

# UCC-1 Form

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## FILER INFORMATION

*Full name:* **CORE-MARK INTERNATIONAL**

*Email Contact at Filer:* **CHRISTOPHER.PRIORE@WILSONELSER.COM**

## SEND ACKNOWLEDGEMENT TO

*Contact name:* **WILSON ELSER MOSKOWITZ EDELMAN & DICKER, LLP**

*Mailing Address:* **200 GREAT OAKS BOULEVARD, SUITE 228**

*City, State Zip Country:* **ALBANY, NY 12203 USA**

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## DEBTOR INFORMATION

*Org. Name:* **SASSY MAMA GENERAL, INC**

*Mailing Address:* **601 WINTER STREET**

*City, State Zip Country:* **WOONSOCKET, RI 02895 USA**

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## SECURED PARTY INFORMATION

*Org. Name:* **CORE-MARK INTERNATIONAL**

*Mailing Address:* **355 MAIN STREET**

*City, State Zip Country:* **WHITINSVILLE, MA 01588 USA**

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**TRANSACTION TYPE: STANDARD**

**ALTERNATIVE DESIGNATION: CREDITOR**

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## COLLATERAL

SEE ATTACHED SECURITY AGREEMENT, PARAGRAPH 2



Core-Mark

// Security Agreement

SECURITY AGREEMENT, dated as of 2/15/18, 20 (this "Agreement"), made

by Theresa Lapiere (Debtor) in favor of Core-Mark International ("Secured Party").

WHEREAS, Secured Party has agreed to extend credit to Debtor from time to time on terms to be mutually agreed between Debtor and Secured Party and as a condition thereto Secured Party has required Debtor to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants contained herein, the parties hereto hereby agree as follows:

1. General. Any term used in the Uniform Commercial Code ("UCC") in effect in the State indicated in the "Governing Law" provision of this Agreement and not otherwise defined in this Agreement has the meaning given to the term in the UCC.

2. Security Interest. In order to secure the payment and performance of the Secured Obligations (as defined below), Debtor hereby assigns, pledges and grants to Secured Party a security interest in all of Debtor's right, title and interest in and to the following property of Debtor (collectively, the "Collateral") in each case whether now owned or hereafter acquired by Debtor and wherever located: all (i) accounts, (ii) chattel paper, (iii) inventory, (iv) equipment, (v) instruments, including, without limitation, promissory notes, (vi) investment property, (vii) documents, (viii) deposit accounts, (ix) letter-of-credit rights, (x) general intangibles, (xi) supporting obligations; and (xii) to the extent not listed in (i) - (xi) above as original Collateral, proceeds and products of the foregoing. For purposes of this Agreement, "Secured Obligations" shall mean each of the following obligations of Debtor to Secured Party: any and all obligations, indebtedness and liabilities, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including without limitation Debtor's indebtedness for any goods or services now or hereafter delivered or provided by Secured Party, and any of the foregoing that arises after the filing of a petition by or against Debtor under the United States Bankruptcy Code (the "Bankruptcy Code"), even if the Secured Obligations do not accrue because of the automatic stay under Bankruptcy Code § 362 or otherwise.

3. Filing of Financing Statement; Further Assurances. Debtor authorizes Secured Party to file financing statements describing the Collateral (or describing the Collateral as "all assets" or a similar description) at any time, and with any filing office or authority, that Secured Party determines. Debtor agrees to execute any further documents, and to take any further actions, reasonably requested by Secured Party to evidence or perfect the security interest granted herein, to maintain the first priority of the security interests, or to effectuate the rights granted to Secured Party under this Agreement.

4. Defaults. If (i) Debtor shall fail to pay any indebtedness, perform any obligation or covenant required to be performed by it, or discharge any liability to Secured Party in accordance with the terms upon which such indebtedness, obligation or liability was incurred or created, or otherwise defaults under any agreement to which Debtor and Secured Party are parties, (ii) all or any portion of the Collateral is seized or levied upon by writ of attachment, garnishment, execution or otherwise, and such seizure or levy is not released within thirty days thereof, (iii) Debtor executes a general assignment for the benefit of its creditors, convenes any meeting of its creditors, becomes insolvent, admits in writing its insolvency or inability to pay its debts, or is unable to pay or is generally not paying its debts as they become due, (iv) a receiver, liquidator, sequestrator, trustee, custodian or other officer having similar powers over Debtor is appointed to take possession of all or any portion of the Collateral or all or any substantial portion of Debtor's assets or (v) any case or proceeding is voluntarily commenced by Debtor under any provision of the Bankruptcy Code or any other federal or state law relating to debtor rehabilitation, insolvency, bankruptcy, liquidation or reorganization, or any such case or proceeding is involuntarily commenced against Debtor, then, upon any such event described in (i) above, Secured Party may declare all Secured Obligations to be immediately due and payable, and upon any such event described in (ii), (iii), (iv) or (v) above, all Secured Obligations shall automatically become due and payable. Secured Party shall have the remedies of a secured party under the UCC and may require Debtor to assemble the Collateral and turn it over to Secured Party at a place designated by Secured Party. Debtor shall reimburse Secured Party for all costs and attorneys' fees incurred by Secured Party in pursuing any remedies, which costs and fees are also Secured Obligations secured hereunder. Debtor hereby expressly waives and releases all rights to have any of the Collateral marshaled upon the exercise of any remedies under this Agreement.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to the principles thereof relating to conflicts of law.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

DEBTOR:

Theresa M. Lapiere as Debtor BY: Theresa M. Lapiere
(Please print Debtor name) (Signature)

DEBTOR:

as Debtor BY:
(Please print Debtor name) (Signature)

Name:
Title:

SECURED PARTY:
Core-Mark International

As secured Party By:
Signature

Name:
Title: