assets tangible and intangible, all subsidiaries (subsidiary defined as 10% interest)
Term: One (1) year
Fixed Asset Leases: \$500K per fiscal year with third party. Other with written permission

AFFIRMATIVE COVENANTS

- Monthly financial reporting
- Report materially adverse events
- Comply with laws
- Maintain insurance coverages
- Execute documents to perfect bank interests

COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This Agreement (as from time to time amended and in effect, the "Agreement") is made as of May 17, 1991, by Computer Corporation of America, a Massachusetts corporation, with a place of business at/in care of Four Cambridge Center, Cambridge, MA 02142 (together with any successors to and assigns of any or all of its present or future interests in the Intellectual Property Collateral, as hereinafter defined, other than the Bank, as hereinafter defined, called the "Borrower"), and delivered to State Street Bank and Trust Company, a Massachusetts trust company, with a place of business at 225 Franklin Street, Boston, MA 02101 (together with any other holder from time to time of the Secured Debt, as hereinafter defined, called the "Bank"). Certain terms are used in this Agreement as specifically defined herein. These definitions are set forth or referred to in Section 6 hereof.

1. Granting Clause; Secured Obligations; Intellectual Property Collateral.

1.1 Granting Clause. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby grants, assigns, and conveys to the Bank a first security interest in the Intellectual Property Collateral, to secure the Secured Obligations.

1.2 Intellectual Property Collateral. As used herein, the term "Intellectual Property Collateral" shall mean the following property of the Borrower, whether now owned or existing or hereafter acquired or arising:

(a)(i) patents and patent applications, including, without limitation, those of such Borrower listed on Exhibit A hereto and the inventions and improvements described and claimed therein, and patentable inventions, (ii) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, (iii) all income, royalties, damages or payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right to sue for past, present and future infringements of any of the foregoing and (v) all rights corresponding to any of the foregoing throughout the world (collectively, the "Patents");

(b)(i) trademarks, trademark registrations, trade names and trademark applications, including, without limitation, those of such Borrower listed on Exhibit B hereto, (ii) all renewals of any of the foregoing, (iii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right to sue for past, present and future infringements of any of the foregoing, and (v) all rights corresponding to any of the foregoing throughout the world, and (vi) the goodwill of such Borrower's business connected with and symbolized by any of the foregoing (collectively, the "Trademarks");

(c) service marks, service mark registrations, and service mark applications, including, without limitation, those of such Borrower listed on Exhibit C hereto, (ii) all renewals of any of the foregoing, (iii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right to sue for past, present and future infringements of any of the foregoing, and (v) all rights corresponding to any of the foregoing throughout the world, and (vi) the goodwill of such Borrower's business connected with and symbolized by any of the foregoing (collectively, the "Service Marks");

(d) copyrights, copyright registrations, and copyright applications, including, without limitation, those of such Borrower listed on Exhibit D hereto, (ii) all renewals of any of the foregoing, (iii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right to sue for past, present and future infringements of any of the foregoing, and (v) all rights corresponding to any of the foregoing throughout the world, and (vi) the goodwill of such Borrower's business connected with and symbolized by any of the foregoing (collectively, the "Copyrights");

(e) licenses and license agreements, whether as a licensor or licensee, with any other Person, including, without limitation, the licenses of such Borrower listed on Exhibit E hereto, and the right to (i) prepare for sale, (ii) sell and (iii) advertise for sale, all inventory now or hereafter owned by the Borrower and now or hereafter covered by such licenses (collectively, the "Licenses"); and

(f) all proceeds and products of the foregoing, cash and noncash.

2. Representations and Warranties of Borrower.

The Borrower hereby represents and warrants to the Bank as follows:

2.1 Enforceability. The Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable. To the best of the Borrower's knowledge, each of the Patents and Trademarks are valid and enforceable.

2.2 Rights of Third Parties. No claim has been made that the use of any of the Patents or Trademarks does or may violate the rights of any third person.

2.3 Standards of Quality. The Borrower has, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks.

2.4 New Intellectual Property Collateral. Any future Intellectual Property Collateral developed by any of the Borrower's officers, directors, stockholders or employees in the course of the Borrower's business shall be owned of record by the Borrower. If, before the Secured Obligations shall have been paid in full, the Borrower shall (i) obtain any new patents,

trademarks, service marks, copyrights or licenses or rights thereto, or (ii) becomes entitled to the benefit of any such patent, trademark, service mark, copyright or license, the Borrower shall give to the Bank prompt written notice thereof. The Borrower hereby authorizes the Bank to modify this Agreement by amending Exhibits A, B, C, D and/or E, as applicable, to include any such patents, trademarks, service marks, copyrights or licenses.

3. Covenants of the Borrower.

The Borrower covenants and agrees with the Bank as follows:

3.1 Duties of the Borrower. The Borrower shall (i) prosecute diligently any patent, trademark, service mark or copyright application pending as of the date hereof or thereafter until the Secured Obligations shall have been paid in full, (ii) make application on unpatented but unpatentable inventions and on trademarks, service marks and copyrights, as appropriate, (iii) preserve and maintain all rights in Patents, Trademarks, Service Marks and Copyrights; provided, however, that the Borrower shall not be required to do any of the foregoing if in its reasonable discretion it determines that to take such action in the particular circumstance would not be in the best commercial interest of the Borrower, in which case the Borrower shall give written notice to the Bank of such determination. Any expenses incurred in connection with such applications shall be borne by the Borrower, including, without limitation, any and all maintenance fees. The Borrower shall not abandon any right to file a patent, trademark, service mark or copyright application nor shall the Borrower abandon any pending patent, trademark, service mark or copyright application, Patent, Trademark, Service Mark, Copyright or License unless the Borrower in its reasonable discretion determines that to take such action in a particular instance would be in the best commercial interest of the Borrower, in which case the Borrower shall give written notice to the Bank of such determination.

3.2 Restrictions on Future Agreements. Borrower agrees that until the Secured Obligations shall have been paid in full, the Borrower will not, without the Bank's prior written consent, sell, assign, pledge, encumber or otherwise transfer to any Person other than the Bank, any of the Borrower's rights in its present or future Patents, Trademarks, Service Marks, Copyrights or Licenses, or enter into any other agreement, including, without limitation, a license agreement, which is inconsistent with the Borrower's obligations under this Agreement, except so-called end-user, non-exclusive licenses granted to Borrower's customers in the ordinary course of its business. The Borrower further agrees that it will not take any action, or permit any action to be taken by any affiliate of the Borrower or any other Person subject to the Borrower's control, including, without limitation, licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to the Bank under this Agreement.

3.3 Amendments, etc. The Borrower shall not and shall not permit any documents, instruments, chattel paper, guarantees and contracts constituting or evidencing any Intellectual Property Collateral hereunder to be amended, modified or changed in any way without the prior written consent of the Bank.

3.4 Licenses. The Borrower shall, to the extent necessary, obtain the written consent of the licensor to the granting of a lien on any License and the assignment of such License to the Bank or its assignee after an Event of Default (such consent to be conditioned upon the sale of substantially all of the Borrower's business related to such License.)

3.5 Filings and Consents. The Borrower shall deliver to the Bank in form and substance satisfactory to the Bank:

(a) evidence that appropriate filings have been made to perfect the interests granted by Borrower hereby, including without limitation, filings with the United States Patent and Trademark Office and the Copyright Office and financing statements on Form UCC-1 in the appropriate jurisdictions; and

(b) evidence that all necessary consents, waivers and agreements have been obtained from any other party to the Licenses to the granting of the interests in such Licenses hereunder.

4. License to Borrower. Unless and until an Event of Default, the Bank hereby grants to the Borrower the exclusive nontransferable right and license to use the Intellectual Property Collateral on and in connection with products sold by the Borrower, for the Borrower's own benefit and account and for none other. If any Event of Default shall have occurred and be continuing, the Borrower's license to use the Intellectual Property Collateral shall terminate forthwith, and the Bank may exercise any and all remedies it has in the Intellectual Property Collateral.

5.1 Events of Default. The occurrence of any one or more of the following events (each an "Event of Default") shall constitute a default under and breach of this Agreement:

(a) any representation or warranty made by the Borrower in this Agreement be untrue when made or not be fulfilled; or

(b) failure to observe or perform any covenant, agreement, condition, term or provision of this Agreement; or

(c) occurrence of an Event of Default under any Loan Document other than this Agreement.

5.2 Remedies. Upon the occurrence of any Event of Default, the Bank may at any time thereafter, at its option and without notice, exercise any or all of the following rights and remedies:

(a) collect, receive, appropriate and realize upon the Intellectual Property Collateral or any part thereof;

(b) enter, with or without process of law and without breach of the peace, any premises where the Intellectual Property Collateral or the books and records of the Borrower related thereto are or may be located, and without charge or liability to Lender therefor seize and remove the Intellectual Property Collateral (and copies of said Borrower's books and records in any

way relating to the Intellectual Property Collateral) from said Premises and/or remain upon said premises and use the same (together with said books and records) for the purpose of collecting, preparing for sale and disposing of the Intellectual Property Collateral; or

(c) exercise any one or more of the rights and remedies accruing to the Bank under any applicable law, or as provided in the Loan Documents. The Borrower recognizes that in the event it fails to perform, observe or discharge any of its obligations or liabilities under this Agreement, no remedy at law will provide adequate relief to the Bank, and the Borrower agrees that the Bank shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

5.3 Royalties and Terms. The Borrower hereby agrees that upon the occurrence and during the continuance of an Event of Default, the use by the Bank of all Intellectual Property Collateral shall, subject to applicable law and to any then-existing Licenses granted by the Borrower of any such Patent, Trademark, Service Mark or Copyright, be without any liability for royalties or other related charges from the Bank to the Borrower. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Service Marks, Copyrights and Licenses assigned hereunder, or (ii) the payment in full of the Secured Obligations.

5.4 Power of Attorney. The Borrower hereby appoints the Bank the true and lawful attorney-in-fact for the Borrower with full power of substitution, in its name or in the name of the Borrower or otherwise, for the sole benefit of the Bank but at the sole expense of the Borrower, without notice to or demand upon the Borrower, at any time whether or not an Event of Default has occurred, to effectuate and enforce this Agreement. Borrower hereby ratifies and approves all acts of the Bank as attorney-in-fact taken in accordance herewith. The powers vested in the Bank are, and shall be deemed to be, coupled with an interest and irrevocable. The powers conferred on the Bank by this Agreement are solely to protect the Bank's interest and shall not impose upon the Bank any duty to exercise any such power, and if the Bank shall exercise any such power, the Bank shall be accountable only for amounts that the Bank actually receives as a result thereof and shall not be responsible to the Borrower except for its gross negligence or willful misconduct.

6. Definitions.

Unless otherwise defined herein, terms used herein shall have the meanings set forth in the Loan and Security Agreement of even date herewith between the Borrower and the Bank (the "Loan and Security Agreement"). For purposes of this Agreement, the following terms defined elsewhere in this agreement and as set forth below shall have the respective meanings therein and herein defined:

<u>TERM</u>	<u>DEFINITION</u>
"Agreement"	Preamble
"Bank"	Preamble
"Borrower"	Preamble
"Copyrights"	Section 1.2 (d)
"Event of Default"	Section 4.1
"Intellectual Property Collateral"	Section 1.2
"Licenses"	Section 1.2 (e)
"Patents"	Section 1.2 (a)
"Service Marks"	Section 1.2 (c)
"Trademarks"	Section 1.2 (b)

7. General.

7.1 Defeasance. When all Secured Obligations have been indefeasibly paid and performed in full and no further obligation on the part of the Borrower shall exist, this Agreement shall cease and terminate, and, at the Borrower's written request, accompanied by such certificates, opinions and proof as the Bank shall reasonably deem necessary, the Intellectual Property Collateral furnished hereunder shall revert to the Borrower and the estate, rights, title, and interest of the Bank therein shall cease, and thereupon on the Borrower's written request and at its cost and expense, the Bank shall execute proper instruments, acknowledging satisfaction of and discharging this Agreement, and shall redeliver to the Borrower the Intellectual Property Collateral furnished hereunder then in its possession; subject, however, to the terms and provisions contained in Section 6.2 hereof.

7.2 Survival. All covenants, agreements, representations and warranties made herein or in any other Loan Document and in certificates delivered pursuant hereto or thereto shall be deemed to have been material and relied upon by the Bank, notwithstanding any investigation made by the Bank or on the Bank's behalf, and shall survive the execution and delivery to the Bank hereof and thereof. Each such covenant, agreement, representation and warranty is hereby confirmed by the Borrower to be true and correct in all respects with the same force and effect on and as of the date of delivery of any Intellectual Property Collateral to the Bank as though made as of the date of such delivery.

7.3 Amendments. This Agreement may not be waived, changed or discharged orally, but only by an agreement in writing and signed by the Bank, and any oral waiver, change or discharge of any provision of this Agreement shall be without authority and of no force and effect.

7.4 Successors and Assigns. The covenants, representations, warranties and agreements herein set forth shall be binding upon the Borrower, its successors and assigns and shall inure to the benefit of the Bank, its successors and assigns. Any purchaser, assignee or transferee of any of the Secured Obligations and the Bank's security interest hereunder shall forthwith become vested with and entitled to exercise all the powers and rights given by this Agreement and the other Loan Documents to the Bank, as if said purchaser, assignee, transferee or pledgee were originally named herein.

7.5 Entire Agreement; Separability. This Agreement, any Schedules or Exhibits hereto and any riders or other attachments and the other Loan Documents constitute the entire agreement between the parties with respect to the subject matter hereof. If at any time one or more provisions of this Agreement or any Loan Document, any amendment or supplement thereto or any related writing is or becomes invalid, illegal or unenforceable in whole or in part in any jurisdiction, the validity, legality and enforceability of such provision in any other jurisdiction or of the remaining provisions shall not in any way be affected or impaired thereby.

7.6 Counterparts. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

7.7 Singular or Plural; Joint or Several. The term "Borrower", together with any pronoun referring thereto, shall include the singular, plural, masculine, feminine and neuter, as the context may require; and if more than one Person constitutes the Borrower, the obligations of such Persons shall be joint and several.

7.8 Headings. The headings to Sections appearing in this Agreement and in any Loan Document have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the Sections to which they appertain.

7.9 Loan Document. This Agreement shall constitute a "Loan Document" as defined in the Loan and Security Agreement. The terms and provisions of this Agreement are intended to supplement the terms and provisions of the security portions of the Loan and Security Agreement and are not intended to limit the force or effect of such provisions.

IN WITNESS WHEREOF, these presents have been executed under seal as of the day and year first above written.

COMPUTER CORPORATION OF AMERICA

By: William D. Reed
Its: Exec. V.P. & CFO

EXHIBITS:

- A Patents
- B Trademarks
- C Service Marks
- D Copyrights
- E Licenses

EXHIBIT A

to

Collateral Assignment of Intellectual Property Collateral Rights
dated as of May 17, 1991
granted by Computer Corporation of America
to State Street Bank and Trust Company

Patents

EXHIBIT B

to

Collateral Assignment of Intellectual Property Collateral Rights
dated as of May 17, 1991
granted by Computer Corporation of America
to State Street Bank and Trust Company

Trademarks

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
Model 204	1,352,564	8/6/85
204	1,352,565	8/6/85
Accolade	1,236,128	5/3/83
Imagine	1,356,296	8/27/85

EXHIBIT C

to

Collateral Assignment of Intellectual Property Collateral Rights
dated as of May 17, 1991
granted by Computer Corporation of America
to State Street Bank and Trust Company

Service Marks

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
Accolade	1,241,604	6/7/83

EXHIBIT D

to

Collateral Assignment of Intellectual Property Collateral Rights
dated as of May 17, 1991
granted by Computer Corporation of America
to State Street Bank and Trust Company

Copyrights

EXHIBIT E

to

Collateral Assignment of Intellectual Property Collateral Rights
dated as of May 17, 1991
granted by Computer Corporation of America
to State Street Bank and Trust Company

Licenses

EXHIBIT B

EXECUTION COPY

PURCHASE OF ASSETS AND LIABILITY ASSUMPTION AGREEMENT

by and between

STATE STREET BANK AND TRUST COMPANY

and

CITIZENS BANK OF MASSACHUSETTS

as of

May 6, 1999

TRADEMARK

REEL: 004175 FRAME: 0748

ARTICLE I

DEFINITIONS

1.1 Definitions.

"Accrued Liabilities" shall mean those liabilities accrued in accordance with generally accepted accounting principles and set forth on Schedule 3.17.

"Affiliate" shall mean any individual, partnership, corporation or other organization or entity directly or indirectly controlling, controlled by or under common control with the subject entity through the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity whether through the ownership of voting securities, by contract or otherwise. Without limiting the foregoing, the ownership, direct or indirect, of a 10% interest in such entity shall be deemed to be control.

"Agreement" shall mean this Purchase of Assets and Liability Assumption Agreement by and between Seller and Buyer.

"Allocation Agreement" shall have the meaning set forth in Section 8.6.

"Assets" shall have the meaning set forth in Section 2.1(a).

"Assigned Cash Management Services Agreement" shall have the meaning set forth in Section 5.9.

"Assigned Equity Investments" shall have the meaning set forth in Section 5.8.

"Assigned Letters of Credit" shall have the meaning set forth in Section 3.10.

"Assigned Loans" shall have the meaning set forth in Section 3.9(a). *

"Assigned Warrants" shall have the meaning set forth in Section 5.7.

"Assumed Contracts" shall have the meaning set forth in Section 5.5.

"Bank Assignment and Assumption Agreement" shall have the meaning set forth in Section 3.9(d).

"Basket" shall have the meaning set forth in Section 15.2(d).

"Branch" shall mean one of the branch offices (for purposes of this Agreement, ATMs and loan production offices are deemed to be branch offices) being sold by Seller to Buyer listed on Exhibit A hereto, and "Branches" shall mean all such branch offices.

"Subsidiary" of a Person shall mean any Company, of which such Person owns more than a 50% interest.

"Taxes" means all taxes, charges, fees, levies or other like assessments, including, without limitation, income, gross receipts, excise, real and personal and intangible property, sales, use, transfer, transfer gain, withholding, license, payroll, recording, ad valorem and franchise taxes imposed by the United States, or any state, local or foreign government or subdivision or agency thereof; and such term shall include any interest, penalties or additions to tax attributable to such assessments.

"Tax Returns" shall mean any report, return or other information required to be supplied to a taxing authority in connection with Taxes.

"Transferred Employees" shall have the meaning set forth in Section 8.3(a).

"WARN Act" shall mean the Worker Adjustment and Retraining Act, as amended.

"Warrants" shall mean any warrants, options, convertible obligations or other rights to acquire equity owned by Seller or an affiliate and being transferred as part of the Business.

"Willard Branch" shall have the meaning set forth in Section 8.10.

"Withholding Obligations" shall have the meaning set forth in Section 8.8.

ARTICLE II

TERMS OF PURCHASE AND ASSUMPTION

2.1 Purchase and Sale of Assets.

(a) Pursuant to the terms of this Agreement, Seller shall sell, transfer, convey and assign to Buyer, and Buyer shall purchase and acquire from Seller, as of the Close of Business on the Closing Date, all of Seller's right, title and interest in and to each of the following, except as specifically provided herein, which are collectively referred to herein as the "Assets":

- (i) the Personal Property;
- (ii) the Assigned Loans; *
- (iii) the Assumed Contracts;
- (iv) the Branch Leases;

- (v) the Records;
- (vi) the Cash on Hand;
- (vii) the Prepaid Expenses;
- (viii) the Assigned Warrants;
- (ix) the Assigned Equity Investments;
- (x) the Assigned Letters of Credit;
- (xi) the Assigned Cash Management Services Agreements;
- (xii) the Miscellaneous Assets;
- (xiii) the customer lists delivered to Buyer pursuant to the terms of this Agreement;
- (xiv) the new business prospects, new business proposals, loans in process and all other new business opportunities being pursued by the Business; and
- (xv) the benefits, rights, rights of action and claims (express or implied) related to assets acquired, liabilities assumed by Buyer pursuant to the terms of this Agreement. *

(b) In addition, Seller agrees to be bound, effective upon consummation of the Closing, by the terms of the covenant not to compete set forth in Section 6.6.

2.2 Assumption of Liabilities. Pursuant to the terms of this Agreement, Buyer shall assume at the Close of Business on the Closing Date the Deposits, and the liabilities and obligations of Seller with respect to each of the following (the items listed below are collectively referred to as the "Liabilities"):

- (i) the Deposits;
- (ii) the Assigned Loans;
- (iii) the Assumed Contracts;
- (iv) the Branch Leases;
- (v) the ownership and operation of the Personal Property;
- (vi) any fees received and deferred in accordance with Financial Accounting Standards Release No. 91 net of associated deferred expenses (the "FAS 91 Fees");
- (vii) the Accrued Liabilities;

been originated and administered in accordance with the terms of the respective governing documents and all applicable laws and regulations in all material respects. The Deposits are insured by the FDIC in accordance with the Federal Deposit Insurance Act and Seller has paid all assessments due thereunder.

3.8 Personal Property. Provided herewith as Schedule 3.8 is a schedule, complete and accurate in all material respects, of all furniture, fixtures, equipment, data processing, teller servicing, and computer equipment, alarm systems, supplies, improvements (including leasehold improvements) and other tangible personal property (including safe deposit boxes, ATMs and other related equipment, and all furniture and equipment associated with the Business being transferred to Buyer, excluding (i) interior and exterior signs bearing, or in the shape of, the Seller emblem, Seller sign facings and Seller alphabetic signs and all related sign cases (but not the structures, if any, supporting such sign cases), (ii) other items that specifically identify Seller by name or logo, (iii) appreciated fine art and items of historical value (including, but not limited to, the exhibit commonly known as the "Forbes Office," located at 53 State Street, Boston, Massachusetts), and (iv) furniture and equipment associated with any Seller business not a part of the Business, which schedule specifies the Net Book Value of each such item as shown on the financial records of Seller, computed as of the date indicated thereon.

3.9 Loans.

(a) Provided herewith as Schedule 3.9.1 is a schedule, complete and accurate in all material respects, of all Loans as of March 31, 1999 being purchased in connection with the acquisition of the Corporate Banking Division. Provided herewith as Schedule 3.9.2 is a schedule, complete and accurate in all material respects, of all Loans as of March 31, 1999 being purchased in connection with the acquisition of the Specialized Lending Division. Provided herewith as Schedule 3.9.3 is a schedule, complete and accurate in all material respects, of all Loans as of March 31, 1999 being purchased in connection with the acquisition of the Communications Lending Division. Provided herewith as Schedule 3.9.4 is a schedule, complete and accurate in all material respects, of all Loans as of March 31, 1999 being purchased in connection with the acquisition of the Metropolitan Division. Provided herewith as Schedule 3.9.5 is a schedule, complete and accurate in all material respects, of all Loans as of March 31, 1999 being purchased in connection with the acquisition of the Commercial Finance Division. Provided herewith as Schedule 3.9.6 is a schedule, complete and accurate in all material respects, of all overdraft lines of credit as of March 31, 1999 being purchased hereunder by Buyer (all Loans contained in the schedules described in this Section 3.9(a) collectively referred to as the "Assigned Loans"). Schedules 3.9.1 through 3.9.6 shall include the following information for each Assigned Loan: account number, borrower name, the outstanding principal amount of the applicable Note(s) and the outstanding accrued interest on the Note(s). *

Each Assigned Loan, to Seller's knowledge, constitutes a legal, valid and binding obligation of such borrower(s) or obligor(s), enforceable against such borrower(s) and other obligor(s) in accordance with its terms, except as enforceability may be limited by several principles of equity, whether applied in a court of law or equity, and bankruptcy, insolvency and similar laws affecting creditors' rights and remedies generally.

(b) Each Assigned Loan was made or acquired by Seller: (i) in the ordinary course of business at the time such Assigned Loan was made or acquired; (ii) in accordance with then existing laws and regulations; and (iii) substantially in accordance with Seller's underwriting and documentation guidelines then in effect at the time of origination or acquisition. Each Assigned Loan has been administered substantially in accordance with (i) Seller's standard loan servicing and operating procedures as in effect from time to time, (ii) applicable laws and regulations and (iii) the respective loan documents governing each Assigned Loan. None of the rights or remedies under the documentation relating to the Assigned Loans have been amended, modified, waived, subordinated or otherwise altered by Seller, other than in good faith and in the ordinary course of business.

(c) Seller has provided to Buyer, for the Assigned Loans, information relating to the name of the borrower/debtor and all or substantially all of the original UCC financing statements (and any continuations thereof) relating thereto.

(d) Provided herewith as Schedule 3.9.8 is a schedule setting forth each Assigned Loan for which the applicable credit facility requires Seller to obtain an executed assignment and assumption agreement ("Bank Assignment and Assumption Agreement") prior to any assignment of its syndicated interest.

3.10 Letters of Credit. Provided herewith as Schedule 3.10 is a schedule, complete and accurate in all material respects, of all Letters of Credit, being transferred to Buyer pursuant to this Agreement (the "Assigned Letters of Credit").

3.11 Cash Management Services Agreements. Provided herewith as Schedule 3.11 is a schedule, complete and accurate in all material respects, of all Cash Management Services Agreements being transferred to Buyer pursuant to this Agreement.

3.12 Contracts. Provided herewith as Schedule 3.12 is a schedule, complete and accurate in all material respects, of contracts relating to the operation of the Business and being transferred to Buyer pursuant to this Agreement. To Seller's knowledge, each party to such contracts has performed in all material respects its obligations thereunder to the extent that such obligations to perform have accrued and none of such contracts was entered into outside of the ordinary course of Seller's business or is materially burdensome to the Business. To Seller's knowledge, each such contract constitutes the legal, valid and binding obligation of Seller and the respective third party and is enforceable in accordance with its terms.

3.13 Branch Leases. Attached hereto as Schedule 3.13 is a schedule, complete and accurate in all material respects of each real property lease pursuant to which Seller leases the premises of the Leased Branches (the "Branch Leases"). True and complete copies of each lease (including any amendments, letter agreements and side-letters relating thereto) being assumed by Buyer have been provided to Buyer. To Seller's knowledge, the lessor and Seller have performed in all material respects their obligations under such branch leases to the extent such obligations to perform have accrued.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

STATE STREET BANK AND TRUST COMPANY

Marshall N. Carter


Marshall N. Carter, Chairman and Chief Executive Officer

TRADEMARK

REEL: 004175 FRAME: 0754

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

CITIZENS BANK OF MASSACHUSETTS



Name: Stephen D. Steinour
Title: Executive Vice President

*

Schedule 3.9.2 - Specialized Lending Division

Control#	CustomerNo	Borrower Name	Total Commitment	LoanOutstanding
SPECIALIZED INDUSTRIES				
		SOFT TECH		
			\$23,000,000.00	\$15,681,179.70
100	10000259	[REDACTED]	\$2,076,923.08	\$927,692.30
101	00416909	[REDACTED] INC	\$3,426,923.08	\$3,426,923.08
102	00416909	[REDACTED] INC	\$3,461,538.46	\$3,461,538.46
103	00416909	[REDACTED] INC	\$1,607,142.86	\$857,142.86
104	10001013	[REDACTED] INC.	\$13,392,857.14	\$7,424,999.98
105	10001013	[REDACTED] INC.	\$15,000,000.00	\$0.00
106	01428523	[REDACTED] INC.	\$156,318.00	\$0.00 ✓
107	01993252	COMPUTER CORPORATION OF AMERI ✓	\$6,000,000.00	\$666,666.67
108	02473361	[REDACTED] INC	\$14,000,000.00	\$14,000,000.00
109	02473361	[REDACTED]	\$8,000,000.00	\$4,700,000.00
110	02730406	[REDACTED] CORPORATION	\$7,652,777.77	\$7,608,796.29
111	03298340	[REDACTED] WEST	\$1,759,000.00	\$387,037.02
112	03298340	[REDACTED] WEST	\$1,200,000.00	\$648,200.08
113	10007106	[REDACTED] INC.	\$2,600,000.00	\$2,600,000.00
114	10007106	[REDACTED] INC.	\$5,584,999.50	\$347,864.75
115	10002945	[REDACTED] INC.	\$1,080,156.64	\$1,080,156.64
116	10002945	[REDACTED] INC.	\$1,286,071.53	\$1,286,071.53
117	10002945	[REDACTED] INC.	\$10,704,545.46	\$10,704,545.46
118	10001218	[REDACTED] INC.	\$4,090,909.09	\$618,181.82
119	10001218	[REDACTED] INC.	\$9,971,428.57	\$9,971,428.57
120	10005427	[REDACTED] CORPORATION	\$650,000.00	\$0.00
121	08210205	[REDACTED]	\$100,000.00	\$0.00
122	08544744	[REDACTED] CORPORATION	\$4,666,666.67	\$0.00
123	10007898	[REDACTED] INC.	\$2,333,333.33	\$2,333,333.33
124	10007898	[REDACTED] INC.	\$2,000,000.00	\$2,000,000.00
125	10007898	[REDACTED] INC.	\$10,600,000.00	\$0.00
126	08953382	[REDACTED] C	\$16,500,000.00	\$0.00
127	10001231	[REDACTED] INC.	\$8,500,000.00	\$0.00
128	10001231	[REDACTED] INC.	\$3,000,000.00	\$3,000,000.00
1150	05976006	[REDACTED] GROUP	\$1,250,000.00	\$431,170.93
129	05976008	[REDACTED] GROUP	\$3,000,000.00	\$3,000,000.00
130	05976008	[REDACTED] GROUP	\$15,000,000.00	\$0.00
131	10008711	[REDACTED]	\$6,000,000.00	\$3,960,000.00
132	09409301	[REDACTED] IC	\$14,000,000.00	\$4,144,509.31
133	09409301	[REDACTED] S INC	\$223,551,591.18	\$105,467,438.78
		HIGH TECH		

Tuesday, May 05, 1999