



200012270068

, Skagit County Auditor

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Return Address:

ACCUFACTS RESEARCH CORP.
P.O. Box 514
OLYMPIA WA 98507-0514

UCC 2 FIXTURE FILING (County Auditor)

Indexing information required by the Washington State Auditor's/Recorder's Office, (RCW 36.18 and RCW 65.04) 1/97: (please print last name first)

Reference # (if applicable):

Debtor(s): (1) ETERA CORPORATION (2)

Add'l. on pg

Secured Party(ies)(Assignee)(1) IMPERIAL BANK (2)Add'l. on pg Legal Description (abbreviated): PTN GOV LT 12 - S 2 - T 33N - R 3EAdd'l. legal is on pg Assessor's Property Tax Parcel/Account # 330302 - 1-002-0002**PLEASE TYPE FORM**

This FIXTURE FILING is presented pursuant to the WASHINGTON UNIFORM COMMERCIAL CODE:

☐ LEASE - Thus filing is for informational purposes only. The terms debtor and secured party are to be construed as LESSEE and LESSOR.☐ CONSIGNMENT - This filing is for informational purposes only. The terms debtor and secured party are to be construed as CONSIGNEE and CONSIGNOR.1. DEBTOR(S) (or assignor(s))
(last name first, and address(es))

ETERA CORPORATION
14113 RIVER BEND ROAD
MOUNT VERNON WA 98273

2. FOR OFFICE USE ONLY

3. NUMBER OF ADDITIONAL SHEETS ATTACHED:

4. SECURED PARTY(IES) (or assignee(s)) (name and address)

IMPERIAL BANK
5330 CARILLON POINT
KIRKLAND WA 98033

5. ASSIGNEE(S) OF SECURED PARTY(IES)

6. This FIXTURE FILING covers the following types or items of property:

☐ The goods are to become fixtures on...☐ The property is timber standing on...

Fixture Filing UCC 2 (County Auditor)

- ☐ The property is minerals or the like (including gas and oil) or accounts to be financed at the wellhead or minehead of the well or mine located on... (Describe real estate. Use legal description.)

This **FIXTURE FILING** is to be filed for record in the real estate records. If the debtor does not have an interest of record in the realty, the name of a record owner is HUBERT C. JOHNSON and GENEVIEVE L. JOHNSON

- ☐ Products of collateral are also covered.

7. RETURN ACKNOWLEDGMENT COPY TO:
IMPERIAL BANK
LOAN DOCUMENTATION SERVICES/A. FRANCO
9920 S. LA CIENEGA BLVD. SUITE 628
INGLEWOOD CA 90301

FILE FOR RECORD WITH
COUNTY AUDITOR OF COUNTY
IN WHICH REAL PROPERTY IS LOCATED

SKAGIT COUNTY, WA

8. This statement is signed by the Secured Party(ies) instead of the Debtor(s) to perfect a security interest in collateral. (Please check appropriate box.)

- (a) ☐ already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or
- (b) ☐ which is proceeds of the original collateral described above in which a security interest was perfected, or
- (c) ☐ as to which the filing lapsed, or
- (d) ☐ acquired after the change of name, identity, or corporate structure of the debtor(s).

Complete fully if box (d) is checked.
Complete as applicable for (a), (b), and (c):

Original recording number
Filing officer where filed

Former name of debtor(s)

9. USE IF APPLICABLE

ETERA CORPORATION

TYPE NAME(S) OF DEBTOR(S) (or assignor(s))

[Signature]
SIGNATURE(S) OF DEBTOR(S) (or assignor(s))

IMPERIAL BANK

TYPE NAME(S) OF SECURED PARTY(IES) (or assignee(s))

[Signature]
SIGNATURE(S) OF SECURED PARTY(IES) (or assignee(s))

10. TERMINATION STATEMENT: The SECURED PARTY(IES) certifies that the SECURED PARTY(IES) no longer claims a security interest under the **FIXTURE FILING** bearing the recording number shown above.

NAME _____

DATE _____

Return to: County Auditor of County where
original filing/recording was made.

SIGNATURE _____

WASHINGTON UCC 2 FIXTURE FILING
FORM APPROVED FOR USE IN WASHINGTON STATE



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DEBTOR: ETERA CORPORATION

SECURED PARTY: IMPERIAL BANK

EXHIBIT A

COLLATERAL DESCRIPTION ATTACHMENT
TO FINANCING STATEMENT

All personal property of Borrower (herein referred to as "Borrower" or "Debtor") whether presently existing or hereafter created, written, produced or acquired, including, but not limited to:

- (a) all accounts receivable, accounts, chattel paper, contract rights (including, without limitation, royalty agreements, license agreements and distribution agreements), documents, instruments, money, deposit accounts and general intangibles, including, without limitation, returns, repossessions, books and records relating thereto, and equipment containing said books and records, all financial assets, all investment property, including securities and securities entitlements;
- (b) all software, computer source codes and other computer programs (collectively, the "Software Products"), and all common law and statutory copyrights and copyright registrations, applications for registration, now existing or hereafter arising, United States of America and foreign, obtained or to be obtained on or in connection with the Software Products, or any parts thereof or any underlying or component elements of the Software Products together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of Bank (herein referred to as "Bank" or "Secured Party") to sue in its own name and/or the name of the Debtor for past, present and future infringements of copyright;
- (c) all farm products and crops, including without limitation, those located on, used in connection with and/or rents and profits from the real property described on Exhibit B attached hereto;
- (d) all goods, including, without limitation, equipment and inventory (including, without limitation, all export inventory);
- (d) all guarantees and other security therefor;
- (e) all trademarks, service marks, trade names and service names and the goodwill associated therewith;
- (f) (a) all patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (b) licenses pertaining to any patent whether Debtor is licensor or licensee, (c) all income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (d) the right (but not the obligation) to sue for past, present and future infringements thereof, (e) all rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (f) the reissues, divisions, continuations, renewals, extensions and continuations-in-part with any of the foregoing (all of the foregoing patents and applications and interests under patent license agreements, together with the items described in clauses (a) through (f) in this paragraph are sometimes herein individually and collectively referred to as the "Patents"); and
- (g) all products and proceeds, including, without limitation, insurance proceeds, of any of the foregoing.

Notwithstanding the foregoing, the Collateral shall not include any equipment pledged to M.V. Greenhouse, LLC pursuant to that certain Security Agreement dated as of July 18, 2000 between the Borrower and M.V. Greenhouse, LLC (the "Security Agreement"), so long as the Security Agreement remains in effect.



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EXHIBIT B

Parcel "A":

That portion of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and of Government Lot 12 of Section 2, Township 33 North, Range 3 East, W.M. lying Southerly and Easterly of Dry (DCCR) Slough, EXCEPT road and dike rights-of-way, ALSO EXCEPT that portion conveyed to Curtis Amo et ux by deed recorded February 10, 1969 as Auditor's File No. 723096 and ALSO EXCEPT that portion conveyed to Phil Walkden et ux by deed recorded July 2, 1996 as Auditor's File No. 9607020063.

Parcel "B":

That portion of the North $\frac{1}{2}$ of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 2, Township 33 North, Range 3 East, W.M. lying Easterly of Dry Slough, EXCEPT road and dike Rights-of-way and ALSO EXCEPT tract adjoining the South 457 feet of the old dike conveyed to Diking District No. 2 by deed recorded under Auditor's File no. 461576.

ASSESSOR PARCEL NUMBERS 330302-1-002-0002
330302-0-020-0002
330302-4-001-0004
330302-4-003-0005



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