

UCC-1 Form

FILER INFORMATION

Full name: MICHELE MACEDO

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SEND ACKNOWLEDGEMENT TO

Contact name: ORSON AND BRUSINI LTD.

Mailing Address: 211 QUAKER LANE, SUITE 201

City, State Zip Country: WEST WARWICK, RI 02893 USA

DEBTOR INFORMATION

Org. Name: DMS HOLDINGS INC.

Mailing Address: 44 A STREET

City, State Zip Country: JOHNSTON, RI 02919 USA

Org. Name: DMS SERVICES LLC

Mailing Address: 44 A STREET

City, State Zip Country: JOHNSTON, RI 02919 USA

Org. Name: DIESEL MAINTENANCE SERVICES LLC

Mailing Address: 44 A STREET

City, State Zip Country: JOHNSTON, RI 02919 USA

Org. Name: DELIVERY MAINTENANCE SERVICES LLC

Mailing Address: 44 A. STREET

City, State Zip Country: JOHNSTON, RI 02919 USA

Org. Name: DISPATCH MANAGEMENT SERVICES INC.

Mailing Address: 44 A STREET

City, State Zip Country: JOHNSTON, RI 02919 USA

Org. Name: DISTRIBUTION MANAGEMENT SERVICES INC.

Mailing Address: 44 A STREET

City, State Zip Country: JOHNSTON, RI 02919 USA

SECURED PARTY INFORMATION

Org. Name: MICHAEL L. MINISCE, AS TRUSTEE OF THE MICHAEL L. MINISCE REVOCABLE TRUST

Mailing Address: 5 RIDGE ROAD

City, State Zip Country: NORTH SMITHFIELD, RI 02896 USA

TRANSACTION TYPE: STANDARD

COLLATERAL

SEE ATTACHED EXHIBIT A

EXHIBIT A. DESCRIPTION OF COLLATERAL.

1. Description of Collateral. The Collateral shall include all tangible and intangible personal property of Debtor, and shall also include each of the following, and every combination thereof, as more particularly described below.

1.1. Accounts now owned or hereafter acquired by Debtor. The term “Accounts” means and includes, in addition to the meaning thereof under the applicable provisions of the Uniform Commercial Code then in effect, all of Debtor’s now owned or hereafter acquired accounts receivable, notes, drafts, acceptances, and other forms of obligations and receivables from goods sold or services rendered, all guarantees and securities therefor, all of Debtor’s right, title, and interest in any and all goods which gave rise thereto, and all of Debtor’s rights earned or to be earned hereafter under contract(s) to sell goods or to render services and in the proceeds thereof.

1.2. Inventory now owned or hereafter acquired by Debtor. The term “Inventory” means and includes, in addition to the meaning thereof under the applicable provisions of the Uniform Commercial Code then in effect, all of Debtor’s now owned or hereafter acquired goods, merchandise, and other personal property held and intended for sale or other disposition by Debtor and materials and supplies of every nature used or usable in connection with the selling or furnishing of such goods, merchandise, and other personal property, including goods returned or to be returned, identified or not identified to contracts, as well as all contract rights with respect thereto and all documents representing the same.

1.3. Machinery, Equipment, and Fixtures now owned or hereafter acquired by Debtor. The collective term “Machinery, Equipment, and Fixtures” means and includes, in addition to the meaning thereof under the applicable provisions of the Uniform Commercial Code then in effect, all of Debtor’s now owned or hereafter acquired machinery, equipment, including automotive equipment, fixtures, furniture, parts, tools, dies, attachments, supplies, and all substitutions therefor and replacements thereof, and any and all additions and accessions thereto.

1.4. General Intangibles now owned or hereafter acquired by Debtor. The term “General Intangibles” means and includes, in addition to the meaning thereof under the applicable provisions of the Uniform Commercial Code then in effect, all of Debtor’s now owned or hereafter acquired general intangibles, patents, trademarks, tradenames, tradestyles, copyrights, goodwill, royalties, intellectual property rights, licenses, choses in action, tax refunds, insurance proceeds, rebates, refunds, cash, warehouse receipts, securities, contract rights, deposits, documents of title, as well as any “documents,” “chattel paper,” and “instruments” as defined under the Uniform Commercial Code then in effect.

1.5. The security interest created by this Agreement covers all property of the same character as that covered by this Agreement which Debtor may hereafter acquire at any time until the termination of this Agreement. The security interest herein covers the Collateral herein described and any and all cash and non-cash proceeds therefrom, including insurance proceeds, and any and all products thereof, applications therefore, and substitutions, replacements, additions, or accessions thereto.