

1. Debtor(s) (Last Name First) and address(es) Mighty Distributing System of America, Inc. 50 Technology Park/Atlanta Norcross, Georgia 30092		2. Secured Party(ies) and address(es) Bank South, N.A. 55 Marietta Street Atlanta, Georgia 30303		3. Filing Officer (Date, Time, No., and Filing Office) <div>025026</div> <div>STATE OF ALA. SHELBY CO. I CERTIFY THIS FINANCING STATEMENT WAS FILED 90 MAR 28 AM 11:12 SHELBY COUNTY PROBATE</div>	
4. <input type="checkbox"/> Debtor is a utility.					
5. This financing statement covers the following types (or items) of property: See Exhibit "A", attached hereto, for a description of Debtor's property covered by this Financing Statement.					
6. Complete only when filing with the Judge of Probate. The initial indebtedness secured by this financing statement is \$ <u>1400</u> Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ <u> </u>			7. <input type="checkbox"/> This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5).		
8. Check X if covered: <input checked="" type="checkbox"/> Products of Collateral are also covered. No. of additional sheets presented <u>1</u>					
9. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state.			<input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor <input type="checkbox"/> as to which the filing has lapsed.		
Filed with: Judge of Probate of Shelby County, Alabama					
By: <u>[Signature]</u> Title: <u>Pres.</u> Signature(s) of Debtor(s)			By: <u>[Signature]</u> title: <u>VP</u> Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature-see Box 9)		
(1) FILING OFFICER COPY — ALPHABETICAL					

EXHIBIT "A"

TO UCC-1 FINANCING STATEMENT
MIGHTY DISTRIBUTING SYSTEM OF AMERICA, INC. ("Debtor")
BANK SOUTH, N.A. ("Secured Party")

All of the following described property of Debtor, whether now in existence or hereafter created or acquired and wheresoever situated:

(a) All accounts, contract rights, chattel paper, instruments and documents; and

(b) All inventory, including, but not limited to, all goods intended for sale or lease by Debtor, or for display or demonstration; all work-in-process; and all raw materials and other materials and supplies of every nature and description used or which might be used in connection with the manufacture, printing, packing, shipping, advertising, selling, leasing or furnishing of such goods or otherwise used or consumed in Debtor's business; and

(c) All machinery, apparatus, equipment, fittings, furniture, fixtures, motor vehicles and other tangible personal property (other than inventory) of every kind and description used in Debtor's operations or owned by Debtor or in which Debtor has an interest, and all parts, accessories and special tools and all increases and accessions thereto and substitutions and replacements therefor; and

(d) All general intangibles, including, without limitation, all choses in action, causes of action, corporate or other business records, deposit accounts, inventions, designs, patents, patent applications, trademarks, trade names, trade secrets, good will, copyrights, registrations, licenses, franchises, customer lists, tax refund claims, computer programs, all claims under guaranties, security interests or other security held by or granted to Debtor to secure payment of any of the accounts by an account debtor, all rights to indemnification and all other intangible property of every kind and nature; and

(e) All cash and non-cash proceeds of any of the foregoing property, including, without limitation, proceeds of and unearned premiums with respect to insurance policies insuring any of the foregoing property; and

(f) All books and records (including, without limitation, customer lists, credit files, computer programs, print-outs and other computer materials and records) of Debtor pertaining to any of the foregoing property.

The Security Agreement between Debtor and Secured Party restricts the right of Debtor to sell, lease, pledge or otherwise dispose of any of the above-described property of Debtor except for sales of inventory in the ordinary course of Debtor's business.