

(c) any and all moneys, securities, drafts, notes, items and other property of Debtor and the proceeds thereof, now or hereafter held or received by, or in transit to, Secured Party or any person for whom the Secured Party is acting as collateral agent and/or trustee, from or for the Debtor, whether for safekeeping, custody, pledge, transmission or otherwise, and any and all balances, sums, proceeds and credits of Debtor with, and any and all claims of Debtor against Secured Party or any person for whom the Secured Party is acting as collateral agent and/or trustee, at any time existing;

(d) all benefits, claims and choses in action, choate and inchoate of Debtor arising under or in connection with, the account described on Schedule D hereto, all monies now or hereafter on deposit therein or credited thereto, all investments of such monies and all sums, including, without limitation, interest, due or to become due on such account and investments and all proceeds of any and all of the foregoing.

(e) all of its right, title and interest in and to (i) each of the Trademarks (as described below), and the goodwill of the business symbolized by each of the Trademarks, all customer lists and other records of Debtor relating to the distribution of products bearing the Trademarks and each of the registrations described in Schedule E; (ii) each of the Patents (as defined below) and each of the registrations listed on Schedule F hereto; and (iii) any and all proceeds of the foregoing, including, without limitation, any claims by Debtor against third parties for infringement of the Trademarks or the Patents.

As used in clause (e) above, "Patents" shall mean (i) all letters patent of the United States or any other country, all right, title and interest therein and thereto, and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings 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, all whether now owned or hereafter acquired by Debtor, including, but not limited to, those described in Schedule F annexed hereto and made a part hereof, and (ii) all reissues, continuations, continuations in-part or extensions thereof and all licenses thereof.

As used in clause (e) above, "Trademarks" shall mean (i) all trademarks, trade names, trade styles, service marks, prints and labels on which said trademarks, trade names, trade styles and service marks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right, title and interest therein and thereto, and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings 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, all whether now owned or hereafter acquired by Debtor, including, but not limited to, those described in Schedule E annexed hereto and made a part hereof, and (ii) all reissues, extensions or renewals thereof and all licenses thereof; and

(f) any and all products and proceeds of any of the foregoing, in any form (including, without limitation, any insurance proceeds or claims by Debtor against