

apply as of the date of such most recent supplement) and such representations and warranties shall survive the execution and delivery of this Agreement:

The name (within the meaning of Section 9-503 of the Code) and jurisdiction of organization of each Grantor is set forth on Schedule 7 (as such Schedule may be updated from time to time).

The chief executive office of each Grantor is located at the address indicated on Schedule 7 (as such Schedule may be updated from time to time).

Each Grantor's tax identification numbers and organizational identification numbers, if any, are identified on Schedule 7 (as such Schedule may be updated from time to time).

As of the Closing Date, no Grantor holds any Commercial Tort Claim with a value (as reasonably determined by the Lead Borrower) that exceeds \$1,000,000 in amount, except as set forth on Schedule 1.

Set forth on Schedule 9 (as such Schedule may be updated from time to time) is a listing of all of Grantors' Deposit Accounts and Securities Accounts constituting Collateral, including, with respect to each bank or securities intermediary (i) the name and address of such Person, and (ii) the account numbers of the Deposit Accounts or Securities Accounts maintained with such Person.

Schedule 8 sets forth all Material Real Property owned by any of the Grantors as of the Closing Date.

As of the Closing Date: (i) Schedule 2 provides a complete and correct list of all United States registered Copyrights owned by any Grantor and all United States applications for registration of Copyrights owned by any Grantor; (ii) Schedule 3 provides a complete and correct list of all Intellectual Property Licenses entered into by any Grantor pursuant to which (A) any Grantor has provided any license or other rights in Intellectual Property owned by such Grantor to any other Person (other than non-exclusive software licenses granted in the ordinary course of business) (provided that only material Intellectual Property Licenses are required to be listed on Schedule 3 in respect of this clause (A)) or (B) any Person has granted to any Grantor any license or other rights in Intellectual Property owned by such Person that is material to the business of Parent and its Restricted Subsidiaries, taken as a whole, including any Intellectual Property that is incorporated in any Inventory, software, or other product marketed, sold, licensed, or distributed by such Grantor; (iii) Schedule 4 provides a complete and correct list of all United States registered Patents owned by any Grantor and all United States applications for Patents owned by any Grantor;

and (iv) Schedule 6 provides a complete and correct list of all United States registered Trademarks owned by any Grantor; all United States applications for registration of Trademarks owned by any Grantor.

Each Grantor owns exclusively or holds licenses in all Intellectual Property that is necessary in or material to the conduct of the business of Parent and its Restricted Subsidiaries, taken as a whole, in each case, except to the extent as would not reasonably be expected to result in a Material Adverse Effect.

To the knowledge of any officer or director of Parent or the Lead Borrower, no Person has infringed, misappropriated or violated or is currently infringing, misappropriating or violating any Intellectual Property rights owned by any Grantor, in each case, that either individually or in the aggregate would reasonably be expected to result in a Material Adverse Effect.

(A) (1) No Grantor is currently infringing, misappropriating or violating any Intellectual Property rights of any Person, and (2) no product manufactured, used, distributed, licensed, or sold by or service provided by such Grantor has ever infringed or misappropriated or is currently infringing, misappropriating or violating any Intellectual Property rights of any Person, and (B) there are no infringement, misappropriation or violation claims or proceedings pending, or to the knowledge of any officer or director of Parent or the Lead Borrower, threatened against any Grantor, and no Grantor has received any written notice or other communication of any actual or alleged infringement, misappropriation or violation of any Intellectual Property rights of any Person that is unresolved, in each case of clauses (A) and (B), except where such infringement, misappropriation or violation either individually or in the aggregate would not reasonably be expected to result in a Material Adverse Effect.

To the knowledge of any officer or director of Parent or the Lead Borrower, all registered Copyrights, registered Trademarks, and issued Patents that are owned by the Grantors and necessary in or material to the conduct of their businesses are valid, subsisting and enforceable and in compliance with all legal requirements, filings, and payments and other actions that are required to maintain such Intellectual Property in full force and effect, except to the extent as would not reasonably be expected to result in a Material Adverse Effect.

Each Grantor has taken reasonable steps to maintain the confidentiality of and otherwise protect and enforce its rights in all trade secrets owned by such Grantor that are necessary in or material to the conduct of the business of such Grantor, except to the extent as would not reasonably be expected to result in a Material Adverse Effect; and

No Patent, Copyright or Trademark owned by any Grantor is subject to any pending or, to the knowledge of any officer or director of the Parent or the Lead Borrower, threatened action or proceeding, or any holding, decision or judgment therefrom, that seeks or acts to limit, cancel or question the validity of any such Patent, Copyright or Trademark, other than those actions or proceedings that, if adversely determined, or those holdings, decisions or judgments that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

This Agreement creates a valid security interest in the Collateral of each Grantor, to the extent a security interest therein can be created under the Code, securing the payment of the Secured Obligations. Except to the extent a security interest in the Collateral cannot be perfected by the filing of a financing statement under the Code, all filings and other actions necessary or desirable to perfect and protect such security interest have been duly taken or will have been taken upon the filing of financing statements listing each applicable Grantor, as a debtor, and the Agent, as secured party, in the jurisdictions listed next to such Grantor's name on Schedule 11. Upon the making of such filings, the Agent shall have a perfected security interest in the Collateral of each Grantor to the extent such security interest can be perfected by the filing of a financing statement. Upon the filing of any Copyright Security Agreement with the United States Copyright Office, the filing of any Patent Security Agreement and any Trademark Security Agreement with the PTO, and the filing of such financing statements in the jurisdictions listed on Schedule 11, all action necessary or desirable to protect and perfect the Security Interest in and on each Grantor's United States Patents, United States Trademarks, or United States Copyrights set forth on the respective schedules thereto has been taken and such perfected Security Interest is enforceable as such as against any and all creditors of and purchasers from any Grantor. The Intellectual Property Security Agreements and the instruments prepared pursuant

to Section 7(f)(iv) for recording and perfecting the Security Interests granted hereunder ("Foreign IP Lien Documents") create a valid security interest in the Collateral described therein, securing the payment of the Secured Obligations, to the extent that a valid security interest in such Collateral may be created, with regard to such Collateral registered in non-United States jurisdictions, under the law of such applicable non-United States jurisdiction. Upon the filing of such Foreign IP Lien Documents and any other actions, filings, registrations or recordings that may be necessary for perfection under the laws of any applicable non-United States jurisdiction (to the extent such jurisdiction recognizes the laws of perfection), the Lien created by the Foreign IP Lien Documents shall constitute a fully perfected security interest in all right, title and interest of each Grantor in the Collateral covered by such filing, which security interest is enforceable as such against any and all creditors of and purchasers from any Grantor.

(i) Except for the Security Interest created hereby, each Grantor is and will at all times be the sole holder of record and the legal and beneficial owner, free and clear of all Liens other than Permitted Liens, of the Pledged Interests indicated on Schedule 5 as being owned by such Grantor and, when acquired by such Grantor, any Pledged Interests acquired after the Closing Date; (ii) all of the Pledged Interests are duly authorized, validly issued, fully paid and nonassessable and the Pledged Interests constitute or will constitute the percentage of the issued and outstanding Equity Interests of the Pledged Companies of such Grantor identified on Schedule 5 as supplemented or modified by any Pledged Interests Addendum or any Joinder to this Agreement; (iii) such Grantor has the right and requisite authority to pledge the Investment Property pledged by such Grantor to the Agent as provided herein; (iv) all actions necessary or desirable to perfect and establish the first priority of, or otherwise protect, the Agent's Liens in the Investment Property, and the proceeds thereof, will have been duly taken, upon (A) the execution and delivery of this Agreement; (B) the taking of possession by the Agent (or its agent or designee) of any certificates representing the Pledged Interests, together with undated powers (or other documents of transfer acceptable to the Agent) endorsed in blank by the applicable Grantor; (C) the filing of financing statements in the applicable jurisdiction set forth on Schedule 11 for such Grantor with respect to the Pledged Interests of such Grantor that are not represented by certificates, and (D) with respect to any Securities Accounts, the delivery of Control Agreements with respect thereto; and (v) each Grantor has delivered to and deposited with the Agent all certificates representing the Pledged Interests owned by such Grantor to the extent such Pledged Interests are represented by certificates, and undated powers (or other documents of transfer acceptable to the Agent) endorsed in blank with respect to such certificates. None of the Pledged Interests owned or held by

such Grantor has been issued or transferred in violation of any securities registration, securities disclosure, or similar laws of any jurisdiction to which such issuance or transfer may be subject.

[Reserved].

Schedule 12 sets forth all motor vehicles and other Equipment required under applicable law to be registered, or evidenced by, or otherwise subject to, a certificate of title owned by the Grantors as of the Closing Date that have been included in Eligible Equipment under the Credit Agreement, by model, model year, and vehicle identification number (“VIN”). No motor vehicles or other Equipment required under applicable law to be registered, or evidenced by, or otherwise subject to, a certificate of title have been included in Eligible Equipment under the Credit Agreement except to the extent that the applicable Grantor has, no later than sixty (60) days following the Closing Date (or such longer period as may be reasonably acceptable to the Agent), delivered the original of such certificate of title to the Agent, has delivered to the Agent all documents for filing required to evidence the Agent’s Lien with respect to such Equipment, and has taken or caused to be taken all other steps (other than any filing by the Agent of the titles and other documents delivered by the applicable Grantor to the Agent) required to perfect the Agent’s Lien with respect to such Equipment.

As of the Closing Date, there is no default, breach, violation, or event of acceleration existing under any promissory note (as that term is defined in the Code) constituting Collateral and pledged hereunder (each a “Pledged Note”) and no event has occurred or circumstance exists which, with the passage of time or the giving of notice, or both, would constitute a default, breach, violation, or event of acceleration under any Pledged Note. As of the Closing Date, no Grantor that is an obligee under a Pledged Note has waived any default, breach, violation, or event of acceleration under such Pledged Note.

As to all limited liability company or partnership interests, issued under any Pledged Operating Agreement or Pledged Partnership Agreement, the Pledged Interests issued pursuant to such agreement (A) are not dealt in or traded on securities exchanges or in securities markets, (B) do not constitute investment company securities, and

(C) are not held by such Grantor in a Securities Account. In addition, none of the Pledged Operating Agreements, the Pledged Partnership Agreements, or any other agreements governing any of the Pledged Interests issued under any Pledged Operating Agreement or Pledged Partnership Agreement, provide that such Pledged Interests are securities governed by Article 8 of the Uniform Commercial Code as in effect in any relevant jurisdiction.

Covenants. Each Grantor, jointly and severally, covenants and agrees with the Agent that from and after the date of this Agreement and until the date of termination of this Agreement in accordance with Section 23:

Possession of Collateral. In the event that any officer or director of Parent or the Lead Borrower has knowledge that any Collateral constituting (i) a Pledged Note (together with all related Pledged Notes) is evidenced by or consists of Negotiable Collateral having an individual value or face amount of \$1,000,000 or (ii) Pledged Interests in a Wholly-Owned Restricted Subsidiary is evidenced by or consists of certificated Investment Property, the Grantors shall promptly (and in any event within ten (10) Business Days after acquiring such knowledge), notify the Agent thereof, and if and to the extent that perfection or priority of the Agent’s Security Interest is dependent on or enhanced by possession, the applicable Grantor, promptly (and in any event within ten (10) Business Days) after request by the Agent, shall execute such other documents and instruments as shall be requested by the Agent or, if applicable, endorse and deliver physical possession of such Negotiable Collateral or Investment Property to the Agent, together with such undated powers (or other relevant document of transfer acceptable to the Agent) endorsed in blank as shall be requested by the Agent, and shall do such other acts or things deemed reasonably necessary or desirable by the Agent to protect the Agent’s Security Interest therein.

Chattel Paper. Promptly (and in any event within ten (10) Business Days) after request by the Agent, each Grantor shall take all steps reasonably necessary to grant the Agent control of all electronic Chattel Paper in accordance with the Code and all “transferable records” as that term is defined in Section 16 of the Uniform Electronic Transaction Act and Section 201 of the federal Electronic Signatures in Global and National Commerce Act as in effect in any relevant jurisdiction, to the extent that the aggregate value or face amount of such electronic Chattel Paper equals or exceeds \$10,000,000.

Letter-of-Credit Rights. In the event that any officer or director of Parent or the Lead Borrower has knowledge that the Grantors (or any of them) are or become the beneficiary of letters of credit having a face amount or value of \$10,000,000 or more in the aggregate, then the applicable Grantor or Grantors shall promptly (and in any event within ten (10) Business Days after acquiring such knowledge), notify the Agent thereof and, promptly (and in any event within ten (10) Business Days) after request by the Agent, enter into a tri-party

agreement with the Agent and the issuer or confirming bank with respect to letter-of-credit rights assigning such letter-of-credit rights to the Agent and directing all payments thereunder to the Agent's Account, all in form and substance reasonably satisfactory to the Agent.

Commercial Tort Claims. In the event that any officer or director of Parent or the Lead Borrower has knowledge that the Grantors (or any of them) obtain any Commercial Tort Claim having a value (as reasonably determined by the Lead Borrower) in the amount of \$1,000,000 or more, then the applicable Grantor or Grantors shall promptly (and in any event within ten (10) Business Days of acquiring such knowledge (or such longer period as may be reasonably acceptable to the Agent)), notify the Agent upon incurring or otherwise obtaining such Commercial Tort Claims and amend Schedule 1 to describe such Commercial Tort Claims in a manner that reasonably identifies such Commercial Tort Claims and which is otherwise reasonably satisfactory to the Agent, and hereby authorizes the filing of additional financing statements or amendments to existing financing statements describing such Commercial Tort Claims, and agrees to do such other acts or things deemed necessary or desirable by the Agent to give the Agent a first priority, perfected security interest in any such Commercial Tort Claim.

[Reserved.]

Intellectual Property.

Upon the request of the Agent, in order to facilitate filings with the PTO and the United States Copyright Office, each Grantor shall execute and deliver to the Agent one or more Copyright Security Agreements, Trademark Security Agreements, or Patent Security Agreements to further evidence the Agent's Lien on such Grantor's Patents, Trademarks, or Copyrights, and the General Intangibles of such Grantor relating thereto or represented thereby;

Each Grantor shall have the duty, in each case only with respect to the Intellectual Property that is material to the business of Parent and its Restricted Subsidiaries, taken as a whole, to (A) diligently enforce and defend such Intellectual Property, including promptly suing for infringement, misappropriation, or dilution and to recover any and all damages for such infringement, misappropriation, or dilution, and filing for opposition, interference, and cancellation against conflicting Intellectual Property rights of any Person, (B) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, (C) prosecute diligently any patent application that is part of the Patents pending as of the date hereof or hereafter until the termination of this Agreement, (D) take all reasonable and necessary action to preserve and maintain all of such Grantor's Trademarks, Patents, Copyrights, Intellectual Property Licenses, and its rights therein, including paying all maintenance fees and filing of applications for renewal, affidavits of use, and affidavits of noncontestability, and (E) require all employees, consultants, and contractors of each Grantor who were involved in the creation or development of such Intellectual Property to sign agreements containing assignment of Intellectual Property rights and obligations of confidentiality. Each Grantor further agrees not to abandon any Intellectual Property or Intellectual Property License that is material to the business of Parent and its Restricted Subsidiaries, taken as a whole, except that Grantors shall be permitted to abandon or allow to lapse any Intellectual Property to the extent expressly permitted by the Credit Agreement. Each Grantor hereby agrees to take the steps described in this Section 7(f)(ii) with respect to all new or acquired Intellectual Property to which such Grantor is now or later becomes entitled that is necessary in or material to the business of Parent and its Restricted Subsidiaries, taken as a whole;

Grantors acknowledge and agree that the Lender Group shall have no duties with respect to any Intellectual Property or Intellectual Property Licenses of any Grantor. Without limiting the generality of this Section 7(f)(iii), Grantors acknowledge and agree that no member of the Lender Group shall be under any obligation to take any steps necessary to preserve rights in the Collateral consisting of Intellectual Property or Intellectual Property Licenses against any other Person, but the Agent may do so at its option from and after the occurrence and during the continuance of an Event of Default, and all reasonable invoiced out-of-pocket expenses incurred in connection therewith (including reasonable invoiced fees and expenses of attorneys and other professionals) shall be for the sole account of the Borrowers;

Each Grantor agrees (A) in respect of those Non-United States Trademarks described on Schedule 13, to promptly record and perfect the Security Interests and Liens contemplated hereunder with the Governmental Authorities in the non-United States jurisdictions set forth on Schedule 13, and in any case submit such recordings to such governmental authorities within 120 days of the date hereof (or such later date as may be reasonably acceptable to the Agent), (B) to promptly submit the Foreign IP Releases to the appropriate governmental authorities within 120 days of the date hereof (or such later date as may be consented to in writing by the Agent in its sole discretion), (C) to diligently pursue the recordation and perfection required by this Section 7(f)(iv) and to keep the Agent informed on a periodic basis as to the status of such recordation and perfection activities, and (D) to reasonably cooperate with

the Agent or its designee in connection with such trademark security interest recordation and perfection activities; provided that, to the extent any security interest attaching to Noteholder Priority Collateral consisting of any Non-United States Trademark is released, the obligations imposed by this Section 7(f)(iv) on any Grantor in respect of such Non-United States Trademark shall cease to apply and any Security Interest granted hereunder in respect of such Non-United States Trademark shall be automatically released and the Agent shall (at the Borrowers' expense) make any filings and take any and all other actions required to ensure such release is recorded; and

On each date on which a Compliance Certificate is to be delivered pursuant to Section 9.01(e) of the Credit Agreement in respect of a fiscal year (or, if an Event of Default has occurred and is continuing, more frequently if requested by the Agent), each Grantor shall provide the Agent with a written report of all new Patents, Trademarks or Copyrights that are registered in the United States or the subject of pending United States applications for registrations, and of all Intellectual Property Licenses, in each case that are material to the business of Parent and its Restricted Subsidiaries, taken as a whole, and were acquired, registered, or for which applications for registration were filed by any Grantor during the prior period and a written report of any statements of use or amendments to allege use with respect to any intent-to-use United States trademark applications. In the case of such registrations or applications therefor in the United States, which were acquired by any Grantor, each such Grantor shall file the necessary documents with the appropriate Governmental Authority identifying the applicable Grantor as the new owner (or as a co-owner thereof, if such is the case) of such Intellectual Property and, at the request of the Agent, shall promptly cause to be prepared, executed, and delivered to the Agent supplemental schedules to the applicable

Patent Security Agreement, Trademark Security Agreement or Copyright Security Agreement to identify such Patent, Trademark and Copyright registrations and applications therefor (with the exception of Trademark applications filed on an intent-to-use basis for which no statement of use or amendment to allege use has been filed) and such Intellectual Property Licenses as being subject to the security interests created thereunder.

Investment Property.

If any Grantor shall acquire, obtain, receive or become entitled to receive any Pledged Interests after the Closing Date, it shall, within the time periods set forth in Section 9.12(e) of the Credit Agreement, deliver to the Agent a duly executed Pledged Interests Addendum identifying such Pledged Interests;

Upon the occurrence and during the continuance of an Event of Default, following the request of the Agent, all sums of money and property paid or distributed in respect of the Investment Property that are received by any Grantor shall be held by the Grantors in trust for the benefit of the Agent segregated from such Grantor's other property, and such Grantor shall deliver it forthwith to the Agent in the exact form received;

No Grantor shall make or consent to any amendment or other modification or waiver with respect to any Pledged Interests, Pledged Operating Agreement, or Pledged Partnership Agreement, or enter into any agreement or permit to exist any restriction with respect to any Pledged Interests, in each case if the same is prohibited pursuant to the Loan Documents;

Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees that it will cooperate with the Agent in obtaining all necessary approvals and making all necessary filings under federal, state, local, or foreign law to effect any sale or transfer thereof; and

As to all limited liability company or partnership interests, issued under any Pledged Operating Agreement or Pledged Partnership Agreement, each Grantor hereby covenants that the Pledged Interests issued pursuant to such agreement (A) are not and shall not be dealt in or traded on securities exchanges or in securities markets, (B) do not and will not constitute investment company securities, and (C) are not and will not be held by such Grantor in a securities account. In addition, none of the Pledged Operating Agreements, the Pledged Partnership Agreements, or any other agreements governing any of the Pledged Interests issued under any Pledged Operating Agreement or Pledged Partnership Agreement, provide or shall provide that such Pledged Interests are securities governed by Article 8 of the Uniform Commercial Code as in effect in any relevant jurisdiction.

[Reserved].

Transfers and Other Liens. Grantors shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any of the Collateral, except as expressly permitted by the Credit Agreement, or (ii) create or permit to exist

any Lien upon or with respect to any of the Collateral of any Grantor, except for Permitted Liens. The inclusion of Proceeds in the Collateral shall not be deemed to constitute the Agent's consent to any sale or other disposition of any of the Collateral except as expressly permitted in this Agreement or the other Loan Documents.

Controlled Accounts; Controlled Investments. Each Grantor will comply with the terms of Sections 9.16(c), (d) and (e) of the Credit Agreement as if it were a party to the Credit Agreement as a "Loan Party."

Name, Etc. Parent or the Lead Borrower will furnish to the Agent, within 45 days (or such longer period as the Administrative Agent may agree to in writing) of the effectiveness of any such change, written notice of any change in (i) the legal name of any Grantor, as set forth in its organizational documents, (ii) the jurisdiction of organization or the form of organization of any Grantor (including as a result of any merger, amalgamation or consolidation), (iii) the location of the chief executive office of any Grantor or (iv) solely with respect to any Grantor organized in any State requiring such information to be set forth on the face of a financing statement under the Code, the organizational identification number, if any, or the Federal Taxpayer Identification Number of any Loan Party.

Motor Vehicles / Goods Covered by Certificate of Title. Promptly after request by the Agent, with respect to all goods covered by a certificate of title owned by any Grantor that are to be included within Eligible Equipment

under the Credit Agreement, such Grantor shall use commercially reasonable efforts to deliver to the Agent or the Agent's designee, the certificates of title for all such goods and promptly after request by the Agent, such Grantor shall use commercially reasonable efforts to take all actions necessary to cause such certificates to be filed (with the Agent's Lien noted thereon) in the appropriate state motor vehicle filing office (it being agreed and understood by each Grantor that no motor vehicles or other Equipment required under applicable law to be registered, or evidenced by, or otherwise subject to a certificate of title owned by any Grantor may be included within Eligible Equipment under the Credit Agreement (and each Grantor agrees not to report any such Equipment as Eligible Equipment under the Credit Agreement) unless and until either the foregoing steps are completed with respect to each such good absent the express determination to the contrary by the Agent (provided, however, that the motor vehicles set forth on Schedule 12 of this Agreement may be included in Eligible Equipment from the Closing Date through the date that is sixty (60) days following the Closing Date (or such longer period as may be reasonably acceptable to the Agent) without satisfaction of the foregoing requirements with respect to such items).

Relation to Other Security Documents. The provisions of this Agreement shall be read and construed with the other Loan Documents referred to below in the manner so indicated.

Credit Agreement. In the event of any conflict between any provision in this Agreement and a provision in the Credit Agreement, such provision of the Credit Agreement shall control.

Patent, Trademark, Copyright Security Agreements. The provisions of the Copyright Security Agreements, Trademark Security Agreements, and Patent Security Agreements are supplemental to the provisions of this Agreement, and nothing contained in the Copyright Security Agreements, Trademark Security Agreements, or the Patent Security Agreements shall limit any of the rights or remedies of the Agent hereunder. In the event of any conflict between any provision in this Agreement and a provision in a Copyright Security Agreement, Trademark Security Agreement or Patent Security Agreement, such provision of this Agreement shall control.

Further Assurances.

Each Grantor agrees that from time to time, at its own expense, such Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that the Agent may reasonably request, in order to perfect and protect the Security Interest granted hereby, to create, perfect or protect the Security Interest purported to be granted hereby or to enable the Agent to exercise and enforce its rights and remedies hereunder with respect to any of the Collateral; except that no filings with respect to Intellectual Property registered in non-US jurisdictions shall be required other than in those countries and against those Trademarks as set forth in Schedule 13 hereto.

Each Grantor authorizes the filing by the Agent of financing or continuation statements, or amendments thereto in the jurisdictions set forth in Schedule 11 and any other jurisdictions reasonably determined by the Agent to be appropriate.

Each Grantor authorizes the Agent at any time and from time to time to file, transmit, or communicate, as applicable, financing statements and amendments (i) describing the Collateral as “all personal property of debtor” or “all assets of debtor” or words of similar effect, (ii) describing the Collateral as being of equal or lesser scope or with greater detail, or (iii) that contain any information required by part 5 of Article 9 of the Code for the sufficiency or filing office acceptance. Each Grantor also hereby ratifies any and all financing statements or amendments previously filed by the Agent in any jurisdiction.

Each Grantor acknowledges that it is not authorized to file any financing statement or amendment or termination statement with respect to any financing statement filed in connection with this Agreement without the prior written consent of the Agent, subject to such Grantor’s rights under Section 9-509(d)(2) of the Code.

At the time of delivery of the Section 9.01 Financials, in connection with the delivery of the related compliance certificate required by Section 9.01(e) of the Credit Agreement, (i) the Lead Borrower shall certify that there have been no changes to Schedule 3(b) to the Perfection Certificate since the Closing Date or, if later, since the date of the most recent compliance certificate delivered pursuant to Section 9.01(e) of the Credit Agreement, or if there have been any such changes, set forth such changes in such compliance certificate and, if requested by the Agent, shall use commercially reasonable efforts to obtain a bailee letter acknowledged by such Bailee (as that term

is defined in the Perfection Certificate) that notifies such Bailee of the Agent’s security interest in such Collateral and instructs such Bailee to hold all such Collateral for the Agent’s account subject to the Agent’s instructions, and (ii) if any Collateral in an aggregate amount (for any one location) in excess of \$100,000 is located on any Real Property of the Grantor that is leased by the Grantor from a third party, then the Lead Borrower shall certify that there have been no changes to such locations since the Closing Date or, if later, since the date of the most recent compliance certificate delivered pursuant to Section 9.01(e) of the Credit Agreement, or if there have been any such changes, set forth such changes in such compliance certificate and, if requested by the Agent, shall use commercially reasonable efforts to obtain a Collateral Access Agreement that, inter alia, waives or subordinates all present and future Liens which the owner or lessor of such premises may be entitled to assert against the Collateral, and that allows the Agent access to such Real Property for the purpose of inspecting the Collateral or exercising its remedies under the Loan Documents subject to conditions to be mutually agreed among the parties thereto. Notwithstanding the foregoing, upon the occurrence and during the continuance of an Event of Default or at any time during which Availability shall be less than the greater of 20% of the Line Cap or \$20,000,000, at the request of the Agent the Lead Borrower shall deliver to the Agent the certifications set forth in subsections (i) and (ii) above on the last Business Day of each calendar month or promptly upon the request of the Agent.

Notwithstanding anything herein to the contrary, (i) control agreements or other perfection by “control” shall not be required with respect to any Collateral, other than with respect to certificated Pledged Interests (other than certificated Pledged Interests constituting Equity Interests in any partnership, joint venture or Subsidiary that is not a Wholly-Owned Restricted Subsidiary) or evidences of Pledged Notes to the extent required under Section 7(a) and, in the case of Deposit Accounts, as expressly required under Section 7(j) or under the Credit Agreement and (ii) no Grantor shall be required to take any actions outside of the United States to perfect the Agent’s Security Interest in any Collateral.

Agent’s Right to Perform Contracts, Exercise Rights, etc. Upon the occurrence and during the continuance of an Event of Default, the Agent (or its designee) (a) may proceed to perform any and all of the obligations of any Grantor contained in any contract, lease, or other agreement and exercise any and all rights of any Grantor therein contained as fully as such Grantor itself could, (b) shall have the right to use any Grantor’s rights under Intellectual Property Licenses in connection with the enforcement of the Agent’s rights hereunder, including the right to prepare for sale and sell any and all Inventory and Equipment now or hereafter owned by any Grantor and now or hereafter covered by such licenses, and (c) shall have the right to request that any Equity Interests that are pledged hereunder be registered in the name of the Agent or any of its nominees.

Agent Appointed Attorney-in-Fact. Each Grantor hereby irrevocably appoints the Agent its attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, at such time as an Event of Default has occurred and is continuing under the Credit Agreement, to take any action and to execute any instrument which the Agent may reasonably deem necessary or advisable to accomplish the purposes of this Agreement, including:

to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in connection with the Accounts or any other Collateral of such Grantor;

to receive and open all mail addressed to such Grantor and to notify postal authorities to change the address for the delivery of mail to such Grantor to that of the Agent;

to receive, indorse, and collect any drafts or other instruments, documents, Negotiable Collateral or Chattel Paper;

to file any claims or take any action or institute any proceedings which the Agent may deem necessary or desirable for the collection of any of the Collateral of such Grantor or otherwise to enforce the rights of the Agent with respect to any of the Collateral;

to repair, alter, or supply goods, if any, necessary to fulfill in whole or in part the purchase order of any Person obligated to such Grantor in respect of any Account of such Grantor;

to use any Intellectual Property or Intellectual Property Licenses of such Grantor, including but not limited to any labels, Patents, Trademarks, trade names, URLs, domain names, industrial designs, Copyrights, or advertising

matter, in preparing for sale, advertising for sale, or selling Inventory or other Collateral and to collect any amounts due under Accounts, contracts or Negotiable Collateral of such Grantor; and

the Agent, on behalf of the Lender Group or the Bank Product Providers, shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Intellectual Property and Intellectual Property Licenses and, if the Agent shall commence any such suit, the appropriate Grantor shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Agent in aid of such enforcement.

To the extent permitted by law, each Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated.

Agent May Perform. If any Grantor fails to perform any agreement contained herein, the Agent may itself perform, or cause performance of, such agreement, and the reasonable invoiced out-of-pocket expenses of the Agent incurred in connection therewith shall be payable, jointly and severally, by the Grantors.

Agent's Duties. The powers conferred on the Agent hereunder are solely to protect the Agent's interest in the Collateral, for the benefit of the Lender Group and the Bank Product Providers, and shall not impose any duty upon the Agent to exercise any such powers. Except for the exercise of reasonable care to assure the safe custody of any Collateral in its actual possession and the accounting for moneys actually received by it hereunder, the Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. The Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its actual possession if such Collateral is accorded treatment substantially equal to that which the Agent accords its own property.

Collection of Accounts, General Intangibles and Negotiable Collateral. At any time upon the occurrence and during the continuance of an Event of Default, the Agent or the Agent's designee may (a) notify Account Debtors of any Grantor that the Accounts, General Intangibles, Chattel Paper or Negotiable Collateral of such Grantor have been assigned to the Agent, for the benefit of the Lender Group and the Bank Product Providers, or that the Agent has a security interest therein, and (b) collect the Accounts, General Intangibles and Negotiable Collateral of any Grantor directly, and any collection costs and expenses shall constitute part of such Grantor's Secured Obligations under the Loan Documents.

Disposition of Pledged Interests by the Agent. None of the Pledged Interests existing as of the date of this Agreement are, and none of the Pledged Interests hereafter acquired on the date of acquisition thereof will be, registered or qualified under the various federal or state securities laws of the United States and disposition thereof after an Event of Default may be restricted to one or more private (instead of public) sales in view of the lack of such registration. Each Grantor understands that in connection with such disposition, the Agent may approach only a restricted number of potential purchasers and further understands that a sale under such circumstances may yield a lower price for the Pledged Interests than if the Pledged Interests were registered and qualified pursuant to federal and state securities laws and sold on the open market. Each Grantor, therefore, agrees that: (a) if the Agent shall, pursuant to the terms of this Agreement, sell or cause the Pledged Interests or any portion thereof to be sold at a private sale, the Agent shall have the right to rely upon the advice and opinion of any nationally recognized brokerage or investment firm (but shall not be obligated to seek such advice and the failure to do so shall not be considered in determining the commercial reasonableness of such action) as to the best

manner in which to offer the Pledged Interest or any portion thereof for sale and as to the best price reasonably obtainable at the private sale thereof; and (b) such reliance shall be conclusive evidence that the Agent has handled the disposition in a commercially reasonable manner.

Voting and Other Rights in Respect of Pledged Interests.

Upon the occurrence and during the continuation of an Event of Default, (i) the Agent may, at its option, upon concurrent written notice to the Lead Borrower, and in addition to all rights and remedies available to the Agent under any other agreement, at law, in equity, or otherwise, exercise all voting rights, or any other ownership or consensual rights (including any dividend or distribution rights) in respect of the Pledged Interests owned by such Grantor, but under no circumstances is the Agent obligated by the terms of this Agreement to exercise such rights,

and (ii) if the Agent duly exercises its right to vote any of such Pledged Interests, each Grantor hereby appoints the Agent, such Grantor's true and lawful ATTORNEY-IN-FACT and IRREVOCABLE PROXY to vote such Pledged Interests in any manner the Agent deems advisable for or against all matters submitted or which may be submitted to a vote of shareholders, partners or members, as the case may be. The power-of-attorney and proxy granted hereby is coupled with an interest and shall be irrevocable until the Secured Obligations have been paid in full.

For so long as any Grantor shall have the right to vote the Pledged Interests owned by it, such Grantor covenants and agrees that it will not, without the prior written consent of the Agent, vote or take any consensual action with respect to such Pledged Interests which would materially adversely affect the rights of the Agent or the other members of the Lender Group.

Remedies. Upon the occurrence and during the continuance of an Event of Default:

The Agent may, and, at the instruction of the Required Lenders, shall exercise in respect of the Collateral, in addition to other rights and remedies provided for herein, in the other Loan Documents, or otherwise available to it, all the rights and remedies of a secured party on default under the Code or any other applicable law. Without limiting the generality of the foregoing, each Grantor expressly agrees that, in any such event, the Agent without demand of performance or other demand, advertisement or notice of any kind (except a notice specified below of time and place of public or private sale) to or upon any Grantor or any other Person (all and each of which demands, advertisements and notices are hereby expressly waived to the maximum extent permitted by the Code or any other applicable law), may take immediate possession of all or any portion of the Collateral and (i) require Grantors to, and each Grantor hereby agrees that it will at its own expense and upon request of the Agent forthwith, assemble all or part of the Collateral as directed by the Agent and make it available to the Agent at one or more locations where such Grantor regularly maintains Inventory, and (ii) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Agent's offices or elsewhere, for cash, on credit, and upon such other terms as the Agent may deem commercially reasonable. Each Grantor agrees that, to the extent notification of sale shall be required by law, at least ten (10) days notification prior to the date of such sale by mail to the applicable Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification and specifically such notification shall constitute a reasonable "authenticated notification of disposition" within the meaning of Section 9-611 of the Code. The Agent shall not be obligated to make any sale of Collateral regardless of notification of sale having been given. The Agent may adjourn any public sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Grantor agrees that (A) the internet shall constitute a "place" for purposes of Section 9-610(b) of the Code and (B) to the extent notification of sale shall be required by law, notification by mail of the URL where a sale will occur and the time when a sale will commence at least ten (10) days prior to the sale shall constitute a reasonable notification for purposes of Section 9-611(b) of the Code. Each Grantor agrees that any sale of Collateral to a licensor pursuant to the terms of a license agreement between such licensor and a Grantor is sufficient to constitute a commercially reasonable sale (including as to method, terms, manner, and time) within the meaning of Section 9-610(b) of the Code.

The Agent is hereby granted a non-exclusive license or other right to use, without liability for royalties or any other charge, each Grantor's Intellectual Property, including but not limited to, any labels, Patents, Trademarks, trade names, URLs, domain names, industrial designs, Copyrights, and advertising matter, whether owned by any Grantor or with respect to which any Grantor has rights under license, sublicense, or other agreements (including any Intellectual Property License), as it pertains to the Collateral, in preparing

for sale, advertising for sale and selling any Collateral, and each Grantor's rights under all licenses and all franchise agreements shall inure to the benefit of the Agent.

The Agent may, in addition to other rights and remedies provided for herein, in the other Loan Documents, or otherwise available to it under applicable law and without the requirement of notice to or upon any Grantor or any other Person (which notice is hereby expressly waived to the maximum extent permitted by the Code or any other applicable law), (i) with respect to any Grantor's Deposit Accounts in which the Agent's Liens are perfected by control under Section 9-104 of the Code, instruct the bank maintaining such Deposit Account for the applicable Grantor to pay the balance of such Deposit Account to or for the benefit of the Agent, and (ii) with respect to any Grantor's Securities Accounts in which the Agent's Liens are perfected by control under Section 9-106(c) of the Code, instruct the securities intermediary maintaining such Securities Account for the applicable Grantor to (A) transfer any cash in such Securities Account to or for the benefit of the Agent, or (B) liquidate any financial

assets in such Securities Account that are customarily sold on a recognized market and transfer the cash proceeds thereof to or for the benefit of the Agent.

Any cash held by the Agent as Collateral and all cash proceeds received by the Agent in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied against the Secured Obligations in the order set forth in the Credit Agreement. Notwithstanding the foregoing, the proceeds of any sale, collection or realization upon any Collateral of any Grantor, including any Collateral consisting of cash, shall not be applied to any Excluded Swap Obligation of such Grantor and shall instead be applied to other Secured Obligations. In the event the proceeds of Collateral are insufficient to satisfy all of the Secured Obligations in full, each Grantor shall remain jointly and severally liable for any such deficiency.

Each Grantor hereby acknowledges that the Secured Obligations arise out of a commercial transaction, and agrees that if an Event of Default shall occur and be continuing the Agent shall have the right to an immediate writ of possession without notice of a hearing. If an Event of Default shall occur and be continuing, the Agent shall have the right to the appointment of a receiver for the properties and assets of each Grantor, and each Grantor hereby consents to such rights and such appointment and hereby waives any objection such Grantor may have thereto or the right to have a bond or other security posted by the Agent.

Remedies Cumulative. Each right, power, and remedy of the Agent, any other member of the Lender Group, or any Bank Product Provider as provided for in this Agreement, the other Loan Documents or any Bank Product Agreement now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement, the other Loan Documents and the Bank Product Agreements or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the Agent, any other member of the Lender Group, or any Bank Product Provider, of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise by the Agent, such other member of the Lender Group or such Bank Product Provider of any or all such other rights, powers, or remedies.

Marshaling. The Agent shall not be required to marshal any present or future collateral security (including but not limited to the Collateral) for, or other assurances of payment of, the Secured Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of its rights and remedies hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights and remedies, however existing or arising. To the extent that it lawfully may, each Grantor hereby agrees that it will not invoke any law relating to the marshaling of collateral which might cause delay in or impede the enforcement of the Agent's rights and remedies under this Agreement or under any other instrument creating or evidencing any of the Secured Obligations or under which any of the Secured Obligations is outstanding or by which any of the Secured Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, each Grantor hereby irrevocably waives the benefits of all such laws.

Indemnity and Expenses.

Each Grantor, jointly and severally, agrees to indemnify the Agent and the other members of the Lender Group from and hold each of them harmless against any and all Indemnified Liabilities as and to the extent provided in Section 13.01(a)(iii) of the Credit Agreement. This provision shall survive the termination of this Agreement and the Credit Agreement and the repayment of the Secured Obligations.