

inure to the benefit of the parties, the heirs and assigns of the Secured Party, and the successors and assigns of the Debtor, provided however, that no assignment of the obligations of the Debtor under this instrument shall be effective without the written consent of the Secured Party. This instrument, the Deed of Trust, the Agreement and any Financing Statements, and all rights to payments and security interests hereunder and thereunder, shall be assignable in whole or in part by and at the option of Secured Party to any other person and any such assignee shall become a Secured Party hereunder, with all the rights of the Secured Party hereunder (including the right to make further assignments).

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed by their duly authorized officers as of the date first written above.

ATTEST:

HOOPER COMMUNICATIONS CORPORATION

Diane B. Hooper Secretary

By: Thomas H. Hooper, III

WITNESS:

DEXTER L. STUCKEY, SR.

Ron L. Gorn

Dexter L. Stuckey Sr

WITNESS:

THE ESTATE OF JEROME P. ASKINS, JR.

Bonita W. Bice

By: Jerome P. Askins, III
Gregory B. Askins

MYZ, Inc.

Attest: Diane B. Hooper
Secretary

By: Thomas H. Hooper, III
President

0.3.93

4328 RV-2