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6. If we are in default with respect to or commit a breach of any of our present or future obligations to you, whether arising under the Agreement or any agreement referred to therein or otherwise, or if we are in default under the Lease, you shall have the right to possession of the Premises immediately or at any time thereafter, as you elect. On your exercise of this right, we shall, at your request, promptly vacate the Premises. Since you have a security interest in all of the machinery, equipment, furniture and fixtures and parts, accessions and accessories thereto now or hereafter on the Premises ("M & E") pursuant to a separate agreement between you and us, we shall not disturb or remove, but shall leave in place, all of the M & E in properly maintained condition.

7. You may enter and inspect the Premises when you so request. We shall procure insurance on our interest in the Lease and Premises, and shall cause to be issued loss payee endorsements in your favor, all in form and substance and from insurers acceptable to you.

Very truly yours,

COMMERCIAL AFFILIATES, INC.

SIGNED, SEALED AND DELIVERED
in the presence of:

[Signature] By *[Signature]*
[Signature] Title: President

STATE OF NEW YORK)
) SS.: PROBATE
COUNTY OF NEW YORK)

Personally appeared the undersigned witness and made oath that (s)he saw the within named Corporation, by its duly authorized officers, sign, seal and as the grantor's act and deed deliver the within written assignment and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

[Signature]

SWORN to before me this 9th day of October, 1980.

[Signature] (SEAL)
Notary Public
My Commission Expires: March 30, 1982

MICHAEL HIRSCHBERG
Notary Public, State of New York
NO. 31-4632079
Qualified in New York County
Commission Expires March 30, 1982

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