

Assignor hereby irrevocably designates and appoints Assignee as its true and lawful attorney-in-fact, for and in the name of Assignor, to execute such documents and do all such other things as Assignee deems necessary or desirable to carry out the terms and provisions of this Assignment.

Assignor further acknowledges and agrees that nothing contained herein shall obligate or be construed to obligate Assignee to perform any of the terms, covenants or conditions contained in the License or otherwise to impose any obligation upon Assignee with respect thereto and that, Assignor shall be and remain solely and completely liable for the performance of its obligations as Licensee under the License, whether Assignee has declared this Assignment to be absolute and unconditional, or otherwise.

As an additional right and remedy of Assignee, Assignor hereby agrees that, upon the occurrence of any default by Assignor under the License, Assignee may, but shall not be obligated to cure such default in which event any sums expended by Assignee in such cure shall be deemed to be advances under the Note, whether or not this creates an over-advance thereunder. To facilitate the foregoing, Assignor agrees to notify Assignee promptly of any default by Assignor under the License known to it or of which it receives notice from Licensor.

To induce Lender to accept this Assignment, Assignor does hereby represent, warrant and covenant as follows:

(a) Assignor has accepted the rights given under said License and is currently exercising the same; (b) the License is presently in full force and effect in accordance with its terms; (c) no default in the obligations of Assignor has occurred under the License as of the date hereof (which has not been waived by Licensor and/or