



COLLATERAL ASSIGNMENT OF LEASE

COLLATERAL ASSIGNMENT (this "Assignment") made as of this 17th day of February, 1983, by MAXWELL BROTHERS, INC., a South Carolina corporation, with an address at 630 Taylor Street, Columbia, South Carolina, 29201 (herein called the "Assignor"), to FIRST NATIONAL BANK OF SOUTH CAROLINA, a national banking association, with an address at First National Bank Building, Main at Washington, Columbia, South Carolina, 29201 (herein called the "Assignee"), pursuant to that certain Financing Agreement dated as of February 17, 1983, between the Assignor and the Assignee (herein, as amended, modified from time to time, called the "Agreement"). All terms not otherwise defined herein are used with the same meaning as set forth in the Agreement:

W I T N E S S E T H:

WHEREAS, in accordance with the Agreement, the Assignor is obligated to secure all the Notes and Obligations with this Assignment and other documents and instruments as set forth in the Agreement; and

WHEREAS, the Assignor desires to induce the Assignee to enter into the Agreement and to extend credit to the Assignor as described therein.

NOW, THEREFORE, for and in consideration of the sum of Three (\$3.00) Dollars and the mutual promises hereinafter and as set forth in the Agreement and other valuable consideration (the receipt and sufficiency of which are hereby acknowledged), and in order to secure payment and performance of all obligations of the Assignor to the Assignee arising out of or related to the Agreement, including (without limitation) payment of all principal and interest on the Notes (collectively and severally, the "Obligations"), the Assignor has created a security interest in, mortgaged, granted, bargained, sold, assigned, pledged, given, transferred, set over and conveyed and by these presents does create a security interest in, mortgage, grant, bargain, sell, assign, pledge, give, transfer, set over and convey unto the Bank all of the Assignor's present and future estate, right, title and interest as tenant, subtenant or otherwise under all leases, subleases or assignments thereof, of real or personal property, now existing or hereafter entered into, including (without limitation) the leases more fully described in Exhibit A attached hereto (the "Leases"), including all extensions and renewals of the terms thereof, together with all present and future real and personal property related thereto; and any and all monies and other property which may from time to time enure to the benefit of the Assignor with respect to the Leases (all of the foregoing being herein collectively called the "Lease

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