

114337

2012 SEP 20 AM 9:00

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Friedman Harfenist Kraut & Perlstein
2975 Westchester Avenue
Suite 415
Purchase, New York 10577

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

1a. ORGANIZATION'S NAME

OR

1b. INDIVIDUAL'S LAST NAME: **Judelson** FIRST NAME: **Ira** MIDDLE NAME: SUFFIX:

1c. MAILING ADDRESS: **97 Stonewall Circle** CITY: **Harrison** STATE: **NY** POSTAL CODE: **10604** COUNTRY: **USA**

ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION | 1f. JURISDICTION OF ORGANIZATION

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

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME: **Judelson** FIRST NAME: **Blake** MIDDLE NAME: SUFFIX:

2c. MAILING ADDRESS: **97 Stonewall Circle** CITY: **Harrison** STATE: **NY** POSTAL CODE: **10604** COUNTRY: **USA**

ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION

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

3a. ORGANIZATION'S NAME

OR

3b. INDIVIDUAL'S LAST NAME: **Weil** FIRST NAME: **James** MIDDLE NAME: **A** SUFFIX:

3c. MAILING ADDRESS: **4 Dolma Road** CITY: **Scarsdale** STATE: **NY** POSTAL CODE: **10583** COUNTRY: **USA**

4. This FINANCING STATEMENT covers the following collateral:

See schedule attached.

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

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

SCHEDULE TO SECURITY AGREEMENT

1(a) All inventory, equipment, furniture, fixtures, leasehold improvements, buildings and other tangible personal property now owned or hereafter acquired by Debtor wherever located or any other location owned, leased, licensed or occupied by Debtor including, but not limited to 97 Stonewall Circle, West Harrison, New York, 302 Atlantic Avenue, Brooklyn, New York, 124-26 Queens Boulevard, Kew Gardens, New York and 299 Broadway, New York, New York (collectively, the "Premises") said chattels and goods which are intended to be covered by this financing statement include, but are not limited to: all inventory, refrigerators, dishwashers, disposals, washers, dryers, ranges, carpeting, furniture, furnishings, floor coverings, office equipment, show cases, storage bins and articles of interior decoration; all partitions, screens, awnings, all cabinets and mirrors' all office fixtures, appliances, and equipment; all cleaning, ventilation, refrigerating, vending, incinerating, waste disposal, communications, alarms, fire prevention and fire extinguishing systems (including sprinkler systems) apparatus and equipment; all television, radio and other musical equipment; all passenger and freight elevators, and escalators and machinery and equipment pertaining thereto; all building materials, equipment and machinery, and all equipment, parts, accessories, attachments, additions and other goods and replacements thereof, of every kind and description, and such other chattels and personal property as are ever furnished in a marina specifically covering all equipment, furniture, fixtures, leasehold improvements, buildings and other tangible personally (excluding inventory, trade fixtures, removable personal property owned by tenants) which Debtor may in the future acquire, whether as replacements for existing collateral or otherwise, and further specifically covering the proceeds of all property now or in the future subject to this Statement and further specifically covering a first security interest in all personal property (excluding inventory, trade fixtures, removable personal property owned by tenants) used in the operation of the Debtor's business (it being understood that the enumeration of any specific items of property shall in no way be held to exclude any items of property not specifically enumerated). All rents, income, contract rights, leases and profits now due or which may hereafter become due under of by virtue of any lease, or agreement, whether written or verbal, for the use of occupancy of the Premises or any part thereof, together with all tenant security deposits.

- (b) All awards, compensation and settlements in lieu thereof made as a result of the taking by power of eminent domain of the whole or any part of the Premises, including any awards for damages sustained to the Premises, for a temporary taking, change of grade of streets or taking of access and any payment of insurance proceeds;
- (c) (i) All of Debtor's present and future accounts, contract rights, general intangibles, chattel paper, document and instruments, as such terms are defined in the Uniform Commercial Code ("UCC"), including (without limitation) all present and future chooses in action and reversionary interests in property rights of Debtor, and all obligations for the payment of money arising out of Debtor's sale of goods or rendition of

services (all of the foregoing, collectively, "Accounts"); (ii) all of Debtor's rights, remedies, security and liens in, to and in respect of the Accounts, 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 Account, and credit and other insurance; (iii) all of Debtor's right, title, and interest in, to and respect of all goods relating to, or which by sale have resulted in, Accounts, including, without limitation, all goods described in invoices of other documents or instruments with respect to, or otherwise representing or evidencing, any Account, and all returned, reclaimed or repossessed goods; (iv) all of Debtor's deposit accounts, as such term is defined in the UCC; (v) all books, records, ledger cards, computer programs and other property and general intangibles at any time evidencing or relating to the Accounts' and (vi) all of Debtor's other general intangibles at any time evidencing or relating to the programs and other property and general intangibles at any time evidencing or relating to the Accounts' and (vi) all of Debtor's other general intangibles of every kind and description, whether now existing or hereafter arising, including (without limitation) trademarks, tradenames, tradestyles, service marks, patents, copyrights and Federal, State and local tax refund claims of all kinds;

- (d) Any and all deposit accounts, moneys, securities, drafts, noted items and other property of Debtor and the proceeds thereof, now or hereafter held or received by, or in transit to, Secured Party from or for Debtor, whether for safekeeping, custody, pledge, transmission or otherwise, and any and all balances, sums, proceeds and credits of Debtor with, and any and all claims of Debtor against Secured Party, at any time existing; and
- (e) Any and all products and proceeds of any of the foregoing, in any form (including, without limitation, any insurance proceeds or claims by Debtor against third parties for loss or damage to or destruction of any of all of the foregoing property, and any claims by Debtor against third parties for infringement of trademarks, patents or copyrights).