

RE 2/26109
Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/2)

DOCUMENT ID No. 103550241

03-13-2009

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



ET

To the Director of the U. S. Patent

103552250

documents or the new address(es) below.

1. Name of conveying party(ies):

MVP Health Care, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: New York
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☐ No

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

Execution Date(s) May 27, 2008

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Termination of Security Interest

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: JPMorgan Chase Bank, N.A., as Collateral Agent

Internal

Address: _____

Street Address: 1111 Fannin Street, 10th Floor

City: Houston

State: Texas

Country: U.S.A. Zip: 77002

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other National Association Citizenship U.S.A.

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)
2961822,
2924777

Additional sheet(s) attached? ☐ Yes ☒ No

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

2961822: "Preferred Care" words plus design.

2924777: "Preferred Care It's Time to Live Well" words plus design.

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

Name: Carol S. Maue, Esq.

Internal Address: 1600 Crossroads Building

Street Address: Two State Street

City: Rochester

State: New York Zip: 14614

Phone Number: (585) 232-3730 ext. 205

Fax Number: (585) 232-3882

Email Address: csm@cdlawyers.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 to deposit account
☒ Enclosed

8. Payment Information:

Deposit Account Number 03/15/2008 NJAMA1 00000030 2961822

Authorized User Name 01 EC:0521 02 EC:0322

40.00 UP
25.00 GP

9. Signature:

Carol S. Maue

Signature

March 10, 2009

Date

Carol S. Maue

Name of Person Signing

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

13

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

TRADEMARK
REEL: 003952 FRAME: 0499

2/26/09

Form PTO-1594 (Rev. 01-09)

OMB Collection 0651-0027 (exp. 02/28/2009)

FEB 26 2009

02-27-2009

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RE



103550241

To the Director of the U. S. Patent and Trademark Office

Indicate the old address(es) and the new address(es) below.

1. Name of conveying party(ies):

MVP Health Care, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership

☒ Corporation- State: New York☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☐ No**3. Nature of conveyance /Execution Date(s) :**Execution Date(s) May 27, 2008

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Termination of Security Interest

2. Name and address of receiving party(ies)Additional names, addresses, or citizenship attached? ☐ Yes ☒ NoName: JPMorgan Chase Bank, NA, as Collateral Agent

Internal _____

Address: _____

Street Address: 1111 Fannin Street, 10th FloorCity: HoustonState: TexasCountry: USAZip: 77002

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship U.S.A.
☐ 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)

2961822,
2924777Additional sheet(s) attached? ☐ Yes ☒ No

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

2961822: "Preferred Care" words plus design.

2924777: "Preferred Care It's Time to Live Well" words plus design.

5. Name & address of party to whom correspondence concerning document should be mailed:Name: Carol S. Maue, Esq.Internal Address: 1600 Crossroads BuildingStreet Address: Two State StreetCity: RochesterState: New YorkZip: 14614Phone Number: (585) 232-3730 ext. 205Fax Number: (585) 232-3882Email Address: csm@cdlawyers.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 to deposit account☒ Enclosed**8. Payment Information:**Deposit Account Number: 44-00000000000000000000000000000000Authorized User Name: Carol S. Maue**9. Signature:**Carol S. Maue
SignatureFebruary 24, 2009

Date

Carol S. Maue

Name of Person Signing

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

8

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

TRADEMARK
 REEL: 003952 FRAME: 0500

758663

2008 May 27 PM02:52

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
Aib.UCC.Filings@nationalecorp.com

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 200801100020200 FModule: 10-JAN-08

7b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. ☒ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.4. ☐ ASSIGNMENT (full or partial): Give name of assignee in Item 7a or 7b and address of assignee in Item 7c and also give name of assignor in Item 9.5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor as ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in Items 6 and/or 7.

☐ CHANGE name and/or address: Give current record name in Item 6a or 6b; also give new name (if name changed) in Item 7a or 7b and/or new address (if address changed) in Item 7c. ☐ DELETE name: Give record name to be deleted in Item 6a or 6b. ☐ ADD name: Complete Item 7a or 7b, and also Item 7c, also complete Items 7d-7g, if applicable.

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME				
OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME					
OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
7c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
7d. SEE INSTRUCTIONS	ADD. INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ revised collateral description, or describe collateral ☐ assigned.9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT				
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA FILED WITH: NY - SECRETARY OF STATE

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

Filing Number-200805275579458

TRADEMARK
REEL: 003952 FRAME: 0501

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

200979

2006 JAN 10 AM 9:25

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**CSC 50
DRAW DOWN**

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

MVP Health Care, Inc.

OR 1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

625 State Street

CITY

Schenectady

STATE

NY

POSTAL CODE

12305

COUNTRY

USA

ADD'L INFO RE
ORGANIZATION
DEBTOR1a. TYPE OF ORGANIZATION
Not-For-Profit Corporation1f. JURISDICTION OF ORGANIZATION
New York2. 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

ADD'L INFO RE
ORGANIZATION
DEBTOR

2a. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

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

JPMorgan Chase Bank, N.A., as Collateral Agent

OR 3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

1111 Fannin Street, 10th Floor

CITY

Houston

STATE

TX

POSTAL CODE

77002

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

All assets of the Debtor, whether now existing or hereafter from time to time acquired, including without limitation, the assets described on Schedule A hereto.

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOC ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING6. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum ☐ 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

File with New York, Secretary of State

1107993-0122

801433-3 KXK

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

FILING NUMBER: 200601100028269

TRADEMARK

REEL: 003952 FRAME: 0502

SCHEDULE A
to UCC-1 Financing Statement 200979

by

MVP Health Care, Inc.,
as Debtor

in favor of

JPMorgan Chase Bank N.A.,
as Secured Party

2006 JAN 10 AM 9:25

1. This Financing Statement is presented to a filing officer for filing pursuant to the UCC.

2. This Financing Statement grants a security interest for the benefit of the Secured Party and covers all of the rights, title and interest of the Debtor in, to and under all of the following, whether now existing or hereafter from time to time acquired by the Debtor: (i) each and every Account; (ii) all cash; (iii) the Cash Collateral Account and all monies, securities, Instruments and other investments deposited in the Cash Collateral Account; (iv) all Chattel Paper (including, without limitation, all Tangible Chattel Paper and all Electronic Chattel Paper); (v) all Commercial Tort Claims; (vi) all Trade Secret Rights; (vii) Contracts, together with all Contract Rights arising thereunder; (viii) all Copyrights; (ix) all Equipment; (x) all Deposit Accounts and all other demand, deposit, time, savings, cash management, passbook and similar accounts maintained by the Debtor with any Person and all monies, securities, Instruments and other investments deposited in any of the foregoing; (xi) all Documents; (xii) all General Intangibles; (xiii) all Goods; (xiv) all Instruments; (xv) all Inventory; (xvi) all Investment Property; (xvii) all Letter-of-Credit Rights (whether or not the respective letter of credit is evidenced by a writing); (xviii) all Marks, together with the registrations and right to all renewals thereof, the goodwill of the business of the Debtor symbolized by the Marks and all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same; (xix) all Patents, together with all causes of action arising prior to or after the date hereof for infringement of any of the Patents or unfair competition regarding the same; (xx) all Permits; (xxi) all Software and all Software licensing rights and all related writings, plans, specifications, schematics, engineering drawings, customer lists, and recorded data of any kind or nature, regardless of the medium of recording; (xxii) all Supporting Obligations; (xxiii) each of the Collateral Accounts (to the extent a security interest therein is not created pursuant to the Security Agreement), including any and all assets of whatever type or kind deposited by the Debtor in any such Collateral Account, whether now owned or hereafter acquired, existing or arising, including, without limitation, all Financial Assets, Investment Property, monies, checks, drafts, Instruments, Securities or interests therein of any type or nature deposited or required by the Credit Agreement or any other secured debt agreement to be deposited in such Collateral Account, and all investments and all certificates and other Instruments (including depository receipts, if any) from time to time representing or evidencing the same, and all dividends, interest, distributions, cash and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing; (xxiv) all Securities owned or held by the Debtor from time to time and all options and warrants owned by the Debtor from time to time to purchase Securities; (xxv) all Limited Liability Company Interests owned by the Debtor from time to time and all of its right, title and interest in each limited liability company to which each such Limited Liability Company Interest relates, whether now existing or hereafter acquired, including, without limitation, to the fullest extent permitted under the terms and provisions of the documents and agreements governing such Limited Liability Company Interests and applicable law: (A) all its capital therein and its interest in all profits, income, surpluses, losses, Limited Liability Company Assets and other distributions to which the Debtor shall at any time be entitled in respect of such Limited Liability Company Interests; (B) all other payments due or to become due to the Debtor in respect of Limited Liability Company Interests, whether under any limited liability company agreement or otherwise, whether as contractual obligations, damages, insurance proceeds or otherwise; (C) all of its claims, rights, powers, privileges, authority, options, security interests, liens and remedies, if any, under any limited liability company agreement or operating agreement, or at law or otherwise in respect of such Limited Liability Company Interests; (D) all present and future claims, if any, of the Debtor against any such limited liability company for monies loaned or advanced, for services rendered or otherwise; (E) all of the Debtor's rights under any limited liability company agreement or operating agreement or at law to exercise and enforce every right, power, remedy, authority, option and privilege of the Debtor relating to such Limited Liability Company Interests, including any power to terminate, cancel or modify any such limited liability company agreement or operating agreement, to execute any instruments and to take any and all other action on behalf of and in the name of the Debtor in respect of such Limited Liability Company Interests and any such limited

liability company, to make determinations, to exercise any election (including, but not limited to, election of remedies) or option or to give or receive any notice, consent, amendment, waiver or approval, together with full power and authority to demand, receive, enforce, collect or receipt for any of the foregoing or for any Limited Liability Company Asset, to enforce or execute any checks, or other instruments or orders, to file any claims and to take any action in connection with any of the foregoing; and (F) all other property hereafter delivered in substitution for or in addition to any of the foregoing, all certificates and instruments representing or evidencing such other property and all cash, securities, interest, dividends, rights and other property at any time and from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all thereof; (xxvi) all Partnership Interests owned by the Debtor from time to time and all of its right, title and interest in each partnership to which each such Partnership Interest relates, whether now existing or hereafter acquired, including, without limitation, to the fullest extent permitted under the terms and provisions of the documents and agreements governing such Partnership Interests and applicable law: (A) all its capital therein and its interest in all profits, income, surpluses, losses, Partnership Assets and other distributions to which the Debtor shall at any time be entitled in respect of such Partnership Interests; (B) all other payments due or to become due to the Debtor in respect of Partnership Interests, whether under any partnership agreement or otherwise, whether as contractual obligations, damages, insurance proceeds or otherwise; (C) all of its claims, rights, powers, privileges, authority, options, security interests, liens and remedies, if any, under any partnership agreement or operating agreement, or at law or otherwise in respect of such Partnership Interests; (D) all present and future claims, if any, of the Debtor against any such partnership for monies loaned or advanced, for services rendered or otherwise; (E) all of the Debtor's rights under any partnership agreement or operating agreement or at law to exercise and enforce every right, power, remedy, authority, option and privilege of the Debtor relating to such Partnership Interests, including any power to terminate, cancel or modify any partnership agreement or operating agreement, to execute any instruments and to take any and all other action on behalf of and in the name of the Debtor in respect of such Partnership Interests and any such partnership, to make determinations, to exercise any election (including, but not limited to, election of remedies) or option or to give or receive any notice, consent, amendment, waiver or approval, together with full power and authority to demand, receive, enforce, collect or receipt for any of the foregoing or for any Partnership Asset, to enforce or execute any checks, or other instruments or orders, to file any claims and to take any action in connection with any of the foregoing; and (F) all other property hereafter delivered in substitution for or in addition to any of the foregoing, all certificates and instruments representing or evidencing such other property and all cash, securities, interest, dividends, rights and other property at any time and from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all thereof; (xxvii) all Financial Assets and Investment Property owned by the Debtor from time to time; (xxviii) all Security Entitlements owned by the Debtor from time to time in any and all of the foregoing; and (xxix) all Proceeds of any and all of the foregoing.

3. For the purpose of this Financing Statement, the following terms shall have the meanings herein specified. Such definitions shall be equally applicable to the singular and plural forms of the terms defined.

"Account" shall mean any "account" as such term is defined in the UCC as in effect on the date hereof in the State of New York, and in any event shall include but shall not be limited to, all rights to payment of any monetary obligation, whether or not earned by performance, (i) for property that has been or is to be sold, leased, licensed, assigned or otherwise disposed of, (ii) for services rendered or to be rendered, (iii) for a policy of insurance issued or to be issued, (iv) for a secondary obligation incurred or to be incurred, (v) for energy provided or to be provided, (vi) for the use or hire of a vessel under a charter or other contract, (vii) arising out of the use of a credit or charge card or information contained on or for use with the card, or (viii) as winnings in a lottery or other game of chance operated or sponsored by a State, governmental unit of a State, or person licensed or authorized to operate the game by a State or governmental unit of a State. Without limiting the foregoing, the term "account" shall include all Health-Care-Insurance Receivables.

"Cash Collateral Account" shall mean a non-interest bearing cash collateral account maintained with, and in the sole dominion and control of, the Secured Party for the benefit of the secured creditors.

"Chattel Paper" shall mean "chattel paper" as such term is defined in the UCC as in effect on the date hereof in the State of New York. Without limiting the foregoing, the term "Chattel Paper" shall in any event include all Tangible Chattel Paper and all Electronic Chattel Paper.

"Collateral Accounts" shall mean any and all accounts established and maintained by the Secured Party in the name of the Debtor to which Collateral may be credited.

"Commercial Tort Claims" shall mean "commercial tort claims" as such term is defined in the UCC as in effect on the date hereof in the State of New York.

"Contract Rights" shall mean all rights of the Debtor under each Contract, including, without limitation, (i) any and all rights to receive and demand payments under any or all Contracts, (ii) any and all rights to receive and compel performance under any or all Contracts and (iii) any and all other rights, interests and claims now existing or in the future arising in connection with any or all Contracts.

"Contracts" shall mean all contracts between the Debtor and one or more additional parties (including, without limitation, any Interest Rate Protection Agreements, other Hedging Agreements, licensing agreements and any partnership agreements, joint venture agreements and limited liability company agreements).

"Copyrights" shall mean any United States or foreign copyright now or hereafter owned by the Debtor, including any registrations of any copyrights in the United States Copyright Office or any foreign equivalent office, as well as any application for a copyright registration now or hereafter made with the United States Copyright Office or any foreign equivalent office by the Debtor.

"Credit Agreement" shall mean the Credit Agreement dated as of January 3, 2006 among MVP Health Care, Inc., MVPHC Holding Corp., the lenders party thereto from time to time, JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent, Citizens Bank, N.A. and KeyBank, as Syndication Agents and M & T Bank and TD Banknorth, N.A., as Documentation Agents.

"Deposit Accounts" shall mean all "deposit accounts" as such term is defined in the UCC as in effect on the date hereof in the State of New York.

"Documents" shall mean "documents" as such term is defined in the UCC as in effect on the date hereof in the State of New York.

"Domain Names" shall mean all Internet domain names and associated URL addresses, and any registrations therefore, in or to which the Debtor now or hereafter has any right, title or interest.

"Domestic Corporation" shall have the meaning set forth in the definition of "Stock."

"Electronic Chattel Paper" shall mean "electronic chattel paper" as such term is defined in the UCC as in effect on the date hereof in the State of New York.

"Equipment" shall mean any "equipment" as such term is defined in the UCC as in effect on the date hereof in the State of New York, and in any event, shall include, but shall not be limited to, all machinery, equipment, furnishings, fixtures and vehicles now or hereafter owned by the Debtor and any and all additions, substitutions and replacements of any of the foregoing and all accessions thereto, wherever located, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto.

"Financial Assets" shall have the meaning given such term in Section 8-102(a)(9) of the UCC.

"Foreign Corporation" shall have the meaning set forth in the definition of "Stock".

"General Intangibles" shall mean "general intangibles" as such term is defined in the UCC as in effect on the date hereof in the State of New York.

"Goods" shall mean "goods" as such term is defined in the UCC as in effect on the date hereof in the State of New York.

"Governmental Authority" shall mean the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Health-Care-Insurance Receivable" shall mean any "health-care-insurance receivable" as such term is defined in the UCC as in effect on the date hereof in the State of New York.

"Hedging Agreements" shall mean any foreign exchange contracts, currency swap agreements, commodity price hedging arrangements or other similar arrangements, or arrangements designed to protect against fluctuations in currency values.

"Instruments" shall mean all "instruments" as such term is defined in the UCC as in effect on the date hereof in the State of New York.

"Interest Rate Protection Agreements" shall mean any interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, interest rate hedging agreement, interest rate floor agreement or other similar agreement or arrangement.

"Inventory" shall mean all "inventory" as such term is defined in the UCC as in effect on the date hereof in the State of New York.

"Investment Property" shall mean all "investment property" as such term is defined in the UCC as in effect on the date hereof in the State of New York.

"Letter-of-Credit Rights" shall mean "letter-of-credit rights" as such term is defined in the UCC as in effect on the date hereof in the State of New York.

"Limited Liability Company Assets" shall mean all assets, whether tangible or intangible and whether real, personal or mixed (including, without limitation, all limited liability company capital and interest in other limited liability companies), at any time owned by the Debtor or represented by any Limited Liability Company Interest.

"Limited Liability Company Interests" shall mean the entire limited liability company membership interest at any time owned by the Debtor in any limited liability company.

"Marks" shall mean all right, title and interest in and to any trademarks, service marks, Domain Names and trade names now held or hereafter acquired by the Debtor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by the Debtor, which are registered or filed in the United States Patent and Trademark Office or the equivalent thereof in any state of the United States or any equivalent foreign office or agency, as well as (i) any Domain Names, and unregistered trademarks and service marks owned by the Debtor and any trade dress including logos, designs, fictitious business names and other business identifiers owned by the Debtor, (ii) the goodwill of the businesses with which the Marks are associated and (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same, in each case, other than rights in applications for trademarks and service marks filed in the U.S. Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to the U.S. Patent and Trademark Office pursuant to 15 U.S.C. § 1060(a).

"Notes" shall mean all promissory notes from time to time issued to, or held by, the Debtor.

"Partnership Assets" shall mean all assets, whether tangible or intangible and whether real, personal or mixed (including, without limitation, all partnership capital and interest in other partnerships), at any time owned by the Debtor or represented by any Partnership Interest.

"Partnership Interests" shall mean the entire general partnership interest or limited partnership interest at any time owned by the Debtor in any general partnership or limited partnership.

"Patents" shall mean any patent in or to which the Debtor now or hereafter has any right, title or interest therein, and any divisions, continuations (including, but not limited to, continuations-in-parts) and improvements thereof, as well as any application for a patent now or hereafter made by the Debtor and all causes of action arising prior to or after the date hereof for infringement of any of the Patents or unfair competition regarding the same.

"Permits" shall mean, to the extent permitted to be assigned by the terms thereof or by applicable law, all licenses, permits, rights, orders, variances, franchises or authorizations of or from any governmental authority or agency.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Proceeds" shall mean all "proceeds" as such term is defined in the UCC as in effect in the State of New York on the date hereof and, in any event, shall also include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Secured Party or the Debtor from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental authority (or any person acting under color of governmental authority) and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Security" and "Securities" shall have the meaning given such term in Section 8-102(a)(15) of the UCC and shall in any event also include all Stock and all Notes.

"Security Agreement" shall mean the Security Agreement dated as of January 3, 2006 between the Debtor and the Secured Party.

"Security Entitlements" shall have the meaning given such term in Section 8-102(a)(17) of the UCC.

"Software" shall mean "software" as such term is defined in the UCC as in effect on the date hereof in the State of New York.

"Stock" shall mean (x) with respect to corporations incorporated under the laws of the United States or any State or territory thereof or the District of Columbia (each, a "Domestic Corporation"), all of the issued and outstanding shares of capital stock of any Domestic Corporation at any time owned by the Debtor and (y) with respect to corporations not Domestic Corporations (each, a "Foreign Corporation"), all of the issued and outstanding shares of capital stock of any Foreign Corporation at any time owned by the Debtor.

"Supporting Obligations" shall mean any "supporting obligation" as such term is defined in the UCC as in effect on the date hereof in the State of New York, now or hereafter owned by the Debtor, or in which the Debtor has any rights, and, in any event, shall include, but shall not be limited to all of the Debtor's rights in any Letter-of-Credit Right or secondary obligation that supports the payment or performance of, and all security for, any Account, Chattel Paper, Document, General Intangible, Instrument or Investment Property.

"Tangible Chattel Paper" shall mean "tangible chattel paper" as such term is defined in the UCC as in effect on the date hereof in the State of New York.

"Trade Secrets" shall mean any secretly held existing engineering or other confidential data, information, production procedures and other know-how relating to the design manufacture, assembly, installation, use, operation, marketing, sale and/or servicing of any products or business of the Debtor worldwide whether written or not.

"Trade Secret Rights" shall mean the rights of the Debtor in any Trade Secret it holds.

"UCC" shall mean the Uniform Commercial Code as in effect in the State of New York from time to time; provided that all references herein to specific Sections or subsections of the UCC are references to such Sections or subsections, as the case may be, of the Uniform Commercial Code as in effect in the State of New York on the date hereof.

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