

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 1-800-858-5294
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscglobal.com
C. SEND ACKNOWLEDGMENT TO (Name and Address)  1550 02574 CSC 801 Adlai Stevenson Drive Springfield, IL 62703  Filed In: Rhode Island (S.O.S.)

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 MARV LLC				
OR	1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c MAILING ADDRESS	1308 EDDY ST	CITY PROVIDENCE	STATE RI	POSTAL CODE 02905
				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 Krasdale Foods, Inc.				
OR	3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c MAILING ADDRESS	65 West Red Oak Lane	CITY White Plains	STATE NY	POSTAL CODE 10604
				COUNTRY USA

4 COLLATERAL This financing statement covers the following collateral:  
 All now or hereafter acquired: (1) equipment; (2) fixtures; (3) inventory; (4) inventory and merchandise shipped by third parties and billed centrally by Secured Parties to Debtor shall be deemed additional collateral under said Security Agreement and the debt due and payable by Debtor for said inventory and merchandise shall be covered under the terms of the Security Agreement as if said inventory and merchandise was provided by Secured Parties; (5) signage; (6) contract rights, including leasehold interests; (7) proceeds including those of fire insurance and inventory (Debtor has no right to sell any collateral except inventory in ordinary course of business); (8) accounts; and (9) other intangibles. Any fixture used in connection with Debtor's business should be deemed personal property of Debtor and not an accretion to real property

5 Check only if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a trust (see UCC1Ad, item 17 and instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public Finance Transaction <input type="checkbox"/> Manufactured Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7 ALTERNATIVE DESIGNATION (if applicable) <input type="checkbox"/> Lessor/Lessee <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8 OPTIONAL FILER REFERENCE DATA	

1550 02574