

on the date hereof 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 (i) all security pledged, assigned, hypothecated or granted to or held by the Debtor to secure the foregoing, (ii) all of the Debtor's right, title and interest in and to any goods, the sale of which gave rise thereto, (iii) all guarantees, endorsements and indemnifications on, or of, any of the foregoing, (iv) all powers of attorney for the execution of any evidence of indebtedness or security or other writing in connection therewith, (v) all books, records, ledger cards, and invoices relating thereto, (vi) 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 registration officers, (vii) all credit information, reports and memoranda relating thereto, and (viii) all other writings related in any way to the foregoing.

"Trade Secrets" shall mean any know-how, technology, product formulations, procedures and product and manufacturing specifications or standards now or hereafter utilized in the Debtor's business.

Item 4. Bankers Trust Company is acting as Collateral Agent under the Security Documents, as amended, modified or supplemented from time to time, which are referenced in the Credit Agreement dated as of November 16, 1995 among American Marketing Industries Holdings Inc., American Marketing Industries Inc., the lending institutions party thereto from time to time and Bankers Trust Company, as Agent, as amended, modified or supplemented from time to time (including any amendment or restatement thereof).