

sole right of the Term Loan Collateral Agent and the Term Loan Secured Parties with respect to the Common Collateral is to hold a Lien on the Common Collateral in respect of the applicable Term Loan Obligations pursuant to the Term Loan Documents, as applicable, for the period and to the extent granted therein and to receive a share of the proceeds thereof, if any, after the Discharge of ABL Obligations has occurred.

(c) Subject to the proviso in Section 3.1(a), (i) the Term Loan Collateral Agent, for itself and on behalf of each Term Loan Secured Party, agrees that none of the Term Loan Collateral Agent or any Term Loan Secured Party will take any action that would hinder, delay or impede any exercise of remedies undertaken by the ABL Collateral Agent or the ABL Secured Parties with respect to the Common Collateral, including any sale, lease, exchange, transfer or other disposition of the Common Collateral, whether by foreclosure or otherwise, and (ii) the Term Loan Collateral Agent, for itself and on behalf of each Term Loan Secured Party,

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hereby waives any and all rights it or any Term Loan Secured Party may have as a junior lien creditor, including, but not limited to, any rights to “adequate protection,” as such term is defined in Section 3(b) of the Bankruptcy Code, in any Insolvency or Liquidation Proceeding or otherwise to object to the manner or order in which the ABL Collateral Agent or the ABL Secured Parties seek to enforce or collect the ABL Obligations or the Liens granted in any of the Common Collateral, regardless of whether any action or failure to act by or on behalf of the ABL Collateral Agent or ABL Secured Parties is adverse to the interests of the Term Loan Secured Parties.

(d) The Term Loan Collateral Agent and each Term Loan Secured Party hereby acknowledge and agree that no covenant, agreement or restriction contained in any applicable Term Loan Document shall be deemed to restrict in any way the rights and remedies of the ABL Collateral Agent or the ABL Secured Parties with respect to the Common Collateral as set forth in this Agreement and the ABL Documents.

(e) So long as the Discharge of ABL Obligations has not occurred, the Term Loan Collateral Agent, on behalf of itself and the applicable Term Loan Secured Parties, agrees not to assert and hereby waives, to the fullest extent permitted by law, any right to demand, request, plead or otherwise assert or otherwise claim the benefit of, any marshalling, appraisal, valuation or other similar right that may otherwise be available under any applicable law, including, but not limited to, the Bankruptcy Code or other Bankruptcy Law, with respect to the Common Collateral or any other similar rights a junior secured creditor may have under such applicable law.

3.2. Cooperation. Subject to the proviso in Section 3.1(a), the Term Loan Collateral Agent, on behalf of itself and each applicable Term Loan Secured Party, agrees that, unless and until the Discharge of ABL Obligations has occurred, it will not commence, or join with any Person (other than the ABL Secured Parties and the ABL Collateral Agent upon the request thereof) in commencing, any enforcement, collection, execution, levy or foreclosure action or proceeding with respect to any Lien held by it in the Common Collateral.

3.3. Actions Upon Breach. If any Term Loan Secured Party, in contravention of the terms of this Agreement, in any way takes, attempts to take, or threatens to take any action with respect to the Common Collateral (including, without limitation, any attempt to realize upon or enforce any remedy with respect to this Agreement) or fail to take any action required by this Agreement, this Agreement shall create a conclusive presumption and admission by such Term Loan Secured Party that relief against such Term Loan Secured Party sought by the ABL Secured Parties, whether by injunction, specific performance, and/or any other equitable or other relief, is necessary to prevent irreparable harm to the ABL Secured Parties, it being understood and agreed by each Term Loan Collateral Agent on behalf of each applicable Term Loan Secured Party that (i) the ABL Secured Parties’ damages from its actions may at that time be difficult to ascertain and may be irreparable and (ii) each Term Loan Secured Party waives any defense that the Grantors and/or the ABL Secured Parties cannot demonstrate damage and/or can be made whole by the awarding of damages.

SECTION 4. Payments.

4.1. Application of Proceeds. So long as the Discharge of ABL Obligations has not occurred, the Common Collateral or proceeds thereof received in connection with the sale or other disposition of, or collection on, such Common Collateral upon the exercise of remedies as a secured party, shall be applied by the ABL Collateral Agent to the ABL Obligations in such order as specified in the relevant ABL Documents unless and until the Discharge of ABL Obligations has occurred. Upon the Discharge of ABL Obligations, subject to Section 5.6 hereof, the ABL Collateral Agent shall deliver promptly to the Term Loan Collateral Agent any Common Collateral or proceeds thereof held by it in the same form as received, with any necessary endorsements or as a court of competent jurisdiction may otherwise direct.

4.2. Payments Over. Any Common Collateral or proceeds thereof received by the Term Loan Collateral Agent or any Term Loan Secured Party in connection with the exercise of any right or remedy (including, but not limited to, setoff, recoupment, or credit bid) or in any Insolvency or Liquidation Proceeding relating to the Common Collateral not expressly permitted by this Agreement or prior to the Discharge of ABL Obligations, shall be segregated and held in trust for the benefit of and forthwith paid over to the ABL Collateral Agent (and/or its designees) for the benefit of the ABL Secured Parties in the same form as received, with any necessary endorsements or as a court of competent jurisdiction may otherwise direct. The ABL Collateral Agent is hereby authorized to make any such endorsements as agent for the Term Loan Collateral Agent or any such Term Loan Secured Party. Such authorization is coupled with an interest and is irrevocable.

4.3. Access to Information. The Term Loan Collateral Agent and each Grantor hereby grants (to the full extent of their respective rights and interests) the ABL Collateral Agent and its agents, representatives and designees (a) a royalty free, rent free non-exclusive license and lease to use all of the Non-Common Collateral constituting trademarks, to complete the sale of inventory and (b) a royalty free non-exclusive license (which will be binding on any successor or assignee of the trademarks) to use any and all such trademarks, in each case, at any time in connection with any enforcement of the ABL Collateral Agent's liens on the Common Collateral; provided, however, the royalty free, rent free non-exclusive license and lease granted in clause (a) shall immediately expire upon the sale, lease, transfer or other disposition of all such Common Collateral.

SECTION 5. Other Agreements.

5.1. Releases.

(a) If, at any time any Grantor or any ABL Secured Party delivers notice to the Term Loan Collateral Agent with respect to any specified Common Collateral (including for such purpose, in the case of the sale or other disposition of all or substantially all of the equity interests in any Subsidiary, any Common Collateral held by such Subsidiary or any direct or indirect Subsidiary thereof) that:

(A) such specified Common Collateral has been or is being sold, transferred or otherwise disposed of in connection with a disposition by the owner of such Common Collateral in a transaction permitted under the ABL Credit Agreement; or

(B) the First Priority Liens thereon have been or are being released in connection with a Subsidiary that is released from its guarantee under the ABL Credit Agreement; or

(C) the First Priority Liens thereon have been or are being otherwise released as permitted by the ABL Credit Agreement or by the ABL Collateral Agent on behalf of the ABL Secured Parties (including in connection with a foreclosure of, or any other exercise of remedies with respect to, Common Collateral by the ABL Secured),

then the Second Liens upon such Common Collateral will automatically be released and discharged as and when, but only to the extent, such Liens on such Common Collateral securing ABL Obligations are released and discharged (provided that the Liens on any Common Collateral disposed of in connection with the satisfaction in whole or in part of ABL Obligations shall be automatically released but any proceeds thereof not used for purposes of the Discharge of ABL Obligations or otherwise in accordance with the Term Loan Credit Agreement shall be subject to Second Liens and shall be applied pursuant to Section 4.1). Upon delivery to the Term Loan Collateral Agent of a notice from the ABL Collateral Agent stating that any such release of Liens securing or supporting the ABL Obligations has become effective (or shall become effective upon the Term Loan Collateral Agent's release), the Term Loan Collateral Agent will promptly, at the Company's expense, execute and deliver such instruments, releases, termination statements or other documents confirming such release on customary terms, which instruments, releases and termination statements shall be substantially identical to the comparable instruments, releases and termination statements executed by the ABL Collateral Agent in connection with such release.

(b) The Term Loan Collateral Agent, for itself and on behalf of each Term Loan Secured Party, hereby irrevocably constitutes and appoints the ABL Collateral Agent and any officer or agent of the ABL Collateral Agent, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Term Loan Collateral Agent or such holder or in the ABL Collateral Agent's own name, from time to time in the ABL Collateral Agent's discretion, for the purpose of carrying out the terms of this Section 5.1, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purposes of this Section 5.1, including any termination statements, endorsements or other instruments of transfer or release. This authorization is coupled with an interest and is irrevocable until such time as this Agreement is terminated in accordance with its terms.

(c) Unless and until the Discharge of ABL Obligations has occurred, the Term Loan Collateral Agent for itself and on behalf of each Term Loan Secured Party, hereby consents to the application, whether prior to or after a default, of proceeds of Common Collateral to the payment of ABL Obligations pursuant to the ABL Documents.

5.2. Insurance. Unless and until the Discharge of ABL Obligations has occurred, the ABL Collateral Agent and the ABL Secured Parties shall have the sole and exclusive right, to the extent permitted by the ABL Documents and subject to the rights of the Grantors thereunder, to adjust settlement for any insurance policy covering the Common Collateral in the event of any loss thereunder and to approve any award granted in any condemnation or similar proceeding affecting the Common Collateral. Unless and until the Discharge of ABL Obligations has occurred, all proceeds of any such policy and any such award if in respect of the Common Collateral shall be paid (a) first, until to the

occurrence of the Discharge of ABL Obligations, to the ABL Collateral Agent for the benefit of ABL Secured Parties pursuant to the terms of the ABL Documents, (b) second, after the occurrence of the Discharge of ABL Obligations, to the Term Loan Collateral Agent for the benefit of the Term Loan Secured Parties pursuant to the terms of the applicable Term Loan Documents and (c) third, if no Term Loan Obligations are outstanding, to the owner of the subject property, such other person as may be entitled thereto or as a court of competent jurisdiction may otherwise direct. If the Term Loan Collateral Agent or any Term Loan Secured Party shall, at any time, receive any proceeds of any such insurance policy or any such award in contravention of this Agreement, such proceeds shall be segregated and held in trust for the benefit of the ABL Collateral Agent for the benefit of the ABL Secured Parties and it shall forthwith pay such proceeds over to the ABL Collateral Agent in accordance with the terms of Section 4.2.

5.3. Amendments to Documents. So long as the Discharge of ABL Obligations has not occurred, without the prior written consent of the ABL Collateral Agent, no Term Loan Security Document may be amended, supplemented or otherwise modified or entered into to the extent any such amendment, supplement or modification would be prohibited or inconsistent with any of the terms of this Agreement. The Term Loan Collateral Agent agrees that each Term Loan Security Document shall include the following language (or language to similar effect approved by the ABL Collateral Agent):

“Notwithstanding anything herein to the contrary, the lien and security interest granted to the Agent pursuant to this Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the limitations and provisions of the ABL Intercreditor Agreement, dated as of January 28, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “**ABL Intercreditor Agreement**”) among JPMorgan Chase Bank, National Association, as ABL Collateral Agent, JPMorgan Chase Bank, National Association, as Term Loan Collateral Agent, and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the ABL Intercreditor Agreement and the terms of this Agreement governing the exercise of any right or remedy by the Term Loan Collateral Agent, the terms of the ABL Intercreditor Agreement shall govern and control.”

In addition, the Term Loan Collateral Agent, on behalf of the Term Loan Secured Parties, agrees that each mortgage, if applicable, covering any Common Collateral shall contain such other language as the ABL Collateral Agent may reasonably request to reflect the subordination of such mortgage to the ABL Document covering such Common Collateral.

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5.4. Rights as Unsecured Creditors. Except as otherwise expressly set forth in, or barred by, this Agreement, the Term Loan Collateral Agent and the Term Loan Secured Parties may exercise their rights and remedies, if any, as an unsecured creditor against the Company or any Grantor that has guaranteed the Term Loan Obligations in accordance with the terms of the applicable Term Loan Documents and applicable law. Nothing in this Agreement shall prohibit the receipt by the Term Loan Collateral Agent or any Term Loan Secured Party of required payments of interest and principal so long as such receipt is not the direct or indirect result of the exercise by the Term Loan Collateral Agent or any Term Loan Secured Party of rights or remedies as a secured creditor in respect of Common Collateral or enforcement in contravention of this Agreement of any Lien on the Common Collateral in respect of Term Loan Obligations held by any of them or in any Insolvency or Liquidation Proceeding. In the event the Term Loan Collateral Agent or any Term Loan Secured Party becomes a judgment lien creditor or other secured creditor in respect of Common Collateral, as a result of its enforcement of its rights as an unsecured creditor in respect of Term Loan Obligations or otherwise, such judgment Lien or any other Lien shall be (i) subordinated to the Liens securing ABL Obligations on the same basis as the other Liens securing the Term Loan Obligations are so subordinated to the First Priority Liens securing ABL Obligations under this Agreement, and (ii) otherwise subject to the terms of this Agreement for all purposes to the same extent as all other Liens on Common Collateral securing the Term Loan Obligations are

subject to this Agreement. Nothing in this Agreement impairs, shall be construed to impair, or otherwise adversely affects any rights or remedies the ABL Collateral Agent or the ABL Secured Parties may have with respect to the Common Collateral.

5.5. ABL Collateral Agent as Gratuitous Bailee for Perfection.

(a) The ABL Collateral Agent agrees to hold the Control Collateral in its possession or control (within the meaning of the UCC) (or in the possession or control of its agents or bailees) for the benefit and on behalf of the Term Loan Collateral Agent for the benefit of each Term Loan Secured Party and any assignee thereof solely for the purpose of perfecting by possession or control the security interest granted in such Control Collateral pursuant to the Term Loan Security Documents, subject to the terms and conditions of this Section 5.5.

(b) In furtherance of this Section 5.5, with respect to each deposit account or securities account that is subject to control agreement in favor of the ABL Collateral Agent (including any such agreement existing on the date hereof), the ABL Collateral Agent agrees to act as agent of the Term Loan Collateral Agent and Term Loan Secured Parties under each such agreement for the purposes of perfecting the Term Loan Collateral Agent's security interests in such accounts by "control" (within the meaning of Section 9-314 of the UCC). In addition, with respect to each landlord waiver of liens and access agreement (including any such agreement existing on the date hereof), the ABL Collateral Agent agrees to act as agent of the Term Loan Collateral Agent and Term Loan Secured Parties under each such agreement. In furtherance of the foregoing, the Term Loan Collateral Agent on behalf of the Term Loan Secured Parties hereby appoints the ABL Collateral Agent as such Term Loan Collateral Agent's collateral agent under any control agreement and landlord waiver of liens and access agreement that the ABL Collateral Agent is a party to at any time with respect to control agreements solely for the purpose of perfecting the lien and security interest on the deposit accounts and securities accounts subject thereto, and the ABL Collateral Agent accepts such appointment. Each Grantor hereby grants to

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the ABL Collateral Agent for the benefit of the Term Loan Secured Parties a security interest in all deposit accounts and securities accounts as security for the Term Loan Obligations. Upon the Discharge of ABL Obligations, the ABL Collateral Agent shall cooperate with the Grantors and the Term Loan Collateral Agents in order to assign any Deposit Account Control Agreements and Securities Account Control Agreements to the Term Loan Collateral Agent.

(c) The ABL Collateral Agent shall have no obligation whatsoever to any Term Loan Secured Party to assure that the Control Collateral is genuine or owned by the Grantors, that its lien is valid or perfected or to protect or preserve rights or benefits of any Person or any rights pertaining to the Common Collateral except as expressly set forth in this Section 5.5(c). The duties or responsibilities of the ABL Collateral Agent under this Section 5.5(c) shall be limited solely to holding the Control Collateral as agent and/or gratuitous bailee for the benefit and on behalf of the Term Loan Collateral Agent and each Term Loan Secured Party for purposes of perfecting the Liens held by the Term Loan Secured Parties.

(d) The ABL Collateral Agent shall not have by reason of the Term Loan Documents or this Agreement or any other document a fiduciary relationship in respect of any Term Loan Collateral Agent or any Term Loan Secured Party, and each of the Term Loan Collateral Agent and the Term Loan Secured Parties hereby waive and release the ABL Collateral Agent from all claims and liabilities arising pursuant to the ABL Collateral Agent's role under this Section 5.5(d), as agent and gratuitous bailee with respect to the Common Collateral.

(e) Upon the Discharge of ABL Obligations, the ABL Collateral Agent shall upon Company's request (x) deliver to the Term Loan Collateral Agent written notice of the occurrence thereof (which notice may state that such Discharge of ABL Obligations is subject to the provisions of this Agreement, including without limitation Sections 5.6 and

6.3 hereof) it being understood that until the delivery of such notice to the Term Loan Collateral Agent, the Term Loan Collateral Agent shall not be charged with knowledge of the Discharge of ABL Obligations or required to take any actions based on such Discharge of ABL Obligations, (y) deliver to the Term Loan Collateral Agent, to the extent that it is legally permitted to do so, the remaining Control Collateral (if any) together with any necessary endorsements (or otherwise allow the Term Loan Collateral Agent to obtain control of such Control Collateral) or as a court of competent jurisdiction may otherwise direct and (z) cooperate with the Grantors and the Term Loan Collateral Agent in order to assign any control agreements to the Term Loan Collateral Agent. The ABL Collateral Agent has no obligation to follow instructions from the Term Loan Collateral Agent or any Term Loan Secured Party in contravention of this Agreement.

(f) Neither the ABL Collateral Agent nor any of the ABL Secured Parties shall be required to marshal any present or future collateral security for the Company's or any Grantor's obligations to the ABL Collateral Agent or the ABL Secured Parties under the ABL Credit Agreement or the ABL Documents or any assurance of payment in respect thereof or to resort to such collateral security or other assurances of payment in any particular order, and all of their rights in respect of such collateral security or any assurance of payment in respect thereof shall be cumulative and in addition to all other rights, however existing or arising.

5.6. No Release in Event of Reinstatement. If at any time in connection with or after the Discharge of ABL Obligations the Company either in connection therewith or

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thereafter enters into any Refinancing of any ABL Document evidencing an ABL Obligation, then such Discharge of ABL Obligations shall automatically be deemed not to have occurred for all purposes of this Agreement, the ABL Documents and the Term Loan Documents, and the obligations under such Refinancing shall automatically be treated as ABL Obligations for all purposes of this Agreement (a "**Reinstatement**"), including for purposes of the Lien priorities and rights in respect of Common Collateral set forth herein, and the related documents shall be treated as ABL Documents for all purposes of this Agreement and the ABL Collateral Agent under such Refinanced ABL Documents shall be the ABL Collateral Agent for all purposes of this Agreement. Upon receipt of a notice from the Company stating that the Company has entered into a new ABL Document (which notice shall include the identity of the new collateral agent, such agent, the "**New Agent**"), the Term Loan Collateral Agent shall promptly (at the expense of the Company) (a) enter into such documents and agreements (including amendments or supplements to this Agreement) as the Company or such New Agent shall reasonably request in order to confirm to the New Agent the rights contemplated hereby, in each case consistent in all material respects with the terms of this Agreement and (b) deliver to the New Agent the Control Collateral together with any necessary endorsements (or otherwise allow the New Agent to obtain possession or control of such Control Collateral). The Term Loan Collateral Agent shall not be charged with knowledge of such Reinstatement until it receives written notice from the ABL Collateral Agent, New Agent or the Company of the occurrence of such Reinstatement.

5.7. Additional Debt. The Company and the other applicable Grantors will be permitted to designate as an additional holder of Term Loan Obligations hereunder each Person who is, or who becomes or who is to become, the registered holder of any Additional Debt incurred by the Company or such Grantor after the date of this Agreement in accordance with the terms of all applicable ABL Documents and Term Loan Documents. Upon the issuance or incurrence of any such Additional Debt:

(a) The Company shall deliver to the Term Loan Collateral Agent and the ABL Collateral Agent an Officers' Certificate stating that the Company or such Grantor intends to enter into an Additional Debt Instrument and certifying that the issuance or incurrence of Additional Debt under such Additional Debt Instrument is permitted by each applicable ABL Documents and Term Loan Documents;

(b) the administrative agent or trustee and collateral agent for such Additional Debt shall execute and deliver to the Collateral Agents a joinder agreement to this Agreement in form and substance reasonably satisfactory to the ABL Collateral Agent and Term Loan Collateral Agent;

(c) the ABL Collateral Agent and the Term Collateral Agent shall promptly enter into such documents and agreements (including amendments or supplements to this ABL Intercreditor Agreement) as the Company or the administrative agent or trustee and collateral agent for such Additional Debt may reasonably request in order to provide to them the rights, remedies and powers and authorities contemplated hereby, in each consistent in all respects with the terms of this ABL Intercreditor Agreement.

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Notwithstanding the foregoing, nothing in this Agreement will be construed to allow the Company or any other Grantor to incur additional indebtedness unless otherwise permitted by the terms of each applicable ABL Document and Term Loan Document.

SECTION 6. Insolvency or Liquidation Proceedings.

6.1. DIP Financing.

(a) If the Company or any Grantor shall be subject to any Insolvency or Liquidation Proceeding at any time prior to the Discharge of ABL Obligations, and the ABL Collateral Agent or the ABL Secured Parties shall seek to provide the Company or any Grantor with, or consent to a third party providing, any financing under Section 364 of the Bankruptcy Code or consent to any order for the use of cash collateral constituting Common Collateral under Section 363 of the Bankruptcy Code (each, a “**DIP Financing**”), with such DIP Financing to be secured by all or any portion of the Common Collateral (including assets that, but for the application of Section 552 of the Bankruptcy Code would be Common Collateral) but not any other asset or any Non-Common Collateral, then the Term Loan Collateral Agent agrees that it will raise no objection and will not support any objection to such DIP Financing or use of cash collateral or to the Liens securing the same on the grounds of a failure to provide “adequate protection” for the Liens of the Term Loan Collateral Agent securing the Term Loan Obligations or on any other grounds (and will not request any adequate protection solely as a result of such DIP Financing or use of cash collateral that is Common Collateral, except as permitted by Section 6.3(b)), so long as (i) the Term Loan Collateral Agent retains its Lien on the Common Collateral to secure the Term Loan Obligations (in each case, including Proceeds thereof arising after the commencement of the case under the Bankruptcy Code), (ii) the terms of the DIP Financing do not compel the applicable Grantor to seek confirmation of a specific plan of reorganization for which all or substantially all of the material terms of such plan are set forth in the DIP Financing documentation or related document; and (iii) all Liens on Common Collateral securing any such DIP Financing shall be senior to or on a parity with the Liens of the ABL Collateral Agent and the ABL Secured Parties securing the ABL Obligations on Common Collateral; provided, however, that nothing contained in this Agreement shall prohibit or restrict the Term Loan Collateral Agent or Term Loan Secured Party from raising any objection or supporting any objection to (i) such DIP Financing or use of cash collateral or to the Liens securing the same on the grounds of a failure to provide “adequate protection” for the Liens of the Term Loan Collateral Agent on Non-Common Collateral securing the Term Loan Obligations or (ii) any financing under Section 364 of the Bankruptcy Code that would be secured by the Non-Common Collateral or any order for the use of cash collateral constituting Non-Common Collateral under Section 363 of the Bankruptcy Code.

(b) All Liens granted to the ABL Collateral Agent or the Term Loan Collateral Agent in any Insolvency or Liquidation Proceeding, whether as adequate protection or otherwise, are intended by the Parties to be and shall be deemed to be subject to the lien priority and the other terms and conditions of this Agreement.

6.2. Relief from Stay. The Term Loan Collateral Agent, on behalf of the Term Loan Secured Parties, agrees not to seek relief from the automatic stay or any other stay in any

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Insolvency or Liquidation Proceeding in respect of any portion of the Common Collateral without the ABL Collateral Agent's express written consent.

6.3. No Contest; Adequate Protection.

(a) The Term Loan Collateral Agent, on behalf of itself and the Term Loan Secured Parties, agrees that it shall not contest (or support any other Person contesting) (x) any request by the ABL Collateral Agent or any ABL Secured Party for adequate protection of its interest in the Common Collateral, (y) any objection by the ABL Collateral Agent or any ABL Secured Party to any motion, relief, action, or proceeding based on a claim by the ABL Collateral Agent or any ABL Secured Party that its interests in the Common Collateral are not adequately protected (or any other similar request under any law applicable to an Insolvency or Liquidation Proceeding), so long as any Liens granted to the ABL Collateral Agent as adequate protection of its interests are subject to this Agreement or (z) any lawful exercise by the ABL Collateral Agent or any ABL Secured Party of the right to credit bid ABL Obligations at any sale of Common Collateral or Common Collateral; provided, however, that nothing contained in this Agreement shall prohibit or restrict the Term Loan Collateral Agent or Term Loan Secured Party from contesting or challenging (or support any other Person contesting or challenging) any request by the ABL Collateral Agent or any ABL Secured Party for "adequate protection" (or the grant of any such "adequate protection") to the extent such "adequate protection" is in the form of a Lien on any Non-Common Collateral.

(b) Notwithstanding the foregoing provisions in this Section 6.3, in any Insolvency or Liquidation Proceeding, if the ABL Secured Parties (or any subset thereof) are granted adequate protection with respect to Common Collateral in the form of additional or replacement collateral (even if such collateral is not of a type which would otherwise have constituted Common Collateral) or a superpriority administrative claim, then the ABL Collateral Agent, on behalf of itself and the ABL Secured Parties, agrees that the Term Loan Collateral Agent, on behalf of itself and/or any of the Term Loan Secured Parties, may seek or request (and the ABL Secured Parties will not oppose such request) adequate protection with respect to its interests in such Common Collateral in the form of a Lien on the same additional or replacement collateral and/or a superpriority administrative claim, which Lien and/or superpriority administrative claim will be subordinated to the Liens securing, and/or superpriority administrative claims granted with respect to, the ABL Obligations, on the same basis as the other Liens of, and claims with respect to, such Term Loan Collateral Agent on the Common Collateral (it being understood that to the extent that any such additional or replacement collateral constituted Non-Common Collateral at the time it was granted to the ABL Secured Parties, the Lien thereon in favor of the ABL Secured Parties shall be subordinate in all respects to the Liens thereon in favor of the Term Loan Secured Parties).

(c) To the extent that the order of the Bankruptcy Court approving the DIP Financing or use of cash collateral provides that the ABL Secured Parties are entitled to receive adequate protection in the form of payments in the amount of current post-petition interest, incurred fees and expenses or other cash payments, or otherwise with the consent of the ABL Collateral Agent, then the Term Loan Collateral Agent and the Term Loan Secured Parties shall not be prohibited from seeking and obtaining adequate protection with respect to their interests in the Common Collateral in the form of such payments in the amount of current post-petition interest,

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incurred fees and expenses of other cash payments in the applicable Insolvency or Liquidation Proceeding.

(d) Nothing contained in this Agreement shall prohibit or restrict the Term Loan Collateral Agent or Term Loan Secured Party from seeking or obtaining “adequate protection” (or the grant of any such “adequate protection”) to the extent such “adequate protection” is with respect to its interests in the Non-Common Collateral.

6.4. Asset Sales. The Term Loan Collateral Agent agrees, on behalf of itself and the Term Loan Secured Parties, that it will not oppose any sale consented to by the ABL Collateral Agent of any Common Collateral pursuant to Section 363(f) of the Bankruptcy Code (or any similar provision under the law applicable to any Insolvency or Liquidation Proceeding) so long as the proceeds of such sale are applied in accordance with this Agreement; provided, however, that the Term Loan Secured Parties may assert any objection to any sale of any Common Collateral that could be asserted by an unsecured creditor (without limiting the foregoing, neither the Term Loan Collateral Agent nor any other Term Loan Secured Party may raise any objections based on rights afforded by Sections 363(e) and (f) of the Bankruptcy Code to secured creditors (or any comparable provisions of any other Bankruptcy Law) with respect to the Liens granted to such person in respect of such assets); and provided further, however, that the Term Loan Secured Parties are not deemed to have waived any rights to credit bid on the Common Collateral in any such sale or disposition in accordance with Section 363(k) of the Bankruptcy Code, so long as any such credit bid provides for the immediate payment in full in cash or other Discharge of ABL Obligations. Nothing contained in this Agreement shall prohibit or restrict the Term Loan Collateral Agent or Term Loan Secured Party from opposing any sale or other disposition of the Non-Common Collateral without its express written consent.

6.5. Separate Grants of Security and Separate Classification. Term Loan Collateral Agent, each Term Loan Secured Party, each ABL Secured Party and the ABL Collateral Agent each acknowledge and agree that (i) the grants of Liens pursuant to the ABL Security Documents on the one hand and the Term Loan Security Documents on the other hand constitute separate and distinct grants of Liens and the Term Loan Secured Parties’ claims against the Company and/or any Grantor in respect of Common Collateral constitute junior secured claims separate and apart (and of a different class) from the senior secured claims of the ABL Secured Parties against the Company and the Grantors in respect of Common Collateral and (ii) because of, among other things, their differing rights in the Common Collateral, the Term Loan Obligations are fundamentally different from the ABL Obligations and must be separately classified in any plan of reorganization proposed or adopted in an Insolvency or Liquidation Proceeding. To further effectuate the intent of the parties as provided in the immediately preceding sentence, if it is held that the claims of the ABL Secured Parties and any Term Loan Secured Parties in respect of the Common Collateral constitute only one secured claim (rather than separate classes of senior and junior secured claims), then the ABL Secured Parties and the Term Loan Secured Parties hereby acknowledge and agree that all distributions from the Common Collateral shall be made as if there were separate classes of ABL Obligation claims and Term Loan Obligation claims against the Grantors (with the effect being that, to the extent that the aggregate value of the Common Collateral is sufficient (for this purpose ignoring all claims held by the Term Loan Secured Parties), the ABL Secured Parties shall be entitled to receive, in addition to amounts dis-

tributed to them in respect of principal, pre-petition interest and other claims, all amounts owing in respect of post-petition interest at the relevant contract rate, before any distribution is made in respect of the claims held by the Term Loan Secured Parties from such Common Collateral, with the Term Loan Secured Parties hereby acknowledging and agreeing to turn over to the ABL Secured Parties amounts otherwise received or receivable by them from the Common Collateral to the extent necessary to effectuate the intent of this sentence, even if such turnover has the effect of reducing the aggregate recoveries. Nothing contained in this Agreement shall in any way compel the Term Loan Collateral Agent or Term Loan Secured Party to turn over any distribution they may receive from the Non-Common Collateral.

6.6. Enforceability. The provisions of this Agreement are intended to be and shall be enforceable under Section 510(a) of the Bankruptcy Code.

6.7. ABL Obligations Unconditional. All rights, interests, agreements and obligations of the ABL Collateral Agent and the ABL Secured Parties, and the Term Loan Collateral Agent and the Term Loan Secured Parties, respectively, hereunder shall remain in full force and effect irrespective of:

- (a) any lack of validity or enforceability of any ABL Documents or any Term Loan Documents or any setting aside or avoidance of any Lien;
- (b) any change in the time, manner or place of payment of, or in any other terms of, all or any of the ABL Obligations or Term Loan Obligations, or any amendment or waiver or other modification, including any increase in the amount thereof, whether by course of conduct or otherwise, of the terms of the ABL Credit Agreement or any other ABL Document or of the terms of the Term Loan Credit Agreement or any other Term Loan Document;
- (c) any exchange of any security interest in any Common Collateral or any other collateral, or any amendment, waiver or other modification, whether in writing or by course of conduct or otherwise, of all or any of the ABL Obligations or Term Loan Obligations or any guarantee thereof;
- (d) the commencement of any Insolvency or Liquidation Proceeding in respect of the Company or any other Grantor; or
- (e) any other circumstances that otherwise might constitute a defense (other than a defense that such obligations have in-fact been repaid) available to, or a discharge of, the Company or any other Grantor in respect of ABL Obligations or Term Loan Obligations in respect of this Agreement.

6.9. Post-Petition Interest.

(a) Neither the Term Loan Collateral Agent nor any Term Loan Secured Party shall oppose or seek to challenge any claim by the ABL Collateral Agent or any ABL Secured Party for allowance in any Insolvency or Liquidation Proceeding of ABL Obligations consisting of post-petition interest, fees, or expenses, without regard to or otherwise taking into account the existence of the Lien of the Term Loan Collateral Agent on behalf of the Term Loan Secured Parties on the Common Collateral.

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(b) Neither the ABL Collateral Agent nor any other ABL Secured Party shall oppose or seek to challenge any claim by the Term Loan Collateral Agent or any Term Loan Secured Party for allowance in any Insolvency or Liquidation Proceeding of Term Loan Obligations consisting of post-petition interest, fees, or expenses to the extent of the value of the Lien in favor of the Term Loan Secured Parties on the Common Collateral (after taking into account the Lien in favor of the ABL Secured Parties thereon).

(c) Nothing contained in this Agreement shall prohibit or restrict the Term Loan Collateral Agent or Term Loan Secured Party from seeking the allowance in any Insolvency or Liquidation Proceeding of Term Loan Obligations consisting of post-petition interest, fees, or expenses to the extent of the value of the Lien in favor of the Term Loan Secured Parties on the Non-Common Collateral, without regard to or otherwise taking into account the existence of any Lien of any other party, if any, on the Non-Common Collateral.

SECTION 7. Reliance; Waivers; etc.