

# UCC-1 Form

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## FILER INFORMATION

*Full name:* **NCS UCC SERVICES GROUP**

*Email Contact at Filer:* **UCC@NCSCREDIT.COM**

## SEND ACKNOWLEDGEMENT TO

*Contact name:* **NCS UCC SERVICES GROUP**

*Mailing Address:* **PO Box 24101**

*City, State Zip Country:* **CLEVELAND, OH 44124 USA**

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## DEBTOR INFORMATION

*Org. Name:* **LORI G. POLACEK, M.D., INC.**

*Mailing Address:* **2000 CHAPEL VIEW BLVD STE 110**

*City, State Zip Country:* **CRANSTON, RI 02920 USA**

*Org. Name:* **THE POLACEK CENTER FOR PLASTIC SURGERY**

*Mailing Address:* **2000 CHAPEL VIEW BLVD STE 110**

*City, State Zip Country:* **CRANSTON, RI 02920 USA**

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## SECURED PARTY INFORMATION

*Org. Name:* **ALLERGAN USA, INC.**

*Mailing Address:* **5 GIRALDA FARMS**

*City, State Zip Country:* **MADISON, NJ 07940 USA**

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## TRANSACTION TYPE: STANDARD

## CUSTOMER REFERENCE: U267843

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## COLLATERAL

TO SECURE ALL OF THE DEBTOR'S EXISTING AND FUTURE LIABILITIES TO THE COMPANY, INCLUDING THE REPAYMENT OF ANY AMOUNT THAT THE COMPANY MAY ADVANCE OR SPEND FOR THE MAINTENANCE OR PRESERVATION OF THE COLLATERAL (AS DEFINED BELOW), THE DEBTOR GRANTS TO THE COMPANY A PURCHASE MONEY SECURITY INTEREST IN AND A LIEN UPON AND SECURITY INTEREST IN ALL ITS TANGIBLE AND INTANGIBLE PROPERTY AND ANY AND ALL ADDITIONS, SUBSTITUTIONS, ACCESSIONS AND PROCEEDS THERETO OR THEREOF, WHEREVER LOCATED, AND NOW OWNED OR HEREAFTER ACQUIRED OR ARISING, INCLUDING BUT NOT LIMITED TO THE FOLLOWING (COLLECTIVELY, THE "COLLATERAL"): ALL OF DEBTOR'S (A) ACCOUNTS; (B) INVENTORY; (C) CHATTEL PAPER; (D) COMMERCIAL TORT CLAIMS AS DISCLOSED ON CUSTOMER'S FINANCIAL STATEMENTS; (E) DEPOSIT ACCOUNTS; (F) DOCUMENTS; (G) EQUIPMENT; (H) GENERAL INTANGIBLES; (I) GOODS; (J) INSTRUMENTS; (K) INVESTMENT PROPERTY; (L) LETTER OF CREDIT RIGHTS; (M) INSURANCE ON ALL OF THE FOREGOING AND THE PROCEEDS OF THAT INSURANCE; (N) CUSTOMER'S MONEY AND OTHER PROPERTY OF EVERY KIND AND NATURE NOW OR AT ANY TIME OR TIMES HEREAFTER IN THE POSSESSION OF OR UNDER THE CONTROL OF ALLERGAN; AND (O) THE CASH PROCEEDS, NONCASH PROCEEDS AND PRODUCTS OF ALL OF THE FOREGOING AND THE PROCEEDS OF OTHER PROCEEDS. ALL CAPITALIZED TERMS USED BUT NOT DEFINED IN THIS SECTION 3 HAVE THE MEANING GIVEN TO THEM IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY JURISDICTION IN WHICH ANY OF THE COLLATERAL MAY AT THE TIME BE LOCATED (THE "UCC"). CUSTOMER AUTHORIZES THE COMPANY, AT ITS SOLE DISCRETION AND WITHOUT PRIOR NOTICE TO THE DEBTOR, TO FILE A UCC FINANCING STATEMENT DESCRIBING THE COLLATERAL AS "ALL ASSETS." THE DEBTOR HEREBY GRANTS TO ALLERGAN AN IRREVOCABLE POWER OF ATTORNEY COUPLED WITH AN INTEREST FOR THE PURPOSE OF EXERCISING AND PERFECTING ANY AND ALL RIGHTS AND REMEDIES AVAILABLE TO THE COMPANY PURSUANT TO THIS AGREEMENT AND APPLICABLE LAW, INCLUDING ENFORCING THE DEBTOR'S RIGHTS AGAINST ACCOUNT DEBTORS AND OBLIGORS. THE DEBTOR HAS THE RISK OF LOSS OF THE COLLATERAL. THE DEBTOR WILL NOT MAKE ANY SALES, LEASES, OR OTHER DISPOSITION OF ANY OF THE COLLATERAL EXCEPT IN THE ORDINARY COURSE OF BUSINESS. THE DEBTOR WILL NOT GRANT OTHER SECURITY INTERESTS IN THE COLLATERAL. THE DEBTOR REPRESENTS AND WARRANTS THAT, AS OF THE EFFECTIVE DATE, THE DEBTOR IS A CALIFORNIA PROFESSIONAL CORPORATION AND THE DEBTOR WILL NOT CHANGE THE STATE OF ITS CERTIFICATION OR REGISTRATION, OR CHANGE ITS NAME, WITHOUT FIRST PROVIDING THE COMPANY WITH THIRTY (30) DAYS' PRIOR WRITTEN NOTICE TO GIVE THE COMPANY THE OPPORTUNITY TO FILE WHATEVER FINANCING STATEMENTS OR OTHER DOCUMENTS MAY BE NECESSARY OR ADVISABLE TO MAINTAIN THE PERFECTION AND PRIORITY OF ITS SECURITY INTERESTS IN THE COLLATERAL.

