

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

FIRST CREDIT BANK, a California banking corporation
9255 SUNSET BOULEVARD
WEST HOLLYWOOD, CA 90069

FIRST AMERICAN TITLE CO.

87433-3



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THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME MYOBY, LLC, a Delaware limited liability company						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 5115 AVENIDA ENCINAS, STE. D			CITY CARLSBAD	STATE CA	POSTAL CODE 92008	COUNTRY USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION DE	1g. ORGANIZATIONAL ID #, if any 3752491		<input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any		<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME FIRST CREDIT BANK, a California banking corporation						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 9255 SUNSET BOULEVARD			CITY WEST HOLLYWOOD	STATE CA	POSTAL CODE 90069	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

ALL OF GRANTOR'S PERSONAL PROPERTY ASSETS AS DESCRIBED ON THE ATTACHED PERSONAL PROPERTY SCHEDULE LABELED EXHIBIT "B", WHETHER ANY OF THE FOREGOING IS OWNED NOW OR ACQUIRED LATER; ALL ACCESSIONS, ADDITIONS, REPLACEMENTS, AND SUBSTITUTIONS RELATING TO ANY OF THE FOREGOING; ALL RECORDS OF ANY KIND RELATING TO ANY OF THE FOREGOING; ALL PROCEEDS RELATING TO ANY OF THE FOREGOING (INCLUDING INSURANCE, GENERAL INTANGIBLES AND ACCOUNTS PROCEEDS), INCLUDING WITHOUT LIMITATION ALL FIXTURES AND EQUIPMENT LOCATED ON, IN OR AROUND OR RELATED TO GRANTOR'S BUSINESS CONDUCTED ON REAL PROPERTY LOCATED AT 2410 COMMERCIAL ST., ANACORTES (SKAGIT COUNTY), WA 98221, 115 W. FIR ST., MT. VERNON (SKAGIT COUNTY), WA 98273, 220 LINCOLN ST., HOQUIAM (COUNTY OF GRAYS HARBOR), WA 98550, AND 210 E. FIRST ST., PORT ANGELES (CLALLAM COUNTY, WA 98362, AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

Parcel #'s: 310508-003-015-00; 310508-003-01600; 3788-004-003-0000; 3794-002-003-0007

3788-009-005-0008

ABV Legal: Sec 8 T31N R5E; NE 1/4 SW 1/4

1 Ptn Lots 1-3, Block 2 Hensler's 1st to the City of Anacortes
Ptn Lots 1-5, Block 9, First Addition to the City of Anacortes

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (if applicable) [ADDITIONAL FEE] optional		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA						

EXHIBIT "A"

PROPERTY LOCATED IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, WASHINGTON

PARCEL "A": LOTS 1, 2 AND 3, EXCEPT THE WEST 3 FEET OF SAID LOT 3 IN BLOCK 9, "FIRST ADDITION TO THE CITY OF ANACORTES, SKAGIT CO., WASHINGTON", AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 24, RECORDS OF SKAGIT COUNTY, WASHINGTON.

PARCEL "B": THE NORTH 30 FEET OF LOTS 1, 2 AND 3, BLOCK 2, "PLAT OF HENSLER'S FIRST ADDITION TO THE CITY OF ANACORTES, SKAGIT CO., WASH.", AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 46, RECORDS OF SKAGIT COUNTY.

TOGETHER WITH THE 16 FOOT WIDE VACATED ALLEY LYING BETWEEN PARCELS "A" AND "B".

PARCEL "C": THE WEST 3 FEET OF LOT 3, ALL OF LOT 4, AND THE EAST 10 FEET OF LOT 5, BLOCK 9, "FIRST ADDITION TO THE CITY OF ANACORTES", AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 24, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH THE NORTH ½ OF VACATED ALLEY ADJACENT TO THE WEST 3 FEET OF LOT 3, VACATED BY ORDINANCE NO. 1200, AS WOULD ATTACH BY OPERATION OF LAW.

PROPERTY LOCATED IN THE CITY OF HOQUIAM, COUNTY OF GRAYS HARBOR, WASHINGTON

LOTS 6, 7 AND 8, BLOCK 2, KARR'S ADDITION TO HOQUIAM, AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 108, RECORDS OF GRAYS HARBOR COUNTY; SITUATE IN THE COUNTY OF GRAYS HARBOR, STATE OF WASHINGTON.

PROPERTY LOCATED IN THE CITY OF MT. VERNON, COUNTY OF SKAGIT, WASHINGTON

TRACT "A" OF MOUNT VERNON SHORT PLAT NO. MV-7-84, APPROVED MAY 10, 1984, AND RECORDED MAY 10, 1984, IN VOLUME 6 OF SHORT PLATS, PAGE 140 UNDER AUDITOR'S FILE NO. 8405100022, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF GOVERNMENT LOT 8, SECTION 18, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.

PROPERTY LOCATED IN THE CITY OF PORT ANGELES, COUNTY OF CLALLAM, WASHINGTON

LOTS 7, 8 AND 9, BLOCK 30, NORMAN R. SMITH'S SUBDIVISION OF THE TOWNSITE OF PORT ANGELES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME "K" OF DEEDS, PAGE 1, RECORDS OF CLALLAM COUNTY, WASHINGTON.



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PROPERTY SCHEDULE

DEBTOR: MYOBY, LLC, a Delaware limited liability company

1. All buildings, structures, improvements, parking areas, landscaping, equipment, fixtures and articles of property now or hereafter erected on, attached to, or used or adapted for use in the operation of the real property described on Exhibit "B" (the "Premises"); including but without being limited to, all heating, air conditioning and incinerating apparatus and equipment; all boilers, engines, motors, dynamos, generating equipment, piping and plumbing fixtures, water heaters, ranges, cooking apparatus and mechanical kitchen equipment, refrigerators, freezers, cooling, ventilating, sprinkling and vacuum cleaning systems, fire extinguishing apparatus, gas and electric fixtures, carpeting, floor coverings, underpadding, elevators, escalators, partitions, mantels, built-in mirrors, window shades, blinds, draperies, screens, storm sash, awnings, signs, coffee and espresso machines and accessories, furnishings of public spaces, halls and lobbies, and shrubbery and plants, office and computer equipment, registers, retractable hose reels, safety equipment, storage accessories, air tools, gasoline/petroleum storage tanks, gasoline pumps, car wash equipment, lights, shop tools, display cases, counters, ovens, warmers, waste disposal units, dishwashers, beverage dispensers, ice cream makers, light fixtures, décor and including also all interest of any owner of the Premises in any of such items hereafter at any time acquired under conditional sale contract, chattel mortgage or other title retaining or other security instrument, all of which property mentioned in this clause (a) shall be deemed part of the realty constituting the Premises and not severable wholly or in part without material injury to the freehold of the Premises (all of the foregoing together with replacements and additions thereto are referred to herein as "Improvements");
2. All compensation, awards, damages, rights of action and proceeds, including interest thereon and/or the proceeds of any policies of insurance thereof or, arising out of or relating to a (i) taking or damaging of the Premises or Improvements thereon by reason of any public or private improvement, condemnation proceeding (including change of grade), sale or transfer in lieu of condemnation, or fire, earthquake or other casualty, or (ii) any injury to or decrease in the value of the Premises or the Improvements for any reason whatsoever;
3. Return premiums or other payments upon any insurance any time provided for the benefit of or naming Secured Party, and refunds or rebates of taxes or assessments on the Premises;
4. All the right, title and interest of Debtor in, to and under all written and oral leases and rental agreements (including extensions, renewals and subleases; all of the foregoing shall be referred to collectively herein as the "Leases") now or hereafter affecting the Premises including, without limitation, all rents, issues, profits and other revenues and income therefrom and from the renting, leasing or bailment of Improvements and equipment, all guaranties of tenants' performance under the Leases, and all rights and claims of any kind that Debtor may have against any tenant under the Leases or in connection with the termination or rejection of the Leases in a bankruptcy or insolvency proceeding;
5. Plans, specifications, contracts and agreements relating to the design or construction of the Improvements; Debtor's rights under any payment, performance, or other bond in connection with the design or construction of the Improvements; all landscaping and construction materials, supplies, and equipment used or to be used or consumed in connection with construction of the Improvements, whether stored on the Premises or at some other location; and contracts, agreements, and purchase orders with contractors, subcontractors, suppliers, and materialmen incidental to the design or construction of the Improvements;
6. All contracts, accounts, rights, claims or causes of action pertaining to or affecting the Premises of the Improvements, including, without limitation, all options or contracts to acquire other property for use in connection with operation or development of the Premises or Improvements, management contracts, service or supply contracts, deposits, bank accounts, general intangibles (including without limitation trademarks, trade names and symbols), permits, licenses, franchises and certificates, and all commitments or agreements, now or hereafter in existence, intended by the obligor thereof to provide Debtor with proceeds to satisfy the loan evidenced hereby or improve the Premises or Improvements, and the right to receive all proceeds due under such commitments or agreements including refundable deposits and fees;
7. All books, records, surveys, reports and other documents related to the Premises, and Improvements, the Leases, or other items of collateral described herein; and
8. All additions, accessions, replacements, substitutions, proceeds (including proceeds from operations of the Premises) and products of the real and personal property, tangible and intangible, described herein.



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