

02-22-1999



Form PTO-1594  
1-31-92

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

100967878

To the Honorable Commissioner

attached original documents or copy thereof.

1. Name of conveying party(ies): Domino's, Inc.  
 Individuals  Association  
 General Partnership -  Limited Partnership  
 Corporation- Delaware  Other  
 Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
 Name: Morgan Guaranty Trust Company of New York Int  
 Address:  
 Street Address: 787 Seventh Avenue  
 City: New York State: NY ZIP: 10019  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation Banking \_\_\_\_\_  
 Other \_\_\_\_\_  
 If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes  No   
 (Designations must be a separate document from Assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Release  
 Execution Date: 12/21/98

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
 Additional numbers attached?  Yes  No

Trademark Registration No.(s)\  
2,195,373

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Meredith Schorr  
 Internal Address: 1155 Avenue of the Americas, Room 2732  
 Street Address:  
 City: New York State: NY ZIP: 10036  
 Client/matter 1130481-0014 -Michael Bell

6. Total number of applications and registration involved 103  
 7. Total fee (37 CFR 3.41): \$2,590.00  
 Enclosed (enclosed with original submission)  
 Authorized to be charged to deposit account  
 8. Deposit account number:  
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*  
Meredith Schorr Name of Person Signing Meredith Schorr Signature 2/16/99 Date  
 Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patents and Trademarks  
 Box Assignments  
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

02/19/1999 JSHABAZZ 00000258 2195373

01 FC:481  
02 FC:482

40.00 DP  
2550.00 DP

MRD 2-18-99

**SCHEDULE I  
TO  
BORROWER PATENT AND TRADEMARK SECURITY AGREEMENT**

U.S. TRADEMARK REGISTRATIONS

| <b>Registered Owner</b> | <b>Trademark</b>                              | <b>Registration Number</b> | <b>Registration Date</b> |
|-------------------------|---|----------------------------|--------------------------|
| Domino's Pizza, Inc.    | PESTO CRUST<br>PIZZA & Design                 | 2195373                    | October 13, 1998         |
| Domino's Pizza, Inc.    | DOMINO'S<br>ONLINE!                           | 2199099                    | October 20, 1998         |
| Domino's Pizza, Inc.    | NET JAM                                       | 2148378                    | March 31, 1998           |
| Domino's Pizza, Inc.    | GARLIC CRUNCH<br>CRUST PIZZA &<br>Design      | 2108633                    | October 28, 1997         |
| Domino's Pizza, Inc.    | ROMA HERB<br>CRUST PIZZA &<br>Design          | 2108632                    | October 28, 1997         |
| Domino's Pizza, Inc.    | GOTTA BE<br>DOMINO'S                          | 1941096                    | December 12, 1995        |
| Domino's Pizza, Inc.    | DONNY DOMINO                                  | 1856079                    | September 27, 1994       |
| Domino's Pizza, Inc.    | THE DOMINATOR                                 | 1820062                    | February 8, 1994         |
| Domino's Pizza, Inc.    | TWISTY BREAD                                  | 1829085                    | March 29, 1994           |
| Domino's Pizza, Inc.    | Girl Design                                   | 1840722                    | June 21, 1994            |
| Domino's Pizza, Inc.    | SOMETHIN' FOR<br>NOTHIN'S REALLY<br>SOMETHIN' | 1817574                    | January 18, 1994         |
| Domino's Pizza, Inc.    | Domino Man Design                             | 1802222                    | November 2, 1993         |
| Domino's Pizza, Inc.    | SOMETHIN' FOR<br>NOTHIN'                      | 1838217                    | May 31, 1994             |
| Domino's Pizza, Inc.    | BUCKLE UP FOR<br>ME! & Design                 | 1751277                    | February 9, 1993         |
| Domino's Pizza, Inc.    | DOMINO'S Stylized                             | 1744721                    | January 5, 1993          |
| Domino's Pizza, Inc.    | PIZZAPERKS<br>Stylized                        | 1793896                    | September 21, 1993       |

| <b>Registered Owner</b> | <b>Trademark</b>  | <b>Registration Number</b> | <b>Registration Date</b> |
|-------------------------|---|----------------------------|--------------------------|
| Domino's Pizza, Inc.    | FIESTA PIZZA<br>FEAST Stylized  | 1852321                    | March 8, 1994            |
| Domino's Pizza, Inc.    | AMERICA'S<br>FAVORITE PIZZA<br>FEAST Stylized   | 1791773                    | September 7, 1993        |
| Domino's Pizza, Inc.    | ZZESTY Stylized   | 1800955                    | October 26, 1993         |
| Domino's Pizza, Inc.    | NOBODY KNOWS<br>LIKE DOMINO'S<br>Stylized   | 1748717                    | January 26, 1993         |
| Domino's Pizza, Inc.    | DOMINO'S PIZZA<br>NOBODY KNOWS<br>LIKE DOMINO'S<br>HOW YOU LIKE<br>PIZZA AT HOME. &<br>Design | 1768801                    | May 4, 1993              |
| Domino's Pizza, Inc.    | HOW YOU LIKE<br>PIZZA AT HOME.<br>Stylized  | 1718483                    | September 22, 1992       |
| Domino's Pizza, Inc.    | STOREFINDER   | 1698192                    | June 30, 1992            |
| Domino's Pizza, Inc.    | BREADZZTICKS! &<br>Design   | 1690388                    | June 2, 1992             |
| Domino's Pizza, Inc.    | ZZALAD! & Design  | 1725972                    | October 20, 1992         |
| Domino's Pizza, Inc.    | BUCK\$ BAG<br>DOMINO'S PIZZA &<br>Design  | 1682070                    | April 7, 1992            |
| Domino's Pizza, Inc.    | ZZINGLES! &<br>Design   | 1691799                    | June 9, 1992             |
| Domino's Pizza, Inc.    | BOGO Stylized   | 1763427                    | April 6, 1993            |
| Domino's Pizza, Inc.    | DOMINO'S PIZZA<br>PIZZAZZ! & Design   | 1721796                    | October 6, 1992          |
| Domino's Pizza, Inc.    | DOMINO'S PIZZA<br>PIZZAZ & Design   | 1647572                    | June 11, 1991            |
| Domino's Pizza, Inc.    | PEPPERONI PIZZA<br>FEAST Stylized   | 1645427                    | May 21, 1991             |
| Domino's Pizza, Inc.    | DOMINO'S PIZZA<br>PIZZAZZ   | 1665372                    | November 19, 1991        |

| <b>Registered Owner</b> | <b>Trademark</b>   | <b>Registration Number</b> | <b>Registration Date</b> |
|-------------------------|--|----------------------------|--------------------------|
| Domino's Pizza, Inc.    | MEATZZA PIZZA<br>Stylized                                | 1795441                    | September 28, 1993       |
| Domino's Pizza, Inc.    | 1-800-HOT-GRAM   | 1653273                    | August 6, 1991           |
| Domino's Pizza, Inc.    | PEPPERONI PRESS  | 1130386                    | February 5, 1980         |
| Domino's Pizza, Inc.    | EXTRAVAGANZZA<br>PIZZA FEAST<br>Stylized                 | 1705234                    | August 4, 1992           |
| Domino's Pizza, Inc.    | VEGI PIZZA FEAST<br>Stylized                             | 1700700                    | July 14, 1992            |
| Domino's Pizza, Inc.    | HAWAIIAN PIZZA<br>FEAST Stylized                         | 1718448                    | September 22, 1992       |
| Domino's Pizza, Inc.    | TWO+TWO PIZZA<br>FEAST Stylized                          | 1720510                    | September 22, 1992       |
| Domino's Pizza, Inc.    | DELUXE PIZZA<br>FEAST Stylized                           | 1708466                    | August 18, 1992          |
| Domino's Pizza, Inc.    | 1-800-DOMINOS  | 1604865                    | July 3, 1990             |
| Domino's Pizza, Inc.    | DOMINO'S FARMS   | 1582848                    | February 13, 1990        |
| Domino's Pizza, Inc.    | NOBODY<br>DELIVERS<br>BETTER.                            | 1564899                    | November 7, 1989         |
| Domino's Pizza, Inc.    | DOMINO'S PIZZA<br>NOBODY<br>DELIVERS BETTER<br>& Design  | 1568673                    | November 28, 1989        |
| Domino's Pizza, Inc.    | DOMINO'S PIZZA<br>NOBODY<br>DELIVERS<br>BETTER. & Design | 1555133                    | September 5, 1989        |
| Domino's Pizza, Inc.    | NOBODY<br>DELIVERS<br>BETTER.                            | 1565081                    | November 7, 1989         |
| Domino's Pizza, Inc.    | Domino Design  | 1529014                    | March 7, 1989            |
| Domino's Pizza, Inc.    | DOMINO'S PIZZA &<br>Design                               | 1520302                    | January 10, 1989         |
| Domino's Pizza, Inc.    | DOMINO'S PIZZA   | 1519402                    | January 3, 1989          |

| <b>Registered Owner</b> | <b>Trademark</b>  | <b>Registration Number</b> | <b>Registration Date</b> |
|-------------------------|---|----------------------------|--------------------------|
| Domino's Pizza, Inc.    | COUNT ON<br>DOMINO'S                                    | 1525625                    | February 21, 1989        |
| Domino's Pizza, Inc.    | DOMINOTES   | 1504835                    | September 20, 1988       |
| Domino's Pizza, Inc.    | AVOID THE NOID  | 1483653                    | April 5, 1988            |
| Domino's Pizza, Inc.    | N Noid & Design   | 1483652                    | April 5, 1988            |
| Domino's Pizza, Inc.    | AVOID THE NOID  | 1479705                    | March 8, 1988            |
| Domino's Pizza, Inc.    | N Noid & Design   | 1482433                    | March 29, 1988           |
| Domino's Pizza, Inc.    | NOID  | 1479704                    | March 8, 1988            |
| Domino's Pizza, Inc.    | DOMINO'S PIZZA  | 1475625                    | February 9, 1988         |
| Domino's Pizza, Inc.    | DOMINO'S PIZZA &<br>Design                              | 1473901                    | January 26, 1988         |
| Domino's Pizza, Inc.    | N Noid & Design   | 1475343                    | February 2, 1988         |
| Domino's Pizza, Inc.    | NOID  | 1445615                    | June 30, 1987            |
| Domino's Pizza, Inc.    | AVOID THE NOID  | 1445614                    | June 30, 1987            |
| Domino's Pizza, Inc.    | TRAIN TO RETAIN   | 1443601                    | June 16, 1987            |
| Domino's Pizza, Inc.    | THE<br>EXTRAVAGANZZA<br>Stylized                        | 1452383                    | August 11, 1987          |
| Domino's Pizza, Inc.    | DOMINO'S PIZZA &<br>Design                              | 1427679                    | February 3, 1987         |
| Domino's Pizza, Inc.    | Hand/Phone Design                                       | 1389438                    | April 8, 1986            |
| Domino's Pizza, Inc.    | ONE CALL DOES IT<br>ALL                                 | 1394380                    | May 20, 1986             |
| Domino's Pizza, Inc.    | DOMINO'S PIZZA &<br>Design                              | 1382556                    | February 11, 1986        |
| Domino's Pizza, Inc.    | THE DISTRIBUTOR<br>& Design                             | 1311053                    | December 25, 1984        |
| Domino's Pizza, Inc.    | COLLEGE OF<br>PIZZAROLOGY<br>DOMINO'S PIZZA &<br>Design | 1306462                    | November 20, 1984        |
| Domino's Pizza, Inc.    | COLLEGE OF<br>PIZZAROLOGY                               | 1306459                    | November 20, 1984        |

| <b>Registered Owner</b> | <b>Trademark</b>           | <b>Registration Number</b> | <b>Registration Date</b> |
|-------------------------|----------------------------|----------------------------|--------------------------|
| Domino's Pizza, Inc.    | Jacket Design              | 1348053                    | July 9, 1985             |
| Domino's Pizza, Inc.    | Shirt Design               | 1349505                    | July 16, 1985            |
| Domino's Pizza, Inc.    | THE PRICE<br>DESTROYER     | 1346567                    | July 2, 1985             |
| Domino's Pizza, Inc.    | THE HOT ONE                | 1317464                    | January 29, 1985         |
| Domino's Pizza, Inc.    | Domino Design              | 1296677                    | September 18, 1984       |
| Domino's Pizza, Inc.    | DOMINO'S PIZZA<br>DELIVERS | 1310321                    | December 18, 1984        |
| Domino's Pizza, Inc.    | DOMINO'S PIZZA             | 1249196                    | August 23, 1983          |
| Domino's Pizza, Inc.    | THE DOUGH BOOK             | 1267104                    | February 14, 1984        |
| Domino's Pizza, Inc.    | Domino Design              | 1192280                    | March 16, 1982           |
| Domino's Pizza, Inc.    | DOMINO'S PIZZA             | 1166751                    | August 25, 1981          |
| Domino's Pizza, Inc.    | PIZZA DISPATCH             | 1191323                    | March 2, 1982            |

**NOT ON SCHEDULE**

|  |                                |         |                    |
|--|--------------------------------|---------|--------------------|
| Domino's Farms Land<br>Development Corp. | SPIRITUS<br>SANCTUS<br>ACADEMY | 1984004 | July 2, 1996       |
| Legatus, Inc.                            | LEGATUS<br><Ambassador>        | 1503876 | September 13, 1988 |

U.S. TRADEMARK APPLICATIONS

| <b>Owner</b>              | <b>Trademark</b>                         | <b>Serial Number</b> | <b>Application Date</b> |
|---------------------------|--|----------------------|-------------------------|
| Domino's Pizza, Inc.      | DOMINO'S PIZZA<br>IMAGE 2000 &<br>Design | 75/514691            | July 2, 1998            |
| Pizza Park<br>Corporation | ORDERDOMINOS.C<br>OM                     | 75/504692            | June 16, 1998           |
| Domino's Pizza, Inc.      | Design                                   | 75/503347            | June 15, 1998           |
| Domino's Pizza, Inc.      | DOMINO'S<br>HEATWAVE                     | 75/503344            | June 15, 1998           |
| Domino's Pizza, Inc.      | DOMINO'S<br>HEATWAVE                     | 75/500376            | June 11, 1998           |

DOMINO'S PIZZA &  
Design

|                        |  |           |                   |
|------------------------|--|-----------|-------------------|
| Domino's Pizza, Inc.   | SPICY ITALIAN<br>CRUST   | 75/457997 | March 27, 1998    |
| Domino's Pizza, Inc.   | DOMINO'S PIZZA<br>SMILES   | 75/452161 | March 18, 1998    |
| Domino's Pizza, Inc.   | P.I.E.   | 75/451408 | March 16, 1998    |
| Domino's Pizza, Inc.   | ROAD TO SAFETY<br>BICYCLE SAFETY<br>COURSE                                   | 75/451407 | March 16, 1998    |
| Domino's Pizza, Inc.   | DR. CRAVIN   | 75/451403 | March 16, 1998    |
| Domino's Pizza, Inc.   | PARTNERS IN<br>EDUCATION   | 75/451402 | March 16, 1998    |
| Domino's Pizza, Inc.   | DOCTOR TC &<br>Design  | 75/451252 | March 16, 1998    |
| Domino's Pizza, Inc.   | MEGA DEAL  | 75/418588 | December 29, 1997 |
| Domino's Pizza, Inc.   | THE MARK<br>CONSISTS OF<br>SEVEN TONES<br>PRODUCED IN<br>SYNCOATED<br>RHYTHM | 75/409124 | December 22, 1997 |
| Domino's Pizza, Inc.   | AMERICA<br>DELIVERS!   | 75/391311 | November 17, 1997 |
| Domino's Pizza, Inc.   | DELIVERING A<br>MILLION SMILES A<br>DAY                                      | 75/387137 | November 10, 1997 |
| Domino's Pizza, Inc.   | DOMINO'S<br>UNIVERSITY   | 75/385423 | October 20, 1997  |
| Domino's Pizza, Inc.   | THE PIZZA<br>DELIVERY<br>EXPERTS   | 75/327499 | July 21, 1997     |
| <b>NOT ON SCHEDULE</b> |  |           |                   |
| Domino's Pizza, Inc.   | DOMINO'S<br>EXPRESS  | 75/567999 | October 9, 1998   |
| Domino's Pizza, Inc.   | DOMINO'S PIZZA<br>PRINT PROGRAM  | 75/566938 | October 8, 1998   |

# SUBSIDIARY PATENT AND TRADEMARK SECURITY AGREEMENT

This SUBSIDIARY PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is dated as of December 21, 1998 and entered into by and among THE UNDERSIGNED DIRECT AND INDIRECT SUBSIDIARIES (each of such undersigned Subsidiaries being a "Grantor" and collectively "Grantors"; provided that after the Closing Date, "Grantors" shall be deemed to include any Additional Grantors (as hereinafter defined)) of DOMINO'S, INC., a Delaware corporation ("Company") and BLUEFENCE, INC., a Michigan corporation ("Subsidiary Borrower" and, together with Company, each a "Borrower" and, collectively, "Borrowers"), and MORGAN GUARANTY TRUST COMPANY OF NEW YORK, as Collateral Agent for and representative of (in such capacity herein called "Collateral Agent") the Secured Parties (as hereinafter defined) and any Hedging Exchangers (as hereinafter defined).

## RECITALS

A. Borrowers, TISM, INC., a Michigan corporation ("Holdings"), the financial institutions from time to time party thereto (each individually referred to therein as a "Lender" and collectively as "Lenders"), J.P. MORGAN SECURITIES INC., as arranger, MORGAN GUARANTY TRUST COMPANY OF NEW YORK, as administrative agent for Lenders, NBD BANK, as syndication agent, and COMERICA BANK, as documentation agent, have entered into a Credit Agreement dated as of December 21, 1998 (said Credit Agreement, as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being the "Credit Agreement"), with Borrowers pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrowers; with Lenders, Administrative Agent, Syndication Agent and Documentation Agent each being herein called a "Secured Party," and collectively, the "Secured Parties".

B. Borrowers may from time to time enter, or may from time to time have entered, into one or more Hedging Agreements (collectively, the "Lender Hedging Agreements") with one or more Lenders or their Affiliates (in such capacity, collectively, "Hedging Exchangers") in accordance with the terms of the Credit Agreement and it is desired that the obligations of Borrowers under the Lender Hedging Agreements, including without limitation the obligation of Borrowers to make payments thereunder in the event of early termination thereof (all such obligations being the "Hedging Obligations"), together with all obligations of Borrowers under the Credit Agreement and any other Loan Documents, be secured hereunder.

C. Grantors have executed and delivered that certain Subsidiary Guaranty dated as of December 21, 1998 (said Subsidiary Guaranty, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "Subsidiary Guaranty") in favor of Collateral Agent for the benefit of Secured Parties and any Hedging Exchangers, pursuant to which Grantors have guaranteed the prompt payment and performance when due of all obligations of Borrowers under the Credit Agreement and any other Loan Documents and all obligations of Borrowers under the Lender Hedging Agreements, including without limitation the obligation of Borrowers to make payments thereunder in the event of early termination thereof.



D. Each additional Grantor shall execute and deliver counterparts to the Subsidiary Guaranty in favor of Collateral Agent for the benefit of Secured Parties and any Hedging Exchangers, pursuant to which each Additional Grantor shall guaranty the prompt payment and performance when due of all obligations of Borrowers under the Credit Agreement and any other Loan Documents and all obligations of Borrowers under the Lender Hedging Agreements, including without limitation the obligation of Borrowers to make payments thereunder in the event of early termination thereof.

E. Grantors have and may in the future have rights, title and interests in and to various Patents and other related Collateral (as such terms are hereinafter defined).

F. Grantors own and use in their business, and will in the future adopt and so use, various intangible assets, including trademarks, service marks, designs, logos, indicia, trade-names, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto (collectively, the "Trademarks").

G. Collateral Agent desires Grantors to grant to it a lien on and security interest in all of Grantors' existing and future Patents, existing and future Trademarks, all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof (the "Registrations"), all common law and other rights in and to the Trademarks in the United States and any state thereof (the "Trademark Rights"), all goodwill of Grantors' business symbolized by the Trademarks and associated therewith, including without limitation the documents and things described in Section 2(b) (the "Associated Goodwill") and any other Collateral, and all proceeds of the Patents, Trademarks, the Registrations, the Trademark Rights, the Associated Goodwill and any other Collateral, and Grantors agree to grant to Collateral Agent a secured and protected interest in the Trademarks, the Registrations, the Trademark Rights, the Associated Goodwill and all the proceeds thereof as provided herein.

H. Pursuant to the Subsidiary Security Agreement, each Grantor has granted to Collateral Agent a lien on and security interest in, among other assets, all such Grantor's equipment, inventory, accounts and general intangibles relating to the products and services sold or delivered under or in connection with the Trademarks such that, upon the occurrence and during the continuation of an Event of Default (as hereinafter defined) Collateral Agent would be able to exercise its remedies consistent with the Security Agreement, this Agreement and applicable law to foreclose upon such Grantor's business and use the Trademarks, the Registrations and the Trademark Rights in conjunction with the continued operation of such business, maintaining substantially the same product and service specifications and quality as maintained by such Grantor, and benefit from the Associated Goodwill.

I. It is a condition precedent to the initial extensions of credit by Lenders under the Credit Agreement that Grantors shall have granted the security interests and undertaken the obligations contemplated by this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce (i) Administrative Agent, and the Lenders to enter into the Credit Agreement, (ii) Lenders to make

their respective loans to, and issue Letters of Credit for the joint and several account of, Borrowers, and (iii) to induce Hedging Exchangers to enter into the Lender Hedging Agreements and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. (a) Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to such terms in the Credit Agreement;

(b) The following terms shall have the following meanings:

“Agreement” means this Subsidiary Patent and Trademark Security Agreement dated as of December 21, 1998, as it may be amended, supplemented or otherwise modified from time to time.

“Associated Goodwill” has the meaning assigned to that term in the recitals to this Agreement.

“Collateral” has the meaning assigned to that term in Section 5 of this Agreement.

“Collateral Accounts” shall mean “Collateral Accounts” as defined in the Collateral Account Agreement.

“Collateral Account Agreement” means the Collateral Account Agreement, dated as of December 21, 1998, by and between Grantors and Collateral Agent.

“Collateral Agent” has the meaning assigned to that term in the introduction.

“Commitments” means the “Commitments” as defined in the Credit Agreement.

“Credit Agreement” has the meaning assigned to that term in the recitals to this Agreement.

“Credit Agreement Obligations” shall mean the “Obligations” as defined in the Credit Agreement.

“Event of Default” means (i) prior to the payment in full of all Credit Agreement Obligations and the termination of all Commitments, any “Event of Default” as defined in the Credit Agreement and (ii) after the payment in full of all Credit Agreement Obligations and the termination of all Commitments, any payment default under any Lender Hedging Agreement.

“Grantor” has the meaning assigned to that term in the introduction of this Agreement.

“Hedging Exchangers” has the meaning assigned to that term in the recitals to this Agreement.

“Hedging Obligations” has the meaning assigned to that term in the recitals to this Agreement.

“Lender Hedging Agreement” has the meaning assigned to that term in the recitals to this Agreement.

“Loan” means any “Loan” as defined in the Credit Agreement, and “Loans” means all such Loans collectively.

“Loan Document” means any “Loan Document” as defined in the Credit Agreement, and “Loan Documents” means all such Loan Documents collectively.

“Material Patent” has the meaning assigned to that term in Section 5 of this Agreement.

“Material Trademark Property” has the meaning assigned to that term in Section 5 of this Agreement.

“Patents” has the meaning assigned to that term in Section 2 of this Agreement.

“Permitted Patent Liens” has the meaning assigned to that term in Section 5 of this Agreement.

“Permitted Trademark Liens” has the meaning assigned to that term in Section 5 of this Agreement.

“Potential Event of Default” means any “Potential Event of Default” as defined in the Credit Agreement.

“Registrations” has the meaning assigned to that term in the recitals to this Agreement.

“Requisite Lenders” means “Requisite Lenders” as defined in the Credit Agreement.

“Requisite Obligees” has the meaning assigned to that term in Section 19 of this Agreement.

“Secured Obligations” has the meaning assigned to that term in Section 3 of this Agreement.

“Secured Parties” has the meaning assigned to that term in the recitals to this Agreement.

“Trademarks” has the meaning assigned to that term in the recitals to this Agreement.

“Trademark Rights” has the meaning assigned to that term in the recitals to this Agreement.

**SECTION 2. Grant of Security.** Each Grantor hereby grants to Collateral Agent a security interest in all of such Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located (the “Collateral”):

(a) each of the U.S. Trademarks and rights and interests in Trademarks which are presently, or in the future may be, owned, held (whether pursuant to a license or otherwise) or used by such Grantor, in whole or in part (including without limitation the U.S. Trademarks specifically identified in Schedule I annexed hereto) and including all Trademark Rights with respect thereto and all federal and state Registrations heretofore or hereafter granted or applied for, the right (but not the obligation) to file for registration claims under any state or federal trademark law or regulation and to apply for, renew and extend the Trademarks, Registrations and Trademark Rights, the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of such Grantor or in the name of Collateral Agent or otherwise for past, present and future infringements of the Trademarks. Registrations or Trademark Rights and all rights (but not obligations) corresponding thereto in the United States, and the Associated Goodwill; it being understood that the rights and interests included herein shall include, without limitation, all rights and interests pursuant to licensing or other contracts in favor of such Grantor pertaining to any Trademarks, Registrations or Trademark Rights presently or in the future owned, held or used by third parties but, in the case of third parties which are not Affiliates of such Grantor, only to the extent permitted by such licensing or other contracts or otherwise permitted by applicable law and, if not so permitted under any such contracts and applicable law, only with the consent of such third parties;

(b) the following documents and things in such Grantor’s possession, or subject to such Grantor’s right to possession, related to (Y) the production, sale and delivery by such Grantor, or by any Affiliate, licensee or subcontractor of such Grantor, of products or services sold or delivered by or under the authority of such Grantor in connection with the Trademarks, Registrations or Trademark Rights (which products and services shall, for purposes of this Agreement, be deemed to include, without limitation, products and services sold or delivered pursuant to merchandising operations utilizing any Trademarks, Registrations or Trademark Rights); or (Z) any retail or other merchandising operations conducted under the name of or in connection with the Trademarks, Registrations or Trademark Rights by such Grantor or any Affiliate, licensee or subcontractor of such Grantor:

(i) all lists and ancillary documents that identify and describe any of such Grantor’s customers, or those of their Affiliates, licensees or subcontractors, for products sold and services delivered under or in connection with the Trademarks or Trademark Rights, including without limitation any lists and ancillary documents that contain a customer’s name and address, the name and address of any of its warehouses, branches or other places of business, the identity of the Person or

Persons having the principal responsibility on a customer's behalf for ordering products or services of the kind supplied by such Grantor, or the credit, payment, discount, delivery or other sale terms applicable to such customer, together with information setting forth the total purchases, by brand, product, service, style, size or other criteria, and the patterns of such purchases;

(ii) all product and service specification documents and production and quality control manuals used in the manufacture or delivery of products and services sold or delivered under or in connection with the Trademarks or Trademark Rights;

(iii) all documents which reveal the name and address of any source of supply, and any terms of purchase and delivery, for any and all materials, components and services used in the production of products and services sold or delivered under or in connection with the Trademarks or Trademark Rights; and

(iv) all documents constituting or concerning the then current or proposed advertising and promotion by such Grantor or its Affiliates, licensees or subcontractors of products and services sold or delivered under or in connection with the Trademarks or Trademark Rights including, without limitation, all documents which reveal the media used or to be used and the cost for all such advertising conducted within the described period or planned for such products and services; and

(c) all patents and patent applications and rights and interests in U.S. patents and patent applications that are presently, or in the future may be, owned, held (whether pursuant to a license or otherwise) or used by such Grantor in whole or in part (including, without limitation, the U.S. patents and patent applications listed in Schedule II annexed hereto, all rights (but not obligations) corresponding thereto (including without limitation the right (but not the obligation) to sue for past, present and future infringements in the name of such Grantor or in the name of Secured Party), and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof (all of the foregoing being collectively referred to as the "Patents"); it being understood that the rights and interests granted hereby shall include, without limitation, all rights and interests pursuant to licensing or other contracts in favor of such Grantor pertaining to any Patent presently or in the future owned, held or used by third parties but, in the case of third parties which are not Affiliates of such Grantor, only to the extent permitted by such licensing or other contracts or otherwise permitted by applicable law and, if not so permitted under any such contracts and applicable law, only with the consent of such third parties;

(d) all books, records, ledger cards, files, correspondence, computer programs, tapes, disks and related data processing software that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon;

(e) to the extent not included in the foregoing clauses (a) - (d), all general intangibles relating to the Collateral; and

(f) all proceeds, products, and profits (including without limitation license royalties and proceeds of infringement suits) of or from any and all of the foregoing Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral. For purposes of this Agreement, the term "proceeds" includes whatever is receivable or received when Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Collateral include, and each Grantor shall not be deemed to have granted a security interest in, any of such Grantor's rights or interests in any license, contract or agreement to which such Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which such Grantor is a party (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-318(4) of the Uniform Commercial Code of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Collateral shall include, and each Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

**SECTION 3. Security for Obligations.** This Agreement secures, and the Collateral is collateral security for, the prompt payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including without limitation the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. § 362(a)), of all Secured Obligations with respect to each Grantor. "Secured Obligations" means all obligations and liabilities of every nature of Grantors now or hereafter existing under or arising out of or in connection with the Subsidiary Guaranty, in each case together with all extensions or renewals thereof, whether for principal, interest (including without limitation interest that, but for the filing of a petition in bankruptcy with respect to any Grantor, would accrue on such obligations), reimbursement of amounts drawn under Letters of Credit, payments for early termination of Lender Hedging Agreements, fees, expenses, indemnities or otherwise, whether voluntary or involuntary, direct or indirect, absolute or contingent, liquidated or unliquidated, whether or not jointly owed with others, and whether or not from time to time decreased or extinguished and later increased, created or incurred, and all or any portion of such obligations or liabilities that are paid, to the extent all or any part of such payment is avoided or recovered directly or indirectly from Collateral Agent or any Secured Party or Hedging Exchanger as a preference, fraudulent transfer or otherwise, and all obligations of every nature of Grantors now or hereafter existing under this Agreement.

**SECTION 4. Grantors Remains Liable.** Anything contained herein to the contrary notwithstanding, (a) each Grantor shall remain liable under any contracts and agreements included in the Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by Collateral Agent of any of its rights hereunder shall not release any Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral, and (c) Collateral Agent shall not have any obligation or liability under any contracts and agreements included in the Collateral by reason of this Agreement, nor shall Collateral Agent be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

**SECTION 5. Representations and Warranties.** Each Grantor represents and warrants as follows:

(a) **Ownership of Collateral.** Except as expressly permitted by the Credit Agreement and for the security interest and conditional assignment created by this Agreement (and other than ownership and other rights reserved by third party owners with respect to each Material Trademark Property and each Material Patent that any Grantor is licensed to use), such Grantor is the legal and beneficial owner of the entire right, title and interest in and to (i) each Material Trademark Property, free and clear of any Lien other than Permitted Encumbrances (such Permitted Encumbrances being referred to herein as "Permitted Trademark Liens"), and (ii) each Material Patent, free and clear of any Lien other than Permitted Encumbrances (such Permitted Encumbrances being referred to herein as "Permitted Patent Liens"). Except such as may have been filed in favor of Collateral Agent relating to this Agreement except as permitted by the Credit Agreement, no effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any filing or recording office, including the United States Patent and Trademark Office.

(b) **Description of Collateral.** A true and complete list of all Registrations, material trade names, material corporate names, material fictitious business names and material Trademark license agreements owned, held (whether pursuant to a license or otherwise) or used by such Grantor, in whole or in part, as of the date such Grantor has entered into this Agreement is set forth in Schedule I annexed hereto. Each Registration, trade name, corporate name, fictitious business name and Trademark license designated on Schedule I annexed hereto as a Material Trademark Property, and each other Trademark, Registration or Trademark Right hereafter arising or otherwise owned, held or used by such Grantor that is material to such Grantor's business or operations is referred to herein as a "Material Trademark Property". A true and complete list of all Patents owned or held (whether pursuant to a license or otherwise) by such Grantor, in whole or in part, as of the date such Grantor has entered into this Agreement is set forth in Schedule II annexed hereto. Each Patent designated on Schedule II annexed hereto as a Material Patent and each other Patent hereafter arising or otherwise owned or held by such Grantor that is material to any of such Grantor's business or operations is referred to herein as a "Material Patent".

(c) Validity and Enforceability of Collateral. Each Material Trademark Property and each Material Patent is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and such Grantor is not aware of any pending or threatened claim by any third party that any Material Trademark Property or any Material Patent is invalid or unenforceable or that the use of any Material Trademark Property or any Material Patent violates the rights of any third person other than as disclosed in the Offering Memorandum for the Senior Subordinated Notes dated December 10, 1998.

(d) Perfection. This Agreement together with the filing of UCC financing statements naming each Grantor as “debtor”, naming Collateral Agent as “secured party” and describing the Collateral in the filing offices set forth on Schedule III annexed hereto and the recording of this Agreement with the United States Patent and Trademark Office, creates a valid, perfected and First Priority security interest in the Collateral (subject only to Permitted Patent Liens and Permitted Trademark Liens) securing the payment of the Secured Obligations, and all filings and other actions necessary to perfect and protect such security interests under the laws of the United States or any State thereunder have been or will promptly be following execution hereof duly made or taken.

(e) Other Information. All information hereto, herein or hereafter supplied to Collateral Agent by or on behalf of such Grantor with respect to the Collateral is accurate and complete in all material respects.

**SECTION 6. Further Assurances; New Trademarks, Registrations and Trademark Rights; New Patents and Patent Applications; Certain Inspection Rights.** (a) Each Grantor agrees that from time to time, at the expense of Grantors, such Grantor will promptly execute and deliver all further instruments and documents, and take all further action, or that Collateral Agent may reasonably request, in order to perfect and protect any security interest or conditional assignment granted or purported to be granted hereby or to enable Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, each Grantor will: (i) execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, or as Collateral Agent may reasonably request, in order to perfect and preserve the security interests granted or purported to be granted hereby, (ii) use its commercially reasonable efforts to obtain any necessary consents of third parties to the grant and perfection of a security interest to Collateral Agent with respect to any Collateral, and (iii) at Collateral Agent’s request, appear in and defend any action or proceeding that would reasonably be expected to affect such Grantor’s title to or Collateral Agent’s security interest in all or any part of the Collateral.

(b) Each Grantor hereby authorizes Collateral Agent to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of any Grantor to the extent permitted by applicable law. Each Grantor agrees that a carbon, photographic or other reproduction of this Agreement or of a financing statement signed by such Grantor shall be sufficient as a financing statement and may be filed as a financing statement in any and all jurisdictions.



(c) Each Grantor will furnish to Collateral Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Collateral Agent may reasonably request, all in reasonable detail.

(d) If any Grantor shall obtain rights to any new Trademarks, Registrations or Trademark Rights, or to any patentable inventions, or become entitled to the benefit of any U.S. patent application or patent or any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement in any Patent, the provisions of this Agreement shall automatically apply thereto. Once per calendar year, each Grantor shall notify Collateral Agent in writing of any Registrations or Patents acquired by such Grantor during such calendar year and of any Registrations issued or applications for Registration made during such calendar year, which notice shall state whether such Registration constitutes a Material Trademark Property or whether such Patent constitutes a Material Patent. Concurrently with the filing of an application for Registration for any Trademark, or an application for any Patent the applicable Grantor shall execute, deliver and record in all places where this Agreement is recorded an appropriate Patent and Trademark Security Agreement, substantially in the form hereof, with appropriate insertions, or an amendment to this Agreement, in form and substance reasonably satisfactory to Collateral Agent, pursuant to which such Grantor shall grant a security interest to the extent of its interest in such Registration or Patent as provided herein to Collateral Agent unless so doing would, in the reasonable judgment of such Grantor, after due inquiry, result in the grant of a Patent or Registration in the name of Collateral Agent, in which event such Grantor shall give written notice to Collateral Agent as soon as reasonably practicable and the filing shall instead be undertaken as soon as practicable but in no case later than immediately following the grant of such Patent or Registration.

**SECTION 7. Certain Covenants of Grantors. Each Grantor shall:**

(a) notify Collateral Agent of any change in such Grantor's name, identity or corporate structure within 30 days of such change;

(b) give Collateral Agent 30 days' written notice following any change in such Grantor's chief place of business or chief executive office or the office where such Grantor keeps its records regarding the Collateral;

(c) not sell, assign (by operation of law or otherwise) or otherwise dispose of any of the Collateral, except as permitted by the Credit Agreement;

(d) except for Permitted Patent Liens and Permitted Trademark Liens and the security interest and conditional assignment created by this Agreement, not create or suffer to exist any Lien upon or with respect to any of the Collateral to secure the indebtedness or other obligations of any Person other than Lien permitted by the Credit Agreement;

(e) keep reasonable records respecting the Collateral and at all times keep at least one complete set of its records concerning substantially all of the Patents and Registrations at its chief executive office or principal place of business;

(f) take all steps reasonably necessary in such Grantor's business judgment to protect the secrecy of all trade secrets relating to the products and services sold or delivered under or in connection with the Patents, Trademarks and Trademark Rights;

(g) use proper statutory notice in connection with its use of each Material Patent and Material Trademark Property to the extent reasonably necessary for the protection of such Material Patent or Material Trademark Property; and

(h) use consistent standards of high quality (which may be consistent with such Grantor's past practices or with such Grantor's reasonable business judgment) in the manufacture, sale and delivery of products and services sold or delivered under or in connection with the Trademarks, Registrations and Trademark Rights, including, to the extent applicable, in the operation and maintenance of its merchandising operations.

**SECTION 8. Amounts Payable in Respect of the Collateral.** Except as otherwise provided in this Section 8, each Grantor shall continue to collect, at its own expense, all amounts due or to become due to Grantors in respect of the Collateral or any portion thereof. In connection with such collections, each Grantor may take such action as such Grantor may deem necessary or advisable to enforce collection of such amounts; provided, however, that Collateral Agent shall have the right at any time, upon the occurrence and during the continuation of an Event of Default and upon written notice to such Grantor of its intention to do so, to notify the obligors with respect to any such amounts of the existence of the security interest and the conditional assignment created hereby, and to direct such obligors to make payment of all such amounts directly to Collateral Agent, and, upon such notification and at the expense of Grantors, to enforce collection of any such amounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done. After receipt by such Grantor of the notice from Collateral Agent referred to in the proviso to the preceding sentence, (i) all amounts and proceeds (including checks and other instruments) received by such Grantor in respect of amounts due to such Grantor in respect of the Collateral or any portion thereof shall be forthwith (and in any event within two Business Days) deposited by the applicable Grantor in the exact form received, duly indorsed by the Grantor to the Collateral Agent if required, in a Collateral Account maintained under the sole dominion and control of the Collateral Agent, subject to withdrawal by the Collateral Agent for the account of Secured Parties only as provided in Section 16, (ii) until so turned over in accordance with the preceding subsection (i), all such amounts and proceeds received by such Grantor shall be received in trust for the benefit of Collateral Agent hereunder and shall be segregated from other funds of such Grantor and (iii) such Grantor shall not adjust, settle or compromise the amount or payment of any such amount or release wholly or partly any obligor with respect thereto or allow any credit or discount thereon.

**SECTION 9. Patent or Trademark Applications and Litigation.** (a) Each Grantor shall have the duty diligently, to prosecute any trademark application relating to any Material Trademark Property that is pending as of the date of this Agreement, to make federal application on any existing or future registerable but unregistered Material Trademark Property (whenever it is commercially reasonable in the reasonable judgment of such Grantor to do so), and to file and prosecute opposition and cancellation proceedings, renew Registrations and do any and all

reasonable acts which are necessary or desirable to preserve and maintain all rights in all Material Trademark Properties; provided, however, that such Grantor shall not be obligated to prosecute or apply for registration of any Trademark or Registration that such Grantor determines in its reasonable business judgment is no longer necessary or desirable in the conduct of its business or would subject such Grantor to material liability. Any expenses incurred in connection therewith shall be borne solely by Grantors. No Grantor shall abandon any Material Trademark Property; provided, however, that no Grantor shall be obligated to maintain any Trademark or Registration that such Grantor determines in its reasonable business judgment is no longer necessary or desirable in the conduct of its business or would subject such Grantor to material liability.

(b) Each Grantor shall have the duty diligently, through counsel reasonably acceptable to Collateral Agent, to prosecute any patent application relating to any Material Patent that is pending as of the date of this Agreement and to do any and all acts which are necessary or desirable to preserve and maintain all rights in all Material Patents; provided, however, that no Grantor shall be obligated to prosecute or maintain any Patent that such Grantor determines in its reasonable business judgment is no longer necessary or desirable in the conduct of its business. Any expenses incurred in connection therewith shall be borne solely by Grantors. No Grantor shall, as to any patentable invention or Patent that constitutes or could constitute a Material Patent, abandon any pending patent application or any Patent without the prior written consent of Collateral Agent; provided, however, that no Grantor shall be obligated to prosecute or maintain any Patent that such Grantor determines in its reasonable business judgment is no longer necessary or desirable in the conduct of its business.

(c) Except as provided in Section 9(e), each Grantor shall have the right to commence and prosecute in its own name, as real party in interest, for its own benefit and at its own expense, such suits, proceedings or other actions for infringement, unfair competition, dilution or other damage as are in its reasonable business judgment necessary to protect the Collateral. Collateral Agent shall provide, at such Grantor's expense, all reasonable and necessary cooperation in connection with any such suit, proceeding or action including, without limitation, joining as a necessary party.

(d) Each Grantor shall promptly, following its becoming aware thereof, notify Collateral Agent of the institution of, or of any adverse determination in, any proceeding (whether in the United States Patent and Trademark Office or any federal, state, local or foreign court) described in subsection 9(a), 9(b) or 9(c) or regarding such Grantor's claim of ownership in or right to use any of the material Trademarks, material Registrations or material Trademark Rights, its right to register the same, or its right to keep and maintain such Registration. Such Grantor shall provide to Collateral Agent any information with respect thereto requested by Collateral Agent.

(e) Anything contained herein to the contrary notwithstanding, upon the occurrence and during the continuation of an Event of Default, Collateral Agent shall have the right (but not the obligation) to bring suit, in the name of any Grantor, Collateral Agent or otherwise, to enforce any Patent, Trademark, Registration, Trademark Right, Associated Goodwill and any license thereunder, in which event each Grantor shall, at the request of Collateral Agent, do any and all lawful acts and execute any and all documents required by

Collateral Agent in aid of such enforcement and each Grantor shall promptly, upon demand, reimburse and indemnify Collateral Agent as provided in Section 17 in connection with the exercise of its rights under this Section 9. To the extent that Collateral Agent shall elect not to bring suit to enforce any Patent, Trademark, Registration, Trademark Right, Associated Goodwill or any license thereunder as provided in this Section 9(e), each Grantor agrees to use all reasonable measures, whether by action, suit, proceeding or otherwise, to prevent the infringement of any of the Patents, Trademarks, Registrations, Trademark Rights or Associated Goodwill by others and for that purpose agrees to diligently maintain in accordance with reasonable business practice any action, suit or proceeding against any Person so infringing necessary to prevent such infringement.

SECTION 10. Non-Disturbance Agreements, etc. If and to the extent that any Grantor is permitted to license the Collateral, Collateral Agent shall enter into a non-disturbance agreement or other similar arrangement, at Grantors' request and expense, with such Grantor and any licensee of any Collateral permitted hereunder in form and substance reasonably satisfactory to Collateral Agent pursuant to which (a) Collateral Agent shall agree not to disturb or interfere with such licensee's rights under its license agreement with such Grantor so long as such licensee is not in default thereunder and (b) such licensee shall acknowledge and agree that the Collateral licensed to it is subject to the security interest and conditional assignment created in favor of Collateral Agent and the other terms of this Agreement.

SECTION 11. Collateral Agent Appointed Attorney-in-Fact. Each Grantor hereby irrevocably appoints Collateral Agent as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor, Collateral Agent or otherwise, from time to time, upon the occurrence during the continuance of an Event of Default, in Collateral Agent's reasonable discretion to take any action and to execute any instrument that Collateral Agent may reasonably deem necessary or advisable to accomplish the purposes of this Agreement, including without limitation:

- (a) to indorse such Grantor's name on all applications, documents, papers and instruments necessary for Collateral Agent in the use or maintenance of the Collateral;
- (b) to ask for, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;
- (c) to receive, indorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (b) above;
- (d) upon the occurrence and during the continuance of an Event of Default, to file any claims or take any action or institute any proceedings that Collateral Agent may reasonably deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of Collateral Agent with respect to any of the Collateral;
- (e) to pay or discharge taxes or Liens (other than Liens permitted under this Agreement or the Credit Agreement) levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same

to be determined by Collateral Agent in its sole discretion, any such payments made by Collateral Agent to become obligations of such Grantor to Collateral Agent, due and payable immediately without demand; and

(f) upon the occurrence and during the continuance of an Event of Default, (i) to execute and deliver any of the assignments or documents requested by Collateral Agent pursuant to Section 14(b), (ii) to grant or issue an exclusive or non-exclusive license to the Collateral or any portion thereof to any Person, and (iii) otherwise generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Collateral Agent were the absolute owner thereof for all purposes, and to do, at Collateral Agent's option and Grantors' expense, at any time or from time to time, all acts and things that Collateral Agent deems necessary to protect, preserve or realize upon the Collateral and Collateral Agent's security interest therein in order to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

**SECTION 12. Collateral Agent May Perform.** If any Grantor fails to perform any agreement contained herein, Collateral Agent may itself perform, or cause performance of, such agreement, and the reasonable expenses of Collateral Agent incurred in connection therewith shall be payable by such Grantor under Section 17.

**SECTION 13. Standard of Care.** The powers conferred on Collateral Agent hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for monies actually received by it hereunder, Collateral 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. Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its possession if such Collateral is accorded treatment substantially equal to that which Collateral Agent accords its own property.

**SECTION 14. Remedies.** If any Event of Default shall have occurred and be continuing:

(a) Collateral Agent may exercise in respect of the Collateral, in addition to all other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a collateral agent on default under the Uniform Commercial Code as in effect in any relevant jurisdiction (the "Code") (whether or not the Code applies to the affected Collateral), and also may (i) enter onto the property where any Collateral is located and take possession thereof with or without judicial process, (ii) prior to the disposition of the Collateral, store the Collateral or otherwise prepare the Collateral for disposition in any manner to the extent Collateral Agent deems appropriate, (iii) take possession of any Grantor's premises or place custodians in exclusive control thereof, remain on such premises and use the same for the purpose of taking any actions described in the preceding clause (ii) and collecting any Secured Obligation, (iv) exercise any and all rights and remedies of Grantors under or in connection with the contracts related to the Collateral or

otherwise in respect of the Collateral, including without limitation any and all rights of Grantors to demand or otherwise require payment of any amount under, or performance of any provision of, such contracts, and (v) 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 Secured Party's offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as Collateral Agent may deem commercially reasonable. Collateral Agent or any Secured Party or Hedging Exchanger may be the purchaser of any or all of the Collateral at any such sale and Collateral Agent, as agent for and representative of Secured Parties and Hedging Exchangers (but not any Secured Party or Secured Parties or Hedging Exchanger or Hedging Exchangers in its or their respective individual capacities unless Requisite Obligees shall otherwise agree in writing), shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such public sale, to use and apply any of the Secured Obligations as a credit on account of the purchase price for any Collateral payable by Collateral Agent at such sale. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to such 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. Collateral Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Collateral Agent may adjourn any public or private 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 hereby waives any claims against Collateral Agent arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if Collateral Agent accepts the first offer received and does not offer such Collateral to more than one offeree. If the proceeds of any sale or other disposition of the Collateral are insufficient to pay all the Secured Obligations, Grantors shall be jointly and severally liable for the deficiency and the reasonable fees of any attorneys employed by Collateral Agent to collect such deficiency.

(b) Upon written demand from Secured Party, each Grantor shall execute and deliver to Collateral Agent an assignment or assignments of the Patents, Trademarks, Registrations, Trademark Rights and the Associated Goodwill and such other documents as are requested by Collateral Agent. Each Grantor agrees that such an assignment and/or recording shall be applied to reduce the Secured Obligations outstanding only to the extent that Collateral Agent (or any Secured) receives cash proceeds in respect of the sale of, or other realization upon, the Collateral.

(c) Within five Business Days after written notice from Collateral Agent, each Grantor shall make available to Collateral Agent, to the extent within each applicable Grantor's power and authority, such personnel in such Grantor's employ on the date of

such Event of Default as Collateral Agent may reasonably designate, by name, title or job responsibility, to permit such Grantor to continue, directly or indirectly, to produce, advertise and sell the products and services sold or delivered by such Grantor under or in connection with the Patents, Trademarks, Registrations and Trademark Rights, such persons to be available to perform their prior functions on Collateral Agent's behalf and to be compensated by Collateral Agent at Grantors' expense on a per diem, pro rata basis consistent with the salary and benefit structure applicable to each as of the date of such Event of Default.

**SECTION 15. Proceeds To Be Turned Over to Collateral Agent.** In addition to the rights of the Collateral Agent and the Secured Parties specified in Section 8 with respect to payments of Accounts, if an Event of Default shall occur and be continuing, upon request of the Collateral Agent, all proceeds received by any Grantor consisting of cash, checks and other near-cash items shall be held by such Grantor in trust for the Collateral Agent and the Secured Parties, segregated from other funds of such Grantor, and shall, forthwith upon receipt by the Grantor, be turned over to the Collateral Agent in the exact form received by the Grantor (duly indorsed by the applicable Grantor to the Collateral Agent, if required) and held by the Collateral Agent in a Collateral Account maintained under the Collateral Account Agreement. All proceeds while held by the Collateral Agent in a Collateral Account (or by such Grantor in trust for the Collateral Agent and the Secured Parties) shall continue to be held as collateral security for all the Secured Obligations and shall not constitute payment thereof until applied as provided in Section 16.

**SECTION 16. Application of Proceeds.** Except as expressly provided elsewhere in this Agreement, all proceeds held in any Collateral Account and all other proceeds received by Collateral Agent in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied as provided in subsection 2.4D of the Credit Agreement.

**SECTION 17. Indemnity and Expenses.** (a) Grantors jointly and severally agree to indemnify Collateral Agent, each Secured Party and each Hedging Exchanger from and against any and all claims, losses and liabilities in any way relating to, growing out of or resulting from this Agreement and the transactions contemplated hereby (including without limitation enforcement of this Agreement), except to the extent such claims, losses or liabilities result solely from Collateral Agent's or such Secured Party's or Hedging Exchanger's gross negligence or willful misconduct.

(b) Grantors jointly and severally agree to pay to Collateral Agent promptly following written demand the amount of any and all costs and expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, that Collateral Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of Collateral Agent hereunder, or (iv) the failure by any Grantor to perform or observe any of the provisions hereof.

(c) The obligations of Grantors in this Section 17 shall survive the termination of this Agreement and the discharge of Grantors' other obligations under this Agreement, the Lender Hedging Agreements, the Credit Agreement and the other Loan Documents.

**SECTION 18. Continuing Security Interest; Transfer of Loans.** This Agreement shall create a continuing security interest in and conditional assignment of the Collateral effective only upon the occurrence and during the continuance of an Event of Default and shall (a) remain in full force and effect until the payment in full of the Secured Obligations (other than inchoate indemnification obligations with respect to claims, losses or liabilities which have not yet arisen and are not yet due and payable), the cancellation or termination of the Commitments and the cancellation or expiration of all outstanding Letters of Credit, (b) be binding upon Grantors and their respective successors and assigns, and (c) inure, together with the rights and remedies of Collateral Agent hereunder, to the benefit of Collateral Agent and its successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), but subject to the provisions of subsection 10.1 of the Credit Agreement, any Secured Party may assign or otherwise transfer any Loans held by it to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to Secured Parties herein or otherwise. Upon the payment in full of all Secured Obligations (other than inchoate indemnification obligations with respect to claims, losses or liabilities which have not yet arisen and are not yet due and payable), the cancellation or termination of the Commitments and the cancellation or expiration of all outstanding Letters of Credit, the security interest and conditional assignment granted hereby shall terminate and all rights to the Collateral shall revert to the applicable Grantors. Upon any such termination Collateral Agent will, at Grantors' expense, execute and deliver to Grantors such documents as Grantors shall reasonably request to evidence such termination.

**SECTION 19. Administrative Agent as Collateral Agent.** (a) Administrative Agent has been appointed to act as Collateral Agent hereunder by Lenders and, by their acceptance of the benefits hereof, Hedging Exchangers. Collateral Agent shall be obligated, and shall have the right hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including without limitation the release or substitution of Collateral), solely in accordance with this Agreement and the Collateral Account Agreement; provided that Collateral Agent shall exercise, or refrain from exercising, any remedies provided for in Section 14 in accordance with the instructions of (i) Requisite Lenders or (ii) after payment in full of all Credit Agreement Obligations under the Credit Agreement and any other Loan Documents, the holders of a majority of the aggregate notional amount (or, with respect to any Lender Hedging Agreement that has been terminated in accordance with its terms, the amount then due and payable (exclusive of expenses and similar payments but including any early termination payments then due) under such Lender Hedging Agreement) under all Lender Hedging Agreements (Requisite Lenders or, if applicable, such holders being referred to herein as "Requisite Obligees"). In furtherance of the foregoing provisions of this Section 19(a), each Hedging Exchanger, by its acceptance of the benefits hereof, agrees that it shall have no right individually to realize upon any of the Collateral hereunder, it being understood and agreed by such Hedging Exchanger that all rights and remedies hereunder may be exercised solely by Collateral Agent for the benefit of Secured Parties and Hedging Exchangers in accordance with the terms of this Section 19(a).

(b) Collateral Agent shall at all times be the same Person that is appointed Administrative Agent under the Credit Agreement. Written notice of resignation by Administrative Agent pursuant to subsection 9.5 of the Credit Agreement shall also constitute notice of resignation as Collateral Agent under this Agreement; removal of Administrative Agent



pursuant to subsection 9.5 of the Credit Agreement shall also constitute removal as Collateral Agent under this Agreement; and appointment of a successor Administrative Agent pursuant to subsection 9.5 of the Credit Agreement shall also constitute appointment of a successor Collateral Agent under this Agreement. Upon the acceptance of any appointment as Administrative Agent under subsection 9.5 of the Credit Agreement by a successor Administrative Agent, that successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Collateral Agent under this Agreement, and the retiring or removed Collateral Agent under this Agreement shall promptly (i) transfer to such successor Collateral Agent all sums, securities and other items of Collateral held hereunder, together with all records and other documents necessary or appropriate in connection with the performance of the duties of the successor Collateral Agent under this Agreement, and (ii) execute and deliver to such successor Collateral Agent such amendments to financing statements, and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Collateral Agent of the security interests created hereunder, whereupon such retiring or removed Collateral Agent shall be discharged from its duties and obligations under this Agreement. After any retiring or removed Administrative Agent's resignation or removal hereunder as Collateral Agent, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it under this Agreement while it was Collateral Agent hereunder.

SECTION 20. Amendments; Etc. No amendment, modification, termination or waiver of any provision of this Agreement, and no consent to any departure by any Grantor therefrom, shall in any event be effective unless the same shall be in writing and signed by Collateral Agent and, in the case of any such amendment or modification, by Grantors; provided that any amendment hereto pursuant to Section 22 or Section 6(c) shall be effective upon execution by any Additional Grantor and Grantors hereby waive any requirement of notice of or consent to any such amendment. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

SECTION 21. Notices. Any notice or other communication herein required or permitted to be given shall be in writing and may be personally served, telexed or sent by telefacsimile or United States mail or courier service and shall be deemed to have been given when delivered in person or by courier service, upon receipt of telefacsimile or telex (with received answerback), or three Business Days after depositing it in the United States mail with postage prepaid and properly addressed; provided that notices to Collateral Agent or any Grantor shall not be effective until received. For the purposes hereof, the address of each party hereto shall be provided in subsection 10.8 of the Credit Agreement, or as set forth under such party's name on the signature pages hereof or such other address as shall be designated by such party in a written notice delivered to the other parties hereto.

SECTION 22. Failure or Indulgence Not Waiver; Remedies Cumulative. No failure nor delay on the part of Collateral Agent in the exercise of any power, right or privilege hereunder shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude any other or further exercise thereof or of any other power, right or privilege.

All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

SECTION 23. Additional Grantors. From time to time subsequent to the date hereof, Subsidiaries of Borrowers may become parties hereto as additional Grantors (each an "Additional Grantor") by executing an acknowledgment to this Agreement substantially in the form of Schedule IV annexed hereto. Upon delivery of any such acknowledgment to Collateral Agent and Secured Party, notice of which is hereby waived by Grantors, each such Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder, nor by any election of Collateral Agent not to cause any Subsidiary of Borrowers to become an Additional Grantor hereunder. This Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

SECTION 24. Severability. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 25. Headings. Section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

SECTION 26. Governing Law; Terms. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, EXCEPT TO THE EXTENT THAT THE CODE PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.** Unless otherwise defined herein or in the Credit Agreement, terms used in Articles 8 and 9 of the Uniform Commercial Code in the State of New York are used herein as therein defined.

SECTION 27. Consent to Jurisdiction and Service of Process. **ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST ANY GRANTOR ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY OBLIGATIONS HEREUNDER, MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE, COUNTY AND CITY OF NEW YORK. BY EXECUTING AND DELIVERING THIS AGREEMENT, EACH GRANTOR, FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, IRREVOCABLY**

**(I) ACCEPTS GENERALLY AND UNCONDITIONALLY THE NONEXCLUSIVE JURISDICTION AND VENUE OF SUCH COURTS;**

**(II) WAIVES ANY DEFENSE OF *FORUM NON CONVENIENS*;**

**(III) AGREES THAT SERVICE OF ALL PROCESS IN ANY SUCH PROCEEDING IN ANY SUCH COURT MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO SUCH GRANTOR AT ITS ADDRESS PROVIDED IN ACCORDANCE WITH SECTION 21;**

**(IV) AGREES THAT SERVICE AS PROVIDED IN CLAUSE (III) ABOVE IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER SUCH GRANTOR IN ANY SUCH PROCEEDING IN ANY SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT;**

**(V) AGREES THAT COLLATERAL AGENT RETAINS THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO BRING PROCEEDINGS AGAINST SUCH GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION; AND**

**(VI) AGREES THAT THE PROVISIONS OF THIS SECTION 27 RELATING TO JURISDICTION AND VENUE SHALL BE BINDING AND ENFORCEABLE TO THE FULLEST EXTENT PERMISSIBLE UNDER NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1402 OR OTHERWISE.**


**SECTION 28. Waiver of Jury Trial. GRANTORS AND COLLATERAL AGENT HEREBY AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT.** The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including, without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims. Each Grantor and Collateral Agent acknowledge that this waiver is a material inducement for Grantors and Collateral Agent to enter into a business relationship, that Grantors and Collateral Agent have already relied on this waiver in entering into this Agreement and that each will continue to rely on this waiver in their related future dealings. Each Grantor and Collateral Agent further warrant and represent that each has reviewed this waiver with its legal counsel, and that each knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. **THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 28 AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT.** In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

SECTION 29. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantors and Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

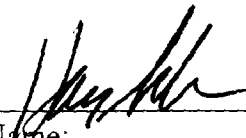
DOMINO'S PIZZA, INC.

By  \_\_\_\_\_  
Name:  
Title:

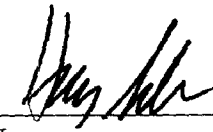
DOMINO'S PIZZA INTERNATIONAL, INC.

By  \_\_\_\_\_  
Name:  
Title:


METRO DETROIT PIZZA, INC.

By  \_\_\_\_\_  
Name:  
Title:


DOMINO'S PIZZA SALES  
INTERNATIONAL, INC.

By  \_\_\_\_\_  
Name:  
Title:

DOMINO'S PIZZA GOVERNMENT  
SERVICES DIVISION, INC.

By  \_\_\_\_\_  
Name:  
Title:


STOREFINDER, INC.

By  \_\_\_\_\_  
Name:  
Title:

Notice Address:

30 Frank Lloyd Wright Drive  
P.O. Box 997  
Ann Arbor, MI 48106  
Attention: Steve Benrubi  
Telephone: (734) 930-3205  
Facsimile: (734) 913-0377

DOMINO'S PIZZA INTERNATIONAL  
PAYROLL SERVICES, INC.

By   
Name:  
Title:

Notice Address

30 Frank Lloyd Wright Drive  
P.O. Box 997  
Ann Arbor, MI 48106  
Attention: Steve Benrubi  
Telephone: (734) 930-3205  
Facsimile: (734) 913-0377

MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK, as Collateral Agent

By: Colleen Galle  
Name:  
Title:



IN WITNESS WHEREOF, Grantors and Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

DOMINO'S PIZZA, INC.

By: /s/ Harry Silverman

Name: Harry Silverman

Title: Vice President

DOMINO'S PIZZA INTERNATIONAL, INC.

By: /s/ Harry Silverman

Name: Harry Silverman

Title: Vice President

METRO DETROIT PIZZA, INC.

By: /s/ Harry Silverman

Name: Harry Silverman

Title: Vice President

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INTERNATIONAL, INC.

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DOMINOS PIZZA INTERNATIONAL  
PAYROLL SERVICES, INC.

By: /s/ Harry Silverman  
Name: Harry Silverman  
Title: Vice President

Notice Address

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Facsimile: (734) 913-0377

MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK, as Collateral Agent

By: /s/ Colleen Galle  
Name: Colleen Galle  
Title: Vice President