

be returned, rejected, reclaimed or repossessed by the Secured Party from the Debtor's customers, and shall specifically include all "inventory" as such term is defined in the Uniform Commercial Code as in effect on the date hereof in the State of New York, now or hereafter owned by the Debtor.

"Marks" shall mean any trademarks and service marks now held or hereafter acquired by the Debtor, which are registered in the United States Patent and Trademark Office or in any similar office or agency of the United States or any state thereof or any political subdivision thereof and any application for such trademarks and service marks, as well as any unregistered marks used by the Debtor in the United States and trade dress including logos, designs, trade names, company names, business names, fictitious business names and other business identifiers in connection with which any of these registered or unregistered marks are used in the United States.

"Patents" shall mean any United States patent now or hereafter owned by the Debtor, as well as any application for a United States patent now or hereafter owned by the Debtor.

"Pledged Securities" shall mean all Pledged Notes and all Pledged Stock (as each is defined in the Borrower Pledge Agreement dated as of January 21, 1994, among American Marketing Industries Inc. and Bankers Trust Company) together.

"Proceeds" shall have the meaning provided in the Uniform Commercial Code as in effect in the State of New York on the date hereof or under other relevant law and, in any event, shall 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.

"Receivables" shall mean any "account" as such term is defined in the Uniform Commercial Code as in effect