

06-27-2005

6-23-05

RECORDATION
TRAD



103028582

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Bristol Technology, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) April 11, 2005

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Connecticut Innovations, Incorporated

Internal

Address: _____

Street Address: 999 West Street

City: Rocky Hill

State: Connecticut

Country: United States Zip: 06067

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

Citizenship _____
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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,409,858 and 2,389,169

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Kenosia - Reg. No. 2,409,858, Registered 12/5/00
Data Alchemy - Reg. No. 2,389,169, Registered 9/26/00

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

Name: Benjamin N. Hargy

Internal Address: _____

Street Address: One State Street, 24th Floor

City: Hartford

State: Connecticut Zip: 06106

Phone Number: (860) 548-2622

Fax Number: (860) 548-2680

Email Address: bhargy@uks.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Benjamin Hargy
Signature

June 21, 2005

Date

Benjamin N. Hargy
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 17

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

06/24/2005 ECOOPER 00000223 2409858

01 FC:8521
02 FC:8522

40.00 OP
25.00 OP

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT is made as of the 11th day of April, 2005, by and between Bristol Technology, Inc., a Delaware corporation ("Debtor"); and Connecticut Innovations, Incorporated, a Connecticut corporation ("Secured Party").

WITNESSETH:

WHEREAS, pursuant to the Put Termination and Stock Purchase Agreement, dated the date hereof between the Debtor and the Secured Party (the "Termination Agreement"), Debtor has executed and delivered to Secured Party two (2) Secured Promissory Notes of even date herewith, each in the original principal amount of \$400,000 for a total of \$800,000 (as the same may be amended, extended, renewed or restated from time to time, the "Notes"); and

WHEREAS, Debtor has agreed to enter into this Security Agreement in order to induce Secured Party, to enter into the Termination Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows (capitalized terms used herein but not defined shall have the meanings ascribed to them in the Termination Agreement:

Section 1. The Security Interests; Collateral.

(a) In order to secure the due and punctual payment of the Notes and all other obligations thereunder (the "Obligations"), the Secured Party is being granted a security interest (the "Security Interests") in the Collateral to secure payment of the Notes. For purposes hereof, Collateral which consists of the fixtures and all tangible and intangible personal property of the DA Business including the fixtures and property set forth on Schedule A hereto are referred to as the "DA Collateral" and all fixtures and all tangible and intangible personal property of the Company other than the DA Collateral including the fixtures and property set forth on Schedule B hereto are referred to as the "Bristol Collateral", and with the DA Collateral, the "Collateral". Notwithstanding anything contained herein to the contrary, the Secured Party agrees to release and/or subordinate its Security Interest in the Collateral as set forth in the Termination Agreement.

(b) Definitions. As used herein, the following terms shall have the following meanings:

(i) "Copyrights" means (a) all copyrights of the United States or any other country, including, without limitation, any thereof referred to in Schedule A, (b) all copyright registrations filed in the United States or in any other country, including, without limitation, any thereof referred to in Schedule A, (c) all Debtor's copyrights for Derivative Works of those copyrights referred to in Schedule A, and (d) all proceeds (as defined by the UCC) thereof.

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TRADEMARK
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(ii) “Copyright License” means all agreements, whether written or oral, providing for the grant by Debtor of any right to use any Copyright.

(iii) “Derivative Work” or “Derivative Works” has the meaning set forth in Section 101 of the U.S. Copyright Act (17 U.S.C. § 101) for “derivative work”.

(iv) “General Intangible” has the meaning for such term set forth in the UCC.

(v) “Patents” means (a) all patents of the United States and all reissues and extensions thereof, including, without limitation, any thereof referred to in Schedule A, (b) all applications for patents of the United States and all divisions, continuations and continuations-in-part thereof or any other country, including, without limitation, any thereof referred to in Schedule A, and (c) all proceeds (as defined by the UCC) thereof.

(vi) “Patent License” means all agreements, whether written or oral, providing for the grant by Debtor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, any thereof referred to in Schedule A.

(vii) “Software” has the meaning for such term set forth in the UCC.

(viii) “Software License” means any agreement, written or oral, providing for the grant by Debtor of any right to use any Software, including, without limitation, any Software License referred to Schedule A.

(ix) “Trademarks” means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether registered in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof or otherwise, including, without limitation, any thereof referred to in the Collateral Disclosure List, (b) all renewals thereof, and (c) all proceeds (as defined by the UCC) thereof, including the goodwill of the business connected with the use of and symbolized by the Trademarks.

(x) “Trademark License” means any agreement, written or oral, providing for the grant by Debtor of any right to use any Trademark, including, without limitation, any thereof referred to in Schedule A.

(xi) “UCC” means the Uniform Commercial Code of the State of Delaware.

(c) Intellectual Property.

(i) The Debtor will notify the Secured Party if it knows that any application or registration relating to any Patent, Copyright, or Trademark listed on Schedule A hereto that is material to its business may become abandoned, dedicated or expired (as applicable), or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal in any country) regarding Debtor's ownership of any Patent, Copyright, Software, or Trademark or its right to register the same or to keep and maintain the same.

(ii) Whenever Debtor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Patent, Software or Trademark with the United States Patent and Trademark Office or any Copyright or Software with the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, Debtor shall report such filing to the Secured Party within five (5) business days the date that such filing occurs.

(iii) The Debtor shall execute and deliver any and all agreements, instruments, documents, and papers as the Secured Party may request to evidence the Secured Party's security interest in any Patent, Copyright, Software, General Intangible or Trademark and the goodwill of Debtor relating thereto or represented thereby, and Debtor hereby constitutes the Secured Party as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Obligations are paid in full.

(iv) The Debtor will take all reasonable steps, in its sole determination, including, without limitation, in any proceeding before the United States Patent and Trademark Office, or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of any registered Patents, Copyrights, Software, General Intangibles or Trademarks, which Debtor in its sole determination deems necessary to its business, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(d) Commercial Tort Claims. The Debtor hereby represents and warrants that all Commercial Tort Claims (as define by the UCC) to which the Debtor has a right are listed on Schedule B. The Debtor shall promptly notify the Secured Party in writing upon incurring or otherwise obtaining a Commercial Tort Claim against any third party, and upon request of the Secured Party, promptly enter into an amendment to this Security

Agreement and do such other acts or things deemed appropriate by the Secured Party a security interest in any such Commercial Tort Claim.

(e) Jurisdiction of Incorporation. The Debtor hereby represents and warrants that the Debtor's jurisdiction of incorporation is Delaware. The Debtor will not change its jurisdiction of incorporation from that specified herein, unless it shall have given the Secured Party at least thirty (30) days prior written notice thereof.

Section 2. Filing; Further Assurances. Debtor will, at its expense, execute, deliver, file and record (in such manner and form as Secured Party may require), or permit Secured Party to file and record, any financing statements, any carbon, photographic or other reproduction of a financing statement or this Security Agreement (which the parties hereto agree shall be sufficient as a financing statement hereunder), any specific assignments or other paper that may be reasonably necessary or desirable, or that Secured Party may request, in order to create, confirm, preserve, perfect or validate any Security Interest or to enable Secured Party to exercise and enforce its rights and remedies hereunder or under applicable law with respect to any of the Collateral. Debtor hereby appoints Secured Party as Debtor's attorney-in-fact to execute in the name and on behalf of Debtor such additional financing statements as Secured Party may at any time request or require in respect of the Collateral. The Debtor also hereby authorizes the Secured Party to file any such financing or continuation statement without the signature of the Debtor to the extent permitted by applicable law.

Section 3. General Authority. Debtor hereby irrevocably appoints Secured Party as Debtor's true and lawful attorney, with full power of substitution, in the name of Debtor, Secured Party or otherwise, for the sole use and benefit of Secured Party, but at Debtor's expense, to the extent permitted by law to exercise, at any time and from time to time after any Event of Default (as set forth in the Termination Agreement) has occurred, all or any of the following powers with respect to all or any of the Collateral (which power shall be in addition and supplemental to any powers, rights and remedies of Secured Party described herein or otherwise available to Secured Party under applicable law):

- (i) to demand, sue for, collect, receive and give acquittance for any and all moneys due or to become due upon or by virtue thereof,
- (ii) to receive, take, endorse, assign and deliver any and all checks, notes, drafts, documents and other negotiable and non-negotiable instruments and chattel paper taken or received by Secured Party in connection therewith,
- (iii) to settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto,
- (iv) to sell, transfer, assign or otherwise deal in or with the same or the proceeds or avails thereof or any related goods securing the Customer Receivables, as fully and effectually as if Secured Party were the absolute owner thereof,
- (v) to extend the time of payment of any or all thereof and to make any allowance and

other adjustments with reference thereto,

(vi) to discharge any taxes, liens, security interests or other encumbrances at any time placed thereon,

(vii) to carry out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement,

(viii) to assign any Patent, Copyright, Software, General Intangible or Trademark (along with the goodwill of the business to which any such Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Secured Party shall in its sole discretion determine, and

(ix) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Secured Party were the absolute owner thereof for all purposes, and to do, at the Secured Party's option and Debtor's expense, at any time, or from time to time, all acts and things which the Secured Party deems necessary to protect, preserve or realize upon the Collateral and the Secured Party's encumbrances thereon and to effect the intent of this Security Agreement, all as fully and effectively as Debtor might do.

The power conferred on Secured Party under this Section 3 is solely to protect, realize upon and enforce Secured Party's Security Interest and rights and remedies in respect to the Collateral and shall not impose any duty upon Secured Party to exercise such power. This power of attorney is a power coupled with an interest and shall be irrevocable. The powers conferred on the Secured Party hereunder are solely to protect Secured Party's interests in the Collateral and shall not impose any duty upon the Secured Party to exercise any such powers.

Section 4. Remedies Upon Event of Default. Upon an Event of Default as set forth in the Termination Agreement, Secured Party may, without notice or demand, do any or all of the following:

- (a) Make any payments it considers necessary or reasonable to protect its security interests in the Collateral;
- (b) Ship, reclaim, recover, store, finish, maintain, repair, prepare for sale and sell the Collateral; or
- (c) Dispose of the Collateral according to the UCC.

Section 5. Application of Collateral and Proceeds. The proceeds of any sale of, or other realization upon, all or any part of the Collateral shall be applied in the following order of priorities:

- (a) first, to pay the expenses of such sale or other realization, including reasonable

commission to Secured Party's agent, and all expenses, liabilities and advances incurred or made by Secured Party in connection therewith;

(b) second, to the payment of the Obligations in such order and manner as Secured Party, in its sole discretion, shall determine; and

(c) finally, unless applicable law otherwise provides, to pay to Debtor, or its successors or assigns, or as a court of competent jurisdiction may direct, any surplus then remaining from such proceeds.

Section 6. Termination of Security Interests; Release of Collateral.

Notwithstanding anything contained herein to the contrary, the Secured Party agrees to terminate its Security Interest and release the Collateral as set forth in the Termination Agreement.

Section 7. Notices. All notices and other communications required or permitted hereunder shall be given in writing and shall be deemed effectively given upon (i) personal delivery, (ii) receipt if sent by confirmed facsimile transmission to the number indicated below (provided, that such facsimile transmission is followed by delivery via another method permitted hereby), or (iii) three (3) business days following deposit with the United States Postal Service, by certified mail, return receipt requested, postage prepaid, or (iv) one (1) business day if sent by overnight courier with a nationally recognized courier service, addressed:

If to the Company, to it at:

Bristol Technology, Inc.
39 Old Ridgebury Road
Danbury, CT 06810
Attn: Chief Executive Officer
Facsimile: (203) 798-2247

with a copy to:

Edwards & Angell, LLP
Stamford Plaza Three
301 Tresser Boulevard
Stamford, CT 06901
Attn: Vincent M. Kiernan, Esq.
Facsimile: (888) 325-9572

If to CII, to it at:

Connecticut Innovations, Incorporated
999 West Street
Rocky Hill, Connecticut 06067
Attn: Arnold B. Brandyberry
Facsimile: 860-563-4877

with a copy to:

Updike, Kelly & Spellacy, P.C.
One State Street
Hartford, CT 06103
Attn: David E. Sturgess, Esq.
Facsimile: 860-548-6067

Section 9. Waivers; Non-Exclusive Remedies.

(a) Except as otherwise specifically provided herein, Debtor hereby waives demand, notice, protest, notice of acceptance of this Security Agreement, notice of loans made, credit extended, collateral received or delivered or other action taken in reliance hereon (and all other demands and notice of any description). With respect to both the

Obligations and the Collateral, Debtor hereby assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of Collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as Secured Party may deem advisable.

(b) Debtor, to the extent it may lawfully do so, hereby consents to the jurisdiction of the courts of the State of Connecticut and the Federal District Courts for the District of Connecticut for the purpose of any suit or proceeding brought in connection with or with respect to this Security Agreement.

Section 10. Waiver of Jury Trial. EACH OF DEBTOR AND SECURED PARTY HEREBY EXPRESSLY WAIVES TRIAL BY JURY IN ANY ACTION BROUGHT ON OR WITH RESPECT TO THIS SECURITY AGREEMENT.

Section 11. Changes in Writing. Neither this Security Agreement nor any provision hereof may be changed, waived, discharged or terminated orally but only by a statement in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

Section 12. Governing Law; Venue. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF DELAWARE (WITHOUT GIVING EFFECT TO ANY CONFLICTS OR CHOICE OF LAWS PROVISIONS THAT WOULD CAUSE THE APPLICATION OF THE DOMESTIC SUBSTANTIVE LAWS OF ANY OTHER JURISDICTION). NONE OF THE PARTIES HERETO HAS AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES. EACH OF THE PARTIES IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY COURT OF THE STATE OF CONNECTICUT SITTING IN HARTFORD COUNTY OR THE UNITED STATES DISTRICT COURT OF THE DISTRICT OF CONNECTICUT OVER ANY ACTION, SUIT OR PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY OBJECTIONS, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF *FORUM NON CONVENIENS* WHICH SUCH PARTY MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTIONS, SUIT OR PROCEEDING IN ANY SUCH COURT.

Section 13. Separability. If any provision hereof is invalid or unenforceable in any jurisdiction, the other provisions hereof shall remain in full force and effect in such jurisdiction.

Section 14. Successors and Assigns. This Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, including, without limitation, any subsequent holders of the Note(s) or any of the Obligations, each of whom shall, without further act, become a party hereto by becoming a holder of the Note(s) or such

Obligations.

Section 15. Supremacy Clause. In the event any provision(s) contained herein conflicts with any provision contained in the Termination Agreement, the provision(s) contained in the Termination Agreement shall control.

Section 16. Headings. The headings in this Security Agreement are for the purposes of reference only and shall not limit or otherwise affect the meaning hereof.

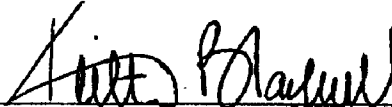
Section 17. Counterparts. This Security Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Security Agreement has been executed by the parties hereto all as of the day and year first above written.

Debtor:

BRISTOL TECHNOLOGY, INC.



By: KEITH Blackwell
Title: CEO

Secured Party:

**CONNECTICUT INNOVATIONS,
INCORPORATED**

By:
Title:

IN WITNESS WHEREOF, this Security Agreement has been executed by the parties hereto all as of the day and year first above written.


Debtor:

BRISTOL TECHNOLOGY, INC.

By:
Title:

Secured Party:

**CONNECTICUT INNOVATIONS,
INCORPORATED**

MH 

By: Arnold B. Brandberry
Title: Acting President - Executive Director

Schedule A

DA Collateral

1. All accounts receivable between the Company and/or Kenosia Corporation, a wholly owned subsidiary of the Company ("Kenosia"), on the one hand, and their customers, on the other hand relating to the DA Business.
2. All fixed assets and software owned by Kenosia (schedule attached).
3. All contracts between Kenosia and its customers.
4. All contracts between the Company and customers for DataAlchemy software and KnowledgeShare software.
5. Intellectual property of Kenosia
 - (a) Intellectual property owned by Kenosia:

Trademarks: Data Alchemy – Reg. No. 2,389,169, Registered 9/26/00
Kenosia – Reg. No. 2,409,858, Registered 12/5/00
KnowledgeShare = Not Registered

Service Mark: Kenosia – Reg. No. 2,409,858, Registered 12/5/00

Domain Name: Kenosia.Com

Copyrights (not registered): Kenosia Source Code, KnowledgeShare Source Code, User Interfaces

- (b) Components which are critical to success of the Company's products but which are subject to patent rights (or other proprietary rights) of third parties:

RDM (Raima Database Manager) Embedded: DataAlchemy database engine, source code license purchased from Raima Corporation. Rights to the product are currently owned by Birdstep Technology (www.birdstep.com). Current version used: 4.5.2.

Formula One ActiveX Grid Component: Spreadsheet control used in DataAlchemy & KnowledgeShare, source code license purchased from Tidestone Technologies, Inc. Rights to the product are currently owned by Actuate Corp. (www.reportingengines.com). Current version used: 6.1.

First Impressions ActiveX Chart Component: Chart control used in DataAlchemy & KnowledgeShare, source code license purchased from Visual Components, Inc. Current version used: 5.5.

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DynaZip & Active Delivery: File compression technology used in DataAlchemy & KnowledgeShare. Rights to the product are owned by Inner Media, Inc. (www.innermedia.com).

ISource Image Library: Image manipulation and conversion utilities used in DataAlchemy & KnowledgeShare. Source code license purchased from Smaller Animals Software, Inc.

DataAlchemy is largely authored in C++ using MFC (Microsoft Foundation Classes) and is developer and compiled in the Microsoft Visual Studio environment. Components of DataAlchemy are written in VBScript (the PowerPoint and Excel Add-Ins).

KnowledgeShare is authored in Java and uses JSP (Java Server Pages), and Java Servlets. Developers work in the IBM WebSphere Application Developer environment.

SCHEDULE B

I. Technology and Intellectual Property

Other than the fixtures and property set forth on Schedule A, all of Debtor's right, title and interest in and to its Technology and Intellectual Property. **"Technology and Intellectual Property"** shall mean all General Intangibles, know-how, technology, inventions, developments, trade secrets, Software, computer programs (including the source and object code thereto), customer lists, Trademarks, Patents, Copyrights, all licenses in connection with any of the foregoing (including Software Licenses, Copyright Licenses, Patent Licenses and Trademark Licenses), all reissues, divisions, continuations, extensions, renewals, and continuations-in-part of any of the foregoing, and all rights in connection therewith including all claims against third parties for past, present or future infringement of any of the foregoing; all licenses, permits, and agreements of any kind or nature pursuant to which the Debtor possesses, uses, or has authority to possess or use intangible property of others, or others possess, use or have authority to possess or use intangible property of the Debtor; and all recorded data of any kind or nature regardless of the medium of recording, including without limitation all software, code, writings, plans, specifications and schematics, whether now owned or hereafter acquired or arising, including but not limited to the following United States patents, copyrights and trademarks:

Patents:

U.S. Patent Application Serial No. 09/564,929

Method and Apparatus for Correlation of Events in a Distributed Multi-System Computing Environment

Description:

A method is presented for monitoring an operation of a distributed transaction processing system of a type that includes a plurality of applications running on a plurality of host processors and communicating with one another. The method includes intercepting and storing event data from Application Program Interface (API) calls generated by individual ones of the plurality of applications, examining said API calls to determine that a first API call is a part of a same particular business transaction as a second API call, and employing all or a portion of said first and second stored events in a subsequent process (e.g., for diagnostic or reporting purposes).

Application in May of 2000. Bristol is currently awaiting a reply from the USPTO examiner, regarding our filing of April 2005, which was in response to a January 2005 office action by the PTO.

Trademarks: The following are registered trademarks:

Bristol Technology Inc.
Wind/U
TransactionVision
Xprinter

Service Mark: None.

Copyrights: Registered copyrights on the following source code:
TransactionVision
Wind/U

and the following Intellectual Property:

Domain Name: www.bristol.com

II. COLLATERAL

All properties, assets and rights of the Debtor now owned or at any time hereafter acquired by the Debtor or in which the Debtor now has or at any time in the future may acquire any right, title or interest, wherever located or situated and however defined or classified under Article 9 of the UCC (as amended and in effect from time to time).

I. Without limitation of the foregoing, the Collateral includes the following at all times:

- (i) all Accounts;
- (ii) all As-Extracted Collateral;
- (iii) all Chattel Paper;
- (iv) all Commercial Tort Claims, if any, listed and described in this schedule;
- (v) all Consignments;
- (vi) all Contracts;
- (vii) all Deposit Accounts;
- (viii) all Documents;

- (ix) all Equipment;
- (x) all General Intangibles;
- (xi) all Goods;
- (xii) all Health-Care-Insurance Receivables;
- (xiii) all Instruments;
- (xiv) all Inventory;
- (xv) all Investment Property;
- (xvi) all Letter-of-Credit Rights;
- (xvii) all Letters of Credit;
- (xviii) all Payment Intangibles;
- (xix) all Promissory Notes;
- (xx) all Supporting Obligations;
- (xxi) all Vehicles; and
- (xxii) to the extent not otherwise included, all Proceeds (including condemnation proceeds), all Accessions and additions thereto and all substitutions and replacements therefore and products of any and all of the foregoing.

II. The following terms which are defined in the UCC are used herein as so defined: Accessions, Accounts, As-Extracted Collateral, Chattel Paper, Commercial Tort Claims, Consignments, Deposit Accounts, Documents, Equipment, General Intangibles, Goods, Health-Care-Insurance Receivables, Instruments, Inventory, Investment Property, Letters of Credit, Letter-of-Credit Rights, Payment Intangibles, Proceeds, Promissory Notes and Supporting Obligations.

III. The following terms shall have the following meanings:

“Contracts” means the separate contracts between the Debtor and third parties (including without limitation its customers), as the same may from time to time be amended, supplemented or otherwise modified, including, without limitation, (a) all rights of the Debtor to receive moneys due and to become due to it thereunder or in connection

therewith, (b) all rights of the Debtor to damages arising out of, or for, breach or Default in respect thereof and (c) all rights of the Debtor to perform and to exercise all remedies thereunder; but excluding any contracts, the assignment or hypothecation of which, for collateral purposes, would result in a Default or require, or cause, a forfeiture or permit a revocation of material rights under such contract.

“Vehicles” means all cars, trucks, trailers, construction and earth moving equipment and other vehicles covered by a certificate of title law of any state and all tires and other appurtenances to any of the foregoing.

IV. The following lists any and all Commercial Tort Claims of the Debtor, and Debtor hereby covenants and agrees to notify Secured Party of any Commercial Tort Claims after the date hereof that are not otherwise listed herein and to amend this Schedule B in order to list such Commercial Tort Claim: None.