

BK1924 P2943

INST NO: 72

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

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.

REORDER FROM
Register, Inc.
514 PERCE ST.
ANOKA, MN 55303
(612) 421-1713

081666

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

1. Debtor(s) (Last Name First) and address(es)

Hofheimer's Shoe Company,
Incorporated
d/b/a S&K Famous Brand
41 Sequin Drive
Glastonbury, CT 06033
Tax ID/Social Security No. 54-1614062

2. Secured Party(ies) and address(es)

Foothill Capital Corporation
11111 Santa Monica Boulevard
Los Angeles, CA 90025

Tax ID/Social Security No.

3. Maturity date (if any)

For Filing Officer (Date, Time, Number, and Filing Office)

219587

FILED JOHN HOLLEMAN
REGISTER OF DEEDS
FORSYTH COUNTY, NC

NOV 08 10:21 AM '96

\$8.00 PAID

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

RETURN TO:

CSC NETWORKS
P.O. BOX 1110
ALBANY, NY 12201

FIXTURES

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 perfectedCheck ☒ if covered: ☒ Proceeds of Collateral are also covered ☒ Products of Collateral are also covered No of additional Sheets presented 2

Hofheimer's Shoe Company, Incorporated

d/b/a S&K Famous Brand

By:

Signature(s) of Debtor(s)

Foothill Capital Corporation

By:

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

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EXHIBIT "A"

DEBTOR: HOFHEIMERS SHOE COMPANY, INCORPORATED
d/b/a/ S&K FAMOUS BRAND

SECURED PARTY: FOOTHILL CAPITAL CORPORATION

ITEM (continued) Collateral Description

All of Debtor's:

a. presently existing and hereafter arising accounts, contract rights, and all other forms of obligations owing to Debtor arising out of the sale or lease of goods or the rendition of services by Debtor, whether or not earned by performance, and any and all credit insurance, guaranties, and other security therefor, as well as all merchandise returned to or reclaimed by Debtor and Debtor's Books relating to any of the foregoing (collectively "Accounts");

b. present and future general intangibles and other personal property (including choses or things in action, goodwill, patents, trade names, trademarks, servicemarks, copyrights, blueprints, drawings, purchase orders, customer lists, monies due or recoverable from pension funds, route lists, monies due under any royalty or licensing agreements, infringement claims, computer programs, computer discs, computer tapes, literature, reports, catalogs deposit accounts, insurance premium rebates, tax refunds, and tax refund claims) other than goods and Accounts, and Debtor's Books relating to any of the foregoing (collectively "General Intangibles");

c. present and future letters of credit, notes, drafts, instruments, documents, leases, and chattel paper, and Debtor's Books relating to any of the foregoing (collectively "Negotiable Collateral");

d. present and future inventory in which Debtor has any interest, including goods held for sale or lease or to be furnished under a contract of service and all of Debtor's present and future raw materials, work in process, finished goods, and packing and shipping materials, wherever located, and any documents of title representing any of the above, and Debtor's Books relating to any of the foregoing (collectively "Inventory");

e. present and hereafter acquired machinery, machine tools, motors, equipment, furniture, furnishings, fixtures, vehicles (including motor vehicles and trailers), tools, parts, dies, jigs, goods (other than consumer goods or farm products), and any interest in any of the

foregoing, and all attachments, accessories, accessions, replacements, substitutions, additions, and improvements to any of the foregoing, wherever located (collectively "Equipment");

f. books and records including: ledgers; records indicating, summarizing, or evidencing Debtor's assets or liabilities, or the collateral; all information relating to Debtor's business operations or financial condition; and all computer programs, disc or tape files, printouts, funds, or other computer prepared information, and the equipment containing such information (collectively "Debtor's Books") and

g. substitutions, replacements, additions, accessions, proceeds, products to or of any of the foregoing, including, but not limited to, proceeds of insurance covering any of the foregoing, or any portion thereof, and any and all Accounts, General Intangibles, Negotiable Collateral, Inventory, Equipment, money, deposit accounts, or other tangible or intangible property resulting from the sale or other disposition of the accounts, general Intangibles, Negotiable Collateral, Inventory, Equipment, or any portion thereof or Interest therein and the proceeds thereof.