

guarantees, leases and other contracts securing or otherwise relating to any such accounts, contracts, contract rights, chattel paper, documents, instruments, deposit accounts, general intangibles and other obligations including, without limitation, to the extent applicable, the Material Contracts (as hereinafter defined), and all payments under contract rights constituting Collateral (any and all of the foregoing being the "Receivables," and any and all documents and written instruments related thereto being the "Related Contracts");

- d. All Intellectual Property Collateral;
- e. All Computer Hardware and Software;
- f. The Chaselle Documents and all contract rights related thereto;
- g. All books, records, writings, data bases, information and other property relating to, used or useful in connection with, evidencing, embodying, incorporating or referring to, any of the foregoing in this Section 2.1;
- h. All of the Debtor's other personal property and rights of every kind and description and interests therein, including Computer Hardware and Software; and
- i. All products, offspring, rents, issues, profits, returns, income and proceeds of and from and claims relating to any and all of the foregoing Collateral (including, without limitation, proceeds which constitute property of the types described in clauses (a) through (h) of this Section 2.1), and, to the extent not otherwise included, all (i) payments under insurance (whether or not the Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral, and (ii) cash.

For purposes of this Schedule, the following shall have the following meanings:

"Chaselle Documents" shall mean (i) the Note, dated May 31, 1994 by Chaselle, Inc. in favor of the Debtor and (ii) the General Business Security Agreement, dated May 31, 1994, by Chaselle, Inc. in favor of the Borrower.