

products and proceeds of whatever sort and wherever located and any portion thereof which may be returned, rejected, reclaimed or repossessed by the Collateral Agent from the Debtor's customers, and shall specifically include all "inventory" 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.

"Marks" shall mean all right, title and interest in and to any United States or foreign trademarks, service marks and trade names now held or hereafter acquired by the Debtor, including any registration of any trademarks and service marks, or the equivalent thereof in any foreign country in the United States Patent and Trademark Office and any trade dress including logos and/or designs used by the Debtor in the United States or any foreign country.

"Patents" shall mean any United States or foreign patent to which the Debtor now or hereafter has title and any divisions or continuations thereof, as well as any application for a United States or foreign patent now or hereafter made by the Debtor.

"Proceeds" shall have the meaning provided in the Uniform Commercial Code as in effect in the State of New York on December 20, 1996 or under other relevant law and, in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Collateral Agent or the Debtor from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental authority (or any person acting under color of governmental authority) and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Receivables" shall mean any "account" 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 of the Debtor's rights to payment for goods sold or leased or services performed by the Debtor, whether now in existence or arising from time to time hereafter, including, without limitation, rights evidenced by an account, note, contract, security agreement, chattel paper, or other evidence of indebtedness or security, together with (a) all security pledged, assigned, hypothecated or granted to or held by the Debtor to secure the foregoing, (b) all of the Debtor's right, title and interest in and to any goods, the sale of which gave rise thereto, (c) all guarantees, endorsements and indemnifications on, or of, any of the foregoing, (d) all powers of attorney for the execution of any evidence of indebtedness or security or other writing in connection therewith, (e) all books, records, ledger cards, and invoices relating thereto, (f) all evidences of the filing of financing statements and other statements and the registration of other instruments in connection therewith and amendments thereto, notices to other creditors or secured parties, and certificates from filing or other