

**STANDARD FORM  
UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1**

JULIUS BLUMBERG, INC. NYC, 10013

**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.

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)  
**Ames Taping Tool Systems, Inc.**  
6691 Owens Drive  
P.O. Box 9103  
Pleasanton, California 94588

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

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

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

**See Exhibit A attached hereto.**

5. Assignee(s) of Secured Party Address:

01080  
 1994-08010  
 03/11/1994  
 10:51 AM  
 CERTIFIED  
 SHELBY COUNTY JUDGE OF PROBATE

Inst. # 1994-08010

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

Filed with:

**Shelby County, Alabama**

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

**AMES TAPING TOOL SYSTEMS, INC.**

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

By:   
Signature(s) of Debtor(s)

Title

By:   
Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy-Alphabetical

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

(For Use In Most States)



[Ames Collateral]

Exhibit A to UCC-1 Financing Statement made by  
Ames Taping Tool Systems, Inc., as Debtor, in favor  
of Banque Indosuez, New York Branch, as Collateral  
Agent, as Secured Party

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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"):

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

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 accessions 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 Subsidiary 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 and certain other parties in favor of Secured Party, (ii) that certain Subsidiary 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 and certain other parties in favor of Secured Party, and (iii) that certain Subsidiary 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 and certain other parties 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:

NONE

2. Pending Applications for U.S. Patents:

NONE

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

NONE



Schedule B

1. U.S. Trademark Registrations:

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
WORKSMART	PA290535	4-28-86
TAPE TECHNIQUES	PA290537	4-28-86
FEATHER-LITE	1117131	5-11-79
FEATHER-LITE	1821019	5-17-93
BAZOOKA	1176920	11-10-81
BAZOOKA	1768378	5-4-93
TAPETECH	1744292	1-5-93
TAPETECH TOOL CO., INC.	9-500713-4	12-31-92
AMES DESIGN	1641042	4-16-91
MINIZOOKA	1702880	7-28-92
MAXIZOOKA	74/402787	6-18-93
AMES DESIGN	1782930	7-20-93
EASYROLL	1,770,736	
EASYROLL	1,709,730	

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>
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NONE



SCHEDULE F

<u>Issuer</u>	<u>Principal Amount</u>	<u>Date of Issuance</u>	<u>Interest Rate</u>	<u>Maturity Date</u>
Axia Incorporated	\$10,000,000	12/22/89	Prime Rate	Demand

Inst # 1994-08010

03/11/1994-08010  
10:51 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
015 MCB 31.00

Inst # 1994-08010  
103811AM98080810D  
SHELBY COUNTY JUDGE OF PROBATE

015 MCB 31.00