

EXHIBIT C

All the personal property, tangible or intangible, now or hereafter owned or acquired by Debtor or in which Debtor has any interest, wherever located, and including without limitation:

(a) all of the estate, right, title and interest of the Debtor as tenant or landlord under all leases of commercial, warehouse or other space, now existing or hereafter entered into;

(b) all machinery, apparatus, equipment, fittings, and fixtures of debtor, in all its forms, now owned or hereafter acquired, including, by way of partial description and not limitation, all equipment related to heating, ventilation and air conditioning, machinery, security, communications, transportation, electrical systems, lighting, offices and office furniture;

(c) all supplies, inventory and tangible personal property of every other nature of Debtor, in all its forms, now owned or hereafter acquired;

(d) all present and future accounts, notes, receivables, contract rights, general intangibles (including, without limitation, all franchise agreements, tradenames and rights to performance, capital stock or other documents representing an equity or debt interest in any corporation, partnership, governmental entity or other entity and rights of Debtor to the payment of money no matter how evidenced, all chattel paper, documents and instruments evidencing any of the foregoing, and all goods returned or repossessed in connection therewith; and

(e) all trucks, automobiles and other motor vehicles and equipment related thereto, now owned or hereafter acquired; and

(f) all proceeds of the foregoing Collateral.

For purposes of this Security Agreement, the term "proceeds" includes whatever is receivable or received when Collateral or proceeds is sold, collected, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary, and includes, without limitation, all rights to payment, including return premiums, with respect to any insurance relating thereto.

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