

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Robert M. Mulé, Esq. (860) 240-1010

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

RETURN TO: M. LARKIN
CT Corporation System
101 Federal Street, Suite 300
Boston, MA 02110

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

| | | | | |
|---|--|---|---|---|
| OR | 1a. ORGANIZATION'S NAME REVENUE TECHNOLOGY INC. | | | |
| | 1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
| 1c. MAILING ADDRESS 143 West 72nd Street | | CITY New York | STATE NY | POSTAL CODE 10023 |
| 1d. TAX ID#: SSN OR EIN | | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION Corporation | 1f. JURISDICTION OF ORGANIZATION Alabama |
| | | 1g. ORGANIZATIONAL ID#, if any X NC | | |

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

| | | | | |
|-------------------------|----------------------------|---|--------------------------|----------------------------------|
| OR | 2a. ORGANIZATION'S NAME | | | |
| | 2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
| 2c. MAILING ADDRESS | | CITY | STATE | POSTAL CODE |
| 2d. TAX ID#: SSN OR EIN | | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION | 1f. JURISDICTION OF ORGANIZATION |
| | | 1g. ORGANIZATIONAL ID#, if any NC | | |

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

| | | | | |
|--|--|------------------|-------------|---------------------------|
| OR | 3a. ORGANIZATION'S NAME PEOPLE'S BANK | | | |
| | 3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
| 3c. MAILING ADDRESS One Financial Plaza | | CITY Hartford | STATE CT | POSTAL CODE 06103-2613 |
| | | COUNTRY USA | | |

4. This FINANCING STATEMENT covers the following collateral:

This Financing Statement covers all of the "Collateral" described in Schedule A attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. X This FINANCING STATEMENT is to be filed [for record] (or recorded) in the Shelby County AL. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor

8. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)
CT System Online

UCC-1 6/15/01 CT System Online

SCHEDULE A – Description of Collateral

NAME OF FIRST DEBTOR (1a OR 1b) ON RELATED FINANCING STATEMENT

| | | |
|-------------------------|------------|---------------------|
| ORGANIZATION'S NAME | | |
| REVENUE TECHNOLOGY INC. | | |
| INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME, SUFFIX |
| | | |

"Collateral" means all assets, personal property and fixture property of every kind and nature whether now existing or hereinafter acquired or arising, and wherever located, including without limitation, Receivables, Inventory, Equipment, Patents, Trademarks, Fixture Filing Collateral, and Additional Collateral, and renewals, substitutions, replacements, additions, accessions, proceeds, and products of any and all of the foregoing.

When used herein the following definitions shall apply:

"Additional Collateral" means (i) all general intangibles of every kind and description of the Debtor, including without limitation Federal, State and local tax refund claims of all kinds, whether now existing or hereafter arising, license fees, payment intangibles, Patents, Patent Licenses, Patent applications, Trademarks, Trademark Licenses, Trademark applications, trade names, other Intellectual Property, rights to sue and recover for past infringement of Patents, Trademarks, and other Intellectual Property, computer programs, computer software, engineering drawings, service marks, customer lists, goodwill, and all licenses, permits, agreements of any kind or nature pursuant to which the Debtor possesses, uses or has authority to possess or use property (whether tangible or intangible) of others or others possess, use or have authority to possess or use property (whether tangible or intangible) of the Debtor, and all recorded data of any kind or nature, regardless of the medium of recording including, without limitation, all books and records, software, writings, plans, specifications and schematics; (ii) all of Debtor's deposit accounts, whether now owned or hereafter created, wherever located; (iii) all monies, securities, instruments, cash and other property of Debtor and the proceeds thereof, now or hereafter held or received by, or in transit to, Bank from or for Debtor, whether for safekeeping, pledge, custody, transmission, collection or otherwise, and all of Debtor's deposits (general or special, balances, sums, proceeds and credits of Debtor with Bank at any time existing); (iv) all interests in real property held or owned by Debtor, including all leasehold interests; (v) all commercial tort claims; (vi) insurance receivables, rights to the payment of money, insurance refund claims and all other insurance claims and proceeds; (vii) rights to proceeds of letters of credit, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing); (viii) supporting obligations; and (ix) all books, records, customer lists, ledger cards, computer programs, computer tapes, disks, printouts and records, including but not limited to, embedded software, and other property and general intangibles at any time evidencing or relating to any of the foregoing, whether now in existence or hereafter created; and all proceeds of the foregoing and all proceeds of any insurance on the foregoing.

"Equipment" means all machinery, equipment, furniture, fixtures, tools, parts, supplies and motor vehicles, now owned and hereafter acquired, by Debtor of whatsoever name, nature, kind or description, wherever located, and all additions and accessions thereto and replacements or substitutions therefor, and all proceeds thereof and all proceeds of any insurance thereon.

"Fixture Filing Collateral" means: (a) all machinery, apparatus, equipment, fittings, fixtures, and articles of personal property owned by the Debtor of every kind and nature whatsoever, now or hereafter located in, on or upon the Premises, or any part thereof and the buildings and improvements now or hereafter situated thereon, and used or useable in connection with any present or future occupancy of such buildings and now owned or hereafter acquired by the Debtor (hereinafter referred to as **"Service Equipment"**) including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, telephone and communication equipment, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, air cooling and air conditioning apparatus, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, beds, refrigerators, attached cabinets, partitions, ducts and compressors and all such Service Equipment is and shall continue to be deemed part and parcel of the Premises and appropriated to the use thereof, and whether affixed or annexed to the Premises or not, shall be deemed conclusively to be real estate and mortgaged hereby; (b) Any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Premises as a result of (i) the exercise of the right of eminent domain, (ii) the alteration of the grade of any street, (iii) any other injury to or decrease in value of the Premises, or (iv) any acquisition by any redevelopment or other municipal agency of any portion of the Premises pursuant to any right of acquisition reserved by such agency in or as a result of any redevelopment plan or agreement, and of the reasonable attorneys' fees, costs and disbursements, incurred by the Secured Party in connection with the collection of such award or payment; (c) Recoveries of judgements with respect to damage or losses to the Premises or fixtures and equipment and insurance proceeds; (d) all awards or payments, including interest thereon, which may be made with respect to the Premises (hereinafter defined) as a result of (i) any casualty or other event covered by insurance and (ii) the exercise of the right of eminent domain; (e) all right, title and interest of the Debtor in and to any and all leases, tenancies or rights of use and occupancy, with amendments, if any, and any extensions, renewals or guarantees of the tenants' obligations thereunder, now or hereafter on or affecting the Premises, whether or not recorded, with all security therefor and all monies payable thereunder, and all books and records which reflect payments made under the leases; and (f) all rents, income, profits, security deposits

and other benefits to which the Debtor may now or hereafter be entitled from the Premises and/or the business operations conducted at or from the Premises.

"Intellectual Property" means all intellectual and similar property of Debtor of every kind and nature now owned or hereafter acquired by Debtor, including inventions, designs, patents, copyrights, licenses, trademarks, trade secrets, confidential or proprietary, technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accession to, and books and records describing or used in connection with, any of the foregoing.

"Inventory" means all inventory of whatsoever name, nature, kind or description now owned and hereafter acquired, by Debtor, wherever located, including without limitation all contract rights with respect thereto and documents representing the same, all goods, including goods held for sale or lease or to be furnished under contracts of service, finished goods, raw materials, materials used or consumed by Debtor, parts, supplies, and all wrapping, packaging, advertising and shipping materials and any documents relating thereto, and all labels and other devices, names and marks affixed or to be affixed thereto for purposes of selling or of identifying the same or the seller or manufacturer thereof, and all right, title and interest of Debtor therein and thereto, and all proceeds of the foregoing and all proceeds of any insurance on the foregoing.

"Patents" means all of Debtor's right, title and interest, present and future, in and to (a) all letters patent of the United States or any other country, all right, title and interest therein and thereto, and all registrations and recordings thereof, including without limitation applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States or any state thereof or any other country or any political subdivision thereof, all whether now owned or hereafter acquired by Debtor; and (b) all reissues, continuations, continuations-in-part or extensions thereof and all licenses thereof; and all proceeds of the foregoing and all proceeds of any insurance on the foregoing.

"Patent License" means any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by Debtor or which Debtor otherwise has the right to license, is in existence, or granting to Debtor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of Debtor under any such agreement.

"Premises" means the real property with buildings and improvements thereon located 1100 Corporate Drive, Suite 220, Birmingham, AL 35242, as more fully described in Schedule B attached hereto.

"Receivables" means (a) all of Debtor's now owned and hereafter acquired, present and future, accounts, contract rights, chattel paper, documents, and instruments, including without limitation all obligations to Debtor for the payment of money, whether arising out of Debtor's sale of goods or rendition of services or otherwise (all hereinafter called **"Accounts"**) and all proceeds of the foregoing and all proceeds of any insurance on the foregoing; (b) all of Debtor's rights, remedies, security and liens, in, to and in respect of the Accounts, present and future, including without limitation, rights of stoppage in transit, replevin, repossession and reclamation and other rights and remedies of an unpaid vendor, lienor or secured party, guaranties or other contracts of suretyship with respect to the Accounts, deposits or other security for the obligation of any debtor or obligor in any way obligated on or in connection with any Accounts, and credit and other insurance, and all proceeds of the foregoing and all proceeds of any insurance on the foregoing; and (c) all of Debtor's right, title and interest, present and future, in, to and in respect of all goods relating to, or which by sale have resulted in, Accounts, including without limitation all goods described in invoices or other documents or instruments with respect to, or otherwise representing or evidencing any Accounts, and all returned, reclaimed or repossessed goods, and all proceeds of the foregoing and all proceeds of any insurance on the foregoing

"Trademarks" means all of Debtor's right, title and interest, present and future, in and to (a) all trademarks, trade names, trade styles, service marks, prints and labels on which said trademarks, trade names, trade styles and service marks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right, title and interest therein and thereto, and all registrations and recordings thereof, including without limitation applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, all whether now owned or hereafter acquired by Debtor; (b) all reissues, extensions or renewals thereof and all licenses thereof; and (c) the goodwill of the business symbolized by each of the Trademarks, and all customer lists and other records of Debtor relating to the distribution of products bearing the Trademarks; and all proceeds of the foregoing and all proceeds of any insurance on the foregoing.

"Trademark License" means any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by Debtor or which Debtor otherwise has the right to license, or granting to Debtor any right to use any Trademark now or hereafter owned by any third party, and all rights of Debtor under any such agreement.

SCHEDULE B – Legal Description of Premises

NAME OF FIRST DEBTOR (1a OR 1b) ON RELATED FINANCING STATEMENT

| | | |
|---|------------|---------------------|
| ORGANIZATION'S NAME | | |
| REVENUE TECHNOLOGY INC. | | |
| INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME, SUFFIX |
| RECORD OWNER OF REAL ESTATE: MW PROPERTIES, L.L.C. | | |

Lot 9-E, according to a Resurvey of Lot 9-B-2B-2, Meadow Brook Corporate Park South, Phase II, Resurvey No. 2, as recorded in Map Book 23, Page 53, in the Office of the Judge of Probate of Shelby County, Alabama.

20040302000107130 Pg 4/4 32.00
Shelby Cnty Judge of Probate, AL
03/02/2004 12:07:00 FILED/CERTIFIED