12-29-1999

U.S. Patent & TMOfc/TM Mail Rcpt Dt. #34

02-09-2000

101262604

Docket No.:

To the Honorable ... ner of Paten... ... attached original documents or copy thereof.

1. Name of conveying party(ies):

Tiffen Newco LLC

MKD 12.29.99

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☒ Other Missouri Limited Liability Company

Additional names(s) of conveying party(ies) ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: European American Bank

Internal Address:

Street Address: 178 EAB Plaza

City: Uniondale State: NY ZIP: 11556

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☒ Other Banking Corporation (NY)

If assignee is not domiciled in the United States, a domestic designation is ☐ Yes ☐ N

(Designations must be a separate document from

Additional name(s) & address(es) ☐ Yes ☐ N

3. Nature of conveyance:

- ☐ Assignment
- ☐ Merger
- ☒ Security Agreement
- ☐ Change of Name
- ☐ Other

Execution Date: December 13, 1999

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached list

Additional numbers ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David B. Kirschstein, Esq.

Internal Address:

Kirschstein, Ottinger, Israel & Schiffmiller, P.C.

Street Address: 489 Fifth Avenue, 17th Floor

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved:..... 14

7. Total fee (37 CFR 3.41):.....$ $365.00

- ☒ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

40.00 DP
325.00 DP

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.

ALAN ISRAEL — Name of Person Signing

Signature

December 29, 1999 — Date

Total number of pages including cover sheet, attachments, and

00000055 617200

TRADEMARK

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Trademark	Reg. No.	Reg. Dt.
KALIMAR	617,200	12/06/55
AIRES	1,359,032	09/10/85
SPIRIT	1,512,531	11/15/88
KALIMAR	1,608,092	07/31/90
LOOKERS	1,818,818	02/01/94
AIRES	1,831,943	04/19/94
KALIMAR & Design	1,846,538	07/26/94
1 FUN	1,870,410	12/27/94
1 FUN (Stylized)	1,873,193	01/10/95
SPIRIT 1 FUN (Stylized)	1,873,195	01/10/95
SPIRIT FUN	2,072,386	06/17/97
FUN (Stylized)	2,149,664	04/07/98
CONTOUR	2,198,103	10/20/98
SUPERVIEW	2,201,813	11/03/98

AMENDED AND RESTATED SECURITY AGREEMENT

AMENDED AND RESTATED SECURITY AGREEMENT, dated as of December 13, 1999 (as further amended, supplemented, restated or otherwise modified from time to time, this "Agreement"), made by **THE TIFFEN COMPANY, L.L.C.**, a New York limited liability company (the "Borrower"), and each of the other Persons (such capitalized term and all other capitalized terms not otherwise defined herein to have the meanings provided for in Article I) listed on the signature pages hereof (such other Persons, together with the Additional Collateral Grantors (as defined in Section 7.2(b)) and the Borrower, collectively referred to as the "Grantors" and individually as a "Grantor"), in favor of **EUROPEAN AMERICAN BANK**, as agent (in such capacity, the "Agent") for each of the Lender Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of the date hereof (together with all additional amendments, supplements, restatements and other modifications, if any, from time to time thereafter made thereto, the "Credit Agreement"), among the Borrower, the various lending institutions (individually a "Lender" and collectively the "Lenders") as are, or may from time to time become, parties thereto and the Agent, the Lenders have made and agreed to make Credit Extensions to the Borrower;

WHEREAS, as a condition precedent to the effectiveness of the Credit Agreement, each Grantor is required to execute and deliver this Agreement; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to enter into the Credit Agreement, each Grantor agrees, for the benefit of each Lender Party, as follows:

ARTICLE I
DEFINITIONS

SECTION 1.1. Certain Terms. The following terms (whether or not underscored) when used in this Agreement, including its preamble and recitals, shall have the following meanings (such definitions to be equally applicable to the singular and plural forms thereof):

"**Additional Collateral Grantors**" is defined in clause (b) of Section 7.2.

"**Agent**" is defined in the preamble.

"**Amended and Restated Security Agreement**" is defined in the preamble.

"**Assigned Agreements**" is defined in clause (f) of Section 2.1.

"**Borrower**" is defined in the preamble.

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"**Collateral**" is defined in Section 2.1.

"**Collateral Account**" is defined in clause (b) of Section 4.1.2.

"**Computer Hardware and Software Collateral**" means:

(a) all computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware;

(b) all software programs (including both source code, object code and all related applications and data files), whether now owned, licensed or leased or hereafter acquired by each Grantor, designed for use on the computers and electronic data processing hardware described in clause (a) above;

(c) all licenses and leases of software programs;

(d) all firmware associated therewith;

(e) all documentation (including flow charts, logic diagrams, manuals, guides and specifications) with respect to such hardware, software and firmware described in the preceding clauses (a) through (c); and

(f) all rights with respect to all of the foregoing, including any and all copyrights, licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications and any substitutions, replacements, additions or model conversions of any of the foregoing.

"**Copyright Collateral**" means all copyrights of each Grantor, whether statutory or common law, registered or unregistered, now or hereafter in force throughout the world including all of such Grantor's right, title and interest in and to all copyrights registered in the United States Copyright Office or anywhere else in the world and also including the copyrights referred to in Item A of Schedule IV attached hereto, and all applications for registration thereof, whether pending or in preparation, all copyright licenses, including each copyright license referred to in Item B of Schedule IV attached hereto, the right to sue for past, present and future infringements of any thereof, all rights corresponding thereto throughout the world, all extensions and renewals of any thereof and all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit.

"**Credit Agreement**" is defined in the first recital.

"**Equipment**" is defined in clause (a) of Section 2.1.

"**Grantor**" and "**Grantors**" are defined in the preamble.

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"**Intellectual Property Collateral**" means, collectively, the Computer Hardware and Software Collateral, the Copyright Collateral, the Patent Collateral, the Trademark Collateral and the Trade Secrets Collateral.

"**Inventory**" is defined in clause (b) of Section 2.1.

"**Investment Property**" means all "investment property", as such term is defined in Section 9-115 of the U.C.C.

"**Lender**" and "**Lenders**" are defined in the first recital.

"**Lender Party**" means, as the context may require, any Lender, any Issuer or the Agent and each of its respective successors, transferees and assigns.

"**Patent Collateral**" means:

(a) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in Item A of Schedule II attached hereto;

(b) all patent licenses, including each patent license referred to in Item B of Schedule II attached hereto;

(c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clauses (a) and (b) above; and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in Item A of Schedule II attached hereto, and for breach or enforcement of any patent license, including any patent license referred to in Item B of Schedule II attached hereto, and all rights corresponding thereto throughout the world.

"**Receivables**" is defined in clause (c) of Section 2.1.

"**Related Contracts**" is defined in clause (c) of Section 2.1.

"**Secured Obligations**" is defined in Section 2.2.

"**Security Agreement Supplement**" is defined in clause (b) of Section 7.2.

"**Trademark Collateral**" means:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all

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applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Schedule III attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Schedule III attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b) above;

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b) above; and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by each Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item B of Schedule III attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

"**Trade Secrets Collateral**" means common law and statutory trade secrets and all other confidential or proprietary or useful information and all know-how obtained by or used in or contemplated at any time for use in the business of each Grantor (all of the foregoing being collectively called a "Trade Secret"), whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to such Trade Secret, all Trade Secret licenses, including each Trade Secret license referred to in Schedule V attached hereto, and including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any Trade Secret and for the breach or enforcement of any such Trade Secret license.

"**U.C.C.** " means the Uniform Commercial Code, as from time to time in effect in the State of New York or, with respect to any Collateral located in any state other than the State of New York, the Uniform Commercial Code as from time to time in effect in such state.

SECTION 1.2. Credit Agreement Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

SECTION 1.3. U.C.C. Definitions. Unless otherwise defined herein or the context otherwise requires, terms for which meanings are provided in the U.C.C. are used in this Agreement, including its preamble and recitals, with such meanings.

ARTICLE II
SECURITY INTEREST

SECTION 2.1. Grant of Security. Each Grantor hereby assigns and pledges to the Agent for its benefit and the ratable benefit of each of the Lender Parties, and hereby grants to the Agent for its benefit and the ratable benefit of each of the Lender Parties a security interest in, all of its right, title and interest in and to the following, whether now or hereafter existing or acquired (the "Collateral"):

(a) all equipment in all of its forms of such Grantor, wherever located, including all machinery, components, parts and accessories installed thereon or affixed thereto and all parts thereof and all accessions, additions, attachments, improvements, substitutions and replacements thereto and therefor (any and all of the foregoing being the "Equipment");

(b) all inventory in all of its forms of such Grantor, wherever located, including

(i) all merchandise, goods and other personal property which are held for sale or lease, all raw materials and work in process therefor, finished goods thereof, and materials used or consumed in the manufacture or production thereof,

(ii) all goods in which such Grantor has an interest in mass or a joint or other interest or right of any kind (including goods in which such Grantor has an interest or right as consignee), and

(iii) all goods which are returned to or repossessed by such Grantor,

and all accessions thereto, products thereof and documents therefor (any and all such inventory, materials, goods, accessions, products and documents being the "Inventory");

(c) all accounts (including all bank accounts, collection accounts and concentration accounts, together with all funds held therein and all certificates and instruments, if any, from time to time representing or evidencing such accounts), contracts, contract rights, chattel paper, documents, instruments, rights to receive payment and general intangibles of such Grantor (including invoices, contracts, rights, accounts receivable, notes, refunds, indemnities, undertakings and all other obligations owing to such Grantor from any Person), whether or not arising out of or in connection with the sale or lease of goods or the rendering of services, and all rights of such Grantor now or hereafter existing in and to all security agreements, guaranties, leases and other contracts securing or otherwise relating to any such accounts, contracts, contract rights, chattel paper, documents, instruments, and general intangibles (any and all such accounts, contracts, contract rights, chattel paper, documents, instruments, and general intangibles being the "Receivables", and any and all such security agreements, guaranties, leases and other contracts being the "Related Contracts");

(d) all Intellectual Property Collateral and other general intangibles (other than general intangibles for money due or to become due and described in clause (c) above) of such Grantor;

(e) all Investment Property of such Grantor;

(f) all of such Grantor's right, title and interest in and to the agreements specified in Schedule VI attached hereto, and each Rate Protection Agreement to which such Grantor is now or may hereafter become a party, in each case as such agreements may be amended or otherwise modified from time to time (collectively, the "Assigned Agreements"), including (i) all rights of such Grantor to receive moneys due and to become due under or pursuant to the Assigned Agreements, (ii) all rights of such Grantor to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to the Assigned Agreements, (iii) claims of such Grantor for damages arising out of or for breach of or default under the Assigned Agreements and (iv) the right of such Grantor to terminate the Assigned Agreements, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder;

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(g) all books, records, writings, data bases, information and other property relating to, used or useful in connection with, evidencing, embodying, incorporating or referring to, any of the foregoing in this Section 2.1;

(h) all of such Grantor's other property and rights of every kind and description and interests therein; and

(i) all products, offspring, rents, issues, profits, returns, income and proceeds of and from any and all of the foregoing Collateral (including proceeds which constitute property of the types described in clauses (a), (b), (c), (d), (e), (f), (g) and (h) above, proceeds deposited from time to time in the Collateral Account of such Grantor, and, to the extent not otherwise included, all payments under insurance (whether or not the 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).

SECTION 2.2. Security for Obligations. This Agreement secures the prompt payment in full of all Obligations, including all amounts payable by the Borrower and each other Obligor under or in connection with the Credit Agreement, the Notes and each other Loan Document, whether for principal, interest, costs, fees, expenses, indemnities or otherwise and whether now or hereafter existing (all of such obligations being the "Secured Obligations").

SECTION 2.3. Continuing Security Interest; Transfer of Notes. This Agreement shall create a continuing security interest in the Collateral and shall

(a) remain in full force and effect until payment in full in cash of all Secured Obligations and the termination of the Revolving Loan Commitment,

(b) be binding upon each Grantor, its successors, transferees and assigns, and

(c) inure, together with the rights and remedies of the Agent hereunder, to the benefit of the Agent and each other Lender Party.

Without limiting the generality of the foregoing clause (c), any Lender may assign or otherwise transfer (in whole or in part) any Credit Extension held by it to any other Person, and such other Person shall thereupon become vested with all the rights and benefits in respect thereof granted to such Lender under any Loan Document (including this Agreement) or otherwise, subject, however, to any contrary provisions in such assignment or transfer, and to the provisions of Section 10.11 and Article IX of the Credit Agreement. Upon the indefeasible payment in full in cash of all Secured Obligations and the termination of the Revolving Loan Commitment, the security interest granted herein shall terminate and all rights to the Collateral shall revert to the Grantors. Upon any such termination or release, the Agent will, at each Grantor's sole expense, execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

SECTION 2.4. Grantors Remains Liable. Anything herein to the contrary notwithstanding

(a) each Grantor shall remain liable under the contracts and agreements included in the Collateral (including the Assigned Agreements) to the extent set forth therein, and shall perform all

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of its duties and obligations under such contracts and agreements to the same extent as if this Agreement had not been executed,

(b) the exercise by the Agent of any of its rights hereunder shall not release any Grantor from any of its duties or obligations under any such contracts or agreements included in the Collateral, and

(c) neither the Agent nor any other Lender Party shall have any obligation or liability under any such contracts or agreements included in the Collateral by reason of this Agreement, nor shall the Agent or any other Lender Party 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 2.5. Security Interest Absolute. All rights of the Agent and the security interests granted to the Agent hereunder, and all obligations of each Grantor hereunder, shall be absolute and unconditional, irrespective of

(a) any lack of validity or enforceability of the Credit Agreement, any Note or any other Loan Document;

(b) the failure of any Lender Party

(i) to assert any claim or demand or to enforce any right or remedy against the Borrower, any Obligor or any other Person under the provisions of the Credit Agreement, any Note, any other Loan Document or otherwise, or

(ii) to exercise any right or remedy against any other guarantor of, or collateral securing, any Secured Obligation;

(c) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations or any other extension, compromise or renewal of any Secured Obligation, including any increase in the Secured Obligations resulting from the extension of additional credit to any Grantor or any other Obligor or otherwise;

(d) any reduction, limitation, impairment or termination of any Secured Obligation for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to (and each Grantor hereby waives any right to or claim of) any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality, nongenuineness, irregularity, compromise, unenforceability of, or any other event or occurrence affecting, any Secured Obligation or otherwise;

(e) any amendment to, rescission, waiver, or other modification of, or any consent to departure from, any of the terms of the Credit Agreement, any Note or any other Loan Document;

(f) any addition, exchange, release, surrender or non-perfection of any collateral (including the Collateral), or any amendment to or waiver or release of or addition to or consent to departure from any guaranty, for any of the Secured Obligations; or

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(g) any other circumstances which might otherwise constitute a defense available to, or a legal or equitable discharge of, the Borrower, any other Obligor or otherwise.

SECTION 2.6. Waiver of Subrogation. Each Grantor hereby irrevocably waives to the extent permitted by applicable law any claim or other rights which it may now or hereafter acquire against any other Obligor that arises from the existence, payment, performance or enforcement of such Grantor's obligations under this Agreement, including any right of subrogation, reimbursement, exoneration, or indemnification, any right to participate in any claim or remedy against any other Obligor or any collateral which the Agent now has or hereafter acquires, whether or not such claim, remedy or right arises in equity, or under contract, statute or common law, including the right to take or receive from any other Obligor, directly or indirectly, in cash or other property or by set-off or in any manner, payment or security on account of such claim or other rights, until such time as the Secured Obligations shall have been indefeasibly paid in full in cash and the Commitments have irrevocably terminated. If any amount shall be paid to any Grantor in violation of the preceding sentence and the Secured Obligations shall not have been terminated, such amount shall be deemed to have been paid to the Lender Parties, and shall forthwith be paid to the Agent to be credited and applied upon the Secured Obligations, whether matured or unmatured. Each Grantor acknowledges that it will receive direct and indirect benefits for the financing arrangements contemplated by the Credit Agreement and that the waiver set forth in this Section is knowingly made in contemplation of such benefits.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

SECTION 3.1. Representations and Warranties. Each Grantor represents and warrants unto each Lender Party as set forth in this Article.

SECTION 3.1.1. Location of Collateral, etc. All of the Equipment and Inventory of such Grantor are located at the places specified in Item A and Item B, respectively, of Schedule I hereto. None of the Equipment and Inventory has, within the four months preceding the date of this Agreement, been located at any place other than the places specified in Item A and Item B, respectively, of Schedule I hereto. The principal place of business and chief executive office of such Grantor and the office where such Grantor keeps its records concerning the Receivables, and the original copies of each Assigned Agreement and all originals of all chattel paper which evidence Receivables are located at the places specified in Item C of Schedule I hereto. Such Grantor has no trade names. During the 12-month period preceding the date hereof, such Grantor has not been known by any legal name (other than, in the case of the Borrower) different from the one set forth on the signature page hereto, nor has such Grantor been the subject of any merger or other corporate reorganization (other than the Acquisition). If the Collateral of such Grantor includes any Inventory located in the State of California, such Grantor is not a "retail merchant" within the meaning of Section 9102 of the Uniform Commercial Code - Secured Transactions of the State of California. None of the Receivables is evidenced by a promissory note or other instrument. Except as notified by such Grantor to the Agent in writing, such Grantor is not a party to any one or more Federal, state or local government contracts.

SECTION 3.1.2. Ownership, No Liens, etc. Such Grantor owns its portion of the Collateral free and clear of any Lien, except for the security interest created by this Agreement and except as otherwise permitted by Section 7.2.3 of 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 recording office, except (i) such as may have been filed in favor of the Agent relating to this Agreement, (ii) financing statements in respect of Liens permitted under Section 7.2.3 of the Credit Agreement and (iii) financing statements for which duly

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executed UCC-3 termination statements have been delivered to the Agent pursuant to Section 9.1.16 of the Credit Agreement.

SECTION 3.1.3. Possession and Control. Such Grantor has exclusive possession and control of the Equipment and Inventory, except to the extent any such Equipment or Inventory is located on leased property.

SECTION 3.1.4. Negotiable Documents, Instruments, Chattel Paper and Assigned Agreements. Such Grantor has, contemporaneously herewith, delivered to the Agent possession of all originals of all negotiable documents, instruments and chattel paper currently owned or held by such Grantor (duly endorsed in blank, if requested by the Agent) and original copies of each Assigned Agreement.

SECTION 3.1.5. Intellectual Property Collateral. With respect to any Intellectual Property Collateral that is material to the operations of any Grantor:

(a) each patent, patent application, trademark or servicemark registration, use-based trademark or service mark application, copyright registration, copyright application and license of such Grantor included in such Intellectual Property Collateral is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and is valid and enforceable;

(b) such Grantor has made all necessary filings and recordations to protect its interest in such Intellectual Property Collateral, including recordations of all of its interests in the Patent Collateral and Trademark Collateral in the United States Patent and Trademark Office and in corresponding offices throughout the world and its claims to the Copyright Collateral in the United States Copyright Office and in corresponding offices throughout the world;

(c) in the case of any such Intellectual Property Collateral that is owned by such Grantor, such Grantor is the exclusive owner of the entire and unencumbered right, title and interest in and to such Intellectual Property Collateral and no claim has been made that the use of such Intellectual Property Collateral does or may violate the asserted rights of any third party;

(d) in the case of any such Intellectual Property Collateral that is licensed by such Grantor, such Grantor is in compliance with all the material terms of such license; and

(e) the Grantor has performed and will continue to perform all acts and has paid and will continue to pay all required fees and taxes to maintain each and every item of Intellectual Property Collateral in full force and effect throughout the world, as applicable.

Such Grantor owns directly or is entitled to use by license or otherwise, all patents, Trademarks, Trade Secrets, copyrights, licenses, technology, know-how, processes and rights with respect to any of the foregoing used in or necessary for the conduct of such Grantor's business.

SECTION 3.1.6. Validity, etc. This Agreement creates a valid security interest in the Collateral, subject to no other Liens other than Liens permitted under Section 7.2.3 of the Credit Agreement, securing the payment of the Secured Obligations, and all filings and other actions necessary or desirable to perfect and protect such security interest have been duly taken.

SECTION 3.1.7. Authorization, Approval, etc. No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body (other than the filing of financing statements in the U.C.C. filing offices of each jurisdiction referred to in Schedule I hereto, the filing of the Security Agreement (Trademark) and the Security Agreement (Patent) with the United States Patent and Trademark Office and the filing of the Security Agreement (Copyright) with the United States Copyright Office, in the forms attached hereto) is required either

(a) for the grant by such Grantor of the security interest granted hereby or for the execution, delivery and performance of this Agreement by such Grantor, or

(b) for the perfection of or the exercise by the Agent of its rights and remedies hereunder.

SECTION 3.1.8. Due Execution, Validity, Etc. Such Grantor has full power and authority, and holds all requisite governmental licenses, permits and other approvals, to enter into and perform its obligations under this Agreement. The execution, delivery and performance by such Grantor of this Agreement does not contravene or result in a default under such Grantor's Organic Documents or contravene or result in a default under any material contractual restriction, Lien or governmental regulation or court decree or order binding on such Grantor. This Agreement has been duly executed and delivered on behalf of each Grantor and constitutes the legal, valid and binding obligation of each Grantor enforceable in accordance with its terms, subject to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditor's right generally, and subject to the effect of general principles of equity (regardless of whether considered in a proceeding in equity or at law). In addition, each representation and warranty of each Grantor contained in each Loan Document to which it is a party is true and correct in all material respects (unless such representation and warranty is stated to relate solely to an earlier date, in which case such representation and warranty is true and correct as of such earlier date).

SECTION 3.1.9. Farm Products. None of the Collateral constitutes, or is the proceeds of, farm products.

SECTION 3.1.10. Assigned Agreements. The Assigned Agreements of such Grantor, true and complete copies of which have been furnished to each Lender, have been duly authorized, executed and delivered by such Grantor, are in full force and effect and are binding upon and enforceable against such Grantor in accordance with their terms. To the knowledge of such Grantor, there exists no default under any Assigned Agreement by any party thereto. With respect to each Assigned Agreement for which the Agent has requested such Grantor to obtain a written consent to assignment, each party to such Assigned Agreement other than such Grantor has executed and delivered to such Grantor a consent, in substantially the form of Exhibit D, to the assignment of such Assigned Agreement to the Agent pursuant to this Agreement.

ARTICLE IV
COVENANTS

SECTION 4.1. Certain Covenants. Each Grantor covenants and agrees that, so long as any portion of the Secured Obligations shall remain unpaid or the Revolving Loan Commitment shall be outstanding, such Grantor will, unless the Required Lenders shall otherwise consent in writing, perform the obligations set forth in this Section.

SECTION 4.1.1. As to Equipment and Inventory. Each Grantor hereby agrees that it shall

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(a) keep all the Equipment and Inventory (other than Inventory sold in the ordinary course of business) at the places therefor specified in Section 3.1.1 or, upon 30 days' prior written notice to the Agent, at such other places in a jurisdiction where all representations and warranties set forth in Article III (including Section 3.1.5) shall be true and correct, and all action required pursuant to the first sentence of Section 4.1.8 shall have been taken with respect to the Equipment and Inventory;

(b) cause the Equipment to be maintained and preserved in the same condition, repair and working order as when new, ordinary wear and tear excepted, and make or cause to be made all repairs, replacements and other improvements in connection therewith which are necessary so that such Grantor may properly conduct its business; and

(c) pay promptly when due all property and other taxes, assessments and governmental charges or levies imposed upon, and all claims (including claims for labor, materials and supplies) against, the Equipment and Inventory, except to the extent the validity thereof is being contested in good faith by appropriate proceedings and for which adequate reserves in accordance with GAAP have been set aside.

SECTION 4.1.2. As to Receivables.

(a) Each Grantor shall keep its principal place of business and chief executive office and the office where it keeps its records concerning the Receivables, and all originals of all chattel paper which evidence Receivables, located at the places specified in Section 3.1.1 or, upon 30 days' prior written notice to the Agent, at such other locations in a jurisdiction where all actions required by the first sentence of Section 4.1.8 shall have been taken with respect to the Receivables; not change its name except upon 30 days' prior written notice to the Agent; hold and preserve such records and chattel paper; and permit representatives of the Agent at any time during normal business hours, upon reasonable notice, to inspect and make abstracts from such records and chattel paper.

(b) Upon written notice by the Agent to any Grantor pursuant to this Section 4.1.2(b), all proceeds of Collateral received by such Grantor shall be delivered in kind to the Agent for deposit to a deposit account (the "Collateral Account") of such Grantor maintained with the Agent, and such Grantor shall not commingle any such proceeds, and shall hold separate and apart from all other property, all such proceeds in express trust for the benefit of the Agent until delivery thereof is made to the Agent. The Agent will not give the notice referred to in the preceding sentence unless there shall have occurred and be continuing a Default of the nature referred to in Section 8.1.9 of the Credit Agreement or any Event of Default. No funds, other than proceeds of Collateral, will be deposited in the Collateral Account.

(c) The Agent shall have the right to apply any amount in the Collateral Account to the payment of any Secured Obligations which are due and payable or payable upon demand, or to the payment of any Secured Obligations at any time that any Event of Default shall exist. Subject to the rights of the Agent, each Grantor shall have the right on each Business Day, with respect to and to the extent of collected funds in the Collateral Account, to require the Agent to purchase any Cash Equivalent Investment, provided that, in the case of certificated securities, the Agent will retain possession thereof as Collateral and, in the case of other Investment Property, the Agent will take such actions, including registration of such Investment Property in its name, as it shall determine is

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necessary to perfect its security interest therein. The Agent may at any time and shall promptly following any Grantor's request therefor, if no Default of the nature referred to in Section 8.1.9 of the Credit Agreement and no Event of Default has occurred and is continuing, transfer to such Grantor's general demand deposit account at the Agent or its bank (if not the Agent) any or all of the collected funds in the Collateral Account; provided, however, that any such transfer shall not be deemed to be a waiver or modification of any of the Agent's rights under this Section 4.1.2(c).

SECTION 4.1.3. As to Collateral.

(a) Until such time as the Agent shall notify the Grantors of the revocation of such power and authority after the occurrence and continuation of any Default of the nature referred to in Section 8.1.9 of the Credit Agreement or any Event of Default, each Grantor (i) may in the ordinary course of its business, at its own expense, sell, lease or furnish under the contracts of service any of the Inventory normally held by such Grantor for such purpose, and use and consume, in the ordinary course of its business, any raw materials, work in process or materials normally held by such Grantor for such purpose, and sale or otherwise dispose of any other Collateral to the extent permitted by Section 7.2.10 of the Credit Agreement (ii) will, at its own expense, endeavor to collect, as and when due, all amounts due with respect to any of the Collateral, including the taking of such action with respect to such collection as the Agent may reasonably request or, in the absence of such request, as each Grantor may deem advisable, and (iii) may grant, in the ordinary course of business, to any party obligated on any of the Collateral, any rebate, refund or allowance to which such party may be lawfully entitled, and may accept, in connection therewith, the return of goods, the sale or lease of which shall have given rise to such Collateral. The Agent, however, may, at any time following the occurrence and during the continuance of any Default of the nature referred to in Section 8.1.9 of the Credit Agreement or any Event of Default, whether before or after any revocation of such power and authority or the maturity of any of the Secured Obligations, notify any parties obligated on any of the Collateral to make payment to the Agent of any amounts due or to become due thereunder and enforce collection of any of the Collateral by suit or otherwise and surrender, release, or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder or evidenced thereby. Upon request of the Agent after the occurrence and during the continuance of any Default of the nature referred to in Section 8.1.9 of the Credit Agreement or any Event of Default, each Grantor will, at its own expense, notify any parties obligated on any of the Collateral to make payment to the Agent of any amounts due or to become due thereunder.

(b) The Agent is authorized to endorse, in the name of each Grantor, any item, howsoever received by the Agent, representing any payment on or other proceeds of any of the Collateral.

SECTION 4.1.4. As to Intellectual Property Collateral.

(a) No Grantor shall, unless such Grantor shall either (i) reasonably and in good faith determine (and notice of such determination shall have been delivered to the Agent) that any of the Patent Collateral is of negligible economic value to such Grantor, or (ii) have a valid business purpose to do otherwise, do any act, or omit to do any act, whereby any of the Patent Collateral may lapse or become abandoned or dedicated to the public or unenforceable.

(b) No Grantor shall, and no Grantor shall permit any of its licensees to, unless such Grantor shall either (i) reasonably and in good faith determine (and notice of such determination

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shall have been delivered to the Agent) that any of the Trademark Collateral is of negligible economic value to such Grantor, or (ii) have a valid business purpose to do otherwise,

(A) fail to continue to use any of the Trademark Collateral in order to maintain all of the Trademark Collateral in full force free from any claim of abandonment for non-use,

(B) fail to maintain as in the past the quality of products and services offered under all of the Trademark Collateral,

(C) fail to employ all of the Trademark Collateral registered with any Federal or state or foreign authority with an appropriate notice of such registration,

(D) adopt or use any other Trademark which is confusingly similar or a colorable imitation of any of the Trademark Collateral,

(E) use any of the Trademark Collateral registered with any Federal or state or foreign authority except for the uses for which registration or application for registration of all of such Trademark Collateral has been made, or

(F) do or permit any act or knowingly omit to do any act whereby any of the Trademark Collateral may lapse or become invalid or unenforceable.

(c) No Grantor shall, unless such Grantor shall either reasonably and in good faith determine (and notice of such determination shall have been delivered to the Agent) that any of the Copyright Collateral or any of the Trade Secrets Collateral is of negligible economic value to such Grantor, or have a valid business purpose to do otherwise, do or permit any act or knowingly omit to do any act whereby any of the Copyright Collateral or any of the Trade Secrets Collateral may lapse or become invalid or unenforceable or placed in the public domain except upon expiration of the end of an unrenewable term of a registration thereof.

(d) Each Grantor shall notify the Agent immediately if it knows that any application or registration relating to any material item of the Intellectual Property Collateral may become abandoned or dedicated to the public or placed in the public domain or invalid or unenforceable, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any foreign counterpart thereof or any court) regarding such Grantor's ownership of any of the Intellectual Property Collateral, its right to register the same or to keep and maintain and enforce the same.

(e) In no event shall any Grantor or any of its agents, employees, designees or licensees file an application for the registration of any Intellectual Property Collateral with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, unless it promptly informs the Agent and, upon request of the Agent, executes and delivers any and all agreements, instruments, documents and papers as the Agent may reasonably request to evidence the Agent's security interest in such Intellectual Property Collateral and the goodwill and general intangibles of such Grantor relating thereto or represented thereby.

(f) Each Grantor shall take all necessary steps, including in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue any application (and to obtain the relevant registration) filed with respect to, and to maintain any registration of, the Intellectual Property Collateral, including the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings and the payment of fees and taxes (except to the extent that dedication, abandonment or invalidation is permitted under the foregoing clauses (a), (b) and (c)).

(g) Each Grantor shall, contemporaneously herewith, execute and deliver to the Agent an Agreement (Patent), an Agreement (Trademark) and an Agreement (Copyright) in the forms of Exhibit A, Exhibit B and Exhibit C hereto, respectively, and shall execute and deliver to the Agent any other document required to acknowledge or register or perfect the Agent's interest in any part of the Intellectual Property Collateral.

SECTION 4.1.5. Insurance. Each Grantor will maintain or cause to be maintained insurance as provided in Section 7.1.4 of the Credit Agreement. All proceeds of insurance maintained by each Grantor so covering the Collateral shall be retained by the Agent for application to the payment in full of the Secured Obligations under the circumstances provided for in Section 7.1.4 of the Credit Agreement.

SECTION 4.1.6. Transfers and Other Liens. No Grantor shall:

(a) sell, assign (by operation of law or otherwise) or otherwise dispose of any of the Collateral, except as permitted by Section 7.2.10 of the Credit Agreement; or

(b) create or suffer to exist any Lien upon or with respect to any of the Collateral, except for the security interest created by this Agreement and except those permitted by Section 7.2.3 of the Credit Agreement.

SECTION 4.1.7. As to the Assigned Agreements.

(a) Each Grantor shall at its expense:

(i) perform and observe in all material respects all the terms and provisions of the Assigned Agreements to be performed or observed by it, maintain the Assigned Agreements in full force and effect, enforce the Assigned Agreements in accordance with their terms and take all such action to such end as may be from time to time reasonably requested by the Agent; and

(ii) furnish to the Agent promptly upon receipt thereof copies of all material notices, requests and other documents received by such Grantor under or pursuant to the Assigned Agreements, and from time to time furnish to the Agent such information and reports regarding the Assigned Agreements as the Agent may reasonably request.

(b) Except to the extent permitted under Section 7.2.11 of the Credit Agreement, no Grantor shall, without the prior written consent of the Agent:

(i) cancel or terminate any Assigned Agreement or consent to or accept any cancellation or termination thereof;

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(ii) amend or otherwise modify any Assigned Agreement or give any consent, waiver or approval thereunder;

(iii) waive any default under or breach of any Assigned Agreement; or

(iv) take any other action in connection with any Assigned Agreement that would impair in any material respect the value of the interest or rights of such Grantor thereunder or that would impair in any material respect the interest or rights of any Lender Party.

SECTION 4.1.8. Further Assurances, etc. Each Grantor agrees that, from time to time at its own expense, such Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Agent may reasonably request, in order to perfect, preserve and protect any security interest granted or purported to be granted hereby or to enable the Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral (including the obtaining of written consents to assignment of the nature referred to in Section 3.1.10 with respect to material contracts of such Grantor). Without limiting the generality of the foregoing, each Grantor will

(a) at the request of the Agent, mark conspicuously each document included in the Inventory, each Assigned Agreement, each chattel paper included in the Receivables, each Related Contract and each of its records pertaining to the Collateral with a legend, in form and substance satisfactory to the Agent, indicating that such document, Assigned Agreement, chattel paper, Related Contract or Collateral is subject to the security interest granted hereby;

(b) if any Receivable shall be evidenced by a promissory note or other instrument, negotiable document or chattel paper, deliver and pledge to the Agent hereunder such promissory note, instrument, negotiable document or chattel paper duly endorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance satisfactory to the Agent;

(c) execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices (including any assignment of claim form under or pursuant to the federal assignment of claims statute, 31 U.S.C. ' 3726, any successor or amended version thereof or any regulation promulgated under or pursuant to any version thereof), as may be necessary, or as the Agent may reasonably request, in order to perfect and preserve the security interests and other rights granted or purported to be granted to the Agent hereby; and

(d) furnish to the Agent, from time to time at the Agent's request, statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Agent may reasonably request, all in reasonable detail.

With respect to the foregoing and the grant of the security interest hereunder, each Grantor hereby authorizes the 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 such Grantor where permitted by law. A carbon, photographic or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

ARTICLE V
THE AGENT

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SECTION 5.1. Agent Appointed Attorney-in-Fact. Each Grantor hereby irrevocably constitutes and appoints the Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, for the purpose of carrying out the terms of this Agreement, to take, upon the occurrence and during the continuance of any Default of the nature referred to in Section 8.1.9 of the Credit Agreement or any Event of Default, any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, each Grantor hereby gives the Agent the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do any or all of the following:

(a) in the name of such Grantor or its own name, or otherwise, take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Receivable or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Agent for the purpose of collecting any and all such moneys due under any Receivable or with respect to any other Collateral whenever payable;

(b) in the case of any Intellectual Property Collateral, execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Agent may request to evidence the Lender Parties' security interest in such Intellectual Property Collateral and the goodwill and general intangibles of such Grantor relating thereto or represented thereby;

(c) pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, effect any repairs or any insurance called for by the terms of this Agreement and pay all or any part of the premiums therefor and the costs thereof;

(d) execute, in connection with any sale or other disposition provided for in Section 6.1, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral; and

(e) (i) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Agent or as the Agent shall direct; (ii) ask or demand for, collect, and receive payment of and give receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (iii) sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (iv) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral; (v) defend any suit, action or proceeding brought against such Grantor with respect to any Collateral; (vi) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Agent may deem appropriate; (vii) assign any Intellectual Property Collateral (along with the goodwill of the business to which any such Intellectual Property Collateral pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Agent shall in its sole discretion determine; and (viii) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Agent were the absolute owner thereof for all purposes, and do, at the

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Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things that the Agent deems necessary to protect, preserve or realize upon the Collateral and the Lender Parties' security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

Each Grantor hereby acknowledges, consents and agrees that the power of attorney granted pursuant to this Section is irrevocable and coupled with an interest.

SECTION 5.2. Agent May Perform. If any Grantor fails to perform any agreement contained herein, the Agent may itself perform, or cause performance of, such agreement, and the reasonable expenses of the Agent incurred in connection therewith shall be payable by such Grantor pursuant to Section 6.2; provided, however, if any Default of the nature referred to in Section 8.1.9 of the Credit Agreement or Event of Default has occurred and is continuing, no such notice shall be required.

SECTION 5.3. Agent Has No Duty. In addition to, and not in limitation of, Section 2.4, the powers conferred on the Agent hereunder are solely to protect its interest (on behalf of the Lender Parties) in the Collateral and shall not impose any duty on it to exercise any such powers. The Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the U.C.C. or otherwise, shall be to deal with it in the same manner as the Agent deals with similar property for its own account. Neither the Agent nor any of its officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof (including the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral). The powers conferred on the Agent hereunder are solely to protect the Lender Parties' interests in the Collateral and shall not impose any duty upon the Agent to exercise any such powers. The Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither the Agent nor any of its officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

ARTICLE VI
REMEDIES

SECTION 6.1. Certain Remedies. If any Event of Default shall have occurred and be continuing:

(a) The Agent may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the U.C.C. (whether or not the U.C.C. applies to the affected Collateral) and also may

(i) require each Grantor to, and each Grantor hereby agrees that it will, at its expense and upon the request of the Agent forthwith, assemble all or part of the Collateral as directed by the Agent and make it available to the Agent at a place to be designated by the Agent which is reasonably convenient to both parties and

(ii) without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Grantor or any other Person (all and each of which demands, defenses,

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advertisements and notices are hereby waived), sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale, at any of the Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Agent may deem commercially reasonable. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten days' prior 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. The Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The 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.

(b) All cash proceeds received by the Agent in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied (after payment of any amounts payable to the Agent pursuant to Section 10.3 of the Credit Agreement and Section 6.2 below) in whole or in part by the Agent for the ratable benefit of the Lender Parties against all or any part of the Secured Obligations in accordance with Section 8.4 of the Credit Agreement. Any surplus of such cash or cash proceeds held by the Agent and remaining after payment in full of all the Secured Obligations, and the termination of the Revolving Loan Commitment, shall be paid over to the Grantors or to whomsoever may be lawfully entitled to receive such surplus.

(c) The Agent may exercise any and all rights and remedies of each Grantor under or in connection with the Receivables, the Related Contracts and the Assigned Agreements or otherwise in respect of the Collateral, including any and all rights of such Grantor to demand or otherwise require payment of any amount under, or performance of any provision of, any Receivables, Related Contracts or Assigned Agreements.

SECTION 6.2. Indemnity and Expenses.

(a) Each Grantor agrees to jointly and severally indemnify the Agent from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement (including enforcement of this Agreement), except claims, losses or liabilities resulting from the Agent's gross negligence or willful misconduct as determined by a final judgment of a court of competent jurisdiction.

(b) Each Grantor will upon demand pay to the Agent the amount of any and all reasonable expenses, including the reasonable fees and disbursements of its counsel and of any experts and agents, which the 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 the Agent or the Lender Parties hereunder, or

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(iv) the failure by any Grantor to perform or observe any of the provisions hereof.

ARTICLE VII
MISCELLANEOUS PROVISIONS

SECTION 7.1. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7.2. Amendments, etc.; Additional Grantors; Successors and Assigns.

(a) No amendment to or waiver of any provision of this Agreement nor consent to any departure by any Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Agent and, with respect to any such amendment, by the Grantors, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) Upon the execution and delivery by any Person of a security agreement supplement in substantially the form of Exhibit E hereto (each a "Security Agreement Supplement"), (i) such Person shall be referred to as an "Additional Collateral Grantor" and shall be and become a Grantor, and each reference in this Agreement to "Grantor" shall also mean and be a reference to such Additional Collateral Grantor and (ii) the schedule supplements attached to each Security Agreement Supplement shall be incorporated into and become a part of and supplement Schedules I through VI hereto, as appropriate, and the Agent may attach such schedule supplements to such Schedules, and each reference to such Schedules shall mean and be a reference to such Schedules, as supplemented pursuant hereto.

(c) Any Grantor that becomes an Excluded Foreign Subsidiary after the date hereof shall, upon written request of such Grantor to the Agent and at the sole cost of such Grantor, be released from the terms hereof pursuant to documentation reasonably satisfactory to the Agent.

(d) This Agreement shall be binding upon each Grantor and its successors, transferees and assigns and shall inure to the benefit of and be enforceable by the Agent and each other Lender Party and their respective successors, transferees and assigns; provided, however, that no Grantor may assign its obligations hereunder without the prior written consent of the Agent.

SECTION 7.3. Addresses for Notices. All notices and other communications provided for hereunder shall be in writing and mailed, delivered or transmitted by facsimile to either party hereto at the address set forth in the Credit Agreement, or at such other address as shall be designated by such party in a written notice to each other party. Any notice, if mailed and properly addressed with postage prepaid, shall be deemed given three Business Days after posting; any notice sent by prepaid overnight express mail shall be deemed delivered on the next following Business Day; and any notice transmitted by facsimile shall be deemed given upon electronic confirmation of transmission by the sender thereof.

SECTION 7.4. Section Captions. Section captions used in this Agreement are for convenience of reference only, and shall not affect the construction of this Agreement.

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SECTION 7.5. Severability. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

SECTION 7.6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 7.7. Governing Law, Entire Agreement, etc. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE VALIDITY OR 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. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS CONSTITUTE THE ENTIRE UNDERSTANDING AMONG THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDE ANY PRIOR AGREEMENTS, WRITTEN OR ORAL, WITH RESPECT THERETO.

SECTION 7.8. Forum Selection and Consent to Jurisdiction. ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF THE LENDER PARTIES OR ANY GRANTOR SHALL BE BROUGHT AND MAINTAINED IN THE FEDERAL AND STATE COURTS LOCATED IN THE BOROUGH OF MANHATTAN OF THE STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY SHALL BE BROUGHT, AT THE AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH SUCH LITIGATION SUBJECT TO ANY RIGHTS OF APPEAL OF ANY JUDGMENT RENDERED BY THE HIGHEST COURT IN THE STATE OF NEW YORK OR THE UNITED STATES DISTRICT COURT FOR THE STATE OF NEW YORK, AS THE CASE MAY BE. EACH GRANTOR FURTHER IRREVOCABLY CONSENTS TO SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF NEW YORK. EACH GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY HAVE OR HEREAFTER MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. TO THE EXTENT THAT ANY GRANTOR HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, SUCH GRANTOR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW,

HEREBY IRREVOCABLY WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

SECTION 7.9. Waiver of Jury Trial. THE LENDER PARTIES AND EACH GRANTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF THE LENDER PARTIES OR ANY GRANTOR. EACH GRANTOR ACKNOWLEDGES AND AGREES THAT IT HAS RECEIVED FULL AND SUFFICIENT CONSIDERATION FOR THIS PROVISION (AND EACH OTHER PROVISION OF EACH OTHER LOAN DOCUMENT TO WHICH IT IS A PARTY) AND THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LENDERS ENTERING INTO THE CREDIT AGREEMENT AND EACH SUCH OTHER LOAN DOCUMENT. IN NO EVENT SHALL ANY LENDER PARTY BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES WHICH MAY BE ALLEGED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY.

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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

THE TIFFEN COMPANY, L.L.C.

By: _____
Name: STEVEN TIFFEN
Title: PRESIDENT

Acknowledged and Accepted:

EUROPEAN AMERICAN BANK, as Agent

By: _____
Name:
Title:

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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

THE TIFFEN COMPANY, L.L.C.

By:_____
Name:
Title:

Acknowledged and Accepted:

EUROPEAN AMERICAN BANK, as Agent

By:_____
Name:
Title: James D. Riley, Jr.
Vice President

TRADEMARK
REEL: 002018 FRAME: 0553

Exhibit A
to
Amended and Restated
Security Agreement

AGREEMENT
(Patent)

THIS AGREEMENT (PATENT) (this "Agreement"), dated as of _____, between **[NAME OF GRANTOR]** (the "Grantor") and **EUROPEAN AMERICAN BANK**, as agent (together with any successor(s) thereto in such capacity, the "Agent") for each of the Lender Parties (such capitalized term and all other capitalized terms not otherwise defined herein shall have the meanings provided for in Section 1);

W I T N E S E T H :

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of December 13, 1999 (together with all additional amendments, supplements, restatements, and other modifications, if any, from time to time thereafter made thereto, the "Credit Agreement"), among The Tiffen Company, L.L.C., a New York limited liability company (the "Borrower"), the various lending institutions (individually a "Lender" and collectively the "Lenders") as are, or may from time to time become, parties thereto and the Agent, the Lenders have made Credit Extensions to the Borrower;

[WHEREAS, the Grantor is a Subsidiary of the Borrower];

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other Persons have executed and delivered an Amended and Restated Security Agreement, dated as of the date hereof (together with all additional amendments, supplements, restatements and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, as a condition precedent to the effectiveness of the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Credit Extensions (including the initial Credit Extension) to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Lender Party, as follows:

TRADEMARK
REEL: 002018 FRAME: 0554

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby mortgage, pledge and assign to the Agent, and grant to the Agent a security interest in, for its benefit and the benefit of each other Lender Party, all of the following property (the "Patent Collateral"), whether now owned or hereafter acquired or existing:

(a) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in Item A of Attachment 1 hereto;

(b) all patent licenses, including each patent license referred to in Item B of Attachment 1 hereto;

(c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in the foregoing clauses (a) and (b); and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in Item A of Attachment 1 hereto, and for breach or enforcement of any patent license, including any patent license referred to in Item B of Attachment 1 hereto, and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the benefit of each other Lender Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent and each Lender Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon the indefeasible payment in full in cash of all the Secured Obligations and the termination of the Revolving Loan Commitment, the Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Patent Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

[NAME OF GRANTOR]

By: _____
Name:
Title:

Address:

Attention: _____

Telecopier No.:_____

EUROPEAN AMERICAN BANK,
as Agent

By: _____
Name:
Title:

Address: 1 EAB Plaza
Uniondale, New York 11555-2870

Attention: James D. Riley, Jr.

Telecopier No.:_____

TRADEMARK
REEL: 002018 FRAME: 0557

ATTACHMENT 1
to
Agreement
(Patent)

Item A. Patents

Issued Patents

Country	Patent No.	Issue Date	Inventor(s)	Title

Pending Patent Applications

Country	Serial No.	Filing Date	Inventor(s)	Title

Patent Applications in Preparation

Country	Docket No.	Expected Filing Date	Inventor(s)	Title

Item B. Patent Licenses

Country or Territory	Licensor	Licensee	Effective Date	Expiration Date	Subject Matter

TRADEMARK
REEL: 002018 FRAME: 0558

Exhibit B
to
Amended and Restated
Security Agreement

AGREEMENT
(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of _____, between **[NAME OF GRANTOR]** (the "Grantor") and **EUROPEAN AMERICAN BANK**, as agent (together with any successor(s) thereto in such capacity, the "Agent") for each of the Lender Parties (such capitalized term and all other capitalized terms not otherwise defined herein shall have the meanings provided for in Section 1);

W I T N E S S E T H :

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of December 13, 1999 (together with all additional amendments, supplements, restatements, and other modifications, if any, from time to time thereafter made thereto, the "Credit Agreement"), among The Tiffen Company, L.L.C., a New York limited liability company (the "Borrower"), the various lending institutions (individually a "Lender" and collectively the "Lenders") as are, or may from time to time become, parties thereto and the Agent, the Lenders have made Credit Extensions to the Borrower;

[**WHEREAS**, the Grantor is a Subsidiary of the Borrower];

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other Persons have executed and delivered an Amended and Restated Security Agreement, dated as of the date hereof (together with all additional amendments, supplements, restatements and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, as a condition precedent to the effectiveness of the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Credit Extensions (including the initial Credit Extension) to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Lender Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

TRADEMARK
REEL: 002018 FRAME: 0559

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby mortgage, pledge and assign to the Agent, and grant to the Agent a security interest in, for its benefit and the benefit of each other Lender Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b) above;

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b) above; and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the benefit of each other Lender Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent and each Lender Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon the indefeasible payment in full in cash of all the Secured Obligations and the termination of the Revolving Loan Commitment, the Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. **Acknowledgment**. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. **Loan Document, etc**. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. **Counterparts**. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

[NAME OF GRANTOR]

By:_____
Name:
Title:

Address:

Attention:_____

Telecopier No.: _____

EUROPEAN AMERICAN BANK,
as Agent

By: _____
Name:
Title:

Address: 1 EAB Plaza
Uniondale, New York 11555-2870

Attention: James D. Riley, Jr.

Telecopier No.: _____

ATTACHMENT 1
to
Agreement
(Trademark)

Item A. Trademarks

Registered Trademarks

*Country	Trademark	Registration No.	Registration Date

* List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.

874140v2

Pending Trademark Applications

*Country	Trademark	Serial No.	Filing Date

Trademark Applications in Preparation

*Country	Trademark	Docket No.	Expected Filing Date	Products/ Services

Item B. Trademark Licenses

*Country or Territory	Trademark	Licensor	Licensee	Effective Date	Expiration Date

Exhibit C
to
Amended and Restated
Security Agreement

AGREEMENT
(Copyright)

THIS AGREEMENT (COPYRIGHT) (this "Agreement"), dated as of _____, between [**NAME OF GRANTOR**] (the "Grantor") and **EUROPEAN AMERICAN BANK**, as agent (together with any successor(s) thereto in such capacity, the "Agent") for each of the Lender Parties (such capitalized term and all other capitalized terms not otherwise defined herein shall have the meanings provided for in Section 1);

W I T N E S S E T H :

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of December 13, 1999 (together with all additional amendments, supplements, restatements, and other modifications, if any, from time to time thereafter made thereto, the "Credit Agreement"), among The Tiffen Company, L.L.C., a New York limited liability company (the "Borrower"), the various lending institutions (individually a "Lender" and collectively the "Lenders" as are, or may from time to time become, parties thereto and the Agent, the Lenders have made Credit Extensions to the Borrower;

[**WHEREAS**, the Grantor is a Subsidiary of the Borrower];

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other Persons have executed and delivered an Amended and Restated Security Agreement, dated as of the date hereof (together with all additional amendments, supplements, restatements and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, as a condition precedent to the effectiveness of the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Copyright Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Credit Extensions (including the initial Credit Extension) to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Lender Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

TRADEMARK
REEL: 002018 FRAME: 0564

SECTION 2. **Grant of Security Interest**. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby mortgage, pledge and assign to the Agent, and grant to the Agent a security interest in, for its benefit and the benefit of each other Lender Party, all of the following property (the "Copyright Collateral"), whether now owned or hereafter acquired or existing, being all copyrights of the Grantor, whether statutory or common law, registered or unregistered, now or hereafter in force throughout the world including, without limitation, all of the Grantor's right, title and interest in and to all copyrights registered in the United States Copyright Office or anywhere else in the world and also including, without limitation, the copyrights referred to in Item A of Attachment 1 attached hereto, and all applications for registration thereof, whether pending or in preparation, all copyright licenses, including each copyright license referred to in Item B of Attachment 1 attached hereto, the right to sue for past, present and future infringements of any thereof, all rights corresponding thereto throughout the world, all extensions and renewals of any thereof and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

SECTION 3. **Security Agreement**. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Copyright Collateral with the United States Copyright Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the benefit of each Lender Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent and each other Lender Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. **Release of Security Interest**. Upon the indefeasible payment in full in cash of all the Secured Obligations and the termination of the Revolving Loan Commitment, the Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Copyright Collateral which has been granted hereunder.

SECTION 5. **Acknowledgment.** The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Copyright Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. **Loan Document, etc**. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. **Counterparts**. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

TRADEMARK
REEL: 002018 FRAME: 0565

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

[NAME OF GRANTOR]

By: _____
Name:
Title:

Address:

Attention: _____

Telecopier No.: _____

EUROPEAN AMERICAN BANK,
as Agent

By: _____
Name:
Title:

Address: 1 EAB Plaza
Uniondale, New York 11555-2870

Attention: James D. Riley, Jr.

Telecopier No.: _____

TRADEMARK
REEL: 002018 FRAME: 0566

ATTACHMENT 1
to
Agreement
(Copyright)

Item A. Copyrights

Registered Copyrights

*Country	Registration No.	Registration Date	Author(s)	Title

Copyrights Pending Registration Applications

*Country	Serial No.	Filing Date	Author(s)	Title

Copyright Registration Applications in Preparation

*Country	Docket No.	Expected Filing Date	Author(s)	Title

Item B. Copyright Licenses

*Country or Territory	Licensor	Licensee	Effective Date	Expiration Date	Subject Matter

* List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.

TRADEMARK
REEL: 002018 FRAME: 0567

EXHIBIT D
to
Amended and Restated
Security Agreement

FORM OF CONSENT AND AGREEMENT

The undersigned hereby acknowledges notice of, and consents to the granting of a security interest in favor of, European American Bank, as agent (together with any successor(s) thereto in such capacity, the "Agent") for certain financial institutions, pursuant to the Amended and Restated Security Agreement, dated as of December 13, 1999 (as further amended, supplemented or otherwise modified, the "Security Agreement"), by The Tiffen Company, L.L.C., a New York limited liability company (the "Borrower"), and certain other persons (the Borrower and such other persons are collectively referred to as the "Grantors" and individually as a "Grantor"), and hereby agrees with the Agent that, upon the receipt of a written notice from the Agent that it is exercising its rights under the _____ Agreement, dated _____, 19__ (the "Assigned Agreement"):

(a) The undersigned will make all payments to be made by it under or in connection with the Assigned Agreement directly to Agent or as otherwise specified by the Agent. All such payments shall be made by the undersigned irrespective of, and without deduction for, any counterclaim, defense, recoupment or set-off and shall be final, and the undersigned will not seek to recover from the Agent or any person it is acting on behalf of for any reason any such payment once made.

(b) The Agent shall be entitled to exercise any and all rights and remedies of the Grantor under the Assigned Agreement in accordance with the terms of the Security Agreement, and the undersigned shall comply in all respects with such exercise.

(c) The undersigned will not, without the prior written consent of the Agent, cancel or terminate the Assigned Agreement or consent to or accept any cancellation or termination thereof (whether as a result of a bankruptcy or insolvency proceeding in respect of the Grantor, or otherwise), provided that the Grantor (or the Agent or its representatives on behalf of the Grantor) continues to perform its obligations under the Assigned Agreement.

This Consent and Agreement shall be binding upon the undersigned and its successors and assigns, and shall inure to the benefit of the Agent and its successors, transferees and assigns. This Consent and Agreement shall be governed by and construed in accordance with the laws of the State of New York.

TRADEMARK
REEL: 002018 FRAME: 0568

IN WITNESS WHEREOF, the undersigned has duly executed this Consent and Agreement as of the date set opposite its name below.

Dated: _____, 19__

[NAME OF OBLIGOR]

By:_____
Title:

TRADEMARK
REEL: 002018 FRAME: 0569

EXHIBIT E
to
Amended and Restated
Security Agreement

FORM OF SECURITY AGREEMENT SUPPLEMENT

_____, ___

European American Bank,
as Agent
1 EAB Plaza
Uniondale, New York 11555-2870

Attention: James D. Riley, Jr.

Re: The Tiffen Company, L.L.C.

Ladies and Gentlemen:

Reference is made to the Amended and Restated Security Agreement, dated as of December 13, 1999 (as further amended, supplemented or otherwise modified, the "Security Agreement"; the terms defined therein being used herein as therein defined), by The Tiffen Company, L.L.C., a New York limited liability company (the "Borrower"), and each of the other Persons listed on the signature pages thereto (such other Persons, together with the Additional Collateral Grantors, and the Borrower, collectively referred to as the "Grantors" and individually as a "Grantor"), in favor of European American Bank, as agent (together with any successor(s) thereto in such capacity, the "Agent") for each of the Lender Parties.

The undersigned hereby agrees, as of the date first above written, to become a Grantor under the Security Agreement as if it were an original party thereto and agrees that each reference in the Security Agreement to a "Grantor" shall also mean and be a reference to the undersigned.

The undersigned hereby assigns and pledges to the Agent for its benefit and the ratable benefit of the Lender Parties, and hereby grants to the Agent for its benefit and the ratable benefit of the Lender Parties, as collateral for the Secured Obligations, a pledge and assignment of, and a security interest in, all of the right, title and interest of the undersigned in and to its Collateral, whether now owned or hereafter acquired, subject to all of the terms and provisions of the Security Agreement, as if such Collateral of the undersigned had been subject to the Security Agreement on the date of its original execution.

The undersigned has attached hereto supplements to Schedules I through VI to the Security Agreement, and the undersigned hereby certifies that such supplements have been prepared by the undersigned in substantially the form of the Schedules to the Security Agreement and are accurate and complete as of the date first above written.

TRADEMARK
REEL: 002018 FRAME: 0570

The undersigned hereby makes each representation and warranty set forth in Article III of the Security Agreement as to itself and as to its Collateral to the same extent as each other Grantor and hereby agrees to be bound as a Grantor by all of the terms and provisions of the Security Agreement to the same extent as all other Grantors.

This letter shall be governed by and construed in accordance with the laws of the State of New York.

Very truly yours,

[NAME OF ADDITIONAL GRANTOR]

By:_____
Name:
Title:
Address:

Acknowledged and Accepted:

EUROPEAN AMERICAN BANK, as Agent

By:_____
Name:
Title:

TRADEMARK
REEL: 002018 FRAME: 0571

Item A. Location of Equipment

Upon consummation of all closing date transactions

Grantor – The Tiffen Company, L.L.C.

Mailing Address	County	State
80 Oser Avenue, Hauppauge, Suffolk, NY 11788		
90 Oser Avenue, Hauppauge, Suffolk, NY 11788		
3500 West Olive Avenue, Burbank, Los Angeles, CA 91505		
21 Jet View Drive, Rochester, Monroe, NY 14624		
31 Jet View Drive, Rochester, Monroe, NY 14624		

Grantor - Tiffen Newco LLC

Mailing Address	County	State
722 Goddard Avenue, Chesterfield, Missouri 63005		

Item B. Location of Inventory

Upon consummation of all closing date transactions

Grantor – The Tiffen Company, L.L.C.

Mailing Address	County	State
80 Oser Avenue, Hauppauge, Suffolk, NY 11788		
90 Oser Avenue, Hauppauge, Suffolk, NY 11788		
3500 West Olive Avenue, Burbank, Los Angeles, CA 91505		
21 Jet View Drive, Rochester, Monroe, NY 14624		
31 Jet View Drive, Rochester, Monroe, NY 14624		
Anchor Industries – 1100 Burch Drive, Evansville, IN 47733		
SnapSack – 6412 Deere Road, Syracuse, NY 13206		
Auburn Leathercrafters – 42 Washington St., Auburn, NY 13021		
Kosel Gmbh & Co. – Wartenscestrasse 11, 87435 Kempton, Germany		
Die Keure – Oude Gentweg 108,8800 Brugge, Belgium		
In-Transit		
On Consignment – Sterling Publishing Co. – 387 Park Avenue South, NY, NY 10016		

Grantor - Tiffen Newco LLC

Mailing Address	County	State
722 Goddard Avenue, Chesterfield, Missouri 63005		

Item C. Principal Place of Business/Chief Executive Office

Upon consummation of all closing date transactions

Grantor – The Tiffen Company, L.L.C.

Mailing Address	County	State
80 Oser Avenue, Hauppauge, Suffolk, NY 11788		

Grantor - Tiffen Newco LLC

Mailing Address	County	State
722 Goddard Avenue, Chesterfield, Missouri 63005		

Item D. Trade Names

Grantor	Trade Name
The Tiffen Company, L.L.C.	DC PRO

Item A. Patents

The Tiffen Company, L.L.C. Issued Patents

Grantor	Country	Patent No.	Issue Date	Inventor(s)	Title
Borrower	U.S.A.	5,105,312	4/14/92		Lens Mount Accessory System
Borrower	U.S.A.	5,040,011	8/13/91		Self Mounted Camera Access.
Borrower	U.S.A.	D 339,599	9/21/93		Camera Accessory
Borrower	U.S.A.	5,101,974	4/7/92		Self-Latching Camera Case
Borrower	U.S.A.	5,230,490	7/27/93		Quick release camera mounting mechanism
Borrower	U.S.A.	5,400,102	3/21/95		Camera Case

The Tiffen Company, L.L.C. Pending Patent Applications

Grantor	Country	Serial No.	Filing Date	Inventor(s)	Title
Borrower	U.S.A.	08/986,019	12/5/97 (abandoned 8/99)		

Patent Applications in Preparation

Grantor	Country	Expected Docket No.	Filing Date	Inventor(s)	Title

None

The Tiffen Company, L.L.C. Foreign Patent Applications

Grantor	Country	Serial No.	Filing Date
Borrower	Canada	2053560	10/16/91
Borrower	Japan	299,706	10/17/91

Item B. Patent Licenses

None

TRADEMARK
REEL: 002018 FRAME: 0574

Item A. The Tiffen Company, L.L.C. and Tiffen Newco LLC Trademarks

U.S. Registered Trademarks

See Attached Schedule A

Pending Trademark Applications

See Attached Schedule B

Trademark Applications in Preparation

None

Foreign Registered Trademarks

See Attached Schedule C

Item B Trademark Licenses

None

TRADEMARK
REEL: 002018 FRAME: 0575

The Tiffen Company, L.L.C. U.S. Registered Trademarks

COUNTRY	TRADEMARK	REG. NO.	REG. DATE	EXPIRATION DATE
UNITED STATES	HI-TRANS	622,210	2/28/56	2/28/2006
	DM DECAMIRED	711,208	2/14/61	2/14/2001
	TIFFEN	824,851	2/28/67	2/28/2007
	FL-B	993,387	9/24/74	9/24/2004
	FL-D	993,388	9/24/74	9/24/2004
	COLOR-GRAD	1,109,222	12/19/78	12/19/2008
	SR	1,119,938	6/12/79	6/12/2009
	PHOTAR	1,148,742	3/24/81	3/24/2004
	SOFTNET	1,226,554	2/08/83	2/08/2003
	PRO-TECTIVE	1,266,642	2/07/84	2/07/2004
	VIDEO EFFECT	1,273,170	4/03/84	4/03/2004
	TIFFEN & Design	1,299,349	10/09/84	10/09/2004
	812	1,303,496	11/06/84	11/06/2004
	MEMORIZER	1,307,570	11/27/84	11/27/2004
	PRO-CORDER & Design	1,308,687	12/11/84	12/11/2004
	REZINAR	1,328,093	4/02/85	4/02/2005
	PRO-DISSOLVE	1,336,465	5/21/85	5/21/2005
	TIFFEN MCS	1,344,141	6/25/85	6/25/2005
	TIFFEN Logo	1,344,142	6/25/85	6/25/2005
	E-Z SEE	1,387,869	3/25/86	3/25/2006
	LL-D	1,546,232	7/04/89	7/04/2009
	TMC	1,851,907	8/30/94	8/30/2004
	SOFT-F/X	1,879,574	2/21/95	2/21/2005
	FILTERFLEX	1,903,383	7/4/95	7/4/2005
	PRO-MIST	1,945,809	1/2/96	1/2/2006
	HOLLYWOOD/FX	1,960,864	3/5/96	3/5/2006
	TIFFEN	2,137,809	2/17/98	2/17/2008
	FL-D	2,141,404	3/3/98	3/3/2008
	FL-B	2,141,405	3/3/98	
	CRYSTAL IMAGE	2,143,196	3/10/98	
	812	2,143,266	3/10/98	
	dc✧pro	2,122,729	12/23/97	12/23/2002
	SILVER PIXEL PRESS	1,919,623	9/19/95	
	SILVER PIXEL PRESS	1,920,397	9/19/95	
	OUTPACK	1,973,118	5/7/96	
	SAUNDERS	1,097,269	7/25/78	
	DIFFUSALITE	1,194,254	4/27/82	
	STROBOFRAME	1,231,699	3/22/83	
	PHOTOGS	1,604,775	7/3/90	
	ZING DESIGNS	1,947,850	1/16/96	
	ROTATRIM	1,168,978	9/15/81	
	DOMKE	2,288,700	10/26/99	

Tiffen Newco LLC U.S. Registered Trademarks

COUNTRY	TRADEMARK	REG. NO.	REG. DATE	EXPIRATION DATE
United States	ARIES	1,359,032		09/10/2005
	ARIES	1,831,943		04/19/2000
	CONTOUR	2,198,103		10/20/2008
	FUN (Stylized)	2,149,664		04/07/2008
	KALIMAR	617,200		12/08/2005
	KALIMAR	1,608,092		07/31/2000
	KALIMAR & Design	1,846,538		07/26/2000
	LOOKERS	1,818,818		01/02/2000
	1 FUN	1,870,410		12/27/2000
	1 FUN (Stylized)	1,873,193		01/01/2001
	SPIRIT	1,512,531		11/15/2008
	SPIRIT FUN	2,072,386		06/10/2007
	SPIRIT 1 FUN (Stylized)	1,873,195		01/10/2001
	SUPERVIEW	2,201,813		11/03/2008

The Tiffen Company, L.L.C. Pending Trademark Applications

COUNTRY	TRADEMARK	SERIAL NUMBER	DATE
UNITED STATES	PRO-MIST	75/081,930	4/1/96
	HOLLYWOOD/FX	75/081,932	4/1/96
	SOFTNET	75/082,133	4/1/96
	SOFT/FX	75/082,138	4/1/96
	DC USER	75/462,477	3/30/98
	ULTRA POL	75/474,204	4/24/98
	DIFFUSION/FX	75/516,534	7/10/98

Tiffen Newco LLC Pending Trademark Applications

COUNTRY	TRADEMARK	SERIAL NUMBER	DATE
COLOMBIA	KALIMAR	99.050.44	08/09/99
VENEZUELA	KALIMAR	22.806-91	Awaiting status report.

The Tiffen Company, L.L.C. Foreign Registered Trademarks

COUNTRY	TRADEMARK	REG. NO.	REG. DATE	EXPIRATION DATE
CANADA	TIFFEN	179N.S.45746	11/05/53	3/04/2013
	TIFFEN	139,646	3/26/65	3/26/2009
	SHOW CORDER & Design	191,241	5/25/73	5/25/2003
	TIFFEN (Block Letters)	206,215	4/04/75	4/04/2005
MAINLAND CHINA	TIFFEN Logo	267,816	10/30/86	10/30/2006
FRANCE	TIFFEN in script	1,365,113	7/25/86	7/25/2006
GERMANY	TIFFEN Logo	1,060,664	3/07/84	3/07/2002
GREAT BRITAIN	TIFFEN	1,130,165	3/12/80	3/12/2001
	PRO-CORDER	1,198,563	6/28/83	6/28/2004
	REZINAR	B1,200,656	7/28/83	7/28/2004
	TIFFEN Logo	B1,231,797	12/10/84	12/10/2005
ITALY	TIFFEN	750,250	5/19/98	6/3/2006
	PRO-CORDER	420.712	5/08/86	7/08/2003
JAPAN	TIFFEN	461,083	2/25/55	2/25/2005
	TIFFEN	1,251,617	2/17/77	2/17/2007
	TIFFEN Logo	2,041,259	4/26/88	4/26/2008
	SHOW/CORDER	2,267,842	9/21/90	9/21/2000
	TIFFEN Logo	2,391,496	3/31/92	3/31/2002
TAIWAN	TIFFEN	116,012	7/01/79	5/31/2009

Tiffen Newco LLC Foreign Registered Trademarks

COUNTRY	TRADEMARK	REG. NO.	EXPIRATION DATE
ARGENTINA	KALIMAR	1,454,231	09/30/2004
	KALIMAR	1,538,108	07/30/2003
AUSTRALIA	KALIMAR	A152.296	01/14/2008
AUSTRIA	KALIMAR	155,424	11/21/2004
BRAZIL	KALIMAR	816,609,608	10/13/2003
CANADA	KALIMAR	TMA108,197	10/04/2002
CHILE	KALIMAR	356,298	06/11/2000
	EL SECRETO KALIMAR	365,128	02/20/2001
	LA IMAGEN KALIMAR	365,129	02/20/2001
CHINA	KALIMAR	816,690	02/20/2006
DENMARK	KALIMAR	04576/1994	07/08/2004
DOMINICAN REP.	KALIMAR	73,190	07/15/2014
FRANCE	KALIMAR	1,322,282	09/04/2005
GERMANY	KALIMAR	687,863	10/06/2004
GR. BRITAIN	KALIMAR	782,748	10/14/2007
GUATEMALA	KALIMAR	95,516	04/20/2009
HONG KONG	KALIMAR	233/1959	11/26/2007
ITALY	KALIMAR	687,658	04/13/2004
JAPAN	KALIMAR	528,993	10/24/2008
MALAYSIA	KALIMAR	88/02681	06/07/2009
MEXICO	KALIMAR	364,019	08/24/2003
NETHERLANDS	KALIMAR	3,716	12/13/2018
NEW ZEALAND	KALIMAR	235,734	04/06/2001
NORWAY	KALIMAR	168,697	06/29/2005
PANAMA	KALIMAR	70,647	10/04/2005
PERU	KALIMAR	52,484	02/12/2009
PHILIPPINES	KALIMAR	48,150	05/04/2000
PORTUGAL	KALIMAR	278,635	06/03/2001
RUSSIA	KALIMAR	130,585	12/12/2003
SINGAPORE	KALIMAR	B42,187	08/01/2002
SOUTH AFRICA	KALIMAR	59/3866	11/18/2003
SPAIN	KALIMAR	1,665,481	11/05/2001
SWITZERLAND	KALIMAR	297,534	10/30/2008
TAIWAN	KALIMAR	33,125	11/30/2008
THAILAND	KALIMAR	124,598	04/04/2008
VENEZUELA	KALIMAR	60.803-F	10/21/2000

December 13, 1999

European American Bank,
as Agent
1 EAB Plaza
Uniondale, New York 11555-2870

Attention: James D. Riley, Jr.

Re: The Tiffen Company, L.L.C.

Ladies and Gentlemen:

Reference is made to the Amended and Restated Security Agreement, dated as of December 13, 1999 (as further amended, supplemented or otherwise modified, the "Security Agreement"; the terms defined therein being used herein as therein defined), by The Tiffen Company, L.L.C., a New York limited liability company (the "Borrower"), and each of the other Persons listed on the signature pages thereto (such other Persons, together with the Additional Collateral Grantors, and the Borrower, collectively referred to as the "Grantors" and individually as a "Grantor"), in favor of European American Bank, as agent (together with any successor(s) thereto in such capacity, the "Agent") for each of the Lender Parties.

The undersigned hereby agrees, as of the date first above written, to become a Grantor under the Security Agreement as if it were an original party thereto and agrees that each reference in the Security Agreement to a "Grantor" shall also mean and be a reference to the undersigned.

The undersigned hereby assigns and pledges to the Agent for its benefit and the ratable benefit of the Lender Parties, and hereby grants to the Agent for its benefit and the ratable benefit of the Lender Parties, as collateral for the Secured Obligations, a pledge and assignment of, and a security interest in, all of the right, title and interest of the undersigned in and to its Collateral, whether now owned or hereafter acquired, subject to all of the terms and provisions of the Security Agreement, as if such Collateral of the undersigned had been subject to the Security Agreement on the date of its original execution.

The undersigned has attached hereto supplements to Schedules I through VI to the Security Agreement, and the undersigned hereby certifies that such supplements have been prepared by the undersigned in substantially the form of the Schedules to the Security Agreement and are accurate and complete as of the date first above written.

The undersigned hereby makes each representation and warranty set forth in Article III of the Security Agreement as to itself and as to its Collateral to the same extent as each other Grantor and hereby agrees to be bound as a Grantor by all of the terms and provisions of the Security Agreement to the same extent as all other Grantors.

TRADEMARK
REEL: 002018 FRAME: 0581

This letter shall be governed by and construed in accordance with the laws of the State of New York.

Very truly yours,

TIFFEN NEWCO LLC

By: _____
Name: ARTHUR F. DIGIAM
Title: EVP CFO
Address:

Acknowledged and Accepted:

EUROPEAN AMERICAN BANK, as Agent

By: _____
Name:
Title:

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