

bearing the Trademarks; and all proceeds of the foregoing and all proceeds of any insurance on the foregoing.

"Additional Collateral" means (i) all general intangibles of every kind and description of the Debtor, including without limitation Federal, State and local tax refund claims of all kinds, whether now existing or hereafter arising; (ii) all of Debtor's deposit accounts, whether now owned or hereafter created, wherever located; (iii) all monies, securities, instruments, cash and other property of Debtor and the proceeds thereof, now or hereafter held or received by, or in transit to, Secured Party from or for Debtor, whether for safekeeping, pledge, custody, transmission, collection or otherwise, and all of Debtor's deposits (general or special, balances, sums, proceeds and credits of Debtor with Secured Party at any time existing); (iv) all interests in real property held or owned by Debtor, including all leasehold interests; and (v) all books, records, customer lists, ledger cards, computer programs, computer tapes, disks, printouts and records, and other property and general intangibles at any time evidencing or relating to any of the foregoing, whether now in existence or hereafter created; and all proceeds of the foregoing and all proceeds of any insurance on the foregoing.

"Premises" means the land and improvements located at 400 Farmington Avenue (a/k/a 370 Farmington Avenue), Farmington, Connecticut, 06032, being more particularly described in Schedule B attached hereto and made a part hereof.

The Debtor has also granted Secured Party a security interest in the following:

IMPROVEMENTS: All the buildings, structures and improvements now or hereafter placed on 400 Farmington Avenue (a/k/a 370 Farmington Avenue), Farmington, Connecticut, 06032.

SERVICE EQUIPMENT: All fixtures, appliances, machinery and equipment now or hereafter installed, and such other goods and chattels and personal property as are now or hereafter attached to, used, or furnished in connection with the letting or operation of the Property and owned by Debtor or in connection with the activities conducted thereon and owned by the Debtor, and all renewals or replacements thereof or additions thereto or articles of substitution therefor.

INSURANCE PROCEEDS; CONDEMNATION PROCEEDS: All awards or payments, including interest thereon, which may be made with respect to the Property as a result of (i) any casualty or other event covered by insurance and (ii) the exercise of the right of eminent domain.