

UCC-1 Form

FILER INFORMATION

Full name: **STEVEN P. DeLUCA, ESQ.**

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SEND ACKNOWLEDGEMENT TO

Contact name: **WIECK DeLUCA GEMMA INCORPORATED**

Mailing Address: **ONE TURKS HEAD PLACE, SUITE 1300**

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

DEBTOR INFORMATION

Org. Name: **ISLAND HOTEL GROUP LLC**

Mailing Address: **325 WEST MAIN ROAD**

City, State Zip Country: **MIDDLETOWN, RI 02842 USA**

SECURED PARTY INFORMATION

Org. Name: **FALL RIVER FIVE CENTS SAVINGS BANK**

Mailing Address: **79 NORTH MAIN STREET**

City, State Zip Country: **FALL RIVER, MA 02720 USA**

TRANSACTION TYPE: STANDARD

COLLATERAL

PLEASE SEE EXHIBIT A ATTACHED.

EXHIBIT A

All of Debtor's right, title and interest in and to all assets and property of the Debtor of every kind, now existing or hereafter acquired relating in any way to the hotel premises located at 325 West Main Road, Middletown, Rhode Island a/k/a Unit 2 of the High Street Hotels Condominium (hereinafter the "Premises") and/or to Debtor's business at the Premises, including, but not limited to:

1.1(a) Receivables, Inventory, Equipment, Patents, Trademarks and Copyrights (all as hereinafter defined);

1.1(b) All ledger sheets, files, records, documents and instruments (including, without limitation, computer programs, tapes and related electronic data processing software) evidencing an interest in or relating to the other Collateral; and

1.1(c) All instruments, documents, securities, cash, property and the proceeds of any of the foregoing, now owned or hereafter acquired by Debtor or in which Debtor now has or may hereafter acquire an interest, which now or hereafter are at any time in possession or control of Secured Party or in transit by mail or carrier to or from Secured Party or in the possession of any third party acting on behalf of Secured Party, without regard to whether Secured Party received the same in pledge, for safekeeping, as agent for collection or transmission or otherwise or whether Secured Party had conditionally released the same; and

1.1(d) All claims by Debtor against third parties for infringement of the Patents, Trademarks and/or Copyrights; and

1.1(e) Any and all municipal, state or federal licenses and permits on which Debtor now is or may hereafter be named or in which Debtor now has or may hereafter have an interest.

1.2 "Equipment" shall mean all machinery and equipment and furniture and fixtures of Debtor now owned or hereafter acquired by Debtor, and used or acquired for use in the business of Debtor at the Premises, together with all accessions thereto and all substitutions and replacements thereof and parts therefor; all cash and non-cash proceeds.

1.3 "Inventory" shall mean all goods, merchandise and other personal property now owned or hereafter acquired by Debtor which are held for sale or lease, or are furnished or to be furnished under any contract of service or are raw materials, work-in-process, supplies or materials used or consumed in Debtor's business, whether now owned or hereafter acquired by the Debtor or in which the Debtor now or hereafter acquires an interest; and all products thereof, and all substitutions, replacements, additions or accessions therefor and thereto; all cash or non-cash proceeds of all of the foregoing, including insurance proceeds.

1.4 "Patents" shall mean (a) any patents or patent rights in which Debtor now has or may hereafter acquire an interest, and all right, title and interest of Debtor therein and

thereto, and all applications, registrations and recordings thereof; and (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated therewith.

1.5 "Receivables" shall mean all accounts, deposits, reservations, contract rights, instruments, documents, chattel paper, general intangibles (including, without limitation, choses in action, tax refunds, insurance proceeds and the name and any trade names of Debtor); any other obligations or indebtedness owed to Debtor from whatever source arising, including, without limitation, any and all rents and proceeds owed to Debtor; all rights of Debtor to receive any payments in money or kind; all guarantees of Receivables and security therefor; all cash or non cash proceeds of all of the foregoing; all of the right, title and interest of Debtor in and with respect to the goods, services or other property which gave rise to or which secure any of the Receivables and insurance policies and proceeds relating thereto, and all of the rights of Debtor as an unpaid seller of goods or services, including, without limitation, the rights of stoppage in transit, replevin, reclamation and resale, and all of the foregoing, whether now existing or hereafter created or acquired.

1.6 "Trademarks" shall mean any trademarks and trade names in which Debtor now has or may hereafter acquire an interest, and all right, title and interest of Debtor therein and thereto, and all applications, registrations and recordings thereof; all reissues, extensions or renewals thereof; all goodwill associated therewith; and all licenses thereof and the royalties associated therewith.

1.7 "Copyrights" shall mean (a) all copyrights in which Debtor now has or may hereafter acquire an interest, and all right, title and interest of Debtor therein and thereto, and all applications, registrations and recordings thereof; and (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated therewith; and (d) all licenses thereof and the royalties associated therewith.