

12-16-2002



12-11-02

R

102312485
TRADEMARKS ONLY

COVER SHEET

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Fleet Capital Corporation
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: Snapper, Inc. (a Georgia corporation)
Internal Address:

3. Nature of conveyance:
 Assignment dated Merger
 Security Agreement Change of Name
 Other Release of Security Interest Reel/Frame:
1816/0568
Execution Date: November 27, 2002

Street Address: 535 Macon Road
City: McDonough State: GA
Country: United States ZIP: 30253
If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s)

If this document is being filed together with a new application, the execution date of the application is

A. Trademark Application No.(s)

See Attached Exhibit A

B. Trademark Registration No.(s)

See Attached Exhibit A

Additional numbers attached? Yes No

RECEIVED
FINANCE SECTION
NOV 27 11 AM 7:13

5. Name and address of party to whom correspondence concerning document should be mailed:

Susan C. Shin, Esq.
BROWN RAYSMAN MILLSTEIN FELDER &
STEINER LLP
900 Third Avenue
New York, New York 10022
(212) 895-2000

6. Total number of applications and registrations involved: 28

7. Total fee (37 CFR 3.41):..... \$ 715.00
 Check enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 502312
(Attach duplicate copy of this page by deposit account)
Please charge any additional fees required, or credit any overpayment, to the above deposit account

12/13/2002 GT 011 00000055 2036223

01 FC:8521
02 FC:8522

40.00 OP
675.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document

Susan C. Shin, Esq.
Name of Person Signing

Signature

Date

12/11/02

Total number of pages including cover sheet, attachments and document: 21

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

EXHIBIT A

TRADEMARK	REGIS./APP. NO.	CLASS	REGIS. DATE	RENEWAL	EXPIRES
A.I.R.	2,036,223	7	2/4/1997		2/4/2007
ACCUTRAC	1,875,813	7	1/24/1995		1/24/2005
ANYTHING LESS JUST WON'T CUT IT	1,759,477	7&12	3/23/1993		3/23/2003
BAG-N-WAGON	1,064,334	7	4/26/1977	4/26/1997	4/26/2007
DURA-STEEL	2,064,023	7	5/20/1997		5/20/2007
HI VAC	1,165,244	7	8/18/1981	8/18/2001	8/18/2011
NINJA	1,781,987	7&12	7/13/1993		7/13/2003
PAC-N-SAC	1,392,970	7	5/13/1986		5/13/2006
PRO CRUISER	2,162,845	7	6/2/1998		6/2/2008
PRO EXPRESS	2,196,494	7	10/13/1998		10/13/2008
SAM – Snapper American Made (for products)	2,138,606	7	2/24/1998		2/24/2008
SNAPPER (for power lawn mower)	2,614,705	7	9/3/2002		9/3/2012
SNAPPER (plastic sports bottles)	76/349,814	21	pending		
SNAPPER (for clothing)	2,277,715	25	9/14/1999		9/14/2009
SNAPPER (for clothing)	2,308,136	25	1/18/2000		1/18/2010
SNAPPER (for tillers)	1,073,474	7	9/20/1977	9/20/1997	9/20/2007
SNAPPER (for mowers)	741,567	23 (US Class)	12/4/1962	12/4/2002	12/4/2012
SNAPPER (for snowthrowers)	1,186,440	7	1/19/1982	1/19/2002	1/19/2012
SNAPPER & DESIGN (Legendary Quality)	2,187,119	7	9/8/1998		9/8/2008
SNAPPER GROUNDBREAKER	2,266,703	7	8/3/1999		8/3/2009
SNAPPERIZER	1,056,460	7	1/18/1977	1/18/1997	1/18/2007
SNAPPER RIDER (Snapper Rider and Design)	2,101,146	7	9/30/1997		9/30/2007
SNAPPER LITE AND DESIGN	2,138,752	7	2/24/1998		2/24/2008
SNAPPER PRO	2,087,765	7	8/12/1997		8/12/2007
SUPER SIX	2,086,355	7	8/5/1997		8/5/2007
THATCHERIZER	1,274,849	7	4/24/1984		4/24/2004
TURF CRUISER	2,090,111	7	8/19/1997		8/19/2007
YARD CRUISER	2,379,822	7	8/22/2000		8/22/2010

PAYOFF CONFIRMATION LETTER

November 27, 2002

Fleet Capital Corporation
 One South Wacker Drive, Suite 1400
 Chicago, Illinois 60606
Attention: Loan Administration Manager

Snapper, Inc.
 535 Macon Road
 McDonough, Georgia 30253
Attention: Thomas W. Verrette

Re: Termination of Loan and Security Agreement dated November 11, 1998 (as at any time amended, the "Loan Agreement") by and among Fleet Capital Corporation as collateral and administrative agent ("Agent") for various financial institutions party thereto from time to time ("Lenders"), Lenders and Snapper, Inc. (to be renamed OSI Inc.) ("Borrower").

Ladies and Gentlemen:

Agent and Lenders have been informed that Borrower intends to terminate the Loan Agreement on November 26, 2002 (the "Termination Date"), and to satisfy in full all loans and other non-contingent obligations of Borrower to Agent and Lenders outstanding on the effective date of such termination (collectively, the "Absolute Obligations"), including, but not limited to, all principal, interest, legal fees and other charges outstanding or payable under the Loan Agreement, with funds made available to Agent and Lenders from Fleet Capital Corporation ("New Lender"). Borrower and New Lender have advised Agent and Lenders that satisfaction of the Absolute Obligations will be effected by the wire transfer to Agent, for the benefit of itself and Lenders, from New Lender of immediately available funds in an amount sufficient to satisfy the full amount of the Absolute Obligations on the date of payment.

To the end of facilitating New Lender's wire transfer of funds to satisfy the Absolute Obligations, please be advised that the total Absolute Obligations on the date hereof consist of the following:

1.	Principal Balance	\$ 34,571,177.28
2.	Accrued Interest	\$ 114,812.25
3.	Other Fees	\$ 7,531.49
3.	Legal fees	\$ 8,000.00
4.	Cash Collateral	\$ 300,000.00
	TOTAL	\$ 35,001,521.02

In addition, Agent and Lenders issued or caused to be issued for Borrower's account, or has guaranteed Borrower's reimbursement obligation with respect to, the following letter of credit which is outstanding on the date hereof ("Letter of Credit"):

Fleet Capital Corporation
 Snapper, Inc.
 November 27, 2002
 Page 2

<u>Issuer's Name</u>	<u>Face Amount</u>	<u>Issue Date</u>	<u>Beneficiary's Name</u>	<u>Expiry Date</u>
Fleet Bank	\$125,000	11/30/98	Deutsche Financial Services Corp.	11/20/03

Agent and Lenders agree that all of Agent's liens and security interests in the assets of Borrower shall terminate if and when Agent receives (a) confirmation from the bank identified below that such bank has received a wire transfer from New Lender of immediately available federal funds, for the account of Agent, for the benefit of itself and Lenders, to satisfy the full amount of the Absolute Obligations outstanding on the date of Agent's confirmation of receipt of such funds, (b) a copy of this letter fully executed by Borrower, Metromedia International Group, Inc. ("Guarantor") and New Lender, (c) a copy of that certain Termination, Release and Receipt Agreement, dated the date hereof, duly executed by Borrower, Guarantor, Agent, Lenders, and New Lender, with respect to the termination of the Loan Documents (the "Termination Agreement"), and (d) the satisfaction of all of the Release Conditions contained in the Termination Agreement.

No termination of Agent's liens and security interests in Borrower's assets shall operate to terminate or impair Borrower's indemnifications of Agent and Lenders under the Loan Agreement or otherwise, which indemnifications shall survive such termination.

Instructions for the wire transfer of funds by the New Lender to Agent, for the benefit of Lenders, are as follows:

Fleet Bank
 Hartford, Connecticut
 For the Account of Fleet Capital Corporation
 Account No. 9369337552
 ABA Routing No.: 011900571
 Reference: Snapper, Inc.

By their acceptance hereof, Borrower and New Lender acknowledge and agree that (a) each of Agent and Lenders reserve all of their respective rights with respect to each automated clearinghouse transfer ("ACH") and each check and other instrument or payment item received by Agent or any Lender from Borrower or any of Borrower's account debtors prior to full payment of the Absolute Obligations as contemplated hereby (such checks, instruments or other payment items being collectively called "Checks"); (b) Agent and Lenders have credited to Borrower's account the amount of all such ACH transfers and the face amount of all such Checks, but Agent and Lenders have not yet received full and final credit or payment therefor; and (c) Borrower and New Lender shall reimburse and pay to Agent, for the benefit of Lenders, promptly after Agent's demand therefor made at any time within sixty (60) days after the date hereof, in immediately available funds, the amount of any ACH transfer and the full face amount of any Check that is hereafter dishonored or returned to Agent or any Lender or remains

Fleet Capital Corporation
Snapper, Inc.
November 27, 2002
Page 3

unpaid for any reason plus any bank charges, account adjustments for any check and other instrument or payment item misapplied to Borrower's account on or before November 22, 2002, and all other reasonable costs incurred by Agent or any Lender that arise as a result of any such dishonor or return (the "Reimbursement Obligations"). New Lender's obligation to make payment of the Reimbursement Obligations shall be conditioned upon prior demand upon Borrower by Agent, and demand may be made upon New Lender at any time following such demand upon Borrower, except to the extent that sufficient funds then exist in the Cash Collateral Account (as defined in the Termination Agreement) to satisfy the Reimbursement Obligations.

In order to induce New Lender to provide the indemnity referred to above, Borrower hereby represents and warrants to New Lender that no ACH transfers have been initiated by Borrower from Borrower's dominion accounts at Fleet National Bank since November 22, 2002, and Agent and Borrower each hereby represents and warrants to New Lender that, at the request of Borrower, no proceeds of uncleared Checks have been applied to the Obligations owing by Borrower to Agent and Lenders since November 22, 2002.

Borrower hereby agrees, by its acceptance hereof, that the Blocked Account Agreement among Borrower, Agent and Fleet National Bank, shall be terminated as of the date hereof. Borrower acknowledges that the former blocked account thereunder shall constitute the Cash Collateral Account (as defined in the Termination Agreement), and Borrower hereby instructs Agent and Lenders that all ACH transfers and Checks received by Agent or any Lender from Borrower or any of Borrower's account debtors on or before November 27, 2002 (the "Blocked Account Receipts"), shall be held in the Cash Collateral Account as cash collateral securing the Reimbursement Obligations. Each Blocked Account Receipt shall be held in the Cash Collateral Account and shall remain cash collateral until the earlier to occur of (i) the date on which Agent and Lenders receive full and final credit or payment for such Blocked Account Receipt and (ii) the date that is five business days from the date on which such Blocked Account Receipt was deposited in the Cash Collateral Account (the "Credit Date"). On the next business day following the Credit Date, Agent shall release the amount of any Blocked Account Receipt for which Agent and Lenders have received full and final credit or payment and shall distribute such amount to Borrower as shall be directed in writing by Borrower.

Borrower and Agent acknowledge that, upon satisfaction of all of the Release Conditions (as defined in the Termination Agreement), any funds deposited in the existing lockbox after November 27, 2002, shall be distributed, upon written notice to Fleet National Bank, to such other blocked or dominion account as shall be directed by New Lender or SMI SNP, Inc.

Borrower acknowledges and agrees, by its acceptance hereof, that Borrower's dominion account with Bank of America, N.A. will be terminated as of the date hereof and that any checks or other requests for payment presented after the date hereof shall be dishonored and returned to Borrower for insufficient funds, unless Agent shall have received, for the benefit of itself and Lenders, in immediately available funds amounts sufficient to cover the payment of such items.

Fleet Capital Corporation
Snapper, Inc.
November 27, 2002
Page 4

When accepted by Borrower and New Lender and acknowledged by Guarantor, the foregoing shall constitute an agreement made in, and governed by the internal laws of, the State of Georgia.

Very truly yours,

FLEET CAPITAL CORPORATION,
as Agent and Lender

By: *Carina K. Gans*

Title: *Vice President*

CONGRESS FINANCIAL CORPORATION (SOUTHERN),
as a Lender

By: _____

Title: _____

BANK OF AMERICA, N.A.,
as a Lender

By: _____

Title: _____

The above and foregoing is acknowledged, accepted and agreed to:

SNAPPER, INC. (to be renamed OSI, Inc.)
("Borrower")

By: _____

Title: _____

Fleet Capital Corporation
Snapper, Inc.
November 27, 2002
Page 4

When accepted by Borrower and New Lender and acknowledged by Guarantor, the foregoing shall constitute an agreement made in, and governed by the internal laws of, the State of Georgia.

Very truly yours,

FLEET CAPITAL CORPORATION,
as Agent and Lender

By: _____

Title: _____

CONGRESS FINANCIAL CORPORATION (SOUTHERN),
as a Lender

By: *Thomas L. Hallaway*

Title: *Senior Vice President*

BANK OF AMERICA, N.A.,
as a Lender

By: _____

Title: _____

The above and foregoing is acknowledged, accepted and agreed to:

SNAPPER, INC. (to be renamed OSI, Inc.)
("Borrower")

By: _____

Title: _____

(209036 1) 000052-00242

RX DATE/TIME : NOV. -27' 02 (WED) 10:47
NOV 27 2002 11:12 FR BANK OF AMERICA

404 607 6439
404 607 6439 TO 94045228409

P. 002
P. 02/03

Fleet Capital Corporation
Snapper, Inc.
November 27, 2002
Page 4

When accepted by Borrower and New Lender and acknowledged by Guarantor, the foregoing shall constitute an agreement made in, and governed by the internal laws of, the State of Georgia.

Very truly yours,

FLEET CAPITAL CORPORATION,
as Agent and Lender

By: _____

Title: _____

CONGRESS FINANCIAL CORPORATION (SOUTHERN),
as a Lender

By: _____

Title: _____

BANK OF AMERICA, N.A.,
as a Lender

By: *[Signature]*

Title: AVP

The above and foregoing is acknowledged, accepted and agreed to:

SNAPPER, INC. (to be renamed OSI, Inc.)
("Borrower")

By: _____

Title: _____

NOV 27 02 (WED) 14:10
RX DATE/TIME NOV -27 02 (WED) 13:14
11/27/02 14:00 7709144271
11/27/02 13:56 FAX 212 895 2000 2

FARRER, HODDSON, KATNER & DOBBS
7709144271
SNAPPER
BRMF & S LLP

TEL: 4045228409

P. 008/019
P. 002
0002/0003
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Fleet Capital Corporation
Snapper, Inc.
November 27, 2002
Page 4

When accepted by Borrower and New Lender and acknowledged by Guarantor, the foregoing shall constitute an agreement made in, and governed by the internal laws of, the State of Georgia.

Very truly yours,

FLEET CAPITAL CORPORATION,
as Agent and Lender

By: _____

Title: _____

CONGRESS FINANCIAL CORPORATION (SOUTHERN),
as a Lender

By: _____

Title: _____

BANK OF AMERICA, N.A.,
as a Lender

By: _____

Title: _____

The above and foregoing is acknowledged, accepted and agreed to:

SNAPPER, INC. (to be renamed OSI, Inc.)
("Borrower")

By:

Title: CEO

NOV -27 02 (WED) 14:19
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11/27/02 13:46 FAX 212 895 2900 5
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FAKKEK, HUDSON, KAINER & DOBBS

TEL: 4045228409

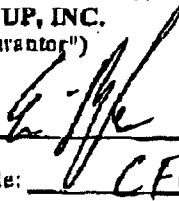
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BRMP&S LLP
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Fleet Capital Corporation
Snapper, Inc.
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Page 5

METROMEDIA INTERNATIONAL
GROUP, INC.
("Guarantor")

By: 
Title: CFO

FLEET CAPITAL CORPORATION
("New Lender")

By: _____
Title: _____

NOV. 27 02 (WED) 14:19
RX DATE/TIME : NOV. -27 02 (WED) 11:21
11/27/2002 10:18 FAX
11/27/2002 08:46 FAX 312 808 5005

FARNER, HUDSON, KATNER & DUBBS
TEL: 4045228409
VEDDER PRICE KAUFMAN
VEDDER PRICE KAUFMAN

P. 010/010
P. 012
012/012
011

Fleet Capital Corporation
Snapper, Inc.
November 27, 2002
Page 5

METROMEDIA INTERNATIONAL
GROUP, INC.
("Guarantor")

By: _____
Title: _____

FLEET CAPITAL CORPORATION
("New Lender")

By: Alan R. Ruess
Title: EXECUTIVE VICE-PRESIDENT

(000000) 00000000

TERMINATION, RELEASE AND RECEIPT AGREEMENT

THIS TERMINATION, RELEASE AND RECEIPT AGREEMENT (this "**Agreement**") is made on November 27, 2002, by and among **SNAPPER, INC.** (to be renamed OSI, Inc.), a Georgia corporation ("**Borrower**"), **METROMEDIA INTERNATIONAL GROUP, INC.**, a Delaware corporation ("**Guarantor**"), **FLEET CAPITAL CORPORATION**, a Rhode Island corporation, as collateral and administrative agent ("**Agent**") for various financial institutions ("**Lenders**"), with an office at 300 Galleria Parkway, Suite 800, Atlanta, Georgia 30339, Lenders and **FLEET CAPITAL CORPORATION**, a Rhode Island corporation ("**New Lender**"), with an office at One South Wacker Drive, Suite 1400, Chicago, Illinois 60606.

RECITALS:

Borrower, Agent, and Lenders are parties to a certain Loan and Security Agreement dated November 11, 1998 (as at any time amended, the "**Loan Agreement**"), pursuant to which Agent and Lenders agreed to make certain loans and other financial accommodations to Borrower from time to time, which loans and other financial accommodations are guaranteed by Guarantor pursuant to that certain Limited Guaranty Agreement, made by Guarantor in favor of Agent, dated November 11, 1998 (the "**Guaranty**").

As of the date hereof, all Loans (as such term is defined in the Loan Agreement) have been paid in full, subject to final clearance of checks and other items of payment.

Borrower, Agent, and Lenders desire to enter into this Agreement to reflect, among other things, the termination of Agent's and Lenders' obligation to extend any additional credit to Borrower under the Loan Agreement, the return of certain original loan documents by Agent and Lenders to Borrower and the release of any claims of Borrower and Guarantor against Agent and Lenders.

NOW, THEREFORE, in consideration of the premises and for TEN DOLLARS (\$10.00) in hand paid by each of the parties hereto to the other, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, hereby agree as follows:

1. **Defined Terms.** Capitalized terms used herein and not otherwise defined herein shall have the meanings given such terms in the Loan Agreement.

2. **Termination of Lender's Obligations under the Loan Agreement.** Effective as of the date hereof, Borrower, Agent, and Lenders hereby acknowledge that Agent and Lenders shall have no further obligation to make Loans or extend other financial accommodations to or for the benefit of Borrower under the Loan Agreement or otherwise, including, without limitation, any obligation to issue or guarantee any Letters of Credit.

3. **Release of Liens.** Agent and Lenders agree that all of Agent's liens and security interests in the assets of Borrower shall terminate if and when all of the following conditions have been satisfied:

(a) the delivery by Borrower to Agent of an original, duly executed security agreement in the form attached hereto as Exhibit A, pursuant to which Borrower grants to Agent a security interest in account number 94175-52522 (the former blocked account) established by Borrower at Fleet National Bank in the name of Borrower for the benefit of Agent (the "Cash Collateral Account") and the cash collateral from time to time therein as security for Borrower's contingent obligations to Agent for the indemnification and reimbursement obligations described in that certain Payoff Confirmation Letter dated the date hereof among Borrower, Guarantor, Agent, Lenders, and New Lender (the "Payoff Letter");

(b) the delivery by Borrower to Agent of an original, duly executed deposit account control agreement in the form attached hereto as Exhibit B, pursuant to which Borrower grants to Agent control over the Cash Collateral Account and Fleet National Bank agrees to accept instructions concerning the Cash Collateral Account only from Agent, duly executed by Borrower and Fleet National Bank;

(c) the filing by Agent of a UCC financing statement naming Borrower as the debtor and Agent as the secured party to evidence Agent's security interest in the Cash Collateral Account;

(d) Agent's receipt of confirmation from Fleet National Bank that the Cash Collateral Account has been established, that Fleet National Bank has received a wire transfer from New Lender of \$300,000 in immediately available federal funds for deposit in the Cash Collateral Account, and that such amount has been deposited in the Cash Collateral Account; and

(e) Agent's receipt of confirmation from Fleet National Bank that Fleet National Bank has received a wire transfer from New Lender of immediately available federal funds, for the account of Agent, for the benefit of itself and Lenders, to satisfy the full amount of the Absolute Obligations (as defined in the Payoff Letter) outstanding on the date of Agent's confirmation of receipt of such funds.

The foregoing are collectively referred to herein as the "Release Conditions".

Upon satisfaction of the Release Conditions, Agent will authorize Borrower or New Lender to prepare and file any and all terminations, releases or satisfactions necessary to release and/or terminate such liens, including, without limitation, UCC terminations of all UCC financing statements executed by Borrower in favor of Lender, and Agent will execute and deliver, at Borrower's request, reassignments without recourse of all patent and trademark assignments executed by Borrower in favor of Agent. All such releases of UCC financing statements and reassignments of patents and trademarks shall be recorded at the sole cost and expense of Borrower.

Agent and Lenders additionally agree to release to Borrower, and to deliver to Borrower, or to such other Person as Agent is directed by Borrower, all stock certificates of Borrower held by Agent or any Lender as security for the Obligations.

4. **Receipt.** By its signature below, Borrower hereby acknowledges receipt of the Lien releases and documents referred to in paragraph 4 hereof and waives any responsibility of Agent and Lenders to record any of such documents.

5. **Mutual Release.**

(a) Effective upon the satisfaction of the Release Conditions, Borrower, on behalf of itself and of all those entities claiming by, through, or under it, together with their successors and assigns, and Guarantor, on behalf of itself and all those entities claiming by, through or under it, together with their successors and assigns (collectively referred to in this paragraph as the "**Borrower Releasees**"), for good and valuable consideration, including, without limitation, the execution of this Agreement by Agent and Lenders and Agent's release of its Liens, does hereby unconditionally remise, release, acquit and forever discharge Agent and Lenders and their past and present officers, directors, shareholders, employees, agents, attorneys, parent corporations, subsidiaries, affiliates, successors and assigns, and the heirs, executors, trustees, administrators, successors, and assigns of any such persons and entities (collectively referred to in this paragraph as the "**Lender Releasees**"), of and from any and all manner of actions, causes of action, suits, claims, counterclaims, liabilities, obligations, defenses, and demands whatsoever (if any), at law or in equity, or disputed or undisputed, which any of the Borrower Releasees ever had, now has, or hereafter can, shall, or may claim to have against any of the Lender Releasees for or by reason of any cause, matter, or thing whatsoever, arising from the beginning of the world to the date of execution of this Agreement.

(b) Effective upon the satisfaction of the Release Conditions, Agent and Lenders, each on behalf of itself and all those entities claiming by, through, or under it, together with their successors and assigns (collectively referred to in this paragraph as the "**Lender Releasees**"), for good and valuable consideration, including, without limitation, the execution of this Agreement by Borrower and Guarantor, does hereby unconditionally remise, release, acquit and forever discharge Borrower, Guarantor and each of Borrower's and Guarantor's past and present officers, directors, shareholders, employees, agents, attorneys, parent corporations, subsidiaries, affiliates, successors and assigns, and the heirs, executors, trustees, administrators, successors, and assigns of any such persons and entities (collectively referred to in this paragraph as the "**Borrower Releasees**"), of and from any and all manner of actions, causes of action, suits, claims, counterclaims, liabilities, obligations, defenses, and demands whatsoever (if any), at law or in equity, or disputed or undisputed, which any of the Lender Releasees ever had, now has, or hereafter can, shall, or may claim to have against any of the Borrower Releasees for or by reason of any cause, matter, or thing whatsoever, arising from the beginning of the world to the date of execution of this Agreement; provided, however, that the foregoing shall not be deemed to release any Borrower Releasee from (a) any liability of such Borrower Releasee arising from the indemnity and reimbursement obligations of such Borrower Releasee pursuant to that certain Payoff Confirmation Letter among Borrower, Agent, Lenders, Guarantor and New Lender, dated the date hereof, with respect to the payoff of the Obligations or the indemnity obligations of such Borrower Releasee under the Loan Documents that expressly

survive the payment in full of the Obligations and the termination of the Loan Documents, or (b) any indemnity under any of the Loan Documents, including, without limitation, the Guaranty, which is expressly stated to survive the termination thereof or repayment of the Obligations.

6. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Georgia without reference to principles of conflicts of laws, as the same may from time to time be in effect.

7. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall be one and the same instrument.

IN WITNESS WHEREOF, Agent, Lenders, Borrower, Guarantor and New Lender have caused this Agreement to be executed by their duly authorized officers, as of the date first above written.

FLEET CAPITAL CORPORATION
as Agent and a Lender

By: Laura K. Olan
Title: Vice President

CONGRESS FINANCIAL CORPORATION(SOUTHERN),
as a Lender

By: _____
Title: _____

BANK OF AMERICA, N.A.,
as a Lender

By: _____
Title: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

survive the payment in full of the Obligations and the termination of the Loan Documents, or (b) any indemnity under any of the Loan Documents, including, without limitation, the Guaranty, which is expressly stated to survive the termination thereof or repayment of the Obligations.

6. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Georgia without reference to principles of conflicts of laws, as the same may from time to time be in effect.

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IN WITNESS WHEREOF, Agent, Lenders, Borrower, Guarantor and New Lender have caused this Agreement to be executed by their duly authorized officers, as of the date first above written.

FLEET CAPITAL CORPORATION
as Agent and a Lender

By: _____

Title: _____

CONGRESS FINANCIAL CORPORATION(SOUTHERN),
as a Lender

By: *Marion P. Hallway*

Title: *Senior Vice President*

BANK OF AMERICA, N.A.,
as a Lender

By: _____

Title: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

(209037.2) 000052-00743

- 4 -

P. 002
#2388 P.002/005

CONGRESS FINANCIAL
770 952 5411

NOV.27.2002 11:51 770 952 5411
EX DATE/TIME : NOV. -27' 02 (WED) 11:53
11/27/02 WED 14:19 [TX/RX NO 9176] 015

TRADEMARK
REEL: 002633 FRAME: 0605

survive the payment in full of the Obligations and the termination of the Loan Documents, or (b) any indemnity under any of the Loan Documents, including, without limitation, the Guaranty, which is expressly stated to survive the termination thereof or repayment of the Obligations.

6. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Georgia without reference to principles of conflicts of laws, as the same may from time to time be in effect.

7. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall be one and the same instrument.

IN WITNESS WHEREOF, Agent, Lenders, Borrower, Guarantor and New Lender have caused this Agreement to be executed by their duly authorized officers, as of the date first above written.

FLEET CAPITAL CORPORATION
as Agent and a Lender

By: _____

Title: _____

CONGRESS FINANCIAL CORPORATION(SOUTHERN),
as a Lender

By: _____

Title: _____

BANK OF AMERICA, N.A.,
as a Lender

By: Uchir P.

Title: AVP

[SIGNATURES CONTINUED ON NEXT PAGE]

NOV. -27' 02 (WED) 14:20
RX DATE/TIME

PARKER, HUDSON, RAINER & DOBBS

TEL: 4045228409

P. 017/019

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SNAPPER

P. 001
0001/0003

11/27/02 12:56 FAX 212 886 2900 2

BRMF & S LLP

005

SNAPPER, INC. (to be renamed OSI, Inc.)
("Borrower")

By: *James A. Smith*

Title: CFO

METROMEDIA INTERNATIONAL
GROUP, INC.
("Guarantor")

By: _____

Title: _____

FLEET CAPITAL CORPORATION
("New Lender")

By: _____

Title: _____

NOV. -27 02(WED) 14:21

PARKER, HUDSON, RAINER & DOBBS

TEL: 4045228409

P. 018/019

NOV 27 02 (WED) 13:44
11/27/02 13:46 FAX 212 885 2900 5
11/27/02 13:57 FAX 2125273005

BRMF&S L.L.P
MITI

P. 002
003

SNAPPER, INC. (to be renamed OSI, Inc.)
("Borrower")

By: _____

Title: _____

**METROMEDIA INTERNATIONAL
GROUP, INC.**
("Guarantor")

By:  _____

Title: CFO

FLEET CAPITAL CORPORATION
("New Lender")

By: _____

Title: _____

NOV. -27' 02 (WED) 14:21
RX DATE/TIME : NOV. -27' 02 (WED) 11:21
11/27/2002 10:17 FAX
11/27/2002 09:43 FAX 312 800 5006

PARKER, HUDSON, RAINER & DOBBS

TEL: 4045228409

P. 019/019

VEDDER PRICE KAUFMAN
VEDDER PRICE KAUFMAN

P. 007
007/012

006

SNAPPER, INC. (to be renamed OSI, Inc.)
("Borrower")

By: _____

Title: _____

**METROMEDIA INTERNATIONAL
GROUP, INC.**
("Guarantor")

By: _____

Title: _____

FLEET CAPITAL CORPORATION
("New Lender")

By: Alan R. Martin

Title: Executive Vice-President

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