

UCC-1 Form

FILER INFORMATION

Full name:

Email Contact at Filer: SMAHRT@CCSLEGAL.COM

SEND ACKNOWLEDGEMENT TO

Contact name: CONTINENTAL CORPORATE SERVICES, INC.

Mailing Address: 3 CLARIDGE DRIVE, SUITE 3

City, State Zip Country: VERONA, NJ 07044 USA

DEBTOR INFORMATION

Org. Name: HUDSON TERMINAL CORP.

Mailing Address: 89 SHIP STREET

City, State Zip Country: PROVIDENCE, RI 02903 USA

SECURED PARTY INFORMATION

Org. Name: BITUMAR USA, INC.

Mailing Address: 6000 PENNINGTON AVENUE

City, State Zip Country: BALTIMORE, MD 21226 USA

TRANSACTION TYPE: STANDARD

COLLATERAL

ALL OF THE DEBTOR'S ASSETS BOTH NOW OWNED OR HEREAFTER ACQUIRED, INCLUDING AS DESCRIBED ON EXHIBIT A.

EXHIBIT A

<u>Debtor:</u>	Hudson Terminal Corp. 89 Ship Street Providence, Rhode Island 02903
<u>Secured Party:</u>	Bitumar USA, Inc. 6000 Pennington Avenue Baltimore, Maryland 21226

All of Debtor's assets, including, without limitation, all personal property of Debtor as more particularly described in subparagraphs (a) - (i) below and in all proceeds (cash and non-cash, including insurance proceeds), products, substitutions, renewals and replacements of all these items in any form whatsoever and all books, records and data processing material in any form documenting, describing or in any way relating to any or all of these items and any document or documents of title issued with regard to any or all of these items (collectively, the "Collateral").

(a) ACCOUNTS: all of Debtor's present and future accounts, contracts, chattel paper, instruments and documents as those terms are defined in the Uniform Commercial Code, and all other rights to the payment of money, including but not limited to all accounts receivable and contract rights received by Debtor arising from the disposition, in any manner, of the property described in this Section (a), whether or not yet earned, for services rendered or goods sold, consigned, leased or furnished by Debtor, together with all general intangibles, guaranties and securities relating to any of the foregoing, and all returned, reclaimed or repossessed goods the sale, consignment, lease or other furnishing of which shall have given or may give rise to any of the foregoing, including, without limitation, the right of stoppage in transit;

(b) INVENTORY: all of Debtor's present and future inventory, whether the same may be held for resale or used for display or sample purposes, and all replacements, returns and repossessions thereof and further including but not limited to all other goods held for sale or lease or furnished or to be furnished under contracts of service, raw materials, work in process, finished goods, goods used or consumed in business, whether owned, consigned or held on consignment, together with all merchandise, component materials, supplies, incidentals, office supplies, packaging materials and other goods or items used or to be used in connection with Inventory, all present and future documents, instruments and general intangibles (including but not limited to all patents, patent rights, licenses, trademarks, trade names, trade secrets and copyrights) pertaining to or utilized in the consumption, sale, consignment, lease, promotion, shipment or storage of Inventory, and all returned, reclaimed or repossessed goods sold, consigned, leased or otherwise furnished by Debtor;

(c) EQUIPMENT: all of Debtor's present and future machinery, motor vehicles, equipment, furniture, fixtures, tools, molds and all other tangible personal property, including any and all parts, substitutions, accretions, accessions, attachments, accessories, additions, components and replacements of Equipment now or hereafter placed thereon, together with all documents, instruments and general intangibles relating to Equipment

(including but not limited to trademarks, trade names, trade styles, copyrights, brands, patents, patent rights, licenses, trade secrets, and all manuals of operation, maintenance or repair) utilized in connection with Equipment;

(d) GENERAL INTANGIBLES: all of Debtor's present and future general intangibles, which term shall have the meaning given to it in the Uniform Commercial Code and shall additionally include but not be limited to all tax refunds, letter of credit rights, investment property, patents, trademarks, service marks, trade names, copyrights and other intellectual property and proprietary rights;

(e) RECORDS: all of Debtor's present and future files, books, ledgers, records, bills, invoices, receipts, deeds, certificates or documents of ownership, warranties, bills of sale, and all other data, data storage systems, and processing media, customer lists and software and related material of Debtor, and all copies and reproductions of all of the foregoing;

(f) PROPERTY: all of Debtor's present and future personal property owned or hereafter acquired;

(g) INVESTMENT PROPERTY: all right, title and interest of Debtor in and to investment property of every type and description, now owned or hereafter acquired and wherever located, including, without limitation, all securities (whether certificated or uncertificated), security entitlements, commodity contracts, and commodity accounts, and all present and future rights of exchange, subscription or substitution incident to or arising from any of the foregoing, and all present and future rights and interest in and to dividends or distributions of any kind, profits, losses, or capital accounts incident to or arising from any of the foregoing;

(h) ADDITIONAL SECURITY: all present and future monies and other property of Debtor and the proceeds thereof, now or hereafter in the possession or custody of, or in transit to, the Secured Party for any purpose including safekeeping, collection, pledge or otherwise, and any and all deposits (whether general or special) and credits now or hereafter maintained by Debtor for its account with the Secured Party, and any claims of Debtor against the Secured Party; and

(i) PROCEEDS: all proceeds as defined in the Uniform Commercial Code and shall additionally include whatever is received upon the use, or other utilization or disposition of any Collateral granted to the Secured Party in this Security Agreement as set forth above, whether cash or noncash, including but not limited to all lease or rental payments, Accounts, chattel paper, instruments, documents, contract rights, General Intangibles, Equipment, Inventory, insurance proceeds, and all proceeds of the foregoing.