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ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, the undersigned ("Assignor") hereby assigns, mortgages, transfers and sets over unto The Chase Manhattan Bank, N.A. ("Assignee"), its successors and assigns all of its right, title and interest, in and to the leases, and covering the premises more particularly described in Schedule A attached hereto together with all modifications, amendments, extensions, and renewals of said leases (jointly and severally the "Lease").

This assignment is made for the purpose of collateral security for all of the obligations and liabilities of Assignor to Assignee no matter how or when arising, whether under this instrument, any agreement, or otherwise, including, without limitation, all obligations of Assignor under that certain (i) Term Loan Agreement and (ii) Loan and Security Agreement Accounts Receivable and Inventory (the "Agreements").

So long as there shall exist no default in the payment and/or performance of any obligations secured hereby, it is understood that the undersigned Assignor shall have the right to remain in possession of the described premises and to exercise all of its rights as lessee subject to the terms and provisions of the Lease. In the event of any default by the undersigned Assignor under this agreement or the Agreements or any of its other obligations to Assignee, Assignee may then and there at its option, without notice, either with or without entry or taking possession as hereafter provided or otherwise, proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy: (a) to enforce performance of any right available to it; (b) to foreclose its interest granted hereunder; and (c) to pursue any other remedy available to it. Assignee shall take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, or both as Assignee may determine. Assignee shall, in addition to all of the foregoing rights, have the right to exercise all of the rights, privileges, and options of the undersigned Assignor under the Lease and may either in person or by agent, with or without bringing any action or proceeding, enter upon and take possession of any or all of the leased premises or any part thereof as lessee and may make such further assignment of the Lease and its interest as lessee as may be permitted by the terms of the Lease.

Assignor covenants and agrees to promptly and fully perform all of the terms and conditions of the Lease on its part to be performed. A default by Assignor under the Lease which is not cured within the applicable grace period provided therein shall be a default under this Assignment.

Assignor further covenants and agrees that it will not modify, surrender, terminate or cancel the Lease without the prior written consent of Assignee and no agreement between Landlord and Assignor so modifying, cancelling or surrendering this Lease shall be effective without the prior written consent of Assignee.

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