

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 38827 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 DARLINGTON MARKET INC				
OR	1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c MAILING ADDRESS	614 CENTRAL AVE	CITY	STATE	POSTAL CODE
		PAWTUCKET	RI	02861
				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	STATE	POSTAL CODE
		White Plains	NY	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 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 Agricultural Lien Non-UCC Filing

6b. Check only if applicable and check only one box

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

8 OPTIONAL FILER REFERENCE DATA

1550 38827