

encumbrance on the subject Collateral, and/or the Debtor's interest therein, then this grant of a security interest shall be deemed null and void ab initio as to said Collateral at all times at which such contractual documentation is in effect.

Defined Terms. As used in this Schedule I to Financing Statement Form UCC-1, the following terms shall have the following meanings:

"Accounts" shall mean all accounts receivable, book debts, notes, drafts, instruments, documents, acceptances and other forms of obligations now owned or hereafter received or acquired by or belonging or owing to the Debtor whether arising out of goods sold by it or services rendered by it or from any other transaction, whether or not the same involves the sale of goods or performance of services by the Debtor (including, without limitation, any such obligation which might be characterized as an account, General Intangible or Chattel Paper under the Code) and all of the Debtor's rights in, to and under all sales orders now owned or hereafter received or acquired by it for goods or services, and all of the Debtor's rights to any goods represented by any of the foregoing (including returned or repossessed goods and unpaid sellers' rights), and all moneys due or to become due to the Debtor under all contracts for the sale of goods and/or the performance of services by it (whether or not yet earned by performance on the part of the Debtor) or in connection with any other transaction, now in existence or hereafter arising, including without limitation the right to receive the proceeds of said sales orders and contracts, and all collateral security and guarantees of any kind given by any Person with respect to any of the foregoing.

"Chattel Paper" shall have the meaning assigned to it in the Code.

"Code" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of New York.

"Contracts" shall mean all contracts entered into by the Debtor (other than Chattel Paper, Documents and Instruments) as each of the same may from time to time be amended, supplemented or otherwise modified including, without limitation, (a) all rights of the Debtor to receive moneys due and to become due to it thereunder or in connection therewith, (b) all rights of the Debtor to damages arising out of, or for, breach or default in respect thereof and (c) all rights of the Debtor to perform and to exercise all remedies thereunder.

"Credit Agreement" shall mean the Amended and Restated Credit Agreement, dated as of April \_\_, 1993, among the Debtor, the Secured Party and certain financial institutions, as the same may be amended, supplemented or otherwise modified from time to time.