

UCC-1 Form

FILER INFORMATION

Full name: **PATRICK A. GUIDA, ESQ.**

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SEND ACKNOWLEDGEMENT TO

Contact name: **DUFFY & SWEENEY, LTD.**

Mailing Address: **321 SOUTH MAIN STREET, SUITE 400**

City, State Zip Country: **PROVIDENCE, RI 02903 USA**

DEBTOR INFORMATION

Org. Name: **AMERICAN CORD & WEBBING Co., INC.**

Mailing Address: **88 CENTURY DRIVE**

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

Org. Name: **ACW REALTY LLC**

Mailing Address: **88 CENTURY DRIVE**

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

SECURED PARTY INFORMATION

Org. Name: **WEBSTER BANK, NATIONAL ASSOCIATION**

Mailing Address: **50 KENNEDY PLAZA SUITE 1110**

City, State Zip Country: **PROVIDENCE, RI 02903 USA**

TRANSACTION TYPE: STANDARD

COLLATERAL

ALL ASSETS OF THE DEBTOR, NOW OWNED OR HEREAFTER ACQUIRED, INCLUDING WITHOUT LIMITATION ALL TANGIBLE AND INTANGIBLE PERSONAL PROPERTY AND ALL FIXTURES, INCLUDING WITHOUT LIMITATION THAT WHICH IS DESCRIBED ON THE ATTACHED EXHIBIT "A".

EXHIBIT A

Description of Collateral

Capitalized terms not otherwise defined herein shall have the meanings ascribed to those terms in: (a) Section 9-102(a) of the Article 9 of the Uniform Commercial Code, as enacted in the State of Rhode Island (herein called the “UCC”), or (b) other Sections of the UCC and referenced in Section 9-102(b) of the UCC.

“Collateral” shall mean all the Borrower’s present and future right, title and interest in and to any and all assets, including without limitation the following personal property and fixture property, wherever located, whether such property be now owned, existing or hereafter acquired or created and all proceeds, accessions and products thereof:

(a) All accounts, contract rights, chattel paper, instruments, deposit accounts, letter of credit rights, payment intangibles and general intangibles, including all amounts due to the Borrower from a factor; rights to payment of money under any Swap Contract; and all returned or repossessed goods which, on sale or lease, resulted in an account or chattel paper.

(b) All Inventory, including all materials, work in process and finished goods.

(c) All machinery, furniture, fixtures and other equipment of every type now owned or hereafter acquired by the Borrower, (including, but not limited to, all commercial and construction vehicles and the Equipment described in the attached Equipment Description, if any).

(d) All of the Borrower’s deposit accounts with any bank or depository institution. The Collateral shall include any renewals or rollovers of the deposit accounts, any successor accounts, and any general intangibles and choses in action arising therefrom or related thereto.

(e) All instruments, notes, chattel paper, documents, certificates of deposit, securities and Investment Property (as hereinafter defined) of every type.

(f) All tax refunds of every kind and nature to which Borrower is now or may hereafter become entitled, however arising, including without limitation, loss carry back refunds;

(g) All general intangibles, including, but not limited to, (i) all patents, and all unpatented or unpatentable inventions; (ii) all trademarks, service marks, and trade names; (iii) all copyrights and literary rights; (iv) all computer software programs; (v) all mask works of semiconductor chip products; (vi) all trade secrets, proprietary information, customer lists, manufacturing, engineering and production plans, drawings, specifications, processes and systems. The Collateral shall include all good will connected with or symbolized by any of such general intangibles; all contract rights, documents, applications, licenses, materials and other matters related to such general intangibles; all tangible property embodying or incorporating any such general intangibles; and all chattel paper and instruments relating to such general intangibles.

(h) All negotiable and nonnegotiable documents of title covering any Collateral.

(i) All accessions, attachments and other additions to the Collateral, and all tools, parts and equipment used in connection with the Collateral.

(j) All substitutes or replacements for any Collateral, all cash or non-cash proceeds, product, rents and profits of any Collateral, all income, benefits and property receivable on account of the Collateral, all rights under warranties and insurance contracts, letters of credit, guaranties or other supporting obligations covering the Collateral, and any causes of action relating to the Collateral, and all proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the Collateral and sums due from a third party which has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.

(k) All books, data and records pertaining to any Collateral, whether in the form of a writing, photograph, microfilm or electronic media, including but not limited to any computer-readable memory and any computer hardware or software necessary to process such memory ("Books and Records").

"Code" or "Uniform Commercial Code" means the Uniform Commercial Code as enacted and in effect in the State of Rhode Island, provided that the filing requirements set forth in the Code as in effect in any state other than the State of Rhode Island where the Debtor is or may be "Located" shall determine the place of filing to the extent that the Debtor is or may be Located in that other state.

"Contract Rights" or "contract rights" shall mean the rights of Borrower under contracts not yet earned by performance.

"Document(s)" or "document(s)" shall mean a document of title as defined in the Code.

"Equipment" shall mean and include all of Borrower's machinery, equipment, furniture, draperies, carpeting, trade fixtures, and motor vehicles, and all other tangible personal property utilized in the conduct of Borrower's business (excluding Inventory, as that term is defined below) together with any and all manuals, computer programs, databases and other materials relating to the use, operation or structure of any item of Equipment, and all replacements or substitutions therefor and all accessions thereto.

"General Intangibles" or "general intangibles" shall mean and refer to Debtor's general intangibles as defined or applied in the Code and all proceeds thereof, and shall also include all payment intangibles, goodwill, trade secrets, contract rights, computer programs, customer lists, trade terms, trademarks, patents, tax refunds of every kind and nature and proceeds of each of the foregoing.

"Instrument(s)" or "instrument" shall mean an instrument as defined in the Code, including without limitation all promissory notes.

“Inventory” shall include, without limitation, any and all goods, merchandise, raw materials, supplies and other tangible personal property, whether held by Borrower for Borrower’s use or the sale, provision to or consumption by customers or other disposition, and all products of and accessions to Inventory and all documents of title, whether negotiable or nonnegotiable, representing any of the foregoing.

“Investment Property” shall mean all securities and instruments held by or for the benefit of Borrower, including, without limitation, all stocks, bonds, obligations of any governmental entity, notes, shares, mutual or money market fund shares; securities entitlements, securities accounts, commodity contracts and accounts and all sums due or to become due on any of the foregoing, and all securities, instruments or other property purchased or acquired as a result of the investment and reinvestment thereof provided, whether in the name of Borrower or another person and whether certificated or uncertificated; and all tenancy in common interests.

“Swap Contract” means any interest rate, credit, commodity or equity swap, cap, floor, collar, forward foreign exchange transaction, currency swap, cross currency rate swap, currency option, securities puts, calls, collars, options or forwards or any combination of, or option with respect to, these or similar transactions now or hereafter entered into between the Debtor and Secured Party, including without limitation any Hedging Agreement (as defined in any Loan Agreement between Debtor and Secured Party), and/or ISDA Master Agreement entered into between Debtor and Secured Party.