

# UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

## INSTRUCTIONS:

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
3. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
4. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
5. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
6. At the time of original filing, filing officer should return third copy as an acknowledgement. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

REORDER FROM  
**Registre, Inc.**  
514 PIERCE ST.  
ANOKA, MN 55303  
(612) 421-1713

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

**AXIA Incorporated D/B/A Ames  
Taping Tool Systems Company  
1001 South Spring Road, Suite 300  
Oak Brook, IL 60521  
Tax ID/Social Security No.**

2. Secured Party(ies) and address(es)

**Banque Indosuez, New York  
Branch, as Collateral Agent  
1230 Avenue of the Americas  
New York, New York 10020  
Tax ID/Social Security No.**

For Filing Officer (Date, File Number, and Filing Office)

# 1994-08003

11/1994-08003  
AM CERTIFIED  
10:31 AM  
SHELBY COUNTY JUDGE OF PROBATE  
37.00  
020 MCD

4. This financing statement covers the following types (or items) of property:

See Exhibit A attached hereto.

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

Filed with:

**Shelby County, Alabama**

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Check ☒ if covered: ☒ Proceeds of Collateral are also covered. ☒ Products of Collateral are also covered. No. of additional Sheets presented:

**AXIA INCORPORATED D/B/A AMES TAPING  
TOOL SYSTEMS COMPANY**

**BANQUE INDOSUEZ, NEW YORK BRANCH  
AS COLLATERAL AGENT**

By:

Signature(s) of Debtor(s)

By:

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

**STANDARD FORM - FORM UCC-1.**

[Borrower Collateral]

Exhibit A to UCC-1 Financing Statement made by  
Axia Incorporated, as Debtor, in favor of Banque  
Indosuez, New York Branch, as Collateral Agent,  
as Secured Party

Description of Collateral

1. Collateral. The items or types of collateral covered by this financing statement are the following, whether now existing or hereafter arising or acquired from time to time (the "Collateral"):

under: All right, title and interest of Debtor in, to and

- A. Each and every Receivable (as hereinafter defined);
- B. All Inventory (as hereinafter defined);
- C. All books, records, ledgers, printouts, file materials and other papers containing information relating to Receivables and any account debtors in respect thereof, together with all Contracts (as hereinafter defined);
- D. All Equipment (as hereinafter defined);
- E. All Intangibles (as hereinafter defined);
- F. All Insurance Policies (as hereinafter defined);
- G. All Pension Plan Reversions (as hereinafter defined);
- H. Any and all property of every name and nature (other than real property or fixtures thereto or improvements thereon) which from time to time after the date hereof, by delivery or by writing of any kind for the purposes hereof, shall have been conveyed, mortgaged, pledged, assigned or transferred by Debtor or by anyone on Debtor's behalf or with its consent to Secured Party for the benefit of the Secured Parties (as hereinafter defined), which is hereby authorized to receive at any and

all times any such property, as and for additional security for the payment of the Secured Obligations (as hereinafter defined) and to hold and apply such property subject to and in accordance with the General Security Agreement (as hereinafter defined), including, without limitation, all monies due and to become due to Debtor in connection with any of the foregoing described in paragraphs (A) through (G) and all rights, remedies, powers, privileges and claims of Debtor under or in connection therewith;

I. All Documents (as hereinafter defined);

J. All Patents (as hereinafter defined);

K. All Trademarks (as hereinafter defined);

L. All Copyrights (as hereinafter defined);

M. All Licenses (as hereinafter defined);

N. The Goodwill;

O. The Pledged Shares (as hereinafter defined), including the certificates representing the Pledged Shares and any interest of Debtor in the entries on the books of any financial intermediary pertaining to the Pledged Shares;

P. All Additional Shares (as hereinafter defined);

Q. All Intercompany Notes (as hereinafter defined) and all certificates or instruments evidencing such Intercompany Notes and all proceeds thereof, all accretions thereto and substitutions therefor;

R. All Dividends (as hereinafter defined); and

S. All Proceeds (as hereinafter defined) of any and all of the foregoing.

Notwithstanding anything herein to the contrary, the Collateral shall not be deemed to include Mortgaged Real Property (as hereinafter defined).

2. Operative Documents. This financing statement relates to (i) that certain Borrower General Security Agreement

(as it may be amended, amended and restated, supplemented or modified from time to time, the "General Security Agreement") made by Debtor in favor of Secured Party, (ii) that certain Borrower Intellectual Property Security Agreement (as it may be amended, amended and restated, supplemented or modified from time to time, the "IP Security Agreement") made by Debtor in favor of Secured Party, and (iii) that certain Borrower Securities Pledge Agreement (as it may be amended, amended and restated, supplemented or modified from time to time, the "Securities Pledge Agreement") made by Debtor in favor of Secured Party.

3. Definitions. As used herein, the following terms have the following meanings. Such definitions shall be equally applicable to the singular and plural forms of the terms defined.

"Additional Shares" means all additional shares of capital stock of any issuer of the Pledged Shares from time to time acquired by Debtor in any manner (which shares shall be deemed to be part of the Pledged Shares) and the certificates representing such additional shares and any interest of Debtor in the entries on the books of any financial intermediary pertaining to such additional shares.

"Contracts" means all right, title and interest of Debtor in, to and under, or derived from, any and all sale, service, performance and equipment lease contracts, agreements and grants (whether written or oral), and any other contract (whether written or oral) between Debtor and third parties.

"Copyrights" means all copyrights owned by or assigned to Debtor, including, without limitation, the registrations and applications listed on Schedule C hereto, along with any and all (i) renewals and extensions thereof, (ii) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, and (iii) rights to sue for past, present and future infringements thereof.

"Credit Agreement" means that certain credit agreement by and among Debtor, Banque Indosuez, New York Branch, as Agent, and the banks listed therein, as the same may be amended, amended and restated, supplemented or otherwise modified from time to time.

"Dividends" means all dividends, cash, options, warrants, rights, instruments, distributions, returns of capital, income, profits and other property, interests or proceeds from time to time received, receivable or otherwise distributed to Debtor in respect of or in exchange for any or all of the Pledged Shares or Intercompany Notes.

"Documents" has the meaning assigned to that term under the UCC.

"Equipment" means "equipment", as such term is defined in the UCC, and, in any event shall include, without limitation, all machinery, equipment, office machinery, furniture, conveyors, tools, materials, storage and handling equipment, automotive equipment, and all other equipment of every kind and nature, wherever situated, and owned by Debtor or in which Debtor may have any interest (to the extent of such interest), all modifications, alterations, repairs, substitutions, additions and accessions thereto, all replacements and all parts therefor, and together with all substitutes for any of the foregoing.

"Goodwill" means the entire goodwill of Debtor's business and other general intangibles, including, without limitation, know-how, trade secrets, customer lists, proprietary information, inventions, methods, procedures and formulae connected with the use of and symbolized by the Trademarks of Debtor.

"Governmental Authority" means any federal, state, local, foreign or other governmental or administrative (including self-regulatory) body, instrumentality, department or agency or any court, tribunal, administrative hearing body, arbitration panel, commission, or other similar dispute-resolving panel or body, including, without limitation, those governing the regulation and protection of the environment, whether now or hereafter in existence, or any officer or official thereof.

"Instrument" has the meaning assigned that term under the UCC.

"Insurance Policies" means all insurance policies held by Debtor or naming Debtor as insured, additional insured or loss payee (including, without limitation, casualty insurance, liability insurance, property insurance and business interruption insurance) and all such insurance policies entered

into after the date hereof other than insurance policies (or certificates of insurance evidencing such insurance policies) relating to health and welfare insurance and life insurance policies in which Debtor is not named as beneficiary (i.e., insurance policies that are not "Key Man" insurance policies).

"Intangibles" means "general intangibles", as such term is defined in the UCC, and, in any event, shall include, without limitation, all manuals, blueprints, know-how, warranties and records in connection with the Equipment; all documents of title or documents representing the Inventory and all records, files and writings with respect thereto; any and all other rights, claims and causes of action of Debtor against any other Person and the benefits of any and all collateral or other security given by any other Person in connection therewith, including, without limitation, all rights under any Contracts; all information, customer lists, identification of suppliers, data, plans, blueprints, specification designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials, standards, processing standards, performance standards, catalogs, research data, computer and automatic machinery software and programs, and the like pertaining to operations by Debtor; all information relating to sales of products now or hereafter manufactured, distributed or franchised by Debtor; all accounting information pertaining to Debtor's operations or any of the Equipment, Inventory, Receivables or Intangibles and all media in which or on which any of the information or knowledge or data or records relating to such operations or any of the Equipment, Inventory, Receivables, Contracts or Intangibles may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data; all rights and goodwill of Debtor; all licenses, consents, permits, variances, certifications and approvals of governmental agencies now or hereafter held by Debtor pertaining to operations now or hereafter conducted by Debtor or assets now or hereafter held by Debtor; all causes of action, claims and warranties now or hereafter owned or acquired by Debtor; and any other property consisting of a general intangible under the UCC or the Uniform Commercial Code applicable in such other location where Debtor maintains its records relating to such property, other than property pledged pursuant to the IP Security Agreement.

"Intercompany Notes" means all intercompany notes described on Schedule F hereto now owned or held by Debtor and from time to time acquired by Debtor in any way.

"Inventory" means all "inventory", as such term is defined in the UCC, and, in any event, shall include, without limitation, wherever located, and whether now existing or hereafter acquired, all raw materials, work in process, returned goods, finished goods, samples and consigned goods to the extent of the consignee's interest therein, materials and supplies of any kind or nature which are or might be used in connection with the manufacture, printing, publication, packing, shipping, advertising, selling or finishing of any such goods, and all other products, goods, materials and supplies.

"Licenses" means all license agreements and covenants not to sue with any other party with respect to any Patent, Trademark, or Copyright listed on Schedule D hereto, along with any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, royalties, damages, claims and payments now and hereafter due and/or payable to Debtor with respect thereto, including, without limitation, damages and payments for past, present or future breaches thereof, (iii) rights to sue for past, present and future breaches thereof and (iv) any other rights to use, exploit or practice any or all of the Patents, Trademarks or Copyrights.

"Mortgaged Real Property" has the meaning assigned to such term in the Credit Agreement.

"Patents" means all patents issued or assigned to and all patent applications made by Debtor, including, without limitation, the patents and patent applications listed on Schedule A hereto, along with any and all (i) inventions and improvements described and claimed therein, (ii) reissues, divisions, continuations, extensions and continuations-in-part thereof, (iii) income, royalties, damages, claims and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (iv) rights to sue for past, present and future infringements thereof.

"Pension Plan Reversions" means Debtor's rights to receive the surplus funds, if any, which are payable to Debtor following the termination of any employee pension plan and the satisfaction of all liabilities of participants and beneficiaries under such plan in accordance with applicable law.

"Person" means any individual, partnership, joint venture, firm, corporation, association, trust or other

enterprise or any government or political subdivision or any agency, department or instrumentality thereof.

"Pledged Shares" means the issued and outstanding shares of capital stock of each Person described on Schedule E hereto.

"Proceeds" means all "proceeds", as such term is defined in the UCC, and, in any event, shall include, without limitation, any and all (i) proceeds of any insurance (except payments made to a Person which is not a party to the General Security Agreement, the IP Security Agreement or the Securities Pledge Agreement), indemnity, warranty or guaranty payable to Secured Party or to Debtor from time to time with respect to any of the Collateral, (ii) payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any Governmental Authority (or any person acting on behalf of a Governmental Authority), (iii) instruments representing obligations to pay amounts in respect of Equipment, Intangibles, Inventory or Receivables, instruments representing amounts receivable in respect of any Patents, Trademarks or Copyrights and instruments representing obligations to pay amounts in respect of Pledged Shares or Intercompany Notes, (iv) products of the Collateral and (v) other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Receivables" means all of Debtor's rights to payment for goods sold or leased or services performed by Debtor or any other party, whether now in existence or arising from time to time hereafter, including any "account", as such term is defined in the UCC, and all rights evidenced by an account, contract, security agreement, chattel paper, or other evidence of indebtedness or security together with (i) all security pledged, assigned, hypothecated or granted to or held by Debtor to secure the foregoing, (ii) general intangibles arising out of Debtor's rights in any goods, the sale of which gave rise thereto, (iii) all guarantees, endorsements and indemnifications on, or of, any of the foregoing, (iv) all powers of attorney for the execution of any evidence of indebtedness or security or other writing in connection therewith, and (v) all evidences of the filing of financing statements and other statements and the registration of other instruments in connection therewith and amendments thereto, notices to other creditors or secured parties, and certificates from filing or other registration officers.

"Secured Obligations" has the meaning assigned to such term in the Credit Agreement.

"Secured Parties" means Banque Indosuez, New York Branch, as Collateral Agent and as Agent under the Credit Agreement, and the banks party to the Credit Agreement.

"Trademarks" means all trademarks (including service marks), federal and state trademark registrations and applications made by Debtor, common law trademarks and trade names owned by or assigned to Debtor and all registrations and applications for the foregoing, including, without limitation, the registrations and applications listed on Schedule B hereto, along with any and all (i) renewals thereof, (ii) income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past or future infringements thereof, and (iii) rights to sue for past, present and future infringements thereof.

"UCC" means the Uniform Commercial Code as in effect in any relevant jurisdiction.

Schedule A

1. U.S. Patent Registrations:

<u>Title</u>	<u>Patent No.</u>	<u>Date Issued</u>
CORNER FINISHING TOOL	3932101	1-13-76
EXTERIOR CORNER TOOL	4032283	6-28-77
CORNER FINISHING TOOL	4116604	9-26-78
CORNER FINISHING TOOL	4451223	5-29-84
CORNER FINISHING TOOL	4767297	8-30-88
WALLBOARD SPOTTER TOOL	5137386	8-11-92
SELF-OILING PORTABLE BAG	4348970	9-14-82
LOOPER ASSEMBLY FOR A TWO	4708070	11-24-87
SELF-OILING BAG-CLOSING SEWING	4487143	12-11-84
HOUSING FOR A PORTABLE BAG	D268679	4-19-83
HANDLE FOR A PORTABLE BAG	D268113	3-1-83
PULLEY AND BELT GUARD FOR A	D268266	3-15-83
BAG FEEDING APPARATUS FOR BAG	3882657	5-13-75

PUMP AND OIL RESERVOIR HOUSING	0278538	4-23-85
BAG CLOSING AND SEALING	4578924	4-1-86
BAG CLOSING AND SEALING MACHINE	4606175	8-19-86
APPARATUS FOR HANDLING STACKS	4148473	4-10-79
KNOCK-DOWN PALLET STACKER	3998169	12-21-76
COUPLING HINGE FOR TWO	4266650	5-12-81
TIERABLE AND NESTABLE CONTAINER	4361234	11-30-92
STORAGE BASKET FOR FOOD PRODUCTS	D270963	10-11-83
CONTAINMENT DEVICE FOR ITEMS	4934636	6-19-90
CONVEYOR TRANSFERRING DEVICE	5050718	9-24-91
END NESTING STACKABLE CONTAINER	5154310	10-13-92
METHOD FOR REDUCTION OF OXIDES	4493746	
OXYGEN SENSOR	4526672	
AUTOMATIC RANGING GUN SIGHT	4695161	
KNOCK-DOWN STACKABLE CONTAINER	4924783	

2. Pending Applications for U.S. Patents:

<u>Serial No.</u>	<u>Filing Date</u>	<u>Title</u>
8/014124	2/5/93	POWERED FLEXIBLE CONVEYOR USIN

3. Pending Applications for U.S. Patents in which Debtor has  
a partial legal interest:

NONE.

Schedule B

1. U.S. Trademark Registrations:

<u>Trademark</u>	<u>Registration No.</u>	<u>Date</u>
ATTS AMES TAPING TOOLS SYSTEM	766179	3-10-64
AMES	793165	7-27-65
AMES	804603	3-11-66
AMES	804868	3-1-66
AMES TAPER	1168095	9-8-81
EASY CLEAN	1667976	12-10-91
EASYCLEAN	1709731	8-25-92
EASYCLEAN	1775732	6-8-93
POWERSTROKE	74/354251 (Application Number)	2-1-93
FISCHBEIN LOGO	1093091	6-13-78
FISCHBEIN	551539	12-4-51
FISCHBEIN	1019669	9-2-75
NESTAWAY FINISHING SYSTEM 07	TX 473122	1-16-91

NESTAWAY FINISHING SYSTEM 07	TX473122	1-1691
NESTAWAY	662940	6-17-58
NESTAWAY AND DESIGN	930389	3-7-72
NESTAINER AND DESIGN	951616	1-30-93
NESTAINER AND DESIGN	1166087	8-25-81
NESTAFLEX AND DESIGN	1034239	2-24-76
SYSTMFLEX AND DESIGN	1347231	7-9-85
ECONOFLEX	1558797	10-3-89
PORTOFLEX	1517034	12-20-88
PORTAFLEX AND DESIGN	1517033	6-20-88
ECONOFLEX AND DESIGN	1548894	7-25-89
NESTAWAY AND DESIGN	1677358	3-3-92

#### Additional Federal Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Owner/Assignee</u>
AXIA	1,373,789	Axia Incorporated
BL	1,020,344	Axia Incorporated

BUTTERFLY

1,069,313

Axia Incorporated

BUTTERFLY  
(Design)

1,069,314

Axia Incorporated

TEKFORM

1,034,691

Axia Incorporated

TF

1,027,263

Axia Incorporated

UNIWALL

1,054,691

Axia Incorporated

Schedule C

U.S. Copyright Registrations:

NONE.

Schedule D

Proprietary Rights for which Debtor has a license from a third party:

NONE.

SCHEDULE E

<u>Issuer</u>	<u>Class of Stock</u>	<u>Par Value</u>	<u>Certificate No(s).</u>	<u>Number of Shares</u>	<u>Percentage of All Capital or Other Equity Interests of Issuer</u>
Ames Taping Tool Systems Inc.	Common	\$100	1	50	12.5%
Ames Taping Tool Systems Inc.	Common	\$100	2	350	87.5%
TapeTech Co. Inc.	Common	\$100	1	600	100%
Mid America Machine Corp.	Common	\$100	26	11,000	100%

SCHEDULE F

<u>Issuer</u>	<u>Principal Amount</u>	<u>Date of Issuance</u>	<u>Interest Rate</u>	<u>Maturity Date</u>
Ames Taping Tool Systems Inc.	\$5,000,000	12/22/89	Prime Rate	Demand

Inst # 1994-08009

Inst # 1994-08009

03/11/1994-08009  
10:51 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
020 MCD 37.00