

Re

10-2-06

10-03-2006



103315758

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

1. Name of conveying party(ies):

HEARUSA, 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) February 10, 2006

- 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: Siemens Hearing Instruments, Inc.

Internal Address: \_\_\_\_\_

Street Address: 10 Constitution Avenue

City: Fiscataway

State: New Jersey

Country: USA Zip: 08855

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other \_\_\_\_\_

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)  
78/310,914 76/107038 2,354,656  
78/174,387 76/224010 2,336,648

B. Trademark Registration No.(s)  
1471748 1503422

Additional sheet(s) attached?  Yes  No

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

See attached list of trademarks.

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

Name: Seth E. Zuckerman, Esq.

Internal Address: Saiber Schlesinger Satz & Goldstein, LLC

Street Address: One Gateway Center, 13th Floor

City: Newark

State: New Jersey Zip: 07102

Phone Number: (973) 622-3333

Fax Number: (973) 622-3349

Email Address: SEZ@saiber.com

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 215.00

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

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

9. Signature:

Nicolau Bacta Signature

September 25, 2006 Date

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

R  
MRO May 11, 06 877.76

MAY 11 2006

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/3)

08-14-2006  
103290862

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

To the Director of the U. S. Patent and Trademark Office at the following address(es) below.	
<b>1. Name of conveying party(ies):</b>  HEARUSA, INC.  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Delaware</u> <input type="checkbox"/> Other _____ Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b> <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No Name: <u>Siemens Hearing Instruments, Inc.</u> Internal Address: _____ Street Address: <u>10 Constitution Avenue</u> City: <u>Piscataway</u> State: <u>New Jersey</u> Country: <u>USA</u> Zip: <u>08855</u> <input type="checkbox"/> Association <input type="checkbox"/> Citizenship <input type="checkbox"/> General Partnership <input type="checkbox"/> Citizenship <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Citizenship <input type="checkbox"/> Corporation <input type="checkbox"/> Citizenship <input type="checkbox"/> Other <input type="checkbox"/> Citizenship If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)
<b>3. Nature of conveyance (Execution Date(s)):</b> Execution Date(s) <u>February 10, 2006</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____	
<b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b> A. Trademark Application No.(s) <u>76/107038</u> <u>76/224010</u> B. Trademark Registration No.(s) <u>1471748</u> <u>15032594</u> Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</b> <u>See attached list of trademarks.</u>	
<b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Seth E. Zuckerman, Esq.</u> Internal Address: <u>Saiber Schlesinger Satz &amp; Goldstein, LLC</u> Street Address: <u>One Gateway Center</u> City: <u>Newark</u> State: <u>NJ</u> Zip: <u>07102</u> Phone Number: <u>973-622-3333</u> Fax Number: <u>973-622-3349</u> Email Address: <u>SEZ@saiber.com</u>	<b>6. Total number of applications and registrations involved:</b> <u>8</u> <b>7. Total fees (37 CFR 2.6(b)(6) &amp; 3.41)</b> <u>\$215.00</u> <input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed
<b>8. Payment information:</b> a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number _____ Authorized User Name _____	
<b>9. Signature:</b> <u>[Signature]</u> <u>February 10, 2006</u> Signature      Date <u>Stephen J. Hansbrough</u> Total number of pages including cover sheet, attachments, and document: _____ Name of Person Signing	

Documents to be recorded (including cover sheet) should be faxed to (674) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

05/19/2006 DBYRNE 00000014 76107038

01 FC:8521 40.00 DP  
02 FC:8522 175.00 DP

TRADEMARK  
REEL: 003403 FRAME: 0240

**Patents, Copyrights And Trademarks**

1. Registered trademarks:
  - a. "HEARx" design plus words, letters and/or numbers, registered January 5, 1988, registration number 1471748.
  - b. "Your Prescription for Better Hearing" typed drawing, registered September 6, 1988, registration number 1503422.
2. Trademarks in Registration
  - a. "InTouch" design plus words, letters and/or numbers, published in Official Gazette April 17, 2001, serial number 76/107038.
  - b. "International Hearing Services" words, letters or numbers in typed form, filed March 13, 2001, serial number 76/224010.
  - d. "EAR & WAVE" design, registered June 6, 2000, registration number 2,354,656.
  - e. "HEARUSA" and design, registered March 28, 2000, registration number 2,336,648.
  - i. "Prestige", registered June 22, 2004, registration number 78/310,914.
  - c. "It's Clear We Care", registered February 1, 2005, registration number 78/174,387.
3. Common Law Trademarks, Copyrights and other Intellectual Property:
  - a. "HELP Class" Name and design
  - b. Content of HELP Class Handbook & Classroom Materials

- c. Programming and Content of “Center Management System” or “CMS”
- d. Programming and Content of “Customer Contact Plan”
- e. Programming and Content of Telemarketing Scripts, Customer Service Screens, and Call Management Flowcharts
- f. All creative content of advertisements, direct mail, brochures and public communications
- g. Content of JCAHO-compliant operating policies and procedures
- h. Content of HEARx Practice Guidelines for Clinical Services
- i. Center Operating Manual & Management Policies
- j. Sales & Customer Service training programs
- k. New Employee Training Manuals

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

**A. NAME & PHONE OF CONTACT AT FILER (optional)**

**B. SEND ACKNOWLEDGMENT TO: (Name and Address)**

**Seth E. Zuckerman, Esq.**  
**Saiber Schlesinger Satz & Goldstein, LLC**  
**One Gateway Center, 13<sup>th</sup> Floor**  
**Newark, New Jersey 07102**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names**

1a. ORGANIZATION'S NAME <b>HEARUSA, INC.</b>						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS <b>1250 Northpoint Parkway</b>			CITY <b>West Palm Beach</b>	STATE <b>FL</b>	POSTAL CODE <b>33407</b>	COUNTRY <b>USA</b>
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION <b>Corporation</b>	1f. JURISDICTION OF ORGANIZATION <b>Delaware</b>	1g. ORGANIZATIONAL ID #, if any <b>2088204</b> <input type="checkbox"/> NONE		

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names**

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE		

**3. SECURED PARTY'S NAME (or NAME OF TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)**

3a. ORGANIZATION'S NAME <b>Siemens Hearing Instruments, Inc.</b>						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS <b>10 Constitution Avenue</b>			CITY <b>Piscataway</b>	STATE	POSTAL CODE <b>08855</b>	COUNTRY <b>USA</b>

**4. This FINANCING STATEMENT covers the following collateral:**

This Financing Statements covers all assets of the Debtor, including, without limitation, all Equipment, Inventory, Fixtures, Goods, Accounts, Deposit Accounts, Investment Property and all other cash and currency of the Debtor, General Intangibles, Trademarks, Copyrights, Licenses, Patents, Chattel Paper, Documents, Instruments, Governmental Approvals, Books and Records, Personal Property, Commercial Tort Claims, Letter of Credit Rights, Supporting Obligations and all Accessions and Collateral Proceeds and products of any and all of the foregoing, and more particularly described on Exhibit "A" hereto.

5. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> NON-UCC FILING	
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2

**8. OPTIONAL FILER REFERENCE DATA**

UCC FINANCING STATEMENT  
SCHEDULE "A"

**DESCRIPTION OF COLLATERAL**

DEBTOR(S): HEARUSA, INC. (hereinafter referred to as the "Debtor")  
1250 Northpoint Parkway  
West Palm Beach, FL 33407

SECURED PARTY: SIEMENS HEARING INSTRUMENTS, INC., its successors and/or assigns  
(hereinafter referred to as the "Secured Party" or "Lender")  
10 Constitution Avenue  
Piscataway, New Jersey 08855

This Financing Statement covers all of Debtor's assets, including the following property and interests in property, rights, whether now owned or hereafter acquired or existing, and wherever located (collectively, the "Collateral"):

(a) All "accounts" and "chattel paper", as such terms are defined in the Uniform Commercial Code as in effect from time to time in the State of New York, or for the purposes of perfection only, in such other jurisdiction as may be applicable (hereinafter the "UCC"), whether presently existing or hereafter arising, now or hereafter owned by Debtor, but also including in any event, without limitation, (i) all accounts receivable, contract rights, book debts, deposits, retainage, notes drafts, instruments, documents, acceptances, payments under leases of equipment or sale of equipment, chattel paper, general intangibles and other forms of obligations, now owned or hereafter received or acquired by or belonging or owing to Debtor (including any trade names thereof), whether arising out of goods sold or leased or services rendered by it or from any other transaction, whether or not the same involves the sale of goods or services by Debtor (including, without limitation, any such obligation which might be characterized as an account, contract right, chattel paper or general intangible under the Uniform Commercial Code in effect in any jurisdiction), and (ii) all monies due to or to become due to Debtor under all contracts for sale or lease of the Collateral, as such term is defined in the UCC, real property, and/or the performance of services by it (whether or not yet earned by performance on the part of the Debtor);

(b) All "inventory", as such term is defined in the UCC, now or hereafter owned by Debtor, and shall also mean and include all inventory, wherever located, now owned or hereafter acquired by Debtor or in which Debtor has or hereafter may acquire any right, title or interest including, without limitation, all goods, packaging or labeling material, other personal property or real property now or hereafter owned by Debtor which are held for sale or lease or are furnished or are to be furnished under a contract of service or which constitute raw materials, work in process, finished goods or materials used or consumed or to be used or consumed in Debtor's business;

(c) All fixtures, appliances and other articles of personal property belonging to Debtor, whether or not the personal property is or shall be affixed to any real estate owned or occupied by Debtor; including, without limitation of the foregoing, all furniture, furnishings, floor coverings, office equipment, and articles of interior decoration; blinds, shades, storm windows and storm doors; all office and other fixtures, appliances and equipment; all alarms, fire prevention and fire extinguishing systems, apparatus and equipment; telephone equipment; computers; all pipes, conduits, pumps, boilers, tanks, motors, engines and furnaces; all heating, lighting, sprinkling, plumbing, air conditioning, gas-burner, oil-burning and electric fixtures, machinery and equipment of whatsoever kind and nature, including all "equipment" as such term is defined in the UCC and whether located on any real estate owned, leased

occupied or used by Debtor or elsewhere;

(d) All now existing or thereafter arising contracts, instruments, undertakings, documents, or other agreements in or under which Debtor may now or hereafter have any right, title or interest, including, without limitation, (i) any claim arising thereunder from misrepresentation or breach of warranty, (ii) all such agreements which pertain to the lease, sale, construction, design, manufacture or other disposition of any equipment, fixtures, real property or any interest in real property, (iii) all such contracts, licenses, or other agreements related to Debtor's business as any of the same may from time to time be amended or supplemented, other than such contracts, instruments, undertakings, documents or other agreements which specifically prohibit their assignment as security, (iv) commercial tort claims, (v) letter of credit rights, and (vi) supporting obligations;

(e) All now or hereafter existing cash and non-cash proceeds, as such term is defined in the UCC from any and all Collateral described herein including, without limitation, from accounts, insurance, choses in action, condemnation awards (including all compensation, awards, damages, rights of action and proceeds arising from any taking by any lawful power or authority by exercise of the right of condemnation or eminent domain with respect to any collateral or real estate of Debtor), income tax, municipal real estate tax and any other tax refunds and all proceeds, entitlements and recoveries received or to be received or arising out of any claim, loss or lawsuit, or the settlement or resolution thereof;

(f) All other present and after-acquired property, assets, property rights and interests of Debtor, together with all accessories, substitutions, additions, replacements, parts and accessions located in, upon or attached to, or used or intended to be used in connection with, or with the operation of the Collateral and all other property and assets covered hereby or any part hereof; and

(g) All intellectual property of the Debtor, including all trademarks, copyrights, patents, licenses and goodwill.

The security interest granted herein shall extend to the "proceeds" of the Collateral. "Proceeds" shall mean, in addition to the definition thereof contained in the UCC, all proceeds of any and all of the foregoing Collateral including all rights of Debtor to receive moneys due and to become due under or pursuant to any Collateral, and all payments under insurance (whether or not Lender is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral.

SCHEDULE IV

**Patents, Copyrights And Trademarks**

1. Registered Trademarks:

- a. "HEARx" design plus words, letters and/or numbers, registered January 5, 1988, registration number 1471748.
- b. "Your Prescription for Better Hearing" typed drawing, registered September 6, 1988, registration number 15032594.

2. Trademarks in Registration

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- b. "International Hearing Services" words, letters or numbers in typed form, filed March 13, 2001, serial number 76/224010.

- d. "EAR & WAVE" design, registered June 6, 2000, registration number 2,354,656.
- e. "HEARUSA" and design, registered March 28, 2000, registration number 2,336,648.

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3. Common Law Trademarks, Copyrights and other Intellectual Property:

- a. "HELP Class" Name and design
- b. Content of HELP Class Handbook & Classroom Materials



- c. Programming and Content of "Center Management System" or "CMS"
- d. Programming and Content of "Customer Contact Plan"
- e. Programming and Content of Telemarketing Scripts, Customer Service Screens, and Call Management Flowcharts
- f. All creative content of advertisements, direct mail, brochures and public communications
- g. Content of JCAHO-compliant operating policies and procedures
- h. Content of HEARx Practice Guidelines for Clinical Services
- i. Center Operating Manual & Management Policies
- j. Sales & Customer Service training programs
- k. New Employee Training Manuals

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

**A. NAME & PHONE OF CONTACT AT FILER (optional)**

**B. SEND ACKNOWLEDGMENT TO: (Name and Address)**

**Seth E. Zuckerman, Esq.**  
**Saiber Schlesinger Satz & Goldstein, LLC**  
**One Gateway Center, 13<sup>th</sup> Floor**  
**Newark, New Jersey 07102**

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OR	1b. INDIVIDUAL'S LAST NAME				
1c. MAILING ADDRESS <b>1250 Northpoint Parkway</b>		CITY <b>West Palm Beach</b>	STATE <b>FL</b>	POSTAL CODE <b>33407</b>	COUNTRY <b>USA</b>
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e TYPE OF ORGANIZATION <b>Corporation</b>	1f. JURISDICTION OF ORGANIZATION <b>Delaware</b>	1g. ORGANIZATIONAL ID #, if any <b>2088204</b>	<input type="checkbox"/> NONE

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names**

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME				
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE

**3. SECURED PARTY'S NAME (or NAME OF TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)**

3a. ORGANIZATION'S NAME <b>Siemens Hearing Instruments, Inc.</b>					
OR	3b. INDIVIDUAL'S LAST NAME				
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**4. This FINANCING STATEMENT covers the following collateral:**

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5. ALTERNATIVE DESIGNATION (if applicable):  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAILOR  SELLER/BUYER  AG. LIEN  NON-UCC FILING

6.  This FINANCING STATEMENT is to be filed (for record) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional)  All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA

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SCHEDULE "A"

DESCRIPTION OF COLLATERAL

DEBTOR(S): HEARUSA, INC. (hereinafter referred to as the "Debtor")  
1250 Northpoint Parkway  
West Palm Beach, FL 33407

SECURED PARTY: SIEMENS HEARING INSTRUMENTS, INC., its successors and/or assigns  
(hereinafter referred to as the "Secured Party" or "Lender")  
10 Constitution Avenue  
Piscataway, New Jersey 08855

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(a) All "accounts" and "chattel paper", as such terms are defined in the Uniform Commercial Code as in effect from time to time in the State of New York, or for the purposes of perfection only, in such other jurisdiction as may be applicable (hereinafter the "UCC"), whether presently existing or hereafter arising, now or hereafter owned by Debtor, but also including in any event, without limitation, (i) all accounts receivable, contract rights, book debts, deposits, retainage, notes drafts, instruments, documents, acceptances, payments under leases of equipment or sale of equipment, chattel paper, general intangibles and other forms of obligations, now owned or hereafter received or acquired by or belonging or owing to Debtor (including any trade names thereof), whether arising out of goods sold or leased or services rendered by it or from any other transaction, whether or not the same involves the sale of goods or services by Debtor (including, without limitation, any such obligation which might be characterized as an account, contract right, chattel paper or general intangible under the Uniform Commercial Code in effect in any jurisdiction), and (ii) all monies due to or to become due to Debtor under all contracts for sale or lease of the Collateral, as such term is defined in the UCC, real property, and/or the performance of services by it (whether or not yet earned by performance on the part of the Debtor);

(b) All "inventory", as such term is defined in the UCC, now or hereafter owned by Debtor, and shall also mean and include all inventory, wherever located, now owned or hereafter acquired by Debtor or in which Debtor has or hereafter may acquire any right, title or interest including, without limitation, all goods, packaging or labeling material, other personal property or real property now or hereafter owned by Debtor which are held for sale or lease or are furnished or are to be furnished under a contract of service or which constitute raw materials, work in process, finished goods or materials used or consumed or to be used or consumed in Debtor's business;

(c) All fixtures, appliances and other articles of personal property belonging to Debtor, whether or not the personal property is or shall be affixed to any real estate owned or occupied by Debtor; including, without limitation of the foregoing, all furniture, furnishings, floor coverings, office equipment, and articles of interior decoration; blinds, shades, storm windows and storm doors; all office and other fixtures, appliances and equipment; all alarms, fire prevention and fire extinguishing systems, apparatus and equipment; telephone equipment; computers; all pipes, conduits, pumps, boilers, tanks, motors, engines and furnaces; all heating, lighting, sprinkling, plumbing, air conditioning, gas-burner, oil-burning and electric fixtures, machinery and equipment of whatsoever kind and nature, including all "equipment" as such term is defined in the UCC and whether located on any real estate owned, leased

occupied or used by Debtor or elsewhere;

(d) All now existing or thereafter arising contracts, instruments, undertakings, documents, or other agreements in or under which Debtor may now or hereafter have any right, title or interest, including, without limitation, (i) any claim arising thereunder from misrepresentation or breach of warranty, (ii) all such agreements which pertain to the lease, sale, construction, design, manufacture or other disposition of any equipment, fixtures, real property or any interest in real property, (iii) all such contracts, licenses, or other agreements related to Debtor's business as any of the same may from time to time be amended or supplemented, other than such contracts, instruments, undertakings, documents or other agreements which specifically prohibit their assignment as security, (iv) commercial tort claims, (v) letter of credit rights, and (vi) supporting obligations;

(e) All now or hereafter existing cash and non-cash proceeds, as such term is defined in the UCC from any and all Collateral described herein including, without limitation, from accounts, insurance, choses in action, condemnation awards (including all compensation, awards, damages, rights of action and proceeds arising from any taking by any lawful power or authority by exercise of the right of condemnation or eminent domain with respect to any collateral or real estate of Debtor), income tax, municipal real estate tax and any other tax refunds and all proceeds, entitlements and recoveries received or to be received or arising out of any claim, loss or lawsuit, or the settlement or resolution thereof;

(f) All other present and after-acquired property, assets, property rights and interests of Debtor, together with all accessories, substitutions, additions, replacements, parts and accessions located in, upon or attached to, or used or intended to be used in connection with, or with the operation of the Collateral and all other property and assets covered hereby or any part hereof; and

(g) All intellectual property of the Debtor, including all trademarks, copyrights, patents, licenses and goodwill.

The security interest granted herein shall extend to the "proceeds" of the Collateral. "Proceeds" shall mean, in addition to the definition thereof contained in the UCC, all proceeds of any and all of the foregoing Collateral including all rights of Debtor to receive moneys due and to become due under or pursuant to any Collateral, and all payments under insurance (whether or not Lender is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral.