

to perform as such agent and attorney-in-fact all other necessary or appropriate acts with respect to any such purchase, to give and receive copies of all notices and other instruments or communications, to take such action upon the occurrence of an Event of Default under the Lease, including the commencement, conduct and consummation of legal, administrative or other proceedings, as shall be permitted by the Lease or by law, and to do any and all other things whatsoever which the Lessor or any lessor under the Lease is or may be entitled to do thereunder. Whenever in the Lease any benefit of any protection against liability is bestowed upon "Lessor", or any indemnification is addressed to "Lessor", or any opinion or certificate is required to be delivered and addressed to "Lessor", or any agreement is made to pay the costs and expenses incurred by "Lessor", the term "Lessor" shall be deemed to include both the lessor under the Lease and the Company and its assigns even though no obligations of the lessor under the Lease are imposed upon the Company and its assigns.

2. ASSIGNMENT AS COLLATERAL SECURITY:

The assignment made by this Lease Assignment is executed as collateral security, and the execution and delivery of this Lease Assignment shall not in any way impair or diminish any obligations of the Lessor as lessor under the Lease nor shall any of such obligations be imposed upon the Company or any assignee of the Company. Upon the payment of the principal of (and premium, if any) and all interest on the Lessor's Note and of all other sums payable on the Lessor's Note and under the Note Purchase Agreements and the Mortgage, and the performance and observance of the provisions thereof, the assignment made by this Lease Assignment and all rights herein assigned to the Company shall cease and terminate and all the estate, right, title, interest, claim and demand of the lessor under the Lease in and to the above-described assigned property shall revert to the lessor under the Lease, and the Company shall at the request of the lessor under the Lease deliver to such lessor an instrument cancelling this Lease Assignment and reassigning the above-described assigned property to the lessor under the Lease; *provided, however*, that any actual or contingent obligations and liabilities of the Lessee to or for the benefit of the Company and its assigns which arose on or prior to such termination shall survive.

3. THE COMPANY AND THE TRUSTEES DESIGNATED RECIPIENTS; NOTICES BY THE LESSOR; POWER OF ATTORNEY:

(a) The Lessor hereby designates the Company as recipient of, and hereby directs the Lessee to deliver or remit directly, c/o The March-Eton Corporation, 53 Main Street, Concord, Massachusetts 01742, Attention: President, or at such other address as the Company may from time to time designate, (i) all Basic Rent, Additional Rent, purchase prices, liquidated damages and other payments, tenders and security now or hereafter due and payable to or receivable by the lessor under the Lease, and (ii) copies of all notices and other instruments or communications required or permitted to be given or made by the Lessee pursuant to the Lease, *provided, however*, that notwithstanding the foregoing, so long as this Lease Assignment and the Lease shall be assigned to the Trustees pursuant to the Indenture, the Lessor and the Company hereby designate Shawmut Bank of Boston, N.A., as Trustee under the Indenture, as recipient of, and hereby direct the Lessee to deliver or remit directly, at One Federal Street, Boston, Massachusetts 02110, Attention: Corporate Trust Department, Fourth Floor, or at such other address as the Trustee may from time to time designate, the payments referred to in clause (i) above and the notices, instruments and communications referred to in clause (ii) above.

(b) The Lessor hereby agrees to send to the Company, and so long as this Lease Assignment and the Lease shall be assigned to the Trustees pursuant to the Indenture, to the Trustees at their address set forth in the proviso to the preceding sentence in this paragraph 3, by prepaid registered or certified mail, copies of all notices and other instruments or communications required or permitted to be given by the lessor under the Lease pursuant thereto.

(c) The Lessor hereby constitutes each of the Trustees its true and lawful attorney, irrevocably, with full power (in the name of the Lessor or otherwise) to ask, require, demand, receive, compound and [give

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