

06-273-CD

Print Inc vs American Outfitters

Print Inc vs American Outfitters et al
2006-273-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

PRINT, INC.

NO. 06-273-CD
IN CIVIL ACTION

Plaintiff(s)

-vs-

THE AMERICAN OUTFITTERS, INC.

Defendant(s)

PRAECIPE TO TRANSFER
JUDGMENT FROM
COUNTY TO COUNTY

CODE-
FILED ON BEHALF OF
PLAINTIFF

COUNSEL OF RECORD
FOR THIS PARTY:

James R. Apple, Esq.
PA I.D. No. 37942
Charles F. Bennett, Esq.
PA I.D. No. 30541
Joel E. Hausman, Esq.
PA I.D. No. 42096
APPLE AND APPLE, P.C.
Firm No. 719
4650 Baum Boulevard
Pittsburgh, PA 15213
Telephone: 412-682-1466
Fax: 412-682-3138

FILED *Atty pd. 20.00*
M 11/7/06
FEB 21 2006 *ccs Notice to Def.*

William A. Shaw
Prothonotary/Clerk of Courts
Statement to Atty
6K

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA**

PRINT, INC.

**NO.
IN CIVIL ACTION**

Plaintiff(s)

-VS-

THE AMERICAN OUTFITTERS, INC.

Defendant(s)

**PRAECIPE TO TRANSFER JUDGMENT
FROM COUNTY TO COUNTY**

TO THE PROTHONOTARY:

Please transfer the within Judgment entered in the The Court of Common Pleas of Bedford County, Pennsylvania, known as No. 2005-627, and index it against Defendants above named, in the amount of \$47,127.03, with appropriate interest.

Bedford County costs to follow Judgment.

APPLE AND APPLE, P.C.

Dated: 2/17/06

By: 
Attorneys for Plaintiff(s)

We certify that the correct address for the Plaintiff is: c/o Apple and Apple, P.C., 4650 Baum Boulevard, Pittsburgh, PA 15213.

And the correct address for the Defendant(s) is: 5202 Business 220, Bedford PA 15522

Commonwealth of Pennsylvania
County of Bedford } ss:

I, Cathy Fetter Prothonotary of the Court of
Common Pleas in and for said County, do hereby certify that the foregoing is a full, true and correct
copy of the whole record of the case therein stated wherein _____

Print Inc

Plaintiff, and The American Outfitters Inc Defendant, so
full and entire as the same remains of record before the said Court at No. 627 of 2005

A. D. 19 _____

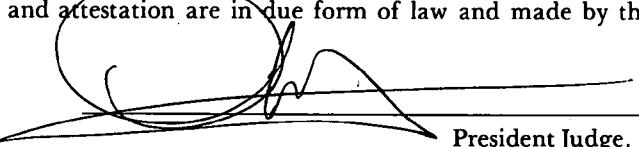
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, this 7th
day of February A. D. 2006

Cathy Fetter

My Commission Expires
First Monday in January 2008

I, Daniel Lee Howsare President Judge of the 57th Judicial District, composed of the
Court of Common Pleas, Orphans' Court and Court of Quarter Sessions of the Peace, do certify that Cathy Fetter

by whom the annexed record, certificate and attestation were made and given, and who, in his own
proper handwriting, thereunto subscribed his name and affixed the seal of the Court of Common Pleas of said County, was at
the time of so doing and now is Prothonotary in and for said County of Bedford, in the Commonwealth of Pennsylvania, duly
commissioned and qualified; to all of whose acts, as such, full faith and credit are and ought to be given, as well in Courts of
Judicature as elsewhere, and that the said record, certificate and attestation are in due form of law and made by the proper
officers.


President Judge.

Commonwealth of Pennsylvania
County of Bedford } ss:

I, Cathy Fetter Prothonotary of the Court of Common Pleas in and for
the said County, do certify that the Honorable Daniel Lee Howsare, PJ
by whom the foregoing attestation was made, and who has thereunto subscribed his name, was at the time of making thereof and
still is President Judge of the Court of Common Pleas, Orphans' Court and Court of Quarter Sessions of the Peace in and for
said County, duly commissioned and qualified; to all whose acts, as such, full faith and credit are and ought to be given, as well
in Courts of Judicature as elsewhere.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said
Court this 8th day of February

A. D. 2006

Cathy Fetter

Prothonotary
My Commission Expires
First Monday in January 2008

COPY OF JUDGMENT INDEX DOCKET ENTRIES

Defendant The American Outfitter Inc

Plaintiff Print Inc

No. 627 Year 2005

Date of Judgment 1-14-2005

Amount \$47,127.03

COPY OF ADSECTUM INDEX DOCKET ENTRIES

Plaintiff Print Inc

Defendant The American Outfitters Inc

No. 627 Year 2005

Date of Judgment 1-14-2005

Nature of Claim Complaint

Amount \$47,127.03

Commonwealth of Pennsylvania }
County of Bedford } ss:

I, Cathy Fetter Prothonotary of the Court of
Common Pleas in and for said County, do hereby certify that the foregoing is a full, true and correct
copy of the whole record of the case therein stated wherein _____

Print Inc

Plaintiff, and The American Outfitters Inc Defendant, so
full and entire as the same remains of record before the said Court at No. 627 of 2005

A. D. 19 _____

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, this 7th
day of February A. D. 2006

Cathy Fetter

My Commission Expires
First Monday in January 2008

I, Daniel Lee Howsare President Judge of the 57th Judicial District, composed of the
Court of Common Pleas, Orphans' Court and Court of Quarter Sessions of the Peace, do certify that Cathy Fetter

by whom the annexed record, certificate and attestation were made and given, and who, in his own
proper handwriting, thereunto subscribed his name and affixed the seal of the Court of Common Pleas of said County, was at
the time of so doing and now is Prothonotary in and for said County of Bedford, in the Commonwealth of Pennsylvania, duly
commissioned and qualified; to all of whose acts, as such, full faith and credit are and ought to be given, as well in Courts of
Judicature as elsewhere, and that the said record, certificate and attestation are in due form of law and made by the proper
officers.

Daniel Lee Howsare

President Judge.

Commonwealth of Pennsylvania }
County of Bedford } ss:

I, Cathy Fetter Prothonotary of the Court of Common Pleas in and for

the said County, do certify that the Honorable Daniel Lee Howsare, PJ
by whom the foregoing attestation was made, and who has thereunto subscribed his name, was at the time of making thereof and
still is President Judge of the Court of Common Pleas, Orphans' Court and Court of Quarter Sessions of the Peace in and for
said County, duly commissioned and qualified; to all whose acts, as such, full faith and credit are and ought to be given, as well
in Courts of Judicature as elsewhere.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said
Court this 8th day of February

A. D. 2006

Cathy Fetter

Prothonotary
My Commission Expires
First Monday in January 2008

No. 627-2005, 19

Print Inc

versus:

The American Outfitter Inc

Exemplified Record

FROM BEDFORD COUNTY

Debt and Com. . . . \$ 47,127.03

Int. from		
Costs	\$	120.50
Pro	\$	15.00

Entered and filed , 19

Prothonotary.

AMONG THE RECORDS AND PROCEEDINGS enrolled in the Court of Common Pleas in and for the County of Bedford in the Commonwealth of Pennsylvania, to No. 627-2005

19 _____, is contained the following:

COPY OF CONTINUANCE DOCKET ENTRY

COPY OF JUDGMENT INDEX DOCKET ENTRIES

Defendant The American Outfitter Inc

Plaintiff Print Inc

No. 627 Year 2005

Date of Judgment 1-14-2005

Amount \$47,127.03

COPY OF ADSECTUM INDEX DOCKET ENTRIES

Plaintiff Print Inc

Defendant The American Outfitters Inc

No. 627 Year 2005

Date of Judgment 1-14-2005

Nature of Claim Complaint

Amount \$47,127.03

Cover Sheet

Case No 2005-00627

Plaintiff:
PRINT INC

** (VS) **

Defendant:
THE AMERICAN OUTFITTERS INC

Case No 2005-00627
PRINT INC (VS) THE AMERICAN OUTFITTERS INCDate
Filed

- - - - - FIRST ENTRY - - - - -

- 1 7/13/05 COMPLAINT IN CIVIL ACTION FILED WITH NOTICE BY JAMES R. APPLE, ESQ. ATTY FOR PLFF SAME DAY, COPIES MARKED FILED AND FORWARDED TO SHERIFFS OFFICE FOR SERVICE
- 2 8/01/05 SHERIFF'S RETURN: REGULAR A COMPLAINT WAS SERVED UPON AMERICAN OUTFITTERS ON JULY 28, 2005 AT 9:55 AM BY HANDING TO DAVID TURKOVICH OWNER BY THE SHERIFF'S DEPARTMENT
- 3 11/14/05 PRAECIPE FOR DEFAULT JUDGMENT \$47,127.03 JUDGMENT IS ENTERED AGAINST THE DEFENDANT(S) IN DEFAULT OF AN ANSWER IN THE AMOUNT OF \$47,127.03 PLUS COSTS. PER PRAECIPE FOR DEFAULT JUDGMENT FILED BY JAMES R APPLE, ESQUIRE, ATTY. FOR PLFF
- 4 1/14/05 NOTICE OF ENTRY OF JUDGMENT MAILED TO DEFENDANTS LAST KNOWN MAILING ADDRESS BY REGULAR MAIL.

- - - - - LAST ENTRY - - - - -

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

PRINT, INC.

NO. *06-273-CD*
IN CIVIL ACTION

Plaintiff(s)

-vs-

THE AMERICAN OUTFITTERS, INC.

Defendant(s)

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff Defendant Garnishee

You are hereby notified that the following Order or Judgment was entered against you on _____.

Assumpsit Judgment in the amount of \$47,127.03, plus costs.

Trespass Judgment in the amount of \$_____.

If not satisfied within sixty (60) days, your motor vehicle operator's license and/or registration will be suspended by the Dept. of Transportation, Bureau of Traffic Safety, Harrisburg, PA.

Entry of Judgment

Court Order
 Non-Pros
 Confession
 Default
 Verdict
 Arbitration Award
 Other

American Outfitters
5202 Business 220
Bedford, PA 15522

PROTHONOTARY

By: 
Prothonotary (or Deputy)

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
STATEMENT OF JUDGMENT

CCAY

Print, Inc.
Plaintiff(s)

No.: 2006-00273-CD

Real Debt: \$47,127.03

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

American Outfitters, Inc.
Defendant(s)

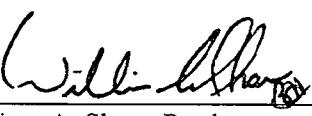
Entry: \$20.00

Instrument: Transfer Judgment

Date of Entry: February 21, 2006

Expires: February 21, 2011

Certified from the record this 21st day of February, 2006.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

PRINT, INC.

NO. 06-273-CD
IN CIVIL ACTION

Plaintiff(s)

-vs-

THE AMERICAN OUTFITTERS, INC.

Defendant(s)

PRAECIPE FOR WRIT
OF EXECUTION

CODE-
FILED OF BEHALF OF
PLAINTIFF

COUNSEL OF RECORD
FOR THIS PARTY:

James R. Apple, Esq.
PA I.D. No. 37942
Charles F. Bennett, Esq.
PA I.D. No. 30541
Joel E. Hausman, Esq.
PA I.D. No. 42096
APPLE AND APPLE, P.C.
Firm No. 719
4650 Baum Boulevard
Pittsburgh, PA 15213
Telephone: 412-682-1466
Fax: 412-682-3138

FILED
m 11 17 2006
FEB 21 2006
1cc@lewint
to Staff
Atty pd 20.00
William A. Shaw
Prothonotary/Clerk of Courts
(610)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

PRINT, INC.

NO.
IN CIVIL ACTION

Plaintiff(s)

-vs-

THE AMERICAN OUTFITTERS, INC.

Defendant(s)

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Kindly issue the Writ of Execution in the above-captioned matter...

- (1) directed to the Sheriff of **Clearfield** County;
- (2) against Defendant(s) **American Outfitters**
- (3) against Garnishee(s) **Clearfield Bank & Trust**
- (4) Judgment: \$47,127.03

Interest from November 15, 2005 to February 15, 2006
On \$47,127.03

Amount of Interest	\$697.22
Payments	\$
SUBTOTAL	\$47,824.25

Costs (to be added by Prothonotary) \$ 40.00

APPLE AND APPLE, P.C.

Dated:

1/17/06

By:



**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

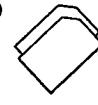
Print, Inc.

Vs.

NO.: 2006-00273-CD

American Outfitters, Inc.

Clearfield Bank & Trust
Garnishee



COPY

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due PRINT, INC., Plaintiff(s) from AMERICAN OUTFITTERS, INC., Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
Personal Property
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:
Clearfield Bank & Trust
Garnishee(s) as follows:
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL:.....\$47,127.03
INTEREST from Nov. 15, 2005 to
Feb. 15, 2006 on \$47,127.03:.....\$697.22
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 02/21/2006

PAID: \$40.00
SHERIFF: \$
OTHER COSTS: \$

William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Requesting Party: James R. Apple, Esq.
4650 Baum Boulevard
Pittsburgh, PA 15213
(412) 682-1466

Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20289
NO: 06-273-CD

PLAINTIFF: PRINT, INC.

VS.

DEFENDANT: AMERICAN OUTFITTERS, INC.

Execution INTERROGATORIES TO GARINISHEE

SHERIFF RETURN

DATE RECEIVED WRIT: 02/21/2006

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO AND AMOUNT

SOLD TOTAL AMOUNT PLUS COSTS

WRIT RETURNED 03/08/2006

SERVICES

03/01/2006 @ 9:13 AM SERVED CLEARFIELD BANK & TRUST COMPANY

SERVED CB&T COMPANY, GARNISHEE, BY HANDING TO DONNA WOODLING, ELECTRONIC BANKER AT CB&T COMPANY, AT HER PLACE OF EMPLOYMENT CB&T COMPANY 11 NORTH 2ND STREET, CLEARFIELD,

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM / HER THE CONTENTS THEREOF.

FILED

01/30/06
MAR 08 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20289
NO: 06-273-CD

PLAINTIFF: PRINT, INC.

VS.

DEFENDANT: AMERICAN OUTFITTERS, INC.

Execution INTERROGATORIES TO GARINISHEE

SHERIFF RETURN

SHERIFF HAWKINS \$20.39

SURCHARGE \$10.00 PAID BY ATTORNEY

So Answers,


By Cynthia Butler-Angelina
Chester A. Hawkins
Sheriff

WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW

Print, Inc.

Vs.

NO.: 2006-00273-CD

American Outfitters, Inc.

Clearfield Bank & Trust
Garnishee

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due PRINT, INC., Plaintiff(s) from AMERICAN OUTFITTERS, INC., Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
Personal Property
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:
Clearfield Bank & Trust
Garnishee(s) as follows:
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL:.....\$47,127.03

PAID: \$40.00

INTEREST from Nov. 15, 2005 to

SHERIFF: \$

Feb. 15, 2006 on \$47,127.03:.....\$697.22

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 02/21/2006



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 21st day
of February A.D. 2006
At 3:15 A.M./P.M.

Requesting Party: James R. Apple, Esq.
4650 Baum Boulevard
Pittsburgh, PA 15213
(412) 682-1466

Chesler A. Newkirk
Sheriff by Cynthia Butler-Caylenbach

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PRINT, INC.,

: CIVIL DIVISION

Plaintiff,

: NO. 06-273-CD

vs.

THE AMERICAN OUTFITTERS,
INC.,

: TYPE OF DOCUMENT:

Defendant,

: ANSWER AND NEW MATTER OF
CLEARFIELD BANK & TRUST
COMPANY, GARNISHEE

and

: Filed on Behalf of Garnishee
Counsel of Record for Garnishee

CLEARFIELD BANK & TRUST
COMPANY,

: Gilbert E. Caroff, Esquire
PA I.D. #05916

Garnishee.

: Suzann M. Lehmier, Esquire
PA I.D. #78127

: Caroff, Raptosh & Lehmier
227 Franklin Street, Suite 310
Johnstown, PA 15901
(814) 535-7817

FILED
03/21/2006
MAR 21 2006
CBOT
W.A. Shaw
Prothonotary/Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PRINT, INC.,

Plaintiff,

vs.

THE AMERICAN OUTFITTERS,
INC.,

Defendant,

and

CLEARFIELD BANK & TRUST
COMPANY,

Garnishee.

CIVIL DIVISION

NO. 06-273-CD

TYPE OF DOCUMENT:

ANSWER AND NEW MATTER OF
CLEARFIELD BANK & TRUST
COMPANY, GARNISHEE

Filed on Behalf of Garnishee

Counsel of Record for Garnishee

Gilbert E. Caroff, Esquire
PA I.D. #05916

Suzann M. Lehmier, Esquire
PA I.D. #78127

Caroff, Raptosh & Lehmier
227 Franklin Street, Suite 310
Johnstown, PA 15901
(814) 535-7817

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PRINT, INC., : CIVIL DIVISION
Plaintiff, : NO. 06-273-CD
vs. :
THE AMERICAN OUTFITTERS, :
INC., :
Defendant, :
and :
CLEARFIELD BANK & TRUST :
COMPANY, :
Garnishee. :
:

**ANSWER AND NEW MATTER OF
CLEARFIELD BANK & TRUST COMPANY, GARNISHEE**

AND, NOW, comes Clearfield Bank & Trust Company ("Bank"), garnishee in the above-captioned action, and, pursuant to Pa.R.C.P. No. 3145, submits the following:

1. No.
2. N/A
3. Yes.

4. The American Outfitters, Inc.
Account No. 11007206
Balance as of 3/1/06 = \$82,689.40

- The American Outfitters, Inc.
Account No. 11007192
Balance as of 3/1/06 = \$7,000.63

5. No.
6. N/A
7. No.
8. N/A
9. No.
10. N/A
11. No.

NEW MATTER

12. Bank, garnishee above named, has in its possession or control no indebtedness due to or other property of the debtor, The American Outfitters, Inc., defendant above named, except such as has been admitted by the foregoing Answer.

13. Bank, as garnishee, claims the sum of \$50.00, as a search fee, its standard charge for retrieving the information needed to respond to the Interrogatories in Attachment.

14. Bank, as garnishee, has incurred attorney's fees at the rate of \$150.00 per hour, and will continue to incur such fees, in responding to the above-captioned action.

15. By way of further response, Bank has a security interest in Defendant's deposit accounts, as set forth in a Security Agreement dated June 24, 2005 and related UCC-1 financing statement, both of which are attached hereto as Exhibit A and incorporated herein by reference.

16. By way of further response, Bank claims a banker's lien in the Defendant's deposit accounts.

17. Bank further exercises its right of set-off in Defendants' deposit accounts.

WHEREFORE, Bank, garnishee above named, demands an award of a search fee and reasonable counsel fees, as authorized by 42 Pa.C.S.A. Section 2503(3), to be taxed against Print, Inc., plaintiff above named, and The American Outfitters, Inc., defendant above named, and to be set-off against the judgment in garnishment in conformity with Pa.R.C.P. No. 3148(d). Bank further requests that the Interrogatories in Attachment be dismissed and that judgment be entered in its favor and against Defendant only.



Gilbert E. Caroff, Esquire (#05916)
Suzann M. Lehmier, Esquire (#78127)
Caroff, Raptosh & Lehmier
227 Franklin Street, Suite 310
Johnstown, PA 15901
(814) 535-7817

SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Security Agreement") is made this
24th day of June, 2005, between:

THE AMERICAN OUTFITTERS, INC. ("Debtor"), a business corporation formed pursuant to the laws of the Commonwealth of Pennsylvania, with offices at 5202 Business Route 220, Bedford, Pennsylvania 15522,

AND

CLEARFIELD BANK AND TRUST COMPANY ("Secured Party"), a banking association organized and existing under the laws of the Commonwealth of Pennsylvania.

This Security Agreement is entered into with respect to those three certain loans (the "Loans") to be made by Secured Party to Robert W. Turkovich, Sr. and Phyllis Turkovich, husband and wife, Robert W. Turkovich, Jr., David W. Turkovich and Erik M. Turkovich (collectively, "Borrower") pursuant to a First Amended and Restated Term Loan Agreement and those two (2) certain Term Loan Agreements (the "Loan Agreements") and that certain Guaranty (the "Guaranty") entered into between Debtor and Secured Party, all dated the same date as this Security Agreement.

Secured Party and Debtor agree as follows:

1. **Definitions.**

1.1 "Collateral." The Collateral shall consist of all of

the personal property of Debtor, wherever located, and now owned or hereafter acquired, including:

- (i) Goods (Inventory and Equipment);
- (ii) Accounts;
- (iii) Instruments, including Promissory Notes;
- (iv) Deposit Accounts;
- (v) General Intangibles;
- (vi) Fixtures;
- (vii) to the extent not listed above as original collateral, proceeds and products of the foregoing;.

1.2 "Obligations." This Security Agreement secures the following:

- (i) Debtor's obligations under the Guaranty and this Security Agreement;
- (ii) all of the Debtor's other present and future obligations to Secured Party;
- (iii) the repayment of (a) any amounts that Secured Party may advance or spend for the maintenance or preservation of the Collateral and (b) any other expenditures that Secured Party may make under the provisions of this Security Agreement or for the benefit of Debtor;
- (iv) all amounts owed under any modifications, renewals, or extensions of any of the foregoing obligations;

(v) all other amounts now or in the future owed by Debtor to Security Party; and

(vi) any of the foregoing that arises after the filing of a petition by or against the Debtor under the Bankruptcy Code, even if the obligations do not accrue because of the automatic stay under Bankruptcy Code Section 362 otherwise.

2. Grant of Security Interest. Debtor grants a security interest in the Collateral to Secured Party to secure the payment or performance of the Obligations.

3. Perfection of Security Interests.

3.1 Filing of financing statement.

(i) Debtor authorizes Secured Party to file a financing statement (the "Financing Statement") describing the Collateral.

(ii) Secured Party shall receive prior to the Closing an official report from the Secretary of State of each Collateral State, Chief Executive Office State, and the Debtor State (each as defined below) (the "SOS Reports") indicating that Secured Party's security interest is prior to all other security interests or other interests reflected in the report.

3.2 Possession.

(i) Debtor shall have possession of the Collateral, except where expressly otherwise provided in this Security Agreement or where Secured Party chooses to perfect its security

interest by possession in addition to the filing of a financing statement.

(ii) Where Collateral is in the possession of a third party, Debtor will join with Secured Party in notifying the third party of Secured Party's security interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Secured Party.

3.3 Control. Debtor will cooperate with Secured Party in obtaining control with respect to Collateral consisting of:

- (i) Deposit Accounts; and
- (ii) Instruments.

4. Post-Closing and Rights Concerning the Collateral.

4.1 Inspection. The parties to this Security Agreement may inspect any Collateral in the other party's possession, at any time upon reasonable notice.

4.2 Personal Property. The Collateral shall remain personal property at all times. Debtor shall not affix any of the Collateral to any real property in any manner which would change its nature from that of personal property to real property or to a fixture.

4.3 Secured Party's Collection Rights. Secured Party shall have the right at any time to enforce Debtor's rights against the account debtors and obligors.

4.4 Limitations on Obligations Concerning Maintenance of

Collateral.

(i) **Risk of Loss.** Debtor has the risk of loss of the Collateral.

(ii) **No Collection Obligation.** Secured Party has no duty to collect any income accruing on the Collateral or to preserve any rights relating to the Collateral.

4.5 No Disposition of Collateral. Secured Party does not authorize and Debtor agrees not to:

(i) make any sales or leases of any of the Collateral, except for finished goods;

(ii) license any of the Collateral; and

(iii) grant any other security interest in any of the Collateral.

5. Debtor's Representations and Warranties.

Debtor warrants and represents that:

5.1 Title to and transfer of Collateral. It has rights in or the power to transfer the Collateral and its title to the Collateral is free of all adverse claims, liens, security interests, and restrictions on transfer or pledge except as created by this Security Agreement or referred to herein.

5.2 Location of Collateral. All Collateral consisting of goods is located solely in the Collateral State identified in Exhibit A.

5.3 Location, State of Incorporation and, Name of Debtor.

Debtor's:

(i) chief executive office is located in the Chief Executive Office State identified in Exhibit A;

(ii) state of incorporation is the Debtor State identified in Exhibit A; and

(iii) exact legal name is as set forth in the first paragraph of this Security Agreement.

6. Debtor's Covenants.

Until the Obligations are paid in full, Debtor agrees that it will:

6.1 preserve its corporate existence and not, in one transaction or a series of related transactions, merge into or consolidate with any other entity, or sell all or substantially all of its assets;

6.2 not change the state where it is located; and

6.3 not change its corporate name without providing Secured Party with 30 days' prior written notice.

7. Events of Default.

The occurrence of any of the following shall, at the option of Secured Party, be an Event of Default:

7.1 An Event of Default occurs under the Loan Agreement or Borrower defaults in any of the other Obligations;

7.2 Debtor's failure to comply with any of the provisions of, or the incorrectness of any representation or warranty

contained in, this Security Agreement or in any of the other Obligations;

7.3 Transfer or disposition of any of the Collateral, except as expressly permitted by this Security Agreement;

7.4 Debtor voluntarily or involuntarily becoming subject to any proceeding under (a) the Bankruptcy Code or (b) any similar remedy under state statutory or common law;

7.5 Debtor shall fail to comply with, or become subject to any administrative or judicial proceeding under any federal, state, or local (a) hazardous waste or environmental law, (b) asset forfeiture or similar law which can result in the forfeiture of property, or (c) other law, where noncompliance may have any significant effect on the Collateral; or

7.6 Secured Party shall receive at any time following the Closing an SOS Report indicating that Secured Party's interest is not prior to all other security interests or other interests reflected in the report.

8. Default Costs.

8.1 Should an Event of Default occur, Debtor will pay to Secured Party all costs reasonably incurred by the Secured Party for the purpose of enforcing its rights hereunder, including:

- (i) costs of foreclosure;
- (ii) costs of obtaining money damages; and
- (iii) a reasonable fee for the services of

attorneys employed by Secured Party for any purpose related to this Security Agreement or the Obligations, including consultation, drafting documents, sending notices, or instituting, prosecuting, or defending litigation or arbitration.

9. Remedies Upon Default.

9.1 General. Upon any Event of Default, Secured Party may pursue any remedy available at law (including those available under the provisions of the UCC), or in equity to collect, enforce, or satisfy any Obligations then owing, whether by acceleration or otherwise.

9.2 Remedies. Upon any Event of Default, Secured Party shall have the right to pursue any of the following remedies separately, successively, or simultaneously:

(i) File suit and obtain judgment and, in conjunction with any action, Secured Party may seek any ancillary remedies provided by law, including levy of attachment and garnishment.

(ii) Take possession of any Collateral if not already in its possession without demand and without legal process. Upon Secured Party's demand, Debtor will assemble and make the Collateral available to Secured Party as they direct. Debtor grants to Secured Party the right, for this purpose, to enter into or on any premises where Collateral may be located.

(iii) Without taking possession, sell, lease, or

otherwise dispose of the Collateral at public or private sale in accordance with the UCC.

10. Foreclosure Procedures.

10.1 *No Waiver.* No delay or omission by Secured Party to exercise any right or remedy accruing upon any Event of Default shall: (a) impair any right or remedy, (b) waive any default or operate as an acquiescence to the Event of Default, or (c) affect any subsequent default of the same or of a different nature.

10.2 *Notices.* Secured Party shall give Debtor such notice of any private or public sale as may be required by the UCC.

10.3 *Condition of Collateral.* Secured Party has no obligations to clean-up or otherwise prepare the Collateral for sale.

10.4 *No Obligation to Pursue Others.* Secured Party has no obligation to attempt to satisfy the Obligations by collecting them from any other person liable for them and Secured Party may release, modify, or waive any collateral provided by any other person to secure any of the Obligations, all without affecting Secured Party's rights against Debtor. Debtor waives any right it may have to require Secured Party to pursue any third person for any of the Obligations.

10.5 *Compliance With Other Laws.* Secured Party may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will

not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

10.6 *Warranties.* Secured Party may sell the Collateral without giving any warranties as to the Collateral. Secured Party may specifically disclaim any warranties of title or the like. This procedure will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

10.7 *Sales on Credit.* If Secured Party sells any of the Collateral upon credit, Debtor will be credited only with payments actually made by the purchaser, received by Secured Party and applied to the indebtedness of the purchaser. In the event the purchaser fails to pay for the Collateral, Secured Party may resell the Collateral and Debtor shall be credited with the proceeds of the sale.

10.8 *Purchases by Secured Party.* In the event Secured Party purchases any of the Collateral being sold, Secured Party may pay for the Collateral by crediting some or all of the Obligations of the Debtor.

10.9 *No Marshaling.* Secured Party has no obligation to marshal any assets in favor of Debtor, or against or in payment of:

- (i) the Loan;
- (ii) any of the other Obligations; or
- (iii) any other obligation owed to Secured Party by Debtor or any other person.

11. **Miscellaneous.**

11.1 *Assignment.*

(i) *Binds Assignee.* This Security Agreement shall bind and shall inure to the benefit of the heirs, legatees, executors, administrators, successors and assigns of Secured Party and shall bind all persons who become bound as a debtor to this Security Agreement.

(ii) *No Assignment by Debtor.* Secured Party does not consent to any assignment by Debtor except as expressly provided in this Security Agreement.

(iii) *Secured Party Assignments.* Secured Party may assign its rights and interests under this Security Agreement. If an assignment is made, Debtor shall render performance under this Security Agreement to the Assignee. Debtor waives and will not assert against any assignee any claims, defenses, or set-offs that Debtor could assert against Secured Party except defenses which cannot be waived.

11.2 *Severability.* Should any provision of this Security Agreement be found to be void, invalid, or unenforceable by a court or panel of arbitrators of competent jurisdiction, that finding shall only affect the provisions found to be void, invalid, or unenforceable and shall not affect the remaining provisions of this Security Agreement.

11.3 *Notices.* Any notices required by this Security

Agreement shall be deemed to be delivered when a record has been (a) deposited in any United States postal box if postage is prepaid, and the notice properly addressed to the intended recipient, (b) received by telecopy, (c) received through the internet, and (d) when personally delivered.

11.4 Headings. Section headings used in this Security Agreement are for convenience only. They are not a part of this Security Agreement and shall not be used in construing it.

11.5 Governing Law. This Security Agreement is being executed and delivered and is intended to be performed in the State of Pennsylvania and shall be construed and enforced in accordance with the laws of the State of Pennsylvania, except to the extent that the UCC provides for the law of the Debtor State.

11.6 Rules of Construction.

(i) No reference to "proceeds" in this Security Agreement authorizes any sale, transfer, or other disposition of the Collateral to Debtor.

(ii) "Includes" and "including" are not limiting.

(iii) "Or" is not exclusive.

(iv) "All" includes "any" and "any" includes "all."

(v) Terms not otherwise defined herein but defined in the Loan Agreement shall have the meanings set forth in the Loan Agreement.

11.7 Integration and Modifications.

(i) This Security Agreement is the entire agreement of the Debtor and Secured Party concerning its subject matter.

(ii) Any modification to this Security Agreement must be made in writing and signed by the party adversely affected.

11.8 *Waiver.* Any party to this Security Agreement may waive the enforcement of any provision to the extent the provision is for its benefit.

11.9 *Further Assurances.* Debtor agrees to execute any further documents, and to take any further actions, reasonably requested by Secured Party to evidence or perfect the security interest granted herein, to maintain the first priority of the security interests, or to effectuate the rights granted to Secured Party herein.

The parties have signed this Security Agreement as of the day and year first above written at Johnstown, Pennsylvania.

DEBTOR:

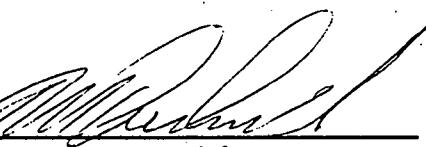
ATTEST

Phyllis E. Juhosch

pls.

Title

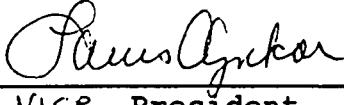
THE AMERICAN OUTFITTERS, INC.

By: 

President

SECURED PARTY

CLEARFILED BANK AND TRUST COMPANY

By: 

Vice President

EXHIBIT A

Collateral State: Pennsylvania

Chief Executive Office State: Pennsylvania

Debtor State: Pennsylvania

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Gilbert E. Caroff, Esquire
 227 Franklin Street, Suite 310
 Johnstown, PA 15901

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		1b. INDIVIDUAL'S LAST NAME			FIRST NAME		MIDDLE NAME		SUFFIX		
The American Outfitters, Inc.											
1c. MAILING ADDRESS		5202 Business Route 220 South			CITY		STATE	POSTAL CODE	COUNTRY		
					Bedford		PA	15522	US		
1d. SEE INSTRUCTIONS		ADDITIONAL INFORMATION ORGANIZATION DEBTOR		1e. TYPE OF ORGANIZATION		1f. JURISDICTION OF ORGANIZATION		1g. ORGANIZATIONAL ID #, if any		<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		2b. INDIVIDUAL'S LAST NAME			FIRST NAME		MIDDLE NAME		SUFFIX		
2c. MAILING ADDRESS					CITY		STATE	POSTAL CODE	COUNTRY		
2d. SEE INSTRUCTIONS		ADDITIONAL INFORMATION 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 ASSIGNMENT(S)) - insert only ~~one~~ secured party name (3a or 3b)

3a. ORGANIZATION'S NAME		3b. INDIVIDUAL'S LAST NAME			FIRST NAME		MIDDLE NAME		SUFFIX	
Clearfield Bank & Trust Company										
3c. MAILING ADDRESS		11 North Second Street, P. O. Box 171			CITY		STATE	POSTAL CODE	COUNTRY	
					Clearfield		PA	16830	US	

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit A attached hereto (1 sheet)

5. ALTERNATIVE DESIGNATION (if applicable):		LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS <small>or other appropriate record</small>		7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) <small>for additional fees</small>			<input type="checkbox"/> Ad Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2		

8. OPTIONAL FILER REFERENCE DATA

EXHIBIT A

Debtor has granted to Secured Party a security interest in Debtor's property described as follows:

All of the Debtor's present and future:

- (i) Accounts, Fixtures, General Intangibles and Goods; and
- (ii) the Deposit Accounts.

As used herein the terms Accounts, Fixtures, General Intangibles, Goods and Deposit Accounts shall have the meanings set forth below:

"Accounts" shall mean accounts (as the term "accounts" is defined and/or used in Division 9 of the UCC), including without being limited to credit card receivables.

"Deposit Accounts" shall mean deposit accounts as the term "deposit accounts" is defined in Division 9 of the UCC.

"Fixtures" shall mean fixtures as the term "fixtures" is defined and/or used in Division 9 of the UCC.

"General Intangibles" shall mean general intangibles, as the term "general intangibles" is defined and/or used in Division 9 of the UCC.

"Goods" shall mean goods, including but not limited to inventory and equipment, as the terms "goods" is defined and/or used in Division 9 of the UCC.

and in the proceeds and products of any and all of the foregoing.

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :
:

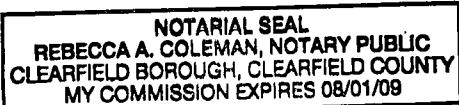
Before me, the undersigned officer, there appeared Louis Cynkar, who being duly sworn according to law, deposes and says that he is a Vice President of Clearfield Bank & Trust Company, a Pennsylvania banking corporation, garnishee herein; that he is authorized to make this Affidavit, that he is familiar with the facts averred in the foregoing Answer and New Matter and that they are true and correct to the best of his knowledge, information and belief.



Louis Cynkar
Title: Vice-President

Sworn to and subscribed
before me this 21st day
of March, 2006.

Rebecca A. Coleman
Notary Public



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PRINT, INC., :
Plaintiff, : CIVIL DIVISION
vs. : NO. 06-273-CD
THE AMERICAN OUTFITTERS, :
INC., :
Defendant, :
and :
CLEARFIELD BANK & TRUST :
COMPANY, :
Garnishee. :
:

CERTIFICATE OF SERVICE

A copy of the foregoing was served upon each of the persons named below as follows:

(a) by first class mail in conformity with Pa.R.C.P. No. 440 addressed to the following:

James R. Apple, Esquire
Apple and Apple, P.C.
4650 Baum Blvd.
Pittsburgh, Pennsylvania 15213
Attorney for Plaintiff

(b) by certified mail in conformity with Pa.R.C.P. No. 3140 addressed to the following:

The American Outfitters, Inc.
5202 Business Route 220
Bedford, PA 15522
Defendant

Dated: March 21, 2006



Attorney for Garnishee