

UCC-1 Form

FILER INFORMATION

Full name: TRACEY PECCHIA Phone: 401-223-2100

CONTACT INFORMATION

Contact name: ORSON AND BRUSINI LTD.

Street #1: 144 WAYLAND AVENUE

City: PROVIDENCE State: RI ZIP: 02906 Country: USA

Notification Method: E-MAIL Email: TPECCHIA@ORSONANDBRUSINI.COM

DEBTOR INFORMATION

Org. Name: STUDIO 3, LLC

Mailing Address1: 601 MINERAL SPRING AVENUE

City: PAWTUCKET State: RI ZIP: 02860 Country: USA

SECURED PARTY INFORMATION

Org. Name: PRECISION POLISHING & ORNAMENTALS, INC.

Mailing Address1: 601 MINERAL SPRING AVENUE

City: PAWTUCKET State: RI ZIP: 02860 Country: USA

TRANSACTION TYPE: STANDARD

COLLATERAL IS / ADMINISTERED BY:

ALTERNATIVE DESIGNATION:

COLLATERAL

All assets and personal property, tangible and intangible, now owned or hereafter acquired by Debtor located in the State of Rhode Island, and any and all substitutions therefor and replacements thereof and any and all additions and accessions thereto, all as further described in Exhibit A attached hereto and incorporated herein.

EXHIBIT A to UCC-1 Financing Statement from Studio 3, LLC("Debtor") to Precision Polishing & Ornamentals, Inc. ("Secured Party")

4.1 Accounts now owned or hereafter acquired by Debtor. The term “Accounts” means and includes, in addition to the meaning thereof under the applicable provisions of the Uniform Commercial Code then in effect, all of Debtor's now owned or hereafter acquired accounts receivable, notes, drafts, acceptances, and other forms of obligations and receivables from goods sold or services rendered, all guarantees and securities therefor, all of Debtor's right, title, and interest in any and all goods which gave rise thereto, and all of Debtor's rights earned or to be earned hereafter under contract(s) to sell goods or to render services and in the proceeds thereof.

4.2 Inventory now owned or hereafter acquired by Debtor. The term “Inventory” means and includes, in addition to the meaning thereof under the applicable provisions of the Uniform Commercial Code then in effect, in addition to the meaning thereof under the applicable provisions of the Uniform Commercial Code then effect, all of Debtor's now owned or hereafter acquired goods, merchandise, and other personal property held and intended for sale or other disposition by Debtor and materials and supplies of every nature used or usable in connection with the selling or furnishing of such goods, merchandise, and other personal property, including goods returned or to be returned, identified or not identified to contracts, as well as all contract rights with respect thereto and all documents representing the same.

4.3 Machinery, Equipment, and Fixtures now owned or hereafter acquired by Debtor. The collective term “Machinery, Equipment, and Fixtures” means and includes, in addition to the meaning thereof under the applicable provisions of the Uniform Commercial Code then in effect, all of Debtor's now owned or hereafter acquired machinery, equipment, including automotive equipment, fixtures, furniture, parts, tools, dies, attachments, supplies, and all substitutions therefor and replacements thereof, and any and all additions and accessions thereto.

4.4 General Intangibles now owned or hereafter acquired by Debtor. The term “General Intangibles” means and includes, in addition to the meaning thereof under the applicable provisions of the Uniform Commercial Code then in effect, all of Debtor's now owned or hereafter acquired general intangibles, patents, trademarks, tradenames, tradestyles, copyrights, goodwill, name and directory listings, royalties, intellectual property rights, licenses, choses in action, tax refunds, insurance proceeds, rebates, refunds, cash, warehouse receipts, securities, contract rights, deposits, documents of title, as well as any "documents", "chattel paper", and "instruments" as defined under the Uniform Commercial Code then in effect.

4.5 The security interest created by this Agreement covers all property of the same character as that covered by this Agreement which Debtor may hereafter acquire at any time until the termination of this Agreement. The security interest herein covers the Collateral herein described and any and all cash and non-cash proceeds therefrom, including insurance proceeds, and any and all products thereof, applications therefore, and substitutions, replacements, additions, or accessions thereto.