

UCC-1 Form

FILER INFORMATION

Full name: **ALAN M. COHEN**

Email Contact at Filer: **ACOHEN@COLLECTIONS-LAW.COM**

SEND ACKNOWLEDGEMENT TO

Contact name: **LAW OFFICES OF ALAN M. COHEN LLC**

Mailing Address: **550 WORCESTER ROAD**

City, State Zip Country: **FRAMINGHAM, MA 01702 USA**

DEBTOR INFORMATION

Org. Name: **HARSS EXPRESS, INC.**

Mailing Address: **2912 WARWICK AVENUE**

City, State Zip Country: **WARWICK, RI 02889 USA**

Last Name (i.e. Family Name or Surname): **PATHANIA** First Name: **HARSHINDER** Middle Name: **HARSHINDER S. PATHANIA**

Mailing Address: **4 COHASSET LANE**

City, State Zip Country: **CRANSTON, RI 02921 USA**

SECURED PARTY INFORMATION

Org. Name: **KAYROUZ PETROLEUM, LLC**

Mailing Address: **16 EAST MAIN STREET**

City, State Zip Country: **WESTBOROUGH, MA 01581 USA**

TRANSACTION TYPE: STANDARD

CUSTOMER REFERENCE: L7506

COLLATERAL

ALL PROPERTY AND PROPERTY INTERESTS OF THE DEBTOR AS WELL AS HIS HEIRS AND BENEFICIARIES, SUCCESSORS AND ASSIGNS, AFFILIATES AND ANY ENTITIES IN WHICH THE DEBTOR'S RESPECTIVE JOINTLY AND/OR SEVERALLY HOLD AN OWNERSHIP INTEREST, AND ANY AND ALL ADDITIONS, ACCESSIONS AND SUBSTITUTIONS THERETO OR THEREFORE AND IN THE PROCEEDS AND PRODUCTS THEREOF INCLUDING WITHOUT LIMITATION THE FOLLOWING:(1) ALL INVENTORY (AS HEREIN DEFINED) OF THE DEBTOR, WHEREVER LOCATED, WHETHER NOW OWNED OR HEREAFTER ACQUIRED; (2) ALL ACCOUNTS RECEIVABLE(AS HEREIN DEFINED) OF THE DEBTOR, WHETHER NOW EXISTING OR HEREINAFTER ARISING, AS WELL AS ALL RIGHT, TITLE AND INTEREST OF THE DEBTOR IN THE GOODS WHICH HAVE GIVEN RISE THERETO, INCLUDING THE RIGHT OF STOPPAGE IN TRANSIT; (3) ALL CONTRACT RIGHTS OF THE DEBTOR NOW EXISTING OR HEREINAFTER ARISING UNDER CONTRACTS TO SELL OR LEASE GOODS OR RENDER SERVICES; (4) ALL RENTAL INCOME IN WHICH THE DEBTOR HAS A LEGAL AND/OR BENEFICIAL INTEREST; (5) ALL GOODS, MACHINERY, EQUIPMENT, LEASEHOLD IMPROVEMENTS, FURNITURE, FURNISHINGS, FIXTURES, PERSONAL PROPERTY, CONSTRUCTION MATERIALS AND MATERIALS TO BE INCORPORATED INTO ANY REAL ESTATE AND OTHER TANGIBLE AND INTANGIBLE PERSONAL PROPERTY OF THE DEBTOR, WHEREVER LOCATED, WHETHER NOW OWNED OR HEREAFTER ACQUIRED BY THE DEBTOR, AND IN THE PROCEEDS AND PRODUCTS THEREOF, INCLUDING, WITHOUT LIMITATIONS, INSURANCE PROCEEDS ON ANY OF THE FOREGOING; (6) ALL LEGAL AND BENEFICIAL INTEREST IN ANY TRUST OR ESTATE; (7) ALL CONTRACTS, INSURANCE PROCEEDS, CONTRACT RIGHTS, CHOSES IN ACTION, GENERAL INTANGIBLES, INSTRUMENTS, DOCUMENTS AND CHATTEL PAPER OF THE DEBTOR, AND ALL RIGHT IN THE MERCHANDISE OR SERVICES WHICH GAVE RISE TO ANY OF THE FOREGOING, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND IN THE PROCEEDS THEREOF; (8) ALL RIGHTS OF THE DEBTOR, WHETHER NOW EXISTING OR HEREAFTER ARISING, AS LESSEE(S) UNDER LEASES OF EQUIPMENT; (9) ALL DEPOSIT ACCOUNTS; (10) ALL FILES, RECORDS(INCLUDING WITHOUT LIMITATION, COMPUTER PROGRAMS, TAPES AND RELATED ECONOMIC DATA PROCESSING SOFTWARE), AND WRITINGS OF THE DEBTOR IN WHICH THE DEBTOR HAS AN INTEREST IN ANY WAY RELATING TO THE FOREGOING PROPERTY, WHETHER NOW OWNED OR HEREAFTER ACQUIRED; (11) ALL LIQUOR AND/OR ALCOHOL BEVERAGE LICENSES; (12) ALL VICTUALLERS LICENSES; (13) ALL TANGIBLE AND INTANGIBLE PERSONAL PROPERTY OWNED OR STANDING IN THE NAME OF THE DEBTOR JOINTLY AND/OR SEVERALLY OR ANY OF THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES, ASSIGNS AND/OR TRUSTS; (14) ALL AUTOMOBILES, TRUCKS AND MOTOR VEHICLES; (15) ALL GOODWILL, TRADE SECRETS, CUSTOMER LISTS, TRADE NAMES, TRADEMARKS AND PATENTS, ALL BOOKS AND FINANCIAL RECORDS OF THE DEBTOR; (16) ALL REAL ESTATE OF THE DEBTOR; (17) ALL

GUARANTIES AND SECURITIES FOR, AND ALL PROCEEDS ON OR FROM THE SALE, TRANSFER, PLEDGE, ENCUMBRANCE OR OTHER ALIENATION OF ANY OF THE FOREGOING PROPERTY DESCRIBED IN (1) THROUGH (17) ABOVE AND PROCEEDS THEREOF. THE TERM "INVENTORY" SHALL MEAN AND INCLUDE ALL GOODS, MERCHANDISE, RAW MATERIALS, SUPPLIES, GOODS IN PROCESS, FINISHED GOODS AND OTHER TANGIBLE PROPERTY HELD BY THE DEBTOR, FOR PROCESSING, SALE OR LEASE OR FURNISHED OR TO BE FURNISHED BY THE DEBTOR UNDER CONTRACT(S) OF SERVICE OR TO BE USED OR CONSUMED IN THE DEBTOR'S BUSINESS(ES). THE TERM "ACCOUNTS RECEIVABLE" SHALL MEAN AND INCLUDE ACCOUNTS RECEIVABLE, CREDIT CARD PAYMENTS AND NOTES, DRAFTS, ACCEPTANCES OF POWERS OF APPOINTMENT, AND ALL MONIES DUE TO THE DEBTOR FROM ANY SOURCE WHETHER NOW EXISTING OR HEREINAFTER ARISING.

TO UNIFORM COMMERCIAL CODE - HARSS EXPRESS, INC. AND HARSHINDER S. PATHANIA A/K/A HARSHINDER PATHANIA ARE THE DEBTORS (collectively "Debtor") AND KAYROUZ PETROLEUM, LLC IS THE SECURED PARTY.

All property and property interests of the Debtor as well as his heirs and beneficiaries, successors and assigns, affiliates and any entities in which the DEBTOR's respective jointly and/or severally hold an ownership interest, and any and all additions, accessions and substitutions thereto or therefore and in the proceeds and products thereof including without limitation the following: (1) all Inventory (as herein defined) of the Debtor, wherever located, whether now owned or hereafter acquired; (2) all Accounts Receivable (as herein defined) of the Debtor, whether now existing or hereinafter arising, as well as all right, title and interest of the Debtor in the goods which have given rise thereto, including the right of stoppage in transit; (3) all contract rights of the Debtor now existing or hereinafter arising under contracts to sell or lease goods or render services; (4) all rental income in which the Debtor has a legal and/or beneficial interest; (5) all goods, machinery, equipment, leasehold improvements, furniture, furnishings, fixtures, personal property, construction materials and materials to be incorporated into any real estate and other tangible and intangible personal property of the Debtor, wherever located, whether now owned or hereafter acquired by the Debtor, and in the proceeds and products thereof, including, without limitations, insurance proceeds on any of the foregoing; (6) all legal and beneficial interest in any trust or estate; (7) all contracts, insurance proceeds, contract rights, choses in action, general intangibles, instruments, documents and chattel paper of the Debtor, and all right in the merchandise or services which gave rise to any of the foregoing, whether now existing or hereafter arising, and in the proceeds thereof; (8) all rights of the Debtor, whether now existing or hereafter arising, as lessee(s) under leases of equipment; (9) all deposit accounts; (10) all files, records (including without limitation, computer programs, tapes and related economic data processing software), and writings of the Debtor in which the Debtor has an interest in any way relating to the foregoing property, whether now owned or hereafter acquired; (11) all liquor and/or alcohol beverage licenses; (12) all victuallers licenses; (13) all tangible and intangible personal property owned or standing in the name of the Debtor jointly and/or severally or any of their respective affiliates, subsidiaries, assigns and/or trusts; (14) all automobiles, trucks and motor vehicles; (15) all goodwill, trade secrets, CUSTOMER lists, trade names, trademarks and patents, all books and financial records of the Debtor; (16) all real estate of the Debtor; (17) all guaranties and securities for, and all proceeds on or from the sale, transfer, pledge, encumbrance or other alienation of any of the foregoing property described in (1) through (17) above and proceeds thereof.

The term "Inventory" shall mean and include all goods, merchandise, raw materials, supplies, goods in process, finished goods and other tangible property held by the Debtor, for processing, sale or lease or furnished or to be furnished by the Debtor under contract(s) of service or to be used or consumed in the Debtor's business(es). The term "Accounts Receivable" shall mean and include accounts receivable, credit card payments and notes, drafts, acceptances of powers of appointment, and all monies due to the Debtor from any source whether now existing or hereinafter arising.