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18 JUN 2007 03:35PM
JOHN R. BUCKLEY, JR.
REGISTER
Bk 34688 Pg 37-39

**COLLATERAL ASSIGNMENT OF CONTRACTS,
PURCHASE AND SALE AGREEMENTS, LICENSES,
PERMITS, AGREEMENTS, WARRANTIES AND APPROVALS**

THIS ASSIGNMENT is made as of the 15 day of June, 2007, by Coastal Realty Development, LLC with an address of 43 Tony Terrace, Bridgewater, Massachusetts 02324, (the "Assignor") to Raymond Bourque as Trustee of the R&D Investment Trust under Trust dated June 14, 2007 (the "Assignee"), with a mailing address of 346 Cushman Road, North Attleboro, Massachusetts 02760.

Reference is made to the following facts:

A. Assignee is, or is about to become, the Mortgagee, together with T&T Capital Partners LLC under that certain Mortgage and Security Agreement ("Mortgage") and Investment Agreement ("Agreement") dated the date hereof, in which the Assignor is the mortgagor and the Assignee and T&T Capital Partners LLC are the mortgagees, covering the property located at 727 and 737 Snipatuit Road, Rochester, Massachusetts (the "Property"). The Property is more particularly described in the attached Exhibit A.

B. The Mortgage secures, among other obligations, the Assignors' obligations to the Assignee on account of an investment (the "Investment"), made pursuant to a certain Investment Agreement (the "Agreement") of even date between the Assignor and the Assignee, together with a construction loan obligation from the Assignor to T&T, evidenced by Commercial Promissory Note of even date herewith (the "Note"), of which the Assignor is the maker and the Assignee is the payee. The total principal amount of the obligations under the Agreement and the Note, secured by the Mortgage, this Collateral Assignment and other security documents, is One Million Five Hundred Thousand (\$1,500,000.00) Dollars, or so much thereof as may be advanced from time to time under the Agreement and the Note.

C. Assignee, as a condition to its investment, has required an assignment, under the terms and conditions set forth below, of the Assignor's interest in all contracts, purchase and sale agreements, licenses, permits, agreements, warranties and approvals of every kind and nature now or hereafter arising from or relating to the conduct and operation of the Assignor's business at the Property, to the extent such documentation is assignable under the terms of such documents and under applicable law (collectively, the "Contracts") as additional security for the investment and for the performance by Assignor of each and all of Assignor's obligations, covenants, promises and agreements set forth in the Mortgage, the Agreement, this Assignment and in any other instrument executed or assented to by Assignor incident to the making of the investment.

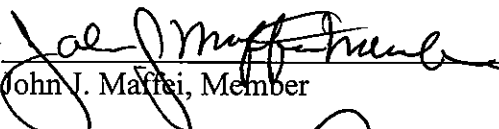
NOW, THEREFORE, in consideration of Assignee's making the investment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignor, Assignor hereby covenants and agrees with Assignee as follows:

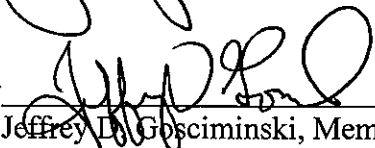
1. Assignor hereby assigns, transfers and sets over unto the Assignee, upon the terms and conditions set forth in this Assignment, on a collateral basis as security for its obligations to the Assignee, all of Assignor's interest in all of the Contracts now or hereafter arising from or relating to the Property, but only to the extent that such assignment is lawful and valid under the terms of the Contracts and related agreement and documentation issued in connection therewith and only to the extent permitted under applicable law, together with the Assignor's interest in any additional contracts, purchase and sale agreements, licenses, permits, the Investment Agreement for which the Assignor might otherwise be liable hereunder, if the application of the other collateral granted by the Assignor in connection herewith shall not satisfy the payment in full of all such amounts. The foregoing provisions, however, shall not in any way derogate from the liability assumed by certain parties pursuant to a certain Guaranty of even date executed by Messrs. Jeffrey D. Gosciminski and John J. Maffei in favor of the Assignee and any future modifications, amendments or extensions of the same.

2. This Assignment to the Assignee is for security purposes only. Accordingly, the Assignee shall have no right under this Assignment to enforce the Assignor's rights with respect to the Contracts, until an Event of Default shall have occurred under the Agreement and/or the Mortgage. Upon the occurrence of any such Event of Default, and subject to the terms and conditions contained in the Agreement and the Mortgage, the Assignee may, without affecting any of its rights or remedies against the Assignor under any other instrument, document or agreement, exercise its rights under this Assignment as the Assignor's attorney-in-fact or in any other manner permitted by law, and, in addition, the Assignee shall have and possess, without limitation, any and all rights and remedies of a secured party under the UCC or otherwise provided by law.

Executed as a sealed instrument as of the date first above written under seal.

Coastal Realty Development, LLC

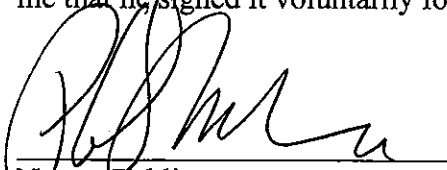
By  _____
John J. Maffei, Member

By  _____ MEMBER
Jeffrey D. Gosciminski, Member

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 15 day of June, 2007, before me, the undersigned notary public, personally appeared Jeffrey D. Gosciminski and John J. Maffei,, Managers of Coastal Realty Development, LLC, proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Notary Public

My Commission Expires: 2-4-2011

