

primarily in business, in each instance whether now owned or hereafter acquired by the Debtor and wherever located (collectively, the "Equipment");

4. all cars, trucks, trailers, construction and earth moving equipment and other vehicles covered by a certificate of title law of any State or other jurisdiction wherever located and whether now owned or hereafter acquired, and, in any event, shall include, without limitation, the vehicles listed on Schedule 1 to the Security Agreement (as hereinafter defined), and all tires and other appurtenances to any of the foregoing (collectively, the "Vehicles");

5. all contracts and contract rights of the Debtor, including, without limitation, all customer and supplier contracts, firm sale orders, rights under license and franchise agreements; all interest rate swap, cap or other interest rate protection arrangements, as the same may from time to time be amended, amended and restated, supplemented or otherwise modified, as to which (i) the Debtor is to receive moneys due and/or to become due to it thereunder or in connection therewith, (ii) the Debtor is entitled to damages arising out of, or for, breach or default in respect thereof or (iii) the Debtor is entitled to perform and to exercise all remedies thereunder, but excluding any contract, agreement or license which prohibits the assignment or encumbrance by the Debtor of such contract, agreement or license (or of its rights thereunder), except to the extent that such prohibition would be ineffective pursuant to Section 9-318(4) of the Uniform Commercial Code of the State of New York (the "Code") as from time to time in effect (collectively, the "Contracts");

6. all rights, interests, choses in action, causes of action, claims and all other intangible property of the Debtor of every kind and nature (other than Accounts, Trademarks, Patents and Copyrights, each as herein defined), in each instance whether now owned or hereafter acquired by the Debtor, including, without limitation, all general intangibles; all corporate and other business records; all loans, royalties, and other obligations receivable; all inventions, designs, trade secrets, computer programs, software, printouts and other computer materials, goodwill, registrations, copyrights, licenses, franchises, customer lists, credit files, correspondence, and advertising materials; all interests in partnerships and joint ventures; all tax refunds and tax refund claims; all right, title and interest under leases, subleases, licenses and concessions and other agreements relating to real or personal property; all payments due or made to the Debtor in connection with any requisition, confiscation, condemnation, seizure or forfeiture of any property by any Governmental Authority or other Person; all deposit accounts (general or special) with any bank or other financial institution; all credits with and other claims against carriers and shippers; all rights to indemnification; all reversionary interests in pension and profit sharing plans and all reversionary, beneficial and residual interests in trusts or in which the Debtor otherwise has an interest; all proceeds of insurance of which the Debtor is beneficiary, and all letters of credit, guaranties, Liens, security interests and other security held by or granted to the Debtor; and all other intangible property, whether or not similar to the foregoing; in each instance, however and wherever arising, but excluding any contract, agreement or license which prohibits the assignment or encumbrance by the Debtor of such contract, agreement or license (or of its rights thereunder), except to the extent that such prohibition would be ineffective pursuant to Section 9-318(4) of the Code as from time to time in effect (collectively, the "General Intangibles"); it being agreed that the security interest and Lien granted hereby in and on any General Intangibles representing a GECC Receivable or other obligation of any Credit Card Bank