

SCHEDULE 1 TO UCC-1 FINANCING STATEMENT

Debtor hereby grants to the Secured Party a security interest in all of Debtor's right, title and interest in and to the following, including those now and those hereafter owned, acquired, leased or arising:

(a) all inventory in all of its forms, wherever located (including but not limited to all raw materials and work in process, finished goods thereof, and materials used or consumed in connection with its business; all inventory in which it has an interest in mass or a joint or other interest or right of any kind; and all inventory which is returned to or repossessed by it), and all accessions thereto and products thereof (any and all such inventory, accessions and products being the "Inventory");

(b) all accounts, contract rights, chattel paper, promissory notes and other evidences of indebtedness, documents of title, and other rights to payment of any kind arising out of or in connection with the sale or lease of goods or the rendering of services or the lending of moneys or otherwise, and any extensions, renewals or modifications thereof, and all rights now or hereafter existing in and to all security agreements, leases and other contracts securing or otherwise relating to any such accounts, contract rights, chattel paper, documents of title, instruments, and obligations (any and all such accounts, contract rights, chattel paper, documents, notes and obligations being the "Receivables", and any and all such leases, security agreements and other contracts being the "Related Contracts");

(c) all furniture and equipment, in all of its forms, wherever located, and whether now or hereafter owned, leased or acquired; all parts and replacements of such equipment and all accessions thereto (any and all such equipment, parts, replacements, and accessions being the "Equipment"); and any and all leases or other agreements setting forth its right to the possession and use of the Equipment (such leases or other agreements being the "Equipment Leases");

(d) any and all real estate leases, leasehold improvements, leasehold interests and easements, wherever located, now or hereafter owned, acquired, or entered into (any and all instruments or documents evidencing said Debtor's rights and interest in such leases, leasehold improvements, leasehold interests and easements being the "Leases");

(e) any and all of its trademarks, trade names, other proprietary and fictitious names, copyrights, patents, letters patent issued by the United States or foreign countries and any and all patent applications, and all other General Intangibles,