

**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) Prime Computer, Inc. Prime Park Natick, Massachusetts 01760	2. Secured Party(ies) and address(es) The Bank of Nova Scotia Boston Branch, as Agent 101 Federal Plaza Boston, Massachusetts 02110	For Filing Officer (Date, Time, Number, and Filing Office)
---	---	--

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

All items of the Debtor's inventory, accounts, general intangibles, chattel paper, contract rights, leases and all other property and rights of any kind or type now or hereafter existing, as more fully described on Exhibit A hereto.

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

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:

Douglas County
Nevada

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

By: <u>Richard L. Ballantine</u> Signature(s) of Debtor(s)	V.P. Title	By: <u>Harold Phillips</u> Signature(s) of Secured Party(ies)	Title
---	------------	--	-------

(1) Filing Officer Copy-Alphabetical **STANDARD FORM - FORM UCC-1.** (For Use In Most States)

06956

213297

Exhibit A
attached to and made a part of
Uniform Commercial Code ("UCC")
Financing Statement, Form UCC-1

Debtor: Prime Computer, Inc., a Delaware corporation
Secured
Party: The Bank of Nova Scotia, as Agent

DESCRIPTION OF PROPERTY

The UCC Financing Statement, Form UCC-1, to which this Exhibit is attached and forms a part, covers the following types (or items) of property of the Debtor (the "Collateral"):

1. All inventory of the Debtor in all of its forms, wherever located, now or hereafter existing, including

(a) all raw materials and work in process therefor, finished goods thereof, and materials used or consumed in the manufacture or production thereof,

(b) all goods in which the Debtor has an interest in mass or a joint or other interest or right of any kind (including goods in which the Debtor has an interest or right as consignee), and

(c) all goods which are returned to or repossessed by the Debtor,

and all accessions thereto, products thereof and documents therefor;

2. All accounts, contracts, contract rights, chattel paper, instruments, general intangibles and other obligations of any kind (including intercompany accounts of the Debtor, now or hereafter existing, whether or not arising out of or in connection with the sale or lease of goods or the rendering of services, and all rights of the Debtor now or hereafter existing in and to all security agreements, guaranties, leases and other contracts securing or otherwise relating to any such accounts, contracts, contract rights, chattel paper, instruments, general intangibles or obligations;

213297

3. All right, title and interest of the Debtor, whether now owned or hereafter existing or acquired, in and to the Lockbox Accounts; all funds from time to time on deposit therein, and all cash, securities, rights and other property at any time and from time to time received, receivable or otherwise distributed in respect of such funds held in the Lockbox Accounts;

4. All now or hereafter existing books, records, writings, data bases, information, computer hardware and software and other property relating to, used or useful in connection with, evidencing, embodying, incorporating or referring to, any of the foregoing; and

5. All products, offspring, rents, issues, profits, returns, income and proceeds of and from any and all of the foregoing Collateral (including proceeds which constitute property of the types described in paragraphs 1, 2 and 3 above and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral).

Capitalized terms used herein and not otherwise defined shall have the following meanings:

"Lockbox Account" means any account maintained by the Debtor with a Lockbox Bank in the name of the Debtor and listed in Item B of Schedule I of the Security Agreement.

"Lockbox Bank" means any commercial or other depository financial institution (x) listed on Item B of Schedule I of the Security Agreement, (y) at which one or more Lockbox Accounts are maintained from time to time by a debtor and (z) as to which a Lockbox Notice has been fully executed and delivered pursuant to clause (b) of Section 4.1.2 of the Security Agreement.

"Lockbox Notice" means any notice, substantially in the form of Annex A to the Security Agreement.

"Security Agreement" means the security agreement duly executed by the Secured Party, the Debtor and certain subsidiaries of the Debtor, dated as of August 18, 1989.

REQUESTED BY
CT Corporation System
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

'89 OCT 20 AIO :44

SUZANNE BURDEAU
RECORDED 213297

517⁰⁰ K12 DEPUTY
BOOK 1089 PAGE 2394