

UCC-1 Form

FILER INFORMATION

Full name:

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SEND ACKNOWLEDGEMENT TO

Contact name: DAVIS, MALM & D'AGOSTINE, P.C., ATTN: GEORGE A. HEWETT, ESQ.

Mailing Address: ONE BOSTON PLACE, 37TH FLOOR

City, State Zip Country: BOSTON, MA 02108 USA

DEBTOR INFORMATION

Org. Name: R.I. SPORTS PROPERTY, LLC

Mailing Address: 170 JEFFERSON BOULEVARD

City, State Zip Country: WARWICK, RI 02888 USA

Org. Name: WARWICK TEAMWORKS, LLC

Mailing Address: 170 JEFFERSON BOULEVARD

City, State Zip Country: WARWICK, RI 02888 USA

SECURED PARTY INFORMATION

Org. Name: PEOPLES UNITED BANK, NATIONAL ASSOCIATION

Mailing Address: ONE POST OFFICE SQUARE

City, State Zip Country: BOSTON, MA 02109 USA

TRANSACTION TYPE: STANDARD

CUSTOMER REFERENCE: THIS UCC REFERS TO THE WARWICK LOCATION.

COLLATERAL

THE PROPERTY OF THE DEBTORS AS MORE FULLY DESCRIBED ON EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

Exhibit A

(Collateral Description)

All personal property of Debtor, including, without limitation, the following property of Debtor, wherever located and whether now owned or hereafter acquired:

all "Accounts" as that term is defined in the Uniform Commercial Code as adopted in the Commonwealth of Massachusetts, as amended from time to time (the "UCC") as of the date hereof, including, without limitation, all accounts, including health care insurance receivables, contracts, contract rights, notes, bills, drafts, acceptances, general intangibles (including, without limitation, registered and unregistered tradenames, copyrights, customer lists, goodwill, computer programs, computer records, computer software, computer data, trade secrets, trademarks, patents, ledger sheets, files, records, data processing records relating to any Accounts and all tax refunds of every kind and nature to which Debtor is now or hereafter may become entitled, no matter how arising), instruments, (including promissory notes), documents, chattel paper (whether tangible or electronic), securities (whether certificated or uncertificated), security entitlements, security accounts, investment property, deposit accounts, supporting obligations, software, letter of credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims and choses in action and all other debts, obligations and liabilities in whatever form, owing to Debtor from any person, firm or corporation or any other legal entity, whether now existing or hereafter arising, now or hereafter received by or belonging or owing to Debtor, for goods sold by it or for services rendered by it, or however otherwise the same may have been established or created, all guarantees and securities therefor, all right, title and interest of Debtor in the merchandise or services which gave rise thereto, including the rights of reclamation and stoppage in transit, all rights to replevy goods, and all rights of an unpaid seller of merchandise or services ("Receivables");

all "Collateral" as that term is defined in the UCC as of the date hereof, including, without limitation, all tangible and intangible personal property of every kind and nature of Debtor including, without limitation, equipment leases, rights to the payments of money, insurance refund claims and all other insurance claims and proceeds, cash, and all general intangibles including, without limitation, all license fees, patents, patent applications, trademark applications, copyright applications, registrations, franchises, printouts and other computer materials and records, guaranty claims, corporate or other business records, inventions, designs, rights to sue and recover for past infringement of patents, trademarks and copyrights, engineering drawings, service marks, and all certificates of need, licenses, permits, agreements of any kind or nature pursuant to which Debtor possesses, uses or has authority to possess or use property (whether tangible or intangible) of others or others possess, use or have authority to possess or use property (whether tangible or intangible) of Debtor, and all recorded data of any kind or nature, regardless of the medium of recording including, without limitation, all software, writings, plans, specifications and schematics, proceeds and products of all the foregoing in any form, including, without limitation, all proceeds of credit, fire or other insurance, and also including, without limitation, rents and profits resulting from the temporary use of any of the foregoing including Accounts, Receivables, Equipment, Inventory and other property;

all "Equipment" as that term is defined in the UCC as of the date hereof, including, without limitation, any and all machinery, equipment, furniture, fixtures and any and all other goods (as defined in Article 9 of the Uniform Commercial Code) used or bought for use in or being used or for use in the conduct of Debtor's business whether now owned or hereafter acquired by Debtor and wherever located, all replacements and substitutions therefor or accessions thereto and all proceeds thereof;

all "Inventory" as that term is defined in the UCC as of the date hereof, including, without limitation, any and all goods, merchandise or other personal property, wheresoever located and whether or not in transit, now owned or hereafter acquired by Debtor, which is or may at any time be held for sale or lease, or furnished or to be furnished under any contract of service or held as raw materials, work in process, supplies or materials, finished goods, and other tangible personal property, supplies or materials, used or consumed in Debtor's business, and all such property the sale or other disposition of which has given rise to Accounts or Receivables and which has been returned to or repossessed or stopped in transit by Debtor;

all monies, securities and other property of Debtor, and the proceeds thereof, now or hereafter held or received by or in transit to the Secured Party whether for safekeeping, custody, pledge, transmission, collections or otherwise and also in and to any and all deposits, general or special, and credits of Debtor, and any and all claims of Debtor against Secured Party now or at any time hereafter existing and all products and proceeds of the foregoing, including, without limitation, proceeds of any insurance policies insuring any of the foregoing.