PROMISSORY NOTE

Akron, Ohio
June 19, 1985
$2,750,000.00

For value received, Vygen, Inc. ("Maker"), a New Jersey corporation, hereby promises to pay to the order of DiversiTech General, Inc. ("Holder") at One General Street, Akron, Ohio, the principal sum of Two Million Seven Hundred Fifty Thousand Dollars ($2,750,000.00), with interest payable at a fluctuating rate per annum equal to the Prime Rate, with each change in the interest rate chargeable hereunder to take effect simultaneously with a corresponding change in the Prime Rate, but at all times subject to a minimum rate of eleven percent (11%) per annum and a maximum rate of thirteen percent (13%) per annum. As used herein, the Prime Rate shall be the floating commercial loan rate of Manufacturers Hanover Corporation announced from time to time as its prime rate.

This Note originates from a certain Sale Agreement between the Maker and Holder dated June 19, 1985 in connection with Maker's purchase of Holder's Ashtabula, Ohio manufacturing facility. The indebtedness of Maker evidenced hereby shall be subordinated to Maker's indebtedness to Glenfed Financial Corporation ("Glenfed"), Maryland National Industrial Finance Corporation ("Maryland National") and Ashtabula County, Ohio ("Ashco") described in the Intercreditor and Subordination Agreement dated as of June 19, 1985 (the "Intercreditor Agreement"), a copy of which is attached hereto as Exhibit A, and the indebtedness of Maker evidenced hereby shall be subject to the terms and conditions of such Intercreditor Agreement so long as any indebtedness of Maker to Glenfed, Maryland National or Ashco described therein shall remain outstanding.

I. Payments of interest and principal hereunder shall be due and payable at Holder's offices as follows:

A. During the period June 19, 1985 through June 19, 1986, accrued interest on the principal balance shall be calculated quarterly on September 19, 1985, December 19, 1985, March 19, 1986 and June 19, 1986, with the sum of such first four quarters of accrued interest being payable June 19, 1995.

B. Interest only shall be payable quarterly beginning September 19, 1986, with such payments being due and payable each December 19, March 19, June 19 and September 19 thereafter through June 19, 1988.

C. Beginning September 19, 1988, and on each December 19, March 19, June 19 and September 19 thereafter through March 19, 1995, principal payments of Ninety-Eight Thousand Two Hundred Fourteen Dollars Twenty-Eight Cents ($98,214.28), plus accrued interest on the unpaid principal balance outstanding on the last day of the preceding quarter shall be due and payable.

D. On June 19, 1995, a final payment equal to the sum of (i) the remaining unpaid balance on the principal amount; (ii) accrued interest for the quarter ended June 19, 1995; and (iii) the first year accrued interest calculated pursuant to paragraph I(A) shall be due and payable.

II. Quarterly interest calculations during the term that this Note remains outstanding shall be determined each June 19, September 19, December 19 and March 19 by multiplying the principal amount outstanding on the first day of the quarter times the number of days included in the quarterly interest period times a fraction whose numerator is the prime rate in effect for such quarterly interest period and whose denominator is three hundred sixty (360).

III. Maker agrees that so long as this Note remains outstanding it will not, without approval of Holder:

A. Incur any indebtedness (other than Maker's indebtedness to Glenfed, Maryland National and Ashco specifically identified in the Intercreditor Agreement) or renew, refinance or change any of the terms or conditions of any such indebtedness except as may be specifically permitted pursuant to the provisions of the Intercreditor Agreement;

B. Incur a working capital indebtedness which at any one time exceeds a revolving line of credit in excess of Three Million Dollars ($3,000,000.00);

C. Declare or pay any cash dividends on its capital stock in excess of One Dollar ($1.00) per share per year or an aggregate of One Thousand Dollars ($1,000.00) per year, whichever is less;

D. Purchase or redeem any of its capital stock;

E. Make any capital expenditures of more than One Hundred Thousand Dollars ($100,000.00) in the aggregate in any fiscal year;

F. Sell, assign or otherwise dispose of any of its fixed assets, other than in the ordinary course of business, unless the net proceeds therefrom are applied pursuant to the terms of the Intercreditor Agreement as a prepayment of Maker's then outstanding indebtedness;

G. Merge or consolidate with any other corporation unless after such action the remaining or resulting corporation shall have assumed all liabilities hereunder and shall have a shareholder equity at least as large as that of Maker prior to such action;

H. Make any investment in, or guarantee or become otherwise liable (either directly or indirectly) for any indebtedness or obligation of, any third person.

IV. As long as this Note remains outstanding Maker will furnish to Holder within forty-five (45) days from the end of each fiscal quarter ending after the date of this Note and within one hundred twenty (120) days following the end of each fiscal year a balance sheet, statement of income and statement of source and application of funds for and as of the period then ending. Such quarterly reports will be certified by the principal financial officer of Maker and the annual report will be certified by Maker's independent accountants. Maker shall also give access to representatives of Holder at reasonable times during normal business hours to the books and records of Maker and shall furnish to Holder such documents and information as Holder shall reasonably request.

V. The debt evidenced by this Note shall be secured by a Third Mortgage on land, buildings and equipment, and a Third lien on inventory and accounts receivable as shall be held by Maker at the date of any default hereunder, which Third Mortgage and Third lien shall be subordinated only to the liens of Glenfed, Maryland National and Ashco pursuant to the terms of the Intercreditor Agreement.

VI. If the Maker: (a) violates any provision of Article III hereof; (b) makes an assignment for benefit of creditors, or if a receiver is appointed to take control of its assets or to operate its business, or if bankruptcy proceedings, whether voluntary or involuntary, are instituted against it; (c) ceases doing business or liquidates or dissolves; (d) creates or suffers to exist a lien upon any of the assets owned by it other than those liens identified under paragraph V above, other than a lien for taxes not yet due and payable; (e) fails to pay in full and discharge any obligation under this Note or any other indebtedness or obligation owing by it to the Holder of this Note or to Glenfed, Maryland National or Ashco when such indebtedness shall become due and payable; (f) breaches any of the provisions of the above-referenced Sale Agreement, or initiates any form of litigation in any Court against Holder, whether or not such litigation arises out of such Sale Agreement, then, upon the happening of any such event, the entire unpaid principal of this Note, together with all accrued interest thereon, shall at once become due and payable, at the option of the Holder hereof, without notice, presentment, demand for payment, notice of dishonor, protest or notice of protest, all of which are hereby expressly waived.

VII. In the event of default, Maker shall pay all costs of collection, including any court costs and such reasonable attorneys' fees as may be awarded by the court having jurisdiction of this matter.

VIII. Nothing contained herein shall prohibit Holder from assigning or otherwise transferring this Promissory Note to any parent or subsidiary of Holder, and in the event of any such assignment or transfer, Maker's obligations hereunder shall be owed to the same extent and upon the same terms to such assignee or transferee as such obligations were owed to Holder prior to such assignment or transfer.

VYGEN, INC.

BY____________________________

TITLE__________________________