

used herein as so defined: Accounts, Chattel Paper, Documents, Goods, General Intangibles and Instruments.

(b) The following terms shall have the following meanings.

"Cash Collateral Account" shall mean each and every cash collateral account maintained with, and in the sole dominion and control of, the Secured Party or The Chase Manhattan Bank.

"Collateral Agent" shall mean the Secured Party.

"Contract Rights" shall mean all rights of the Debtor (including, without limitation, all rights to payment) under each Contract.

"Contracts" shall mean all contracts between the Debtor and one or more additional parties (including, without limitation, any Interest Rate Protection Agreements or Other Hedging Agreements).

"Copyrights" shall mean any United States or foreign copyright owned by the Debtor, including any registrations of any Copyrights, in the United States Copyright Office or the equivalent thereof in any foreign country, as well as any application for a United States copyright registration now or hereafter made with the United States Copyright Office by the Debtor.

"Equipment" shall mean any "equipment," as such term is defined in the Uniform Commercial Code as in effect on December 20, 1996 in the State of New York, now or hereafter owned by the Debtor and, in any event, shall include, but shall not be limited to, all machinery, equipment, furnishings, movable trade fixtures and vehicles now or hereafter owned by the Debtor and any and all additions, substitutions and replacements of any of the foregoing, wherever located, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto.

"Interest Rate Protection Agreements or Other Hedging Agreements" shall mean (i) interest rate agreements, interest rate cap agreements, interest rate collar agreements or other similar agreements or arrangements, (ii) foreign exchange contracts, currency swap agreements or similar agreements or arrangements designed to protect against the fluctuations in currency values and/or (iii) other types of hedging agreements from time to time.

"Inventory" shall mean merchandise, inventory and goods, and all additions, substitutions and replacements thereof, wherever located, together with all goods, supplies, incidentals, packaging materials, labels, materials and any other items used or usable in manufacturing, processing, packaging or shipping same; in all stages of production -- from raw materials through work-in-process to finished goods -- and all