

pronouncements and interpretations shall be excluded;

(ix) any impairment charge or asset write-off, write-up or write-down, in each case pursuant to U.S. GAAP, shall be excluded;

(x) any noncash compensation expense recorded from grants or periodic re-measurements of stock appreciation or similar rights, stock options, restricted stock or other rights or any other issuance of Equity Interests to employees, directors or consultants of Parent or any of its Restricted Subsidiaries or any compensation expense arising out of Parent's supplemental executive retirement plans shall be excluded;

(xi) any adjustments attributable to foreign currency translations, including those relating to mark-to-market of Indebtedness denominated in foreign currencies resulting from the application of U.S. GAAP, including ASC No. 830, shall be excluded;

(xii) accruals and reserves that are established within 12 months after the Closing Date that are required to be established as a result of the Transaction in accordance with U.S. GAAP shall be excluded; and

(xiii) all Dividends paid (or deemed paid pursuant to the last sentence of Section 10.03) during such period pursuant to clauses (v), (vi), (vii) and (viii) of Section 10.03 shall reduce Consolidated Net Income (except to the extent (I) the amount paid with such Dividends by Parent would not, if the respective expense or other item had been incurred directly by Parent, have reduced Consolidated Net Income or (II) such Dividend is paid by Parent in respect of an expense or other item that has resulted in, or will result in, a reduction of Consolidated Net Income, in each case as calculated pursuant to the provisions of this definition).

"Consolidated Total Assets" means, as of any date of determination, the amount that would, in conformity with U.S. GAAP, be set forth opposite the caption "total assets" (or any like caption) on a consolidated balance sheet of Parent and the Restricted Subsidiaries at such date.

"Contingent Obligation" means, as to any Person, any obligation of such Person as a result of such Person being a general partner of any other Person, unless the underlying obligation is expressly made non-recourse as to such general partner, and any obligation of such Person guaranteeing or intended to guarantee any Indebtedness ("primary obligations") of any other Person (the "primary obligor") in any manner, whether directly or indirectly, including, without limitation, any such obligation of such Person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (x) for the purchase or payment of any such primary obligation or (y) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth

or solvency of the primary obligor, (iii) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the holder of such primary obligation against loss in respect thereof; provided, however, that the term Contingent Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation in respect of which such Contingent Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof (assuming such Person is required to perform thereunder) as determined by such Person in good faith.

"Continuing Directors" means the directors of Parent on the date of consummation of an Initial Public Offering, and each other director if, in each case, such other director's nomination for election to the board of directors of Parent or the Parent Company that is the registrant with respect to such Initial Public Offering, as the case may be, is recommended by at least a majority of the then Continuing Directors or such other director receives the affirmative vote or consent of, or is appointed or otherwise approved by, the Sponsor or any Sponsor Affiliate, or those Permitted Holders which then hold a majority of the voting Equity Interests in Parent or the Parent Company that is the registrant with respect to such Initial

Public Offering, as the case may be, then held by all Permitted Holders, in his or her election by the shareholders of Parent or the Parent Company that is the registrant with respect to such Initial Public Offering, as the case may be.

“Control Agreement” means a control agreement, in form and substance reasonably satisfactory to the Agent, executed and delivered by a Loan Party, the Agent, and the applicable securities intermediary (with respect to a Securities Account) or bank (with respect to a Deposit Account).

“Convertible Senior Notes” means Parent’s 4.25% Convertible Senior Notes due 2016 issued pursuant to the Convertible Senior Notes Indenture.

“Convertible Senior Notes Documents” means the Convertible Senior Notes Indenture, the Convertible Senior Notes, and any other documents, agreements or instruments executed in connection therewith.

“Convertible Senior Notes Indenture” means that certain Indenture dated February 1, 2008 (as amended by that certain First Supplemental Indenture dated as of February 12, 2008) between Parent and Wells Fargo Bank, National Association (as successor trustee to Bank of America, N.A., as successor-by-merger to LaSalle Bank National Association pursuant to an Instrument of Resignation, Appointment and Acceptance dated January 20, 2009), as Trustee.

“Copyright Security Agreement” has the meaning set forth in the Security Agreement.

“Credit Event” means the making of any Loan.

“Credit Extension” means, as the context may require, (i) a Credit Event or (ii) the issuance, amendment, extension or renewal of any Letter of Credit by the Issuing Bank or the amendment, extension or renewal of any Existing Letter of Credit; provided that “Credit Extensions” shall not include conversions and continuations of outstanding Loans.

“Currency Reserves” means at any time, the Equivalent (determined as of the most recent Exposure Determination Date) equal to 5% of the aggregate amount of any Letter of Credit denominated in a Committed Foreign Currency outstanding at such time.

“Default” means an event, condition, or default that, with the giving of notice, the passage of time, or both, would be an Event of Default.

“Defaulting Lender” means any Lender that (a) has failed to fund any amounts required to be funded by it under this Agreement within 2 Business Days of the date that it is required to do so under this Agreement (including the failure to make available to the Agent amounts required pursuant to a Settlement or to make a required payment in connection with a Letter of Credit Disbursement) unless such Lender notifies the Agent in writing that such failure is the result of such Lender’s good faith determination that the conditions to funding have not been satisfied, (b) has notified Parent, the Borrowers, the Agent, or any Lender in writing that it does not intend to comply with all or any portion of its funding obligations under this Agreement, (c) has made a public statement to the effect that it does not intend to comply with its funding obligations under this Agreement or under other agreements generally (as reasonably determined by the Agent) under which it has committed to extend credit, (d) failed, within 1 Business Day after written request by the Agent, to confirm that it will comply with the terms of this Agreement relating to its obligations to fund any amounts required to be funded by it under this Agreement, (e) otherwise failed to pay over to the Agent or any other Lender any other amount required to be paid by it under this Agreement within 2 Business Days of the date that it is required to do so under this Agreement, or (f) (i) becomes or is insolvent or has a parent company that has become or is insolvent or (ii) becomes the subject of an Insolvency Proceeding, or has had a receiver, conservator, trustee, or custodian or appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment or has a parent company that has become the subject of an Insolvency Proceeding, or has had a receiver, conservator, trustee, or custodian appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment.

“Defaulting Lender Rate” means (a) for the first 3 days from and after the date the relevant payment is due, the Base Rate, and (b) thereafter, the interest rate then applicable to Loans that are Base Rate Loans.

“Deposit Account” means any deposit account (as that term is defined in the UCC).

“Deposit Account Control Agreement” means a Deposit Account control agreement to be executed by each institution maintaining a Deposit Account (other than an Excluded Deposit Account) for the Lead Borrower or any other Loan Party, in each case as required by and in accordance with the terms of Section 9.16.

“Designated Non-Cash Consideration” means the fair market value of non-cash consideration received by Parent or one of its Restricted Subsidiaries in connection with a sale of assets that is so designated as Designated Non-Cash Consideration pursuant to an officers’ certificate, setting forth the basis of such valuation, less the amount of cash and Cash Equivalents received in connection with a subsequent sale of such Designated Non-Cash Consideration.

“Dilution” means, as of any date of determination, a percentage, based upon the experience of the immediately prior 12 months, that is the result of dividing the Dollar amount of (a) bad debt write-downs, discounts, advertising allowances, credits (other than, on a dollar for dollar basis, credits for cash received by a Borrower), or other dilutive items with respect to the Borrowers’ Accounts during such period, by (b) the Borrowers’ billings with respect to Accounts during such period.

“Dilution Reserve” means, as of any date of determination, an amount sufficient to reduce the advance rate against Eligible Accounts by 1 percentage point (or fraction thereof, rounding to the nearest one-tenth of 1 percentage point) for each percentage point (or fraction thereof, rounding to the nearest one-tenth of 1 percentage point) by which Dilution is in excess of 5%.

“Disclosure Letter” means the letter executed by Parent in favor of the Agent in connection herewith, dated on or about the date hereof and attaching Schedules S-1, 8.12, 8.14, 8.18, 8.20, 9.13, 9.15, 9.16, 10.01, 10.02, 10.04, 10.05 and 10.06.

“Disqualified Equity Interests” means , with respect to any Person, any Equity Interests in such Person that, by their terms (or by the terms of any security or other Equity Interests into which they are convertible or for which they are exchangeable), or upon the happening of any event or condition:

- (a) mature or are mandatorily redeemable (other than solely for Qualified Equity Interests in such Person or cash in lieu of fractional shares of such Equity Interests), pursuant to a sinking fund obligation or otherwise;
- (b) are redeemable at the option of the holder thereof (other than solely for Qualified Equity Interests in such Person or cash in lieu of fractional shares of such Equity Interests), in whole or in part;
- (c) provide for the scheduled payments of dividends in cash; or
- (d) are or become convertible into or exchangeable for Indebtedness or any other Equity Interests that would constitute Disqualified Equity Interests;

in each case, prior to the date that is 180 days after the latest Maturity Date (determined as of the date of issuance thereof or, in the case of any such Equity Interests outstanding on the date hereof, the date hereof); provided that (i) an Equity Interest in any Person that would not constitute a Disqualified Equity Interest but for terms thereof giving holders thereof the right to require such Person to redeem or purchase such Equity Interest upon the occurrence of an “asset sale” or a “change of control” (or similar event, however denominated) shall not constitute a Disqualified Equity Interest if any such requirement becomes operative only after repayment in full of all the Loans and all other Obligations that are accrued and payable, the cancelation, expiration or cash collateralization of all Letters of Credit and the termination or expiration of the Commitments and (ii) an Equity Interest in any Person that is issued to any officer, director, employee, manager, partner,

consultant or independent contractor or to any plan for the benefit of officers, directors or employees or by any such plan to such officers, directors or employees shall not constitute a Disqualified Equity Interest solely because it may be required to be repurchased by such Person or any of its Subsidiaries in order to satisfy applicable statutory or regulatory obligations or as a result of such employee's retirement, termination, resignation, death or disability.

"Disqualified Lender" means (x) certain banks, financial institutions and other institutional lenders that were specified in writing by the Lead Borrower or the Sponsors to the Agent on or prior to October 26, 2014, or, if consented to in writing by the Agent, prior to the Closing Date (and, in each case, disclosed to each Lender executing this Agreement on the Closing Date to the extent requested in writing by such Lender), (y) competitors of Parent and its Subsidiaries that have been specified in writing by the Lead Borrower or the Sponsors to the Agent (which specifications the Agent shall provide to the other Lenders that have requested in writing to receive them) on or after the Closing Date from time to time and (z) Affiliates of any Persons set forth in preceding clauses (x) and (y) (but which shall, in all events, not include any bond fide debt investment funds that are Affiliates of any such Persons) that have been specified in writing by the Lead Borrower or the Sponsors to the Agent on or after the Closing Date (which specifications the Agent shall provide to the other Lenders that have requested in writing to receive them) from time to time or where such Affiliate's relationship is readily apparent on its face from the name of such Affiliate (as reasonably determined by the Agent in accordance with its customary syndication practices). Notwithstanding the foregoing, each Loan Party and the Lenders acknowledge and agree that the Agent will not have any

responsibility or obligation to determine whether any Lender or potential Lender is a Disqualified Lender and the Agent will not have any liability with respect to any assignment made to a Disqualified Lender.

"Distribution Conditions" means as to any relevant action contemplated in this Agreement, (i) no Event of Default has then occurred and is continuing or would result from such action, and (ii) (a) Availability on a Pro Forma Basis would be at least the greater of (x) 20.0% of the Line Cap and (y) \$20,000,000, in each case immediately after giving effect to such action and over the 30 consecutive days prior to consummation of such action (as calculated on a Pro Forma Basis), or (b) Availability on a Pro Forma Basis would be at least 15.0% of the Line Cap immediately after giving effect to such action and over the 30 consecutive days immediately prior to such action (as calculated on a Pro Forma Basis) and the Fixed Charge Coverage Ratio would be at least 1.00 to 1.00 on a Pro Forma Basis for the most recent Test Period for which Section 9.01 Financials have been delivered to the Agent.

"Dividend" means, with respect to any Person, that such Person has declared or paid a dividend, distribution or returned any equity capital to its stockholders, partners or members or authorized or made any other distribution, payment or delivery of property (other than common equity of such Person) or cash to its stockholders, partners or members as such, or redeemed, retired, purchased or otherwise acquired, directly or indirectly, for a consideration any shares of any class of its capital stock or any partnership or membership interests outstanding on or after the Closing Date (or any options or warrants issued by such Person with respect to its Equity Interests), or set aside any funds for any of the foregoing purposes.

"Dollars" or "\$" means United States dollars.

"Dominion Account" means a special concentration account established by the Lead Borrower at Bank of America, N.A. or another bank reasonably acceptable to the Agent, over which the Agent has exclusive control for withdrawal purposes pursuant to the terms and provisions of any Loan Document.

"Effective Yield" means, as to any Loans, the effective yield on such Loans as determined by the Agent, taking into account the applicable interest rate margins, any interest rate floors or similar devices and all fees, including upfront or similar fees or original issue discount (amortized over the shorter of (x) the Weighted Average Life to Maturity of such Loans and (y) the four years following the date of incurrence thereof) payable generally to Lenders making such Loans, but excluding any arrangement, structuring or other fees payable in connection therewith that are not generally shared with the relevant Lenders and customary consent fees paid generally to consenting Lenders.

“Eligible Accounts” means those Accounts created by a Borrower in the ordinary course of its business, that arise out of such Borrower’s sale of goods or rendition of services, that comply with each of the representations and warranties respecting Eligible Accounts made in the Loan Documents, and that are not excluded as ineligible by virtue of one or more of the excluding criteria set forth below; provided, that at the written request of the Lead Borrower, the Borrowing Base may be modified to include the Eligible Accounts of a Foreign Subsidiary, but only so long as the Agent and all of the Lenders have provided their prior written consent to so including the Eligible Accounts of a Foreign Subsidiary in the Borrowing Base (it being understood and agreed that if such consent, if given by the Agent and the Lenders, may include such conditions as they deem appropriate, including, without limitation, the following: (i) the eligibility criteria for Eligible Accounts of a Foreign Subsidiary may be modified and additional Reserves may be established, (ii) each Foreign Subsidiary may be required to become a Loan Party (and the Agent and the Lenders shall have received the information and searches described in Section 13.15) and if a Borrower, the interest rate, currency, and borrowing procedures shall be determined by the Agent and the Lenders, (iii) Foreign Subsidiaries of Parent may be required to guaranty the Obligations of such Foreign Subsidiary

secured by a first priority Lien on the assets of such Foreign Subsidiary, (iv) Parent and its U.S. Subsidiaries may be required to guaranty the Obligations of each Foreign Subsidiary, and each Foreign Subsidiary may be required to guaranty the Obligations of each Loan Party unless such Foreign Subsidiary is a CFC and providing such guaranty by such Foreign Subsidiary would result in adverse tax consequences (as determined in good faith by Parent) or the costs to the Loan Parties of providing such guaranty or such security agreements are unreasonably excessive (as reasonably determined by the Agent and the Lead Borrower) in relation to the benefits to the Agent and the Lenders of the guaranty afforded thereby, and (v) each of the conditions precedent set forth in Section 7 may be required to have been satisfied and Loan Parties to have executed and delivered such agreements, instruments, documents and opinions as the Agent may request to effectuate the forgoing). In determining the amount to be included, Eligible Accounts shall be calculated net of customer deposits, unapplied cash, taxes, discounts, credits, allowances, and rebates. Eligible Accounts shall not include the following:

- (a) Accounts that the Account Debtor has failed to pay within 90 days of the original invoice date or 60 days of the original due date, or Accounts with selling terms of more than 30 days;
- (b) Accounts owed by an Account Debtor (or its Affiliates) where 50% or more of all Accounts owed by that Account Debtor (or its Affiliates) are deemed ineligible under clause (a) above;
- (c) Accounts with respect to which the Account Debtor is an Affiliate of any Borrower or an employee or agent of any Borrower or any Affiliate of any Borrower;
- (d) Accounts arising in a transaction wherein goods are placed on consignment or are sold pursuant to a guaranteed sale, a sale or return, a sale on approval, a bill and hold, or any other terms by reason of which the payment by the Account Debtor may be conditional;
- (e) Accounts that are not payable in Dollars or Canadian Dollars;
- (f) Accounts with respect to which the Account Debtor either (i) does not maintain its chief executive office in the United States or Canada, (ii) is not organized under the laws of the United States or Canada or any state, province or subdivision thereof, or (iii) is the government of any foreign country or sovereign state, or of any state, province, municipality, or other political subdivision thereof, or of any department, agency, public corporation, or other instrumentality thereof in each case, unless (A) the Account is supported by an irrevocable letter of credit reasonably satisfactory to the Agent (as to form, substance, and issuer or domestic confirming bank) that has been delivered to the Agent and is directly drawable by the Agent, or (B) the Account is covered by credit insurance in form, substance, and amount, and by an insurer, reasonably satisfactory to the Agent;
- (g) Accounts with respect to which the Account Debtor is either (i) the United States or any department, agency, or instrumentality of the United States (exclusive, however, of Accounts with respect to which Borrowers

have complied, to the reasonable satisfaction of the Agent, with the Assignment of Claims Act, 31 USC §3727), or (ii) any state or political subdivision of the United States;

(h) Accounts with respect to which the Account Debtor is a creditor of a Borrower, has or has asserted a right of recoupment or setoff, or has disputed its obligation to pay all or any portion of the Account, to the extent of such claim, right of recoupment or setoff, or dispute;

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(i) Accounts with respect to an Account Debtor whose total obligations owing to Borrowers exceed 15% (such percentage, as applied to a particular Account Debtor, being subject to reduction by the Agent in its Permitted Discretion if the creditworthiness of such Account Debtor deteriorates) of all Eligible Accounts, to the extent of the obligations owing by such Account Debtor in excess of such percentage; provided, that, in each case, the amount of Eligible Accounts that are excluded because they exceed the foregoing percentage shall be determined by Agent based on all of the otherwise Eligible Accounts prior to giving effect to any eliminations based upon the foregoing concentration limit;

(j) Accounts with respect to which the Account Debtor is subject to an Insolvency Proceeding, is not Solvent, has gone out of business, or as to which any Borrower has received written notice of an imminent Insolvency Proceeding or a material impairment of the financial condition of such Account Debtor;

(k) Accounts, the collection of which, the Agent, in its Permitted Discretion, believes to be doubtful, including by reason of the Account Debtor's financial condition;

(l) Accounts that are not subject to a valid and perfected and, subject to Permitted Liens, first priority, Agent's Lien;

(m) Accounts with respect to which (i) the goods giving rise to such Account have not been shipped and billed to the Account Debtor, or (ii) the services giving rise to such Account have not been performed and billed to the Account Debtor;

(n) Accounts with respect to which the Account Debtor is a Sanctioned Person or Sanctioned Entity;

(o) Accounts that represent the right to receive progress payments or other advance billings that are due prior to the completion of performance by the applicable Borrower of the subject contract for goods or services; or

(p) Accounts owned by a target acquired in connection with a Permitted Acquisition, until the completion of an appraisal and field examination with respect to such target, in each case, reasonably satisfactory to the Agent (which appraisal and field examination may be conducted prior to the closing of such Permitted Acquisition).

"Eligible Equipment" means Equipment of a Borrower that has been appraised by an appraiser reasonably acceptable to the Agent pursuant to the most recent appraisal of the Equipment of the Borrowers, upon which the Agent is expressly entitled to rely, to determine the Net Orderly Liquidation Value of such Equipment, that complies with each of the representations and warranties respecting Eligible Equipment made in the Loan Documents, and that is not excluded as ineligible by virtue of one or more of the excluding criteria set forth below; provided, that an item of Equipment shall not be included in Eligible Equipment if:

(a) a Borrower does not have good, valid, and marketable title thereto;

(b) it is not located at one of the locations in the continental United States set forth on Schedule 1.01A (as such Schedule may be updated from time to time) (so long as the Agent has not disapproved in writing of any such location);

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- (c) it is in-transit (other than vehicles or generator sets so long as located in the United States);
- (d) it is located on real property leased by a Borrower or in a contract warehouse, in each case, unless (i) it is subject to a Collateral Access Agreement executed by the lessor or warehouseman, as the case may be, or (ii) the Agent has established a Landlord Reserve with respect to such location (provided, that Equipment shall not be excluded as Eligible Equipment solely as a result of this clause (d) during the 90 day period following the Closing Date (or such longer period as may be reasonably acceptable to the Agent));
- (e) it is not subject to a valid and perfected and, subject to Permitted Liens, first priority Agent's Lien (provided, that Equipment subject to certificates of title shall not be excluded as Eligible Equipment solely as a result of this clause (e) during the 60 day period following the Closing Date (or such longer period as may be reasonably acceptable to the Agent));
- (f) it is not in good working order and marketable condition (ordinary wear and tear excepted);
- (g) it is worn out, obsolete, damaged or defective Equipment;
- (h) it consists of computer hardware;
- (i) it consists of fixtures, or, unless the Agent otherwise agrees, it consists of Equipment that is not readily removable from the Real Property upon which it is located without causing physical damage to such Real Property;
- (j) it consists of tooling; or
- (k) it is leased to a Borrower or by a Borrower.

"Eligible Inventory" means Inventory of a Borrower, that complies with each of the representations and warranties respecting Eligible Inventory made in the Loan Documents, and that is not excluded as ineligible by virtue of one or more of the excluding criteria set forth below. In determining the amount to be so included, Inventory shall be valued at the lower of cost or market value on a basis consistent with the Borrowers' historical accounting practices. An item of Inventory shall not be included in Eligible Inventory if:

- (a) a Borrower does not have good, valid, and marketable title thereto;
- (b) a Borrower does not have actual and exclusive possession thereof (either directly or through a bailee or agent of a Borrower);
- (c) it is not located at one of the locations in the continental United States set forth on Schedule 1.01B (as such Schedule may be updated from time to time) (so long as the Agent has not disapproved in writing of any such location) (or in-transit from one such location to another such location);
- (d) it is in-transit to or from a location of a Borrower (other than in-transit from one location set forth on Schedule 1.01B to another location set forth on Schedule 1.01B (as such Schedule

may be updated from time to time) (so long as the Agent has not disapproved in writing of any such location));

- (e) it is located on real property leased by a Borrower or in a contract warehouse, in each case, unless either (i) it is subject to a Collateral Access Agreement executed by the lessor or warehouseman, as the case may be, and it is segregated or otherwise separately identifiable from goods of others, if any, stored on the premises, or (ii) the Agent has established a Landlord Reserve with respect to such location (provided, that Inventory shall not

be excluded as Eligible Inventory solely as a result of this clause (e) during the 90 day period following the Closing Date (or such longer period as may be reasonably acceptable to the Agent));

- (f) it is the subject of a bill of lading or other document of title;
- (g) it is not subject to a valid and perfected and, subject to Permitted Liens, first priority Agent's Lien;
- (h) it consists of goods returned or rejected by a Borrower's customers or goods subject to any seizure, withdrawal, recall, suspension or detention (whether voluntary or otherwise);
- (i) it consists of goods that are obsolete or slow moving, restrictive or custom items, work-in-process, raw materials, or goods that constitute spare parts, packaging and shipping materials (other than paper roll stock), supplies used or consumed in the Borrowers' business, bill and hold goods, defective goods, "seconds," or Inventory acquired on consignment;
- (j) it is subject to third party trademark, licensing or other proprietary rights, unless the Agent is satisfied that such Inventory can be freely sold by the Agent on and after the occurrence of an Event of a Default despite such third party rights;
- (k) it was acquired in connection with a Permitted Acquisition, until the completion of an appraisal and field examination of such Inventory, in each case, reasonably satisfactory to the Agent (which appraisal and field examination may be conducted prior to the closing of such Permitted Acquisition);
- (l) it is crops growing or to be grown; or
- (m) it is at a location at which the aggregate book value of all Inventory of Loan Parties at such location is less than \$100,000.

"Eligible Transferee" means: (a) any Lender (other than a Defaulting Lender), any Affiliate of any Lender (other than a Defaulting Lender) and any Related Fund of any Lender (other than a Defaulting Lender); (b) (i) a commercial bank organized under the laws of the United States or any state thereof, and having total assets in excess of \$500,000,000 (or such lesser amount that is reasonably acceptable to Agent (but not less than \$250,000,000)); (ii) a savings and loan association or savings bank organized under the laws of the United States or any state thereof, and having total assets in excess of \$500,000,000 (or such lesser amount that is reasonably acceptable to Agent (but not less than \$250,000,000)); (iii) a commercial bank organized under the laws of any other country or a political subdivision thereof; provided that (A) (x) such bank is acting through a branch or agency located in the United States or (y) such bank is organized under the laws of a country that is a member of the Organization for Economic Cooperation and Development or a political subdivision of such country, and (B) such bank has total assets in excess of \$500,000,000 (or such lesser amount that is reasonably acceptable to Agent (but not less than \$250,000,000)); (c) any other

entity (other than a natural person) that is an "accredited investor" (as defined in Regulation D under the Securities Act) that extends credit or buys loans as one of its businesses including insurance companies, investment or mutual funds and lease financing companies, and having total assets in excess of \$500,000,000 (or such lesser amount that is reasonably acceptable to the Agent (but not less than \$250,000,000)); and (d) during the continuation of an Event of Default specified in Section 11.01 or 11.05, any other Person approved by Agent; provided, that no Loan Party or Affiliate of a Loan Party shall qualify as an Eligible Transferee. In addition, for the avoidance of doubt, a natural person shall (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person), in no events, constitute an Eligible Transferee.

"Employee Benefit Plan" means any employee benefit plan within the meaning of Section 3(3) of ERISA, whether or not subject to ERISA, (a) that is or within the preceding six (6) years has been sponsored, maintained or contributed to

by any Loan Party or ERISA Affiliate or (b) to which any Loan Party or ERISA Affiliate has, or has had at any time within the preceding six (6) years, any liability, contingent or otherwise.

“Environment” means ambient air, indoor air, surface water, groundwater, drinking water, land surface and sub-surface strata and natural resources such as wetlands, flora and fauna.

“Environmental Claims” means any and all administrative, regulatory or judicial actions, suits, demands, demand letters, directives, claims, liens, notices of noncompliance or violation, investigations and/or proceedings relating in any way to any Environmental Law or any permit issued, or any approval given, under any such Environmental Law (hereafter, “Claims”), including, without limitation, (a) any and all Claims by any Governmental Authority for enforcement, investigation, cleanup, removal, response, remedial or other actions or damages pursuant to any applicable Environmental Law, and (b) any and all Claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief arising out of or relating to an alleged injury or threat of injury to human health, safety or the Environment due to the presence of Hazardous Materials, including any Release or threat of Release of any Hazardous Materials.

“Environmental Law” means any applicable federal, state, provincial, foreign or local statute, law, rule, regulation, ordinance, code, binding and enforceable guideline or written policy of a Governmental Authority, or rule of common law now or hereafter in effect and in each case as amended, or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, in each case, to the extent binding on any Loan Party, relating to the pollution or protection of the Environment, the effect of the Environment on employee health, or Hazardous Materials, in each case as amended from time to time.

“Equipment” means equipment (as that term is defined in the UCC).

“Equity Contribution” means the contribution by the Sponsors in cash in immediately available funds directly or indirectly to Merger Sub as equity capital (or, in the case of clause (iv) below, (a) contribute cash as Permitted Parent Debt or (b) commit, pursuant to documentation in form and substance reasonably satisfactory to the Agent, to contribute in cash in immediately available funds directly or indirectly to Merger Sub as equity capital or Permitted Parent Debt) (in each case such equity capital to be common equity or, if preferred equity, on terms reasonably satisfactory to the Lead Arranger, and in the case of Permitted Parent Debt, such Permitted Parent Debt shall be unsecured and non-recourse to any Subsidiary of Parent) of an amount sufficient to fund the sum of (i) the payments made or to be made to acquire all of the Shares (as defined in the Merger Agreement), (ii) the payments made or to be made in respect of Company Stock Options (as defined in the Merger Agreement), Company Restricted Stock (as defined in the Merger

Agreement) and Company RSUs (as defined in the Merger Agreement) as provided in the Merger Agreement, (iii) the aggregate value of all Deferred Share Rights (as defined in the Merger Agreement) as of the Effective Time (as defined in the Merger Agreement), (iv) the payments made or to be made to the holders of the Convertible Senior Notes and (v) other than amounts not to exceed \$30,000,000 in the aggregate funded with loans under the Existing Credit Agreement, the payments made or to be made for other fees and expenses of Cavendish Global Limited, Merger Sub and Parent related to the transactions contemplated by the Merger Agreement.

“Equity Interests” means, with respect to a Person, all of the shares, options, warrants, interests, participations, or other equivalents (regardless of how designated) of or in such Person, whether voting or nonvoting, including capital stock (or other ownership or profit interests or units), preferred stock, or any other “equity security” (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the SEC under the Exchange Act).

“Equivalent” in Dollars of any currency other than Dollars on any date means the equivalent in Dollars of such other currency determined at the Agent’s Spot Rate of Exchange on the date falling two Business Days prior to the date of conversion or notional conversion, as the case may be.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and any successor statutes, and all regulations and guidance promulgated thereunder. Any reference to a specific section of ERISA shall be deemed to

be a reference to such section of ERISA and any successor statutes, and all regulations and guidance promulgated thereunder.

“ERISA Event” means (a) any “reportable event,” as defined in Section 4043 of ERISA or the regulations issued thereunder, but excluding any event for which the 30-day notice period is waived with respect to a Plan, (b) any failure to make a required contribution to any Plan that would result in the imposition of a Lien or other encumbrance or the failure to satisfy the minimum funding standards set forth in Sections 412 or 430 of the Code or Sections 302 or 303 of ERISA, or the arising of such a Lien or encumbrance, with respect to a Plan, (c) the incurrence by Parent, a Restricted Subsidiary, or an ERISA Affiliate of any liability under Title IV of ERISA with respect to the termination of any Plan or the withdrawal or partial withdrawal (including under Section 4062(e) of ERISA) of any of Parent, a Restricted Subsidiary, or an ERISA Affiliate from any Plan or Multiemployer Plan, (d) the filing of a notice of intent to terminate, the treatment of a Plan amendment as a termination under Section 4041 of ERISA, or the receipt by Parent, a Restricted Subsidiary, or an ERISA Affiliate from the PBGC or a plan administrator of any notice of intent to terminate any Plan or Multiemployer Plan or to appoint a trustee to administer any Plan, (e) the adoption of any amendment to a Plan that would require the provision of security pursuant to the Code, ERISA or other applicable law, (f) the receipt by Parent, a Restricted Subsidiary, or an ERISA Affiliate of any notice concerning statutory liability arising from the withdrawal or partial withdrawal of Parent, a Restricted Subsidiary, or an ERISA Affiliate from a Multiemployer Plan or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA, (g) the occurrence of any non-exempt “prohibited transaction” (within the meaning of Section 406 of ERISA or Section 4975 of the Code) with respect to which Parent or any Restricted Subsidiary is a “disqualified person” (within the meaning of Section 4975 of the Code) or with respect to which Parent or any Restricted Subsidiary could reasonably be expected to have liability, (h) the occurrence of any event or condition which constitutes grounds under Section 4042 of ERISA for the termination of any Plan or the appointment of a trustee to administer any Plan, (i) the filing of any request for or receipt of a minimum funding waiver under Section 412(c) of the Code with respect to any Plan or Multiemployer Plan, (j) a determination that any Plan is in “at-risk” status (as defined in Section 303(i)(4) of ERISA or Section 430(i)(4) of the Code), (k) the receipt by Parent, a Restricted Subsidiary or any ERISA Affiliate of any notice, that a Multiemployer Plan

is, or is expected to be, in endangered or critical status under Section 305 of ERISA or, (l) any other extraordinary event or condition with respect to a Plan or Multiemployer Plan which could reasonably be expected to result in a Lien or any acceleration of any statutory requirement to fund all or a substantial portion of the unfunded accrued benefit liabilities of such plan.

“ERISA Affiliate” means each entity, trade or business (whether or not incorporated) that together with a Loan Party would be (or has been) treated as a “single employer” within the meaning of section 4001(b)(1) of ERISA or subsections (b), (c), (m) or (o) of section 414 of the Code. ERISA Affiliate shall include any Subsidiary of any Loan Party.

“Euros” means the lawful currency of the European Union.

“Event of Default” has the meaning set forth in Section 11.

“Exchange Act” means the Securities Exchange Act of 1934, as in effect from time to time.

“Excluded Deposit Account” means a Deposit Account (i) which is used for the sole purpose of making payroll and withholding tax payments related thereto and other employee wage and benefit payments and accrued and unpaid employee compensation (including salaries, wages, benefits and expense reimbursements), (ii) which is used for paying taxes, including sales taxes, (iii) which is used as an escrow account or as a fiduciary or trust account, or (iv) which individually has an average daily closing balance for any fiscal month of less than \$500,000 and which, collectively, together with any other Deposit Accounts that are Excluded Deposit Accounts pursuant to this clause (iv), has an average daily closing balance for any fiscal month of less than \$5,000,000.

“Excluded Property” has the meaning set forth in the Security Agreement.