

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Matthew C. Susman 203-337-4236
B. E-MAIL CONTACT AT FILER (optional) msusman@cohenandwolf.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <input type="checkbox"/> Matthew C. Susman, Esquire <input type="checkbox"/> Cohen and Wolf, P.C. <input type="checkbox"/> 1115 Broad Street <input type="checkbox"/> P.O. Box 1821 <input type="checkbox"/> Bridgeport, CT 06601

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME EIS WIRE & CABLE, INC.					
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS 775 New Ludlow Road		CITY South Hadley	STATE MA	POSTAL CODE 01075	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME PEOPLE'S UNITED BANK, NATIONAL ASSOCIATION					
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS 265 Church Street		CITY New Haven	STATE CT	POSTAL CODE 06510	COUNTRY

4. COLLATERAL: This financing statement covers the following collateral:

All of Debtor's personal property as more fully described in Schedule A attached hereto and made a part hereof.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

SCHEDULE A
TO
UCC-1 FINANCING STATEMENT

This Schedule A is attached to and made a part of that certain UCC-1 Financing Statement naming EIS WIRE & CABLE, INC., as Debtor and PEOPLE'S UNITED BANK, NATIONAL ASSOCIATION, as Secured Party.

The following is hereby incorporated into said UCC-1 Financing Statement as the description of the collateral subject thereto:

All assets of Debtor, including without limitation the following (collectively, the "Collateral"):

All machinery, equipment (including power driven machinery and equipment), tools, parts, fixtures, furniture, furnishings, leasehold improvements and other personal property of any nature, wherever located, tangible or intangible, presently owned or hereinafter acquired by Debtor being used or for use in the conduct of its affairs at the above property or at any other property to which such personal property may be moved, together with additions and accessions thereto and substitutions and replacements therefor, and all rights under or arising out of the present or future contracts and general intangibles relating to the foregoing, and the products and proceeds (including insurance and condemnation proceeds) thereof; and

All inventory, as that term is defined in the UCC, whether presently owned or hereafter acquired or manufactured, including, without limitation, all inventory in the possession of others or in transit, all goods held for sale or lease or to be furnished under contracts for service or which have been so furnished, raw materials, work in process, and materials used or consumed or to be used or consumed in the business of the Debtor, and completed and unshipped merchandise, all general intangibles relating to the foregoing, and the products and the proceeds (including insurance and condemnation proceeds) of the foregoing (hereinafter sometimes referred to as the "Inventory"); and

All accounts (including accounts receivable), chattel paper, instruments, general intangibles (including payment intangibles), and contract rights as those terms are defined in the UCC, including those now existing and those hereafter arising or coming into existence, and including, without limitation, all rights of payment for goods sold or leased or services rendered, all supporting obligations, all rights of payment under contracts not yet earned by performance and accounts receivable arising therefrom, and all rights of the Debtor in and to the goods represented thereby including returned and repossessed goods, and all rights the Debtor may have or acquire for securing or enforcing the foregoing, including without limitation the rights to reserves, deposits or insurance proceeds, and the products and proceeds (including insurance and condemnation proceeds) of the foregoing (hereinafter sometimes referred to as the "Accounts"); and

All Deposit Accounts as that term is defined in the UCC, including those now existing and those hereafter arising or coming into existence, and including without limitation, all deposit accounts maintained by the Debtor with the Bank or any other bank, trust company, investment firm or fund or any similar institution or organization and the proceeds thereof; and

All books, correspondence, files, memos, records, computer software, and other documents of every nature relating to any of the foregoing in the possession or control of Debtor all whether now owned or hereafter acquired by Debtor or in which Debtor has or may hereafter acquire an interest; and

All general intangibles of every nature, including, without limitation, tax refunds, any reversion of pension plan excess funding, patents, trademarks, licensing agreements, royalty payments, copy rights, product service codes, service names, service marks and logos, whether presently existing or hereafter acquired; and

All rights in, to and under policies of insurance, including claims or rights to payments and proceeds heretofore or hereafter arising therefrom with respect to any of the foregoing all whether now owned or hereafter acquired or in which Debtor may now have or hereafter acquire any interest; and

All rights in, to and under, any claims or rights to payment and proceeds arising out of any present or future taking by any public and/or quasi-public governmental authority by way of condemnation and/or any other form of the exercise by such authority of its powers of eminent domain.

All licenses, permits and agreements of any kind or nature pursuant to which (a) the Debtor operates or has authority to operate property (whether real, tangible or intangible); (b) the Debtor possesses, uses or has authority to possess or use property (real, whether tangible or intangible) of others; or (c) others possess, use or have authority to possess or use property (whether real, tangible or intangible) of the Debtor.