

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Scott A. Ritch, Esq. 331-2222
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Ursillo, Teitz & Ritch, Ltd. 2 Williams Street Providence, Rhode Island 02903

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME Provide only one Debtor name (1a or 1b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name). If any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a ORGANIZATION'S NAME THE ALLEY CAT CORPORATION				
OR	1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
17 Bluff Street	East Providence	RI	02915	USA

2. DEBTOR'S NAME Provide only one Debtor name (2a or 2b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name). If any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a ORGANIZATION'S NAME				
OR	2b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY) Provide only one Secured Party name (3a or 3b)

3a ORGANIZATION'S NAME HARBORONE BANK				
OR	3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
770 Oak Street	Brockton	MA	02301	USA

4. COLLATERAL This financing statement covers the following collateral

See EXHIBIT A attached hereto and made a part hereof.

5. Check <u>only</u> if applicable and check <u>only</u> one box Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable) <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA RI SEC OF STATE	

EXHIBIT A

CONTINUATION OF UCC-1 FINANCING STATEMENT

DEBTOR: **THE ALLEY CAT CORPORATION**
17 Bluff Street
East Providence, Rhode Island 02915

SECURED PARTY: **HARBORONE BANK**
770 Oak Street
Brockton, Massachusetts 02301

The UCC-1 Financing Statement to which this **Exhibit A** is attached covers:

All tangible and intangible personal property and fixtures, within the meaning of the Uniform Commercial Code as the same may be in effect in the State of Rhode Island from time to time, of Debtor, whether now owned or hereafter acquired by Debtor, or in which Debtor may now have or hereafter acquire an interest, and wherever located, including, without limitation:

(a) all machinery, equipment, furnishings, furniture, goods and fixtures, whether now owned or hereafter acquired by Debtor, or in which Debtor may now have or hereafter acquire an interest;

(b) all accounts (including, without limitation, health care receivables), accounts receivable, rights to the payment of money, payment intangibles, other receivables, contract rights, contracts, leases, chattel paper, electronic chattel paper, commercial tort claims, insurance refund claims and other insurance claims and proceeds, and general intangibles of Debtor (including, without limitation, all tax refund claims, goodwill, going concern value, patents, patent applications, trademarks, trademark applications, trade names, service marks, copyrights, copyright applications, blueprints, designs, computer programs, computer software, customer lists, product lines and research and development), whether now owned or hereafter acquired by Debtor, or in which Debtor may now have or hereafter acquire an interest;

(c) all instruments (including, without limitation, all promissory notes), documents of title, letters of credit, rights to proceeds of letters of credit, letter-of-credit rights, supporting obligations of every kind and description, policies and certificates of insurance, securities, securities entitlements, documents, deposit accounts, investment property, partnership interests, membership interests in limited liability companies (including, without limitation, all of Debtor's right, title and interest in and to all limited liability companies and partnerships and to any successor business entities, and the right to receive all payments and distributions due or to become due under all related partnership agreements, operating agreements, and other constituent documents governing or establishing such business entities), other rights to payment and performance, bank deposits, deposit accounts, checking accounts, certificates of deposit, money and cash, whether now owned or hereafter acquired by Debtor, or in which Debtor may now have or hereafter acquire an interest;

(d) all inventory, including all merchandise, raw materials, work in process, finished goods and supplies, whether now owned or hereafter acquired by Debtor, or in which Debtor may now have or hereafter acquire an interest;

(e) all oil, gas and other minerals before extraction, all oil, gas, other minerals and accounts constituting as extracted collateral, all fixtures, all timber to be cut;

(f) all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to, additions or improvements to, and all proceeds and products of, all of the foregoing, including proceeds of insurance, whether now owned or hereafter acquired by Debtor, or in which Debtor may now have or hereafter acquire an interest; and

(g) all books, records, documents, computer tapes and discs and embedded software, relating to all of the foregoing, whether now owned or hereafter acquired by Debtor, or in which Debtor may now have or hereafter acquire an interest.

Debtor hereby acknowledges and agrees that the security agreement covers, and is intended to cover, all assets of Debtor. For avoidance of doubt, it is expressly understood and agreed that, to the extent the Uniform Commercial Code is revised subsequent to the date hereof such that the definition of any of the foregoing terms included in the description of Collateral is changed, the parties agree that any property which is included in such changed definitions which would not otherwise be included in the foregoing grant on the date hereof be included in such grant immediately upon the effective date of such revision, it being the intention of the parties hereto that the description of Collateral set forth herein be construed to include the broadest possible range of property and assets and all tangible and intangible personal property and fixtures of the Debtor of every kind and description.