
5.2 Delivery and Control of Instruments, Chattel Paper, Negotiable Documents, Investment Property and Deposit Accounts.

(a) If any amount in excess of \$1,000,000 individually or in the aggregate payable under or in connection with any of the Collateral is or shall become evidenced or represented by any Instrument, Certificated Security, Negotiable Document or Tangible Chattel Paper, such Instrument (other than checks received in the ordinary course of business), Certificated Security, Negotiable Documents or Tangible Chattel Paper shall be immediately delivered to the Agent, duly endorsed in a manner satisfactory to the Agent, to be held as Collateral pursuant to this Agreement.

(b) If any of the Collateral with a value in excess of \$1,000,000 individually or in the aggregate is or shall become “Electronic Chattel Paper” such Grantor shall ensure that (i) a single authoritative copy exists which is unique, identifiable, unalterable (except as provided in clauses (iii), (iv) and (v) of this paragraph), (ii) such authoritative copy identifies the Agent as the assignee and is communicated to and maintained by the Agent or its designee, (iii) copies or revisions that add or change the assignee of the authoritative copy can only be made with the participation of the Agent, (iv) each copy of the authoritative copy and any copy of a copy is readily identifiable as a copy and not the authoritative copy and (v) any revision of the authoritative copy is readily identifiable as an authorized or unauthorized revision.

(c) If any of the Collateral is or shall become evidenced or represented by an Uncertificated Security, such Grantor shall cause the Issuer thereof either (i) to register the Agent as the registered owner of such Uncertificated Security, upon original issue or registration of transfer, or (ii) so long as such Issuer is not an Immaterial Subsidiary, to agree in writing with such Grantor and the Agent that such Issuer will comply with instructions with respect to such Uncertificated Security originated by the Agent without further consent of such Grantor; such agreement to be in substantially the form of Exhibit B or otherwise in form and substance reasonably satisfactory to the Agent.

(d) Each Grantor shall maintain Securities Entitlements, Securities Accounts and Deposit Accounts with a value in excess of \$1,000,000, individually or in the aggregate, only with financial institutions that have agreed to comply with entitlement orders and instructions issued or originated by the Agent without further consent of such Grantor; such agreement to be in form and substance reasonably satisfactory to the Agent.

(e) If any of the Collateral with a value in excess of \$1,000,000 individually or in the aggregate is or shall become evidenced or represented by a Commodity Contract, such Grantor shall cause the Commodity Intermediary with respect to such Commodity Contract to agree in writing with such Grantor and the Agent that such Commodity Intermediary will apply any value distributed on account of such Commodity Contract as directed by the Agent without further consent of such Grantor; such agreement to be in form and substance reasonably satisfactory to the Agent.

(f) In addition to and not in lieu of the foregoing, if any Issuer of any Investment Property is organized under the law of, or has its chief executive office in, a

jurisdiction outside of the United States, and such Issuer is not an Immaterial Subsidiary, each Grantor shall take such additional actions, including, without limitation, causing the Issuer to register the pledge on its books and records, as may be necessary or advisable or as may be reasonably requested by the Agent, under the laws of such jurisdiction to insure the validity, perfection and priority of the security interest of the Agent.

5.3 Maintenance of Perfected Security Interest; Further Documentation. (a) Such Grantor shall maintain the security interest created by this Agreement as a perfected security interest having at least the priority described in Section 4.3 and shall defend such security interest against the claims and demands of all Persons whomsoever.

(b) Such Grantor will furnish to the Agent from time to time statements and Schedules further identifying and describing the Collateral and such other reports in connection with the assets and property of such Grantor as the Agent may reasonably request, all in reasonable detail.

(c) At any time and from time to time, upon the written request of the Agent, and at the sole expense of such Grantor, such Grantor will promptly and duly authorize, execute and deliver, and have recorded, such further instruments and documents and take such further actions as the Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, (i) the filing of any financing or continuation statements under the Uniform Commercial Code (or other similar laws) in effect in any jurisdiction with respect to the security interests created hereby and (ii) in the case of Investment Property, Deposit Accounts and any other relevant Collateral, taking any actions necessary to enable the Agent to obtain "control" (within the meaning of the applicable Uniform Commercial Code) with respect thereto to the extent required thereunder, including, without limitation, executing and delivering and causing the relevant depository bank or securities intermediary to execute and deliver a control agreement in form and substance reasonably satisfactory to the Agent.

(d) In the event that a Grantor hereafter acquires any Collateral of a type described in Section 4.6(a) hereof, it shall promptly notify the Agent in writing and take such actions and execute such documents and make such filings all at such Grantor's expense as the Agent may reasonably request in order to ensure that the Agent has a valid, perfected, first priority security interest in such Collateral, subject, in the case of priority only, to any Permitted Liens. Notwithstanding the foregoing, no Grantor shall be required to so notify the Agent or to take any such action unless the Collateral is of a material value or is material to such Grantor's business.

5.4 Changes in Locations, Name, Jurisdiction of Incorporation, etc. Such Grantor will not, except upon 10 days' prior written notice to the Agent (or such shorter notice period as shall be reasonably satisfactory to the Agent) and delivery to the Agent of duly authorized and, where required, executed copies of all additional financing statements and other documents reasonably requested by the Agent to maintain the validity, perfection and priority of the security interests provided for herein without limiting the prohibitions on mergers involving the Grantors contained in the Credit Agreement, change its legal name, jurisdiction of

organization or, in the case of a Grantor that is not a registered organization organized under the law of a state of the United States, the location of its chief executive office or sole place of business (if applicable) from that referred to in Section 4.4.

5.5 Notices. Such Grantor will advise the Agent promptly, in reasonable detail, of:

(a) any Lien (other than any Permitted Lien) on any of the Collateral which would adversely affect the ability of the Agent to exercise any of its remedies hereunder; and

(b) the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the security interests created hereby.

5.6 Investment Property. (a) If such Grantor shall become entitled to receive or shall receive any stock or other ownership certificate (including, without limitation, any certificate representing a stock dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization), option or rights in respect of the capital stock or other Pledged Equity Interest of any Issuer, whether in addition to, in substitution of, as a conversion of, or in exchange for, any shares of or other ownership interests in the Pledged Equity Interests, or otherwise in respect thereof, such Grantor shall accept the same as the agent of the Secured Parties, hold the same in trust for the Secured Parties and deliver the same forthwith to the Agent in the exact form received, duly endorsed by such Grantor to the Agent, if required, together with an undated stock power covering such certificate duly executed in blank by such Grantor and with, if the Agent so requests, signature guaranteed, to be held by the Agent, subject to the terms hereof, as additional collateral security for the Obligations. Any sums paid upon or in respect of the Pledged Equity Interests upon the liquidation or dissolution of any Issuer shall be paid over to the Agent to be held by it hereunder as additional collateral security for the Obligations, and in case any distribution of capital shall be made on or in respect of the Pledged Equity Interests or any property shall be distributed upon or with respect to the Pledged Equity Interests pursuant to the recapitalization or reclassification of the capital of any Issuer or pursuant to the reorganization thereof, the property so distributed shall, unless otherwise subject to a perfected security interest in favor of the Agent, be delivered to the Agent to be held by it hereunder as additional collateral security for the Obligations. If any sums of money or property so paid or distributed in respect of the Pledged Equity Interests shall be received by such Grantor, such Grantor shall, until such money or property is paid or delivered to the Agent, hold such money or property in trust for the Secured Parties, segregated from other funds of such Grantor, as additional collateral security for the Obligations.

(b) Without the prior written consent of the Agent (not to be unreasonably withheld), such Grantor will not (i) enter into any agreement or undertaking restricting the right or ability of such Grantor or the Agent to sell, assign or transfer any of the Investment Property or Proceeds thereof or any interest therein or (ii) without the prior written consent of the Agent (not to be unreasonably withheld), cause or permit any Issuer of any Pledged Partnership Interests or Pledged LLC Interests which are not securities (for purposes of the UCC) to elect or

otherwise take any action to cause such Pledged Partnership Interests or Pledged LLC Interests to be treated as securities for purposes of the UCC; provided, however, that, notwithstanding the foregoing, if any Issuer of any Pledged Partnership Interests or Pledged LLC Interests takes any such action in violation of the foregoing in this clause (vii), such Grantor shall promptly notify the Agent in writing of any such election or action and, in such event, shall use commercially reasonable efforts to take steps necessary or advisable to establish the Agent's "control" thereof.

(c) Each Grantor which is an Issuer, agrees that (i) it will be bound by the terms of this Agreement relating to the Pledged Equity Interests issued by it and will comply with such terms insofar as such terms are applicable to it, (ii) it will notify the Agent promptly in writing of the occurrence of any of the events described in Section 5.6(a) with respect to the Pledged Equity Interests issued by it and (iii) the terms of Sections 5.7(c) and 6.6 shall apply to it, mutatis mutandis, with respect to all actions that may be required of it pursuant to Section 5.7(c) or 6.6 with respect to the Pledged Equity Interests issued by it.

(d) In addition, each Grantor which is an Issuer or an owner of any Pledged Equity Interests or a partner, shareholder or member, as the case may be, in a partnership, limited liability company or other entity, in each case, hereby consents to the grant by each other Grantor of the security interest hereunder in favor of the Agent and to the transfer of any Pledged Equity Interest (including Pledged Equity Interests in a partnership, limited liability company or other entity) to the Agent or its nominee following an Event of Default and to the substitution of the Agent or its nominee as a partner, member or shareholder or other equity holder of the Issuer of the related Pledged Equity Interest or as a substituted partner, shareholder or member in such partnership, limited liability company or other entity with all the rights, powers and duties of a general partner, limited partner, shareholder or member, as applicable.

(e) With respect to any Equity Interests required to be pledged hereunder in any Domestic Subsidiary that is organized as a limited liability company or limited partnership and pledged hereunder, either (i) such Equity Interests shall be represented by a certificate and the applicable Grantor shall cause the Issuer of such Equity Interests to elect to treat such Equity Interests as a "security" within the meaning of Article 8 of the Uniform Commercial Code of the jurisdiction of organization or formation, as applicable, of such Issuer by including in its Organization Documents language substantially similar to the provisions set forth in Exhibit A hereto or (ii) the applicable Grantor shall cause the Issuer of such Equity Interests not to elect to have such Equity Interests treated as a "security" within the meaning of Article 8 of the Uniform Commercial Code of the jurisdiction of organization or formation, as applicable, of such Issuer.

5.7 Voting and Other Rights with Respect to Pledged Securities. (a) Unless an Event of Default shall have occurred and be continuing and the Agent shall have given notice to the relevant Grantor of the Agent's intent to exercise its corresponding rights pursuant to Section 5.7(b), each Grantor shall be permitted to receive all cash dividends paid in respect of the Pledged Equity Interests and all payments made in respect of the Pledged Notes or Pledged Debt Securities, in each case paid in the normal course of business of the relevant Issuer, to the extent permitted in the Credit Agreement, and to exercise all voting and corporate rights with respect to the Pledged Equity Interests; provided, however, that no vote shall be cast or corporate or other ownership right exercised or other action taken which would materially and adversely impair the Collateral or which would result in any violation of any provision of the Credit Agreement, this Agreement or any other Loan Document.

(b) If an Event of Default shall occur and be continuing and the Agent shall give notice of its intent to exercise such rights to the relevant Grantor or Grantors: (i) all rights of each Grantor to exercise or refrain from exercising the voting and other consensual rights which it would otherwise be entitled to exercise pursuant hereto shall cease and all such rights shall thereupon become vested in the Agent who shall thereupon have the sole right, but shall be under no obligation, to exercise or refrain from exercising such voting and other consensual rights and (ii) the Agent shall have the right, without notice to any Grantor, to transfer all or any portion of the Pledged Equity Interests to its name or the name of its nominee or agent. In addition, the Agent shall have the right at any time, without notice to any Grantor, to exchange any certificates or instruments representing any Pledged Equity Interests for certificates or instruments of smaller or larger denominations. In order to permit the Agent to exercise the voting and other consensual rights which it may be entitled to exercise pursuant hereto and to receive all dividends and other distributions which it may be entitled to receive hereunder each Grantor shall promptly execute and deliver (or cause to be executed and delivered) to the Agent all proxies, dividend payment orders and other instruments as the Agent may from time to time reasonably request and each Grantor acknowledges that the Agent may utilize the power of attorney set forth herein.

(c) Each Grantor hereby authorizes and instructs each Issuer of any Pledged Equity Interest pledged by such Grantor hereunder to (i) comply with any instruction received by it from the Agent in writing that (x) states that an Event of Default has occurred and is continuing and (y) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from such Grantor, and each Grantor agrees that each Issuer shall be fully protected in so complying, and (ii) unless otherwise expressly permitted hereby, pay any dividends or other payments with respect to the Pledged Equity Interests directly to the Agent.

5.8 Receivables. (a) Other than in the ordinary course of business consistent with its past practice, such Grantor will not (i) grant any extension of the time of payment of any Receivable required to be included in the Collateral, (ii) compromise or settle any Receivable required to be included in the Collateral for less than the full amount thereof, (iii) release, wholly or partially, any Person liable for the payment of any Receivable required to be included in the Collateral, (iv) allow any credit or discount whatsoever on any Receivable required to be included in the Collateral or (v) amend, supplement or modify any Receivable required to be included in the Collateral in any manner that could adversely affect the value thereof.

(b) Such Grantor will deliver to the Agent a copy of each material demand, notice or document received by it that questions or calls into doubt the validity or enforceability of more than 5% of the aggregate amount of the then outstanding Receivables.

(c) Other than in the ordinary course of business consistent with its past practice, each Grantor shall perform and comply in all material respects with all of its obligations with respect to the Receivables.

5.9 Intellectual Property. (a) Such Grantor (either itself or through licensees) will not, without the prior written consent of the Agent, discontinue use of any Material Intellectual Property, or do any act or omit to do any act whereby any Material Intellectual Property may lapse, become abandoned, cancelled, dedicated to the public, forfeited, or otherwise impaired, or abandon any application or any right to file an application for a Copyright, Patent, or Trademark constituting Material Intellectual Property.

(b) Such Grantor shall take all commercially reasonable steps, including in any proceeding before the United States Patent and Trademark Office or the United States Copyright Office, to pursue any application and maintain any registration or issuance of each Trademark, Patent, and Copyright owned by or exclusively licensed to such Grantor and constituting Material Intellectual Property, including, but not limited to, those applications and registrations listed on Schedule 6.

(c) Such Grantor agrees that, (i) should it obtain an ownership interest in any item of Intellectual Property which is not now a part of the Collateral, (ii) should it obtain an exclusive license to any registered Copyright which is not now a part of the Collateral, (iii) should it (either by itself or through any agent, employee, licensee, or designee) file any application for the registration or issuance of any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office, or any similar office or agency in any other country or in any political subdivision of any of the foregoing, or (iv) should it file a Statement of Use or an Amendment to Allege Use with respect to any "intent-to-use" Trademark application (collectively, the "After-Acquired Intellectual Property"), then the provisions of Section 3 shall automatically apply thereto, and any such After-Acquired Intellectual Property shall automatically become part of the Collateral, and it shall give prompt (and, in any event within fifteen Business Days after the last day of the fiscal quarter of the Borrower in which such Grantor acquires such ownership interest) written notice thereof to the Agent in accordance herewith, and it shall provide the Agent promptly (and, in any event within fifteen Business Days after the last day of the fiscal quarter of the Borrower in which such Grantor acquires such ownership interest) with an amended Schedule 6 hereto and promptly take the actions specified in 5.19(d) with respect thereto.

(d) Such Grantor agrees to execute Intellectual Property Security Agreements with respect to any United States issued Patents and Patent applications, any United States registered Trademarks and applications for the registration of Trademarks, any United States registered Copyrights and applications to register Copyrights, and any Copyright Licenses that grant to such Grantor any exclusive right in or to any United States registered Copyright (collectively, "Perfected IP"), in each case, included in the Collateral as of the date hereof, as well as any Perfected IP constituting After-Acquired Intellectual Property, in substantially the form of Exhibits C-1, C-2, and C-3 in order to record the security interest granted herein to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office and the United States Copyright Office, and such Grantor shall promptly execute and deliver, and have recorded, any and all other agreements, instruments, documents, and papers as the Agent may reasonably request to evidence the Secured Parties' security interest in any such Intellectual Property with any other applicable offices, agencies, or Governmental Authorities within the United States.

(e) [Reserved.]

(f) Such Grantor shall promptly notify the Agent if it knows or has reason to know that any item of Material Intellectual Property may become (i) abandoned or dedicated to the public or placed in the public domain, (ii) invalid or unenforceable or (iii) subject to any adverse determination or development regarding such Grantor's ownership, registration or use or the validity or enforceability of such item of Intellectual Property (including the institution of, or any adverse development with respect to, any action or proceeding in the United States Patent and Trademark Office, the United States Copyright Office, any state registry, any foreign counterpart of the foregoing, or any court other than non-final office actions before the United States Patent and Trademark Office or the United States Copyright Office in connection with the prosecution of an application for registration).

(g) To the extent expressly mandated by law, such Grantor (itself and through licensees) will use proper notice of its Intellectual Property rights in connection with the use of any of its Material Intellectual Property.

(h) In the event that any Person initiates, or threatens in writing to initiate, any action or proceeding alleging that such Grantor, or the conduct of such Grantor's business, infringes, misappropriates, dilutes, or otherwise violates the intellectual property of any other Person, and such action or proceeding could reasonably be expected to have a Material Adverse Effect, such Grantor shall promptly notify the Agent after it learns thereof.

(i) In the event that any Material Intellectual Property owned by any Grantor is infringed, misappropriated, diluted or otherwise violated by another Person, such Grantor shall (i) promptly take all reasonable actions in such Grantor's reasonable business judgment to stop such infringement, misappropriation, dilution or other violation and protect its rights in such Material Intellectual Property including, but not limited to, the initiation of a suit for injunctive relief and to recover damages, and (ii) promptly notify the Agent after it learns thereof.

(j) Such Grantor shall take all commercially reasonable steps to protect the secrecy of all Trade Secrets constituting Material Intellectual Property, including, without limitation, entering into confidentiality agreements with employees and consultants and labeling and restricting access to secret information and documents.

5.10 Government Receivables. Within 60 days after the Closing Date (or such longer time period as the Agent may agree in its sole discretion), with respect to any Receivables relating to Material Government Contracts in effect as of the Closing Date after giving effect to the Transactions, the validity, perfection or enforcement of the security interest of the Agent therein is subject to the Federal Assignment of Claims Act, 31 U.S.C. 3727, the Federal Assignment of Contracts Act, 41 U.S.C. 15 or any similar state or foreign statute, each Grantor shall deliver to the Agent all documentation necessary or desirable to ensure the validity, perfection and enforcement of the security interest of the Agent therein, including, without limitation, executed notices to the applicable Governmental Authority of the security interest of the Agent therein. Together with the delivery of each Compliance Certificate pursuant to Section 6.02(b) of the Credit Agreement, each Grantor shall notify the Agent in writing of the

entering into of any new Material Government Contract during the relevant period (and shall provide a written summary of each such new Material Government Contract in a form reasonably satisfactory to the Agent) and with respect to any Receivables relating to such new Material Government Contracts, the validity, perfection or enforcement of the security interest of the Agent therein is subject to the Federal Assignment of Claims Act, 31 U.S.C. 3727, the Federal Assignment of Contracts Act, 41 U.S.C. 15 or any similar state or foreign statute, each Grantor shall, at the time of the delivery of the notice to the Agent of the entering into of such new Material Government Contracts, deliver to the Agent all documentation necessary or desirable to ensure the validity, perfection and enforcement of the security interest of the Agent therein, including, without limitation, executed notices to the applicable Governmental Authority of the security interest of the Agent therein. At the reasonable request of the Agent, with respect to any Receivables relating to Government Contracts that are not Material Government Contracts, the validity, perfection or enforcement of the security interest of the Agent therein is subject to the Federal Assignment of Claims Act, 31 U.S.C. 3727, the Federal Assignment of Contracts Act, 41 U.S.C. 15 or any similar state or foreign statute, each Grantor shall deliver to the Agent all documentation necessary or desirable to ensure the validity, perfection and enforcement of the security interest of the Agent therein, including, without limitation, executed notices to the applicable Governmental Authority of the security interest of the Agent therein. With respect to any Receivables relating to Government Contracts, the validity, perfection or enforcement of the security interest of the Agent therein is subject to the Federal Assignment of Claims Act, 31 U.S.C. 3727, the Federal Assignment of Contracts Act, 41 U.S.C. 15 or any similar state or foreign statute, at the reasonable request of the Agent or upon the occurrence and during the continuance of an Event of Default, each Grantor shall (and each Grantor authorizes the Agent to take all such steps) take all steps necessary or desirable to ensure the validity, perfection and enforcement of the security interest of the Agent therein, including, without limitation, the giving of notice to the applicable Governmental Authority of the security interest of the Agent therein, the filing of an original of and true copies of this Agreement with the appropriate governmental offices and any sureties as required by applicable law and regulations and the obtaining of the consent of the applicable Governmental Authority to the assignment of payments thereunder to the Agent. Unless the Agent otherwise agrees in its sole discretion, commencing on the 60th day after the Closing Date (or such later date as the Agent may agree in its sole discretion), each Grantor shall cause all collections of, payments of and other Proceeds of Receivables relating to Government Contracts to be deposited in and held in Securities Accounts or Deposit Accounts subject to control agreements reasonably satisfactory to the Agent; provided that collections of, payments of and other Proceeds of Receivables relating to Government Contracts entered into prior to the Closing Date may be deposited in the Borrower's account number 0005138684212 located at BB&T Bank or the Borrower's account number 15374386 located at Citibank, N.A., if consistent, including with respect to the amount and type of such collections, payments or Proceeds, with the past practice of the Borrower, which such accounts the Agent acknowledges are not and will not be subject to control agreements unless otherwise required by Section 5.2; provided further that if the outstanding balance held in the Borrower's account number 0005138684212 located at BB&T Bank or the Borrower's account number 15374386 located at Citibank, N.A. exceeds \$50,000, the Borrower shall promptly cause such outstanding balance to be transferred to a Securities Account or Deposit Account subject to a control agreement reasonably satisfactory to the Agent. Notwithstanding anything to the

contrary contained herein, if any contract with any applicable Governmental Authority requires consent by or on behalf of such applicable Governmental Authority in order for any such Receivable to be included in the Collateral or for the Secured Parties to perfect their security interest thereon and/or obtain the full benefits of such security interest, such Grantor shall only be required to exercise commercially reasonable efforts to obtain such consent (and if such consent cannot be obtained after the exercise of such commercially reasonable efforts, no Grantor shall be in breach hereof).

5.11 Perfection. Notwithstanding anything to the contrary herein, no Grantor shall be required to perfect the security interests granted by this Agreement (including security interests in cash, Deposit Accounts, Securities Entitlements, Negotiable Documents, Securities Accounts, Commodity Contracts, Supporting Obligations, Letter of Credit Rights and Investment Property included in the Collateral) by any means other than by (i) filings pursuant to the UCC of the relevant State(s) or the District of Columbia or in the case of any Grantor not organized under the laws of the United States, the District of Columbia, (ii) filings in the United States Patent and Trademark Office or the United States Copyright Office, or successor office, that are necessary or advisable for the purpose of perfecting, confirming, enforcing, or protecting the security interests granted in certain Intellectual Property, (iii) entering into control agreements with respect to any Securities Entitlements, Securities Accounts and Deposit Accounts as required by Section 5.2(d), (iv) delivery to the Administrative Agent (or its bailee) to be held in its possession in the United States of all Collateral consisting of (A) each certificate representing any Pledged Equity Interests, together with an undated stock (or analogous) power, in form and substance reasonably satisfactory to the Agent, covering such certificate duly executed in blank and (B) Instruments (other than checks received in the ordinary course of business), Certificated Securities, Negotiable Documents and Tangible Chattel Paper as required by Section 5.2(a), (v) taking the actions required by Section 5.2(c) with respect to Uncertificated Securities, (vi) complying with the requirements of Section 5.2(e) with respect to Commodity Contracts, (vii) complying with the requirements of Section 5.10 and (viii) such means as are expressly contemplated by this Agreement (including, without limitation, Sections 4.10, 4.11 and 5.2(f)).

SECTION 6. REMEDIAL PROVISIONS

6.1 Certain Matters Relating to Receivables. (a) The Agent shall have the right annually (or, if an Event of Default has occurred and is continuing, at any time) to make test verifications of the Receivables in any manner and through any medium that it reasonably considers advisable, and each Grantor shall furnish all such assistance and information as the Agent may require in connection with such test verifications. Annually (or, if an Event of Default has occurred and is continuing, at any time), upon the Agent's request and at the expense of the relevant Grantor, such Grantor shall cause independent public accountants or others satisfactory to the Agent to furnish to the Agent reports showing reconciliations, aging and test verifications of, and trial balances for, the Receivables.

(b) The Agent hereby authorizes each Grantor to collect such Grantor's Receivables and each Grantor hereby agrees to continue to collect all amounts due or to become due to such Grantor under the Receivables and any Supporting Obligation and diligently exercise each material right it may have under any Receivable and any Supporting Obligation, in each

case, at its own expense consistent with its reasonable business judgment; provided, however, that the Agent may curtail or terminate said authority at any time after the occurrence and during the continuance of an Event of Default. If required by the Agent at any time after the occurrence and during the continuance of an Event of Default, any payments of Receivables, when collected by any Grantor, (i) shall be forthwith (and, in any event, within two Business Days) be deposited by such Grantor in the exact form received, duly endorsed by such Grantor to the Agent if required, in a Collateral Account maintained under the sole dominion and control of the Agent, subject to withdrawal by the Agent for the account of the Secured Parties only as provided in Section 6.4, and (ii) until so turned over, shall be held by such Grantor in trust for the Secured Parties, segregated from other funds of such Grantor. Each such deposit of Proceeds of Receivables shall be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit.

(c) If an Event of Default has occurred and is continuing, at the Agent's request, each Grantor shall deliver to the Agent all original and other documents evidencing, and relating to, the agreements and transactions which gave rise to the Receivables, including, without limitation, all original orders, invoices and shipping receipts.

6.2 Communications with Obligors; Grantors Remain Liable. (a) The Agent in its own name or in the name of others may at any time after the occurrence and during the continuance of an Event of Default communicate with obligors under the Receivables to verify with them to the Agent's satisfaction the existence, amount and terms of any Receivables.

(b) After the occurrence and during the continuance of an Event of Default, the Agent may at any time notify, or require any Grantor to so notify, the Account Debtor or counterparty on any Receivable of the security interest of the Agent therein. In addition, after the occurrence and during the continuance of an Event of Default, the Agent may upon written notice to the applicable Grantor, notify, or require any Grantor to notify, the Account Debtor or counterparty to make all payments under the Receivable directly to the Agent.

(c) Anything herein to the contrary notwithstanding, each Grantor shall remain liable under each of the Receivables to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. No Secured Party shall have any obligation or liability under any Receivable (or any agreement giving rise thereto) by reason of or arising out of this Agreement or the receipt by any Secured Party of any payment relating thereto, nor shall any Secured Party be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Receivable (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

6.3 Proceeds to be Turned Over To Agent. In addition to the rights of the Secured Parties specified in Section 6.1 with respect to payments of Receivables, if an Event of Default shall occur and be continuing, all Proceeds received by any Grantor consisting of cash,