

NOW, THEREFORE, in consideration of the premises, it is agreed as follows:

Westport, for itself and on behalf of its successors and assigns, hereby assigns, transfers, grants and conveys to the Bank, all of its right, title and interest in and to the aforesaid Mortgage and the Note and the obligation and indebtedness secured thereby as security for the prompt payment of the Indebtedness from Westport to the Bank.

By virtue of the assignment, the Bank, by reason of the fact that the Note has been pledged to it, and The Bank's transferees, successors, and assigns, shall be entitled to all the benefits of the security for the Note, including, without limitation, the Mortgage.

The Company further warrants and represents that it is the legal owner of the Note and Mortgage and has full right, power and authority to transfer and assign the same to the Bank.

The Westport Company agrees that it will at any time and from time to time, without further consideration, do, execute, acknowledge, deliver, file, record and register or will cause to be done, executed, acknowledged, delivered, filed, recorded and registered (and pay all taxes and recording, filing and notary fees required to be paid with respect to such execution, filing, recording and registering) all such further acts, deeds, assignments, transfers, documents, instruments and assurances as may be required by the Bank in order to carry out fully and effectuate the transactions contemplated hereby.

This instrument is executed and made on behalf of The Westport Company by an officer or trustee, not individually but solely as such an officer or trustee under the Agreement and Declaration of Trust referred to below. It is acknowledged and agreed by The Bank and by every person now or hereafter claiming any right or security hereunder that the name "The Westport Company" is the designation of the Trust under an Agreement and Declaration of Trust dated September 27, 1971, on file in the office of the Secretary of the Commonwealth of Massachusetts, as from time to time amended, and that in dealing with The Westport Company, The Bank shall be conclusively deemed to have agreed to look solely to the property of The Westport Company for the enforcement of any claim against The Westport Company, as none of the trustees, officers, agents or shareholders thereof assumes any personal liability for obligations entered into on behalf of The Westport Company.

IN WITNESS WHEREOF, the assignor herein has caused this Collateral Assignment and Notice of Assignment to be duly executed by its duly authorized Exec. V.P. & Ass't Secy this 19th day of October, 1983.

THE WESTPORT COMPANY

By: *Alan Merkur*
Alan Merkur
Its Executive Vice President

Witness:
Morton Ruden
Morton Ruden
As to Both
Stephen Weisbader
Stephen Weisbader
As to Both

By: *Vincent R. DeFina*
Vincent R. DeFina
Assistant Secretary

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