

# UCC-1 Form

---

## FILER INFORMATION

*Full name:* **DAVID M FOSS**

*Email Contact at Filer:* **DFOSS@PIERCEATWOOD.COM**

## SEND ACKNOWLEDGEMENT TO

*Contact name:* **PIERCE ATWOOD LLP**

*Mailing Address:* **100 SUMMER STREET**

*City, State Zip Country:* **BOSTON, MA 02110 USA**

---

## DEBTOR INFORMATION

*Org. Name:* **KAHN, LITWIN, RENZA & Co., LTD.**

*Mailing Address:* **951 MAIN STREET**

*City, State Zip Country:* **PROVIDENCE, RI 02904 USA**

*Org. Name:* **KLR HOLDINGS, INC.**

*Mailing Address:* **951 NORTH MAIN STREET**

*City, State Zip Country:* **PROVIDENCE, RI 02904 USA**

---

## SECURED PARTY INFORMATION

*Org. Name:* **BERKSHIRE BANK**

*Mailing Address:* **100 WESTMINSTER STREET**

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

---

## TRANSACTION TYPE: STANDARD

**CUSTOMER REFERENCE: 33915-5173**

---

## COLLATERAL

ALL ASSETS AND PERSONAL PROPERTY OF DEBTORS, SEE SCHEDULE A ATTACHED HERETO.

**SCHEDULE A  
TO UCC FINANCING STATEMENT**

**BORROWER/DEBTORS:   KAHN, LITWIN, RENZA & CO., LTD.  
                                  KLR HOLDINGS, INC.**

**SECURED PARTY:        BERKSHIRE BANK**

Each Debtor has granted to the Secured Party a security interest in ALL ASSETS AND PERSONAL PROPERTY of Debtors, whether now existing or hereafter arising, and whether now owned or hereafter acquired, including, without limitation, all “Accounts”, including, without limiting the generality of the foregoing, “Health-Care-Insurance Receivables”, “Chattel Paper”, including without limiting the generality of the foregoing, “Electronic Chattel Paper” and “Instruments”, as these terms are defined in the Uniform Commercial Code, together with all Inventory, Equipment, Patents, Trademarks and Additional Collateral, as hereinafter defined, and all products and proceeds of the foregoing including, without limitation, proceeds of any insurance policies insuring any of the foregoing.

For purposes of the agreement between the Debtors and the Secured Party, the capitalized terms above have the following meanings:

**Inventory** - means all “Inventory” as that term is defined in the Uniform Commercial Code as of the date hereof, including, without limitation, any and all goods, merchandise or other personal property, wherever located and whether or not in transit, now owned or hereafter acquired by the Borrower, 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 used or consumed in the Borrower’s business, and all such property the sale or other disposition of which has given rise to Accounts, Chattel Paper, Documents, or Instruments and which has been returned to or repossessed or stopped in transit by the Borrower.

**Equipment** - means all Equipment, as that term is defined in the Uniform Commercial Code as of the date hereof, of Borrower, whether presently owned or hereafter acquired, and including, without limitation, machinery, furniture, furnishings, and fixtures, and any and all goods used or bought for use in or being used or for use in the conduct of Borrower’s business and all goods used or bought for use in Borrower’s business which are not included within the definition of Inventory, and all accessions and additions thereto, replacements therefor, and substitutions therefor, supplies and motor vehicles, now owned and hereafter acquired, present and future, by the Borrower of whatsoever name, nature, kind or description, wherever located, and all additions and accessions thereto and replacements or substitutions therefor, and all proceeds thereof and all proceeds of any insurance thereon.

**Patents** - means all of the Borrower’s right, title and interest, present and future, in and to (a) all letters patent of the United States or any other country, all right, title and interest therein and thereto, and all registrations and recordings thereof, including without limitation applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States and State thereof or any other country or any political subdivision thereof, all whether now owned or hereafter acquired by the Borrower; and (b) all reissues, continuations, continuations-in-part or extensions thereof and all licenses thereof; and all proceeds of the foregoing and all proceeds of any insurance on the foregoing.

**Trademarks** - means all of the Borrower's right, title and interest, present and future, in and to (a) all trademarks, trade names, trade styles, service marks, prints and labels on which said trademarks, trade names, trade styles and service marks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right, title and interest therein and thereto, and all registrations and recordings thereof, including without limitation applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, all whether now owned or hereafter acquired by the Borrower; (b) all reissues, extensions or renewals thereof and all licenses thereof; and (c) the goodwill of the business symbolized by each of the Trademarks, and all customer lists and other records of the Borrower relating to the distribution of products bearing the Trademarks; and all proceeds of the foregoing and all proceeds of any insurance on the foregoing.

**Additional Collateral** - means (a) all "Securities Entitlements," "Investment Property," "Financial Assets," "Documents" as those terms are defined in the Uniform Commercial Code as of the date hereof, whether now existing or hereafter acquired or arising, and also including, without limitation, bills of lading, dock warrants, dock receipts, warehouse receipts or orders for the delivery of goods, and any other documents which in the regular course of business or financing are treated as adequately evidencing that the persons in possession of them are entitled to receive, hold, and dispose of the goods they cover; (b) all "Motor Vehicles" whether now owned or hereafter acquired by the Borrower, and all accessions and additions thereto, replacements therefor, and substitutions therefor; (c) all "General Intangibles" as that term is defined in the Uniform Commercial Code as of the date hereof, whether presently owned or hereafter acquired, including, without limitation, all choses in action, and causes of action, and all other intangible personal property of the Borrower, including, without limitation, corporate or other business records, inventions, designs, patents, patent applications, trademarks, service marks, tradenames, trade secrets, goodwill, copyrights, registrations, licenses, franchises, customer lists, tax refund claims, credit files, computer programs, printouts and other computer materials and records, guaranty claims, security interests or other property held by or granted to Borrower to secure payment of any obligation of any obligor of Borrower and any and all of the rights of Borrower of whatever nature under any and all contracts, agreements, or leases (whether of real or personal property) to which the Borrower is or may become a party, including without limitation all of the rights of Borrower to enforce all of the provisions of, and to obtain payments or other performance due under, all contracts, agreements, or leases; (d) all "Deposit Accounts", as that term is defined in the Uniform Commercial Code as of the date hereof, and all other monies, securities and other property of the Borrower, and the proceeds thereof, now or hereafter held or received by or in transit to the Lender whether for safekeeping, custody, pledge, transmission, collection or otherwise, and also in and to any and all deposits, general or special, and credits of the Borrower with, and any and all claims of the Borrower against, the Lender now or at any time hereafter existing; and (e) all "Commercial Tort Claims, "Letters of Credit" and "Letter of Credit Rights", as these terms are defined in the Uniform Commercial Code as of the date hereof.