

# UCC-1 Form

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## FILER INFORMATION

*Full name:* **STEVEN J. SAURO, ESQ.**

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## SEND ACKNOWLEDGEMENT TO

*Contact name:* **MORRIS, MANNING & MARTIN, LLP**

*Mailing Address:* **1600 ATLANTA FINANCIAL CENTER, 3343 PEACHTREE ROAD, N.E.**

*City, State Zip Country:* **ATLANTA, GA 30326 USA**

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## DEBTOR INFORMATION

*Org. Name:* **OCEANVIEW PARTNERS, L.P.**

*Mailing Address:* **887 GREENWICH AVENUE**

*City, State Zip Country:* **WARWICK, RI 02886 USA**

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## SECURED PARTY INFORMATION

*Org. Name:* **BANK OF AMERICA, N.A.**

*Mailing Address:* **P.O. Box 40329**

*City, State Zip Country:* **JACKSONVILLE, FL 32203-0329 USA**

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## TRANSACTION TYPE: STANDARD

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## COLLATERAL

ALL ASSETS OF THE DEBTOR OF WHATEVER TYPE OR DESCRIPTION, AND ALL ADDITIONS THERETO AND REPLACEMENT THEREOF, AND ALL OTHER PROPERTY WHETHER NOW OWNED OR HEREAFTER CREATED, ACQUIRED OR REACQUIRED BY THE DEBTOR, WHEREVER LOCATED, AS FURTHER DESCRIBED ON SCHEDULE 1 ATTACHED HERETO.

## **SCHEDULE 1**

### **UCC FINANCING STATEMENT**

All terms used herein having their initial letters capitalized and not otherwise defined herein shall be defined as set forth in the security documents to which this filing pertains.

The Debtor hereby assigns and grants to Secured Party a security interest in the following described property now owned or hereafter acquired by the Debtor ("Collateral"):

- (a) All accounts, and all chattel paper, instruments, deposit accounts, letter of credit rights, and general intangibles related hereto, including all amounts due to the Pledgor from a factor or in connection with any purchase contract or other agreement for the sale of all or any portion of the Pledgor's business which are the subject of this Agreement or any other security agreement of the Pledgor to the Bank; and all returned or repossessed goods which, on sale or lease, resulted in an account.
- (b) All inventory.
- (c) All equipment and fixtures now owned or hereafter acquired by the Pledgor, (including, but not limited to, the equipment described in the attached Equipment Description, if any).
- (d) All of the Pledgor's deposit accounts with the Bank. 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, chattel paper, documents, certificates of deposit, securities and investment property of every type.
- (f) All general intangibles. The Collateral shall include all good will connected with or symbolized by any of such general intangibles.
- (g) All negotiable and nonnegotiable documents of title covering any Collateral.
- (h) All accessions, attachments and other additions to the Collateral, and all tools, parts and equipment used in connection with the Collateral.
- (i) All substitutes or replacements for any Collateral, all cash or non-cash proceeds (including insurance proceeds), products, rents and profits of the Collateral, and all income, benefits and property receivable on account of the Collateral, and all supporting obligations covering any Collateral.
- (j) 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 software necessary to process such memory ("Books and Records").