

K-43742

50314 STATE OF OREGON
FINANCING STATEMENT STANDARD FORM UCC-1

1992 SEP

PM 3 46

Vol. m92 Page 20405

PLEASE TYPE
READ INSTRUCTIONS ON BACK BEFORE FILLING OUT FORM. CUSTOMER NUMBER:

A. Check (x) one: ☐ DEBTOR NAME, ☐ CONSIGNEE, ☐ LESSEE Social Sec. number or TIN
(if individual list last name first)

1. Trans-Lux Consulting Corporation 06-1314896

2. _____

3. _____
(Last Name) (First Name) (Middle)

DEBTOR MAILING ADDRESS:
110 Richards Avenue
Norwalk, CT 06854

Total Debtor Names: _____

M92/20405

Reserved for Filing Officer Use

B. Check (x) one: ☐ SECURED PARTY, ☐ CONSIGNOR, ☐ LESSOR
NAME AND ADDRESS (from which security information is obtainable)

Union Trust Company
637 West Avenue
Norwalk, CT 06852

Telephone Number: (203) 838-4341

C. ASSIGNEE NAME AND ADDRESS (if any)

Telephone Number: _____

D. This financing statement covers the following types (or items) of collateral (ORS 79.4020):

Total number of attachments: _____

See Exhibit I and Schedules A and B attached hereto and made a part
hereof.

Check (x) if covered: ☐ PROCEEDS of collateral are also covered

☐ PRODUCTS of collateral are also covered

E. DEBTOR'S SIGNATURE NOT REQUIRED. This statement is filed without the debtors signature to perfect a security interest in
collateral (if applicable check box): (1) ☐ collateral already subject to a security interest in another jurisdiction; (2) ☐ which is
proceeds of the described original collateral which was perfected; (3) ☐ Collateral as to which the filing has lapsed; or (4) ☐
Collateral acquired after a change of name, identity or corporate structure of debtor.

☐ DEBTOR IS A TRANSMITTING
UTILITY (ORS 79.4010)

Debtor hereby authorizes the Secured Party (or Consignor or Lessor) to file a carbon, photographic or other reproduction of this form, financing statement or security
agreement as a financing statement under ORS Chapter 79.

Trans-Lux Consulting Corporation

By: _____

Required Signature(s)

Union Trust Company

By: _____

Use the following spaces only for Farm Products requiring Effective Financing Statement (EFS) filing.

FARM PRODUCTS EFFECTIVE FINANCING STATEMENT FORM EFS-1

This FARM PRODUCT EFFECTIVE FINANCING STATEMENT is presented to the filing official pursuant to ORS Chapter 79. This statement remains effective for a period
of five years from the date of filing, subject to extensions for additional periods as provided for by ORS Chapter 79.

FARM PRODUCT CODE	COUNTY CODE	CROP YEAR (if applicable)	AMOUNT (if applicable)	DESCRIPTION/LOCATION (if applicable)
—	—	—	—	—
—	—	—	—	—
—	—	—	—	—
—	—	—	—	—

EFS Statement requires signature of debtor(s) and secured party(ies).

By: _____

By: _____

Signature of Secured Party

By: _____

Signature of Debtor(s)

Source of Payment:

Cash ☐

Check ☐ # _____

Visa/MasterCard ☐
(see instruction 8-D on
reverse of Original copy)

Submit completed form to:
Secretary of State, UCC Section
Capitol Bldg., Room 41
Salem, OR 97310.

(503) 378-4146
FAX (503) 373-1166

RETURN ACKNOWLEDGEMENT COPY TO: (name and address)

RETURN TO:
PRENTICE HALL
P.O. BOX 1110
ALBANY, N.Y. 12201

Please do not type outside of bracketed area

EXHIBIT I

All "Collateral" as defined in Schedule A attached hereto and made a part hereof.

This financing statement (i) is a fixture filing covering, among other, electric and electronic display signs owned by the Debtor which are or may be affixed to real property at each of the locations identified in Schedule B attached hereto and incorporated herein by reference, a description and the record owner of which real property is also included therein, and (ii) will also be filed in the real estate records.

SCHEDULE A
to
Financing Statement
Filed Against
Trans-Lux Consulting Corporation ("Debtor")
by
Union Trust Company ("Secured Party")

"Collateral" shall mean and include (whether any item shall constitute Collateral by reason of one or more than one of the following clauses) the following types and items, whether now owned or existing or hereafter acquired or arising and wherever located:

a. Receivables, including (i) any and all rights to the payment of money or other forms of consideration of any kind at any time now or hereafter owing or to be owing to the Debtor (whether classified under the Uniform Commercial Code as accounts, contract rights, instruments, documents, chattel paper, general intangibles, or otherwise) including, but not limited to, accounts, accounts receivable, other receivables, letters of credit and the right to receive payment thereunder, chattel paper, tax refunds, insurance proceeds (including proceeds of hazard, life and credit insurance), contract rights, notes, drafts, instruments, documents, acceptances, and all other debts, obligations and liabilities in whatever form and from whatever source arising owing to the Debtor from any person, all guarantees, security and liens, for payment thereof, all of the Debtor's rights to goods, now owned or hereafter acquired by the Debtor, sold (delivered, undelivered, in transit or returned) which may be represented thereby; (ii) all of the foregoing whether now owned or existing or hereafter acquired or created; and (iii) all proceeds of any of the foregoing.

b. Equipment, including, all goods, including, but not limited to, those constituting machinery, computers, equipment, furniture, furnishings and fixtures, together with tools and motor vehicles of every kind and description, and all accessories, additions, attachments, parts, packaging, instructions, improvements, substitutions and replacements (including spare parts) thereto or thereof, now owned or used or hereafter acquired by the Debtor, which are used or bought for use in business and any other goods now owned or hereafter acquired by the Debtor, that do not constitute inventory, and all products and proceeds of any thereof.

c. Inventory, including, in each case whether now owned or existing or hereafter acquired by the Debtor and wherever located: (i) all goods intended for sale or lease by the Debtor or to be furnished under contracts of service; (ii) all work in process; (iii) all raw materials, scrap and other materials and supplies of every nature and description used or which might be used in connection with the manufacture, remanufacture, packing, shipping, advertising, selling, leasing or furnishing of such goods or otherwise used or consumed in the Debtor's business; (iv) all documents evidencing and general intangibles relating to any of the foregoing; and (v) all products and proceeds of the foregoing.

d. Lease Agreements, including, personal property lease agreements acquired or entered into by the Debtor with third parties pertaining to units of electric and electronic visual display systems equipment and signs owned by the Debtor and held for lease.

e. All of the Debtor's rights, title and interest in and to all goods and other property, whether or not delivered, (i) the sale or lease of which gives or purports to give rise to any receivable, including but not limited to all merchandise returned or rejected by or repossessed from customers, or (ii) securing any receivable, including all of the Debtor's rights as an unpaid vendor or lienor, including stoppage in transit, replevin and reclamation with respect to such goods and other properties.

f. All guaranties, letters of credit, mortgages on real or personal property, leases or other agreements or property securing or relating to any receivable or other Collateral, or acquired for the purpose of securing and enforcing any item thereof.

g. All documents of title, policies and certificates of insurance, securities, chattel paper, contracts or other documents or instruments evidencing or pertaining to any and all items of Collateral.

h. All ledger sheets, books, records, documents, files, correspondence, computer programs, tapes, discs and related data processing software (owned by the Debtor or in which it has an interest, to the extent of such interest) which contain information identifying or pertaining to any of the Collateral or any obligor or account debtor, or showing the amounts thereof or payments thereon or otherwise necessary or helpful in the realization thereon or the collection thereof.

- i. All deposits (general or special, time or demand), balances, sums, proceeds and credits of the Debtor with, and any and all claims of the Debtor against, the Secured Party at any time existing.
- j. All general intangibles (as such term is defined in Article 9 of the Uniform Commercial Code), including without limitation all inventions, patents, goodwill, life insurance, credits, indemnities, tax refund claims, and all tax refunds.
- k. All trademarks, tradenames, copyrights, trade dress and other intellectual property but excluding herefrom the trademark and tradename "Trans-Lux".
- l. Property and assets acquired by the Debtor.
- m. The Asset Purchase Agreement dated as of July 9, 1992 between American Electronic Displays, L.P. and the Debtor.
- n. Any and all products and proceeds of such Collateral (including, but not limited to, any claims to any items referred to in this definition, and any claims of the Debtor against third parties for loss of, damage to, or destruction of, any or all of the Collateral or for condemnation proceeds or proceeds payable under or unearned premiums with respect to policies of insurance) in whatever form, including cash, negotiable instruments and other instruments for the payment of money, chattel paper, security agreements or other documents and all property received wholly or partly in trade or exchange for the Collateral.
- o. Units of electric and electronic visual display systems equipment and signs held for or under lease, whether presently subject to lease, leased to third parties, held in inventory or otherwise, all spare parts and sign structures relating thereto, and all sources of information relating to the manufacture and distribution thereof.
- p. All units of electric and electronic visual display systems equipment and signs in which the Debtor has any interest, whether such interest was acquired or otherwise.
- q. All leases assumed by the Debtor from any source.
- r. All catalogues, brochures, sales literature, promotional and other similar material, and all customer lists, supplier lists and other similar data and information relating to the Debtor's business.

s. All tooling, drawings, manufacturing rights, and other rights, if any, relating to the displays, the equipment and any other assets of the Debtor's business.

t. All rights of the Debtor under any transferable manufacturer's warranties or other warranties, if any, with respect to any other item included herein.

u. All unexpired leases and associated executory contracts between Debtor and third parties pertaining to the displays.

v. All portions of deposits, rental amounts (including prepaid amounts) and other items under leases not earned by the Debtor as of any date.

agreements/translux/sch-a.ucc
08/06/92

Schedule B - 2

WARRANTY DEED

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20412

This Indenture Witnesseth, THAT Albert W. Schneck and Vada H. Schneck,
husband and wife,

hereinafter known as grantors for and in consideration of the sum of
Ten and no 100ths Dollars
to them paid, have bargained and sold, and by these presents do grant, bargain, sell
and convey unto

First Federal Savings and Loan Association of Klamath Falls,
a corporation,

and assigns, the following described premises situated in Klamath County,
Oregon, to-wit:

the east portion of Lots 7 and 8 in Block 37 of Original Town of Linkville, now City
of Klamath Falls, according to the official plat thereof on file in Klamath County,
Oregon, more particularly described as follows:

Beginning at a point on the northerly line of lot 3, 26 feet 4 inches westerly from
the westerly corner of said lot 8; running thence westerly on the northerly line
of lot 3, 48 feet 11 inches; thence southerly and parallel with Sixth Street
to alley; thence easterly and parallel with Main Street 2 feet 11 inches; thence
westerly and parallel with Sixth Street, 100 feet to place of beginning.

together with all rights of grantors under, but subject to, the terms and provisions
of a party wall agreement recorded on page 501 Vol. 88 of Deeds, records of Klamath
County, Oregon, and a party wall agreement recorded on page 19 of Vol. 5 of Deeds,
County of Klamath, Oregon.



Subject to taxes for fiscal year commencing July 1, 1958.

COUNTY ABSTRACT CO



TO HAVE AND TO HOLD the said premises with their appurtenances unto the said grantee,
its heirs and assigns forever. And the said grantors do hereby covenant to and with the said grantee, its
successors heirs and assigns, that they are the owners in fee simple of said premises that they
are free from all incumbrances, except as above set forth,

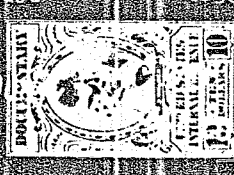
and that they will warrant and defend the same from all lawful claims whatsoever, except those
above set forth.

IN WITNESS WHEREOF, They have hereunto set their hands and seals this

day of August, 1958.



COUNTY ABSTRACT CO



Albert W. Schneck (Seal)
Vada H. Schneck (Seal)

STATE OF OREGON) ss-
County of Klamath)

BE IT REMEMBERED, That on this 4th day of August, A.D. 1958,

before me, the undersigned, a Notary Public, in and for said County and State, personally appeared the

within named Albert W. Schneck and Vada H. Schneck, husband and wife,

Within named Albert W. Schmeck and Vada H. Schmeck, husband and wife, who are known to me to be the identical persons described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year last

Schedule B - 3

WARRANTY DEED

4980

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THIS INDENTURE WITNESSETH, that CATHERINE DRUMBAUGH, a single woman, hereinafter known as grantor, for and in consideration of the sum of Ten Dollars and other valuable considerations to her paid, has bargained and sold, and by these presents does grant, bargain, sell and convey unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION of Klamath Falls, Oregon, a corporation organized and existing under the laws of the United States, its successors and assigns, the following described premises situated in Klamath County, Oregon, to-wit:

A portion of the NW 1/4 of Section 3, Township 39 South, Range 9 East of the Willamette Meridian and being more particularly described as follows:

Commencing at the Northwest corner of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, and running thence South 00 degrees 00' East along the Westerly boundary of Section 3, 826.8 feet, more or less, to its intersection with a line parallel with and 75 feet distant at right angles Northeastly from the center line of the Dallas-California State Highway, also known as South Sixth Street, as the same is now located and constructed, said parallel line being also the Northerly right of way line of said Street and Highway, thence South 55 degrees 52' East along said parallel line 1316.2 feet to the true beginning point of this description, said point marking the boundary between lands of Catherine Drumbaugh and lands formerly belonging to E. S. Buckner and Edith F. Buckner from which point the witness monument cross chiseled in the concrete sidewalk by the Oregon State Highway Department on July 15, 1947, bears South 34 degrees 07' West 10.00 feet; running thence from said true beginning point along said parallel line South 55 degrees 52' East 100.00 feet to the point marking the boundary between the lands of Catherine Drumbaugh and the Swan Lake Moulding Company, from which point the witness monument cross chiseled in the concrete sidewalk by the Oregon State Highway Department on July 15, 1947, bears South 34 degrees 07' West 10.00 feet; thence at right angles to South Sixth Street North 34 degrees 07' East 175.00 feet to an iron pin on the Southerly line of Parahing Way; thence North 55 degrees 52' West parallel to South Sixth Street along the Southerly line of Shasta Way 100.00 feet to an iron pipe marking the boundary between the lands of Catherine Drumbaugh and E. S. Buckner and Edith F. Buckner; thence along said boundary South 34 degrees 07' West 175.00 feet to the true point of beginning.

SUBJECT TO:

1. Acreage and use limitations under provisions of the United States Statutes and regulations issued thereunder. Liens and assessments of Klamath Project and Klamath Irrigation District, and regulations, contracts, easements, and water and irrigation rights in connection therewith.
2. Recitals and restrictions as shown in deed from Swan Lake Moulding Company, a corporation, to Sheldon Drumbaugh, et ux, recorded March 22, 1945 in Book 174, page 343 of Deed Records of Klamath County, Oregon. Said deed sets forth the following recitals: "Subject to existing obligations to the Klamath Irrigation District and the United States, which obligations the grantee herein assumes and agrees to pay as part of the consideration for this conveyance, and subject to the restriction that for the ensuing five years said property shall not be used for a lumber building material business."

SANCHO, SANCHO,
& OGDON
ATTORNEYS AT LAW
KLAMATH FALLS, ORE.

Page 1 - Warranty Deed.

STATE OF OREGON: COUNTY OF KLAMATH:

ss.

Filed for record at request of Klamath County Title Co the 4th day of Sept. A.D. 19 92 at 3:46 o'clock P.M., and duly recorded in Vol. M92 of Mortgages on Page 20405

FEE \$45.00

Evelyn Biehn County Clerk

By Darius M. Mueland