

past, present and future infringements of any of the foregoing set forth in this definition.

"Material Contracts" shall mean all material contracts and agreements to which the Debtor is a party on the date hereof (herein, together with any such contracts or agreements entered into after May 27, 1994).

"PTO" shall mean the United States Patent and Trademark Office.

"Trademark Collateral" shall mean all right, title and interest in and to all of the Debtor's registered and unregistered trademarks, service marks, trade names, designs, logos, indicia, and/or other source and/or business identifiers and the goodwill of the business relating to any and all of the foregoing, rights in such properties owned by others and any registrations or applications therefor, which, in the case of applications or registrations, are now or hereafter issued by or filed with the PTO, with any similar office or agency of any state, territory or possession of the United States or any similar office or agency of any other countries or, if not so filed, are otherwise used in the United States, any state, territory or possession thereof or any other country, including, without limitation, the marks, names, logos, indicia, trademark registrations and trademark applications listed on Schedule II attached hereto and made a part hereof.

"U.C.C." shall mean the Uniform Commercial Code or comparable statute or any successor statute thereto, as in effect from time to time in the relevant jurisdiction.