

UCC-1 Form

FILER INFORMATION

Full name: **WOLTERS KLUWER LIEN SOLUTIONS**

Email Contact at Filer: **CTLSWEBACK@WOLTERSKLUWER.COM**

SEND ACKNOWLEDGEMENT TO

Contact name: **LIEN SOLUTIONS**

Mailing Address: **P.O. Box 29071**

City, State Zip Country: **GLENDAL, CA 91209-9071 USA**

DEBTOR INFORMATION

Org. Name: **ROBERT'S MUSICAL INSTRUMENTS, INC.**

Mailing Address: **687 QUAKER LN**

City, State Zip Country: **WEST WARWICK, RI 02893-2125 USA**

SECURED PARTY INFORMATION

Org. Name: **KHS AMERICA, INC.**

Mailing Address: **12020 VOLUNTEER BLVD**

City, State Zip Country: **MT. JULIET, TN 37122 USA**

TRANSACTION TYPE: STANDARD

CUSTOMER REFERENCE: RI-0-103104729-71178986

COLLATERAL

SECURITY INTERESTS A)DEALER HEREBY GRANTS KHS A CONTINUING BLANKET SECURITY INTEREST ("BLANKET INTEREST") IN ALL OF DEALER'S INVENTORY SOLD OR DISTRIBUTED TO DEALER BY KHS, WHEREVER LOCATED, NOW OWNED OR HEREAFTER ACQUIRED AND ALL PROCEEDS THEREFROM, INCLUDING BUT NOT LIMITED TO PROCEEDS FROM THE SALE, LEASE OR RENTAL OF SUCH INVENTORY, TO SECURE THE PAYMENT OF DEALER'S INDEBTEDNESS TO KHS FOR EACH SUCH ITEM OF KHS INVENTORY. THE PARTIES HERETO INTEND BY THIS GRANT OF BLANKET INTEREST THAT EACH ITEM OF INVENTORY SHALL SECURE ITS OWN COST. B)IN ADDITION TO THE SECURITY INTEREST GRANTED IN SECTION 1(A) ABOVE, DEALER HEREBY GRANTS KHS A CONTINUING SECURITY INTEREST IN THE FOLLOWING COLLATERAL, WHEREVER LOCATED, NOW OWNED OR HEREAFTER ACQUIRED: 1)ALL OF DEALER'S INVENTORY MANUFACTURED OR SOLD BY, OR BEARING A TRADEMARK OF KHS. II)ALL PROCEEDS THEREFROM, INCLUDING WITHOUT LIMITATION ALL RENTAL CONTRACTS REGARDING ANY OF THE ABOVE DESCRIBED INVENTORY AND ALL PAYMENT AND OTHER RIGHTS UNDER THE RENTAL CONTRACTS, ALL ACCOUNTS, CONTRACT RIGHTS, INSTRUMENTS, CHATTEL PAPER, DOCUMENTS, GENERAL INTANGIBLES, AND OTHER RIGHTS TO PAYMENT OF EVERY KIND, AND III)ALL OF DEALER'S BOOKS AND RECORDS CONCERNING THE FORGOING, TO SECURE THE PAYMENT AND PERFORMANCE OF ALL DEALER'S OBLIGATIONS TO KHS, REGARDLESS OF THE FORM OF SUCH OBLIGATIONS, ARISING AT ANY TIME UNDER THIS AGREEMENT OR OTHERWISE, TOGETHER WITH INTEREST AND ANY OTHER CHARGES THEREON AND ANY RENEWALS OR EXTENSIONS THEREOF, AND WHETHER SUCH OBLIGATIONS ARE FROM TIME TO TIME REDUCED AND THEREAFTER INCREASED OR ENTIRELY EXTINGUISHED AND THEREAFTER RE-INCURRED. C)THE COLLATERAL DESCRIBED IN SECTIONS 1(A) AND 1(B) SECTIONS (I), (II) AND (III) ABOVE IS HEREINAFTER COLLECTIVELY REFERRED TO AS THE "COLLATERAL" AND THE OBLIGATIONS SECURED BY THE COLLATERAL ARE HEREINAFTER COLLECTIVELY REFERRED TO AS THE "INDEBTEDNESS"