

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

JULIUS BLUMBERG, INC. N.Y.C. 10013

- INSTRUCTIONS:**
- PLEASE TYPE the form. Fold only along perforation for mailing.
 - Secure Debit of Party and Debtor copies and send other 3 copies with unstamped carbon paper to the filing office. Enclose filing fee.
 - If this form is presented to the filing office with a set of three copies of the financing statement, Long schedule of collateral, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
 - If collateral is to be in goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
 - 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.
 - At the time of original filing, filing officer should require three copies as per regulations. At a later time, secured party may date and sign Transmittal Legend and use third copy as a Transmittal Statement.

The FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Debtor(s) (Last Name First) and address(es) Browning 6175 North Cottonwood Mountain Green, Utah 84050	Secured Party(ies) and address(es) Generale Bank, New York Branch, as Agent for banks listed on Schedule A 12 East 49th Street New York, NY 10017	3. Maturity date (if any): For Filing Office (Date, Time, Number, and Filing Office) Entry # 84137 Book M59 pg 282 Time: 9:16 AM Date: 5-4-87 Margaret Reardon, Deputy Fee \$10.00
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The financing statement covers the following types (or items) of property:

All of the Assets of the Debtor Listed on Schedule B hereto.

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

The statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so) Filed with: Morgan County

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:

D.W. Gobel - Browning
D. Gobel President
 Signature(s) of Debtor(s)

GENERALE BANK
[Signature]
 Signature(s) of Secured Party(ies)

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SCHEDULE A

Generale Bank, New York Branch
12 East 49th Street
New York, New York 10017

Michigan National Bank
500 Griswold Street
Detroit, Michigan 48226

First Security Bank of Utah, N.A.
P.O. Box 1560
Ogden, Utah 84402

Manufacturers Hanover Trust Company
270 Park Avenue
New York, New York 10017

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SCHEDULE B

(a) All accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including, but not limited to, proceeds of inventory and returned goods and proceeds from the sale of goods and services, and all rights, liens, securities, guaranties, remedies and privileges related thereto, including the right of stoppage in transit and rights and property of any kind forming the subject matter of any of the accounts;

(b) All savings, demand, certificates of deposit or other accounts deposited with or payable by Generale Bank, New York Branch, as Agent or Generale Bank, New York Branch, Michigan National Bank, First Security Bank of Utah, N.A. and Manufacturers Hanover Trust Company (collectively referred to as the "Banks") in the name of Debtor or in which Debtor has an interest, including all sums now or at any time hereafter on deposit to said account(s), and any renewals, extensions or replacements thereof and all other property which may from time to time be acquired directly or indirectly using the proceeds of such account(s);

(c) All machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Debtor (other than inventory), including any leasehold interest therein and all replacement parts and annexations thereto and any maintenance agreements applicable thereto;

(d) All inventory of every type or description, wherever located, including, but not limited to, all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor;

(e) All stocks, bonds and other securities, and all dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange, substitution or addition to any such securities or any of such additional securities and all certificates, cash and property arising out of any stock dividend declared, or any stock-split made, or cash or other property distributed in connection with any partial or total liquidation or dissolution or in connection with a reduction in capital, capital surplus or paid-in surplus or property other than cash distributed as a dividend; and

(f) All property, other than real property and property specified above, including, without limitation, leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, advances, deposits,

trademarks, tradenames, licenses, patents, insurance proceeds and cash value, and all intellectual property, choses in action and other general intangibles; and

(g) all proceeds (including insurance proceeds) and products of the foregoing; and

(h) all liabilities or claims from Debtor to the Banks; and

(i) all accounts, property, securities, monies or other property of any description which may at any time be assigned or delivered or come into possession of the Agent or any of the Banks for any purpose for the account of Debtor, or as to which Debtor may have any right or power, and property in the possession or custody of or in transit to anyone for the account of Banks, as well as all proceeds and products thereof; and

(j) all of the books and records and documents of title pertaining to any of the foregoing.