

12-19-2000

FORM PTO 1594

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **Weigh-Tronix, Inc.**

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State (DE)
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: June 13, 2000

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

Name: Fleet National Bank, as Administrative Agent

Internal Address: _____

Street Address: 111 West Minster StreetCity: Providence State: RI ZIP: 02903

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____

☒ Other National Commercial BankIf assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

A. Trademark Application No.(s) **See Continuation of Item 4**B. Trademark Registration No.(s) **See Continuation of Item 4**Additional numbers attached? ☒ Yes ☐ No

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

Name: Kristopher E. Ahrend, Esq.Internal Address: Simpson Thacher & BartlettStreet Address: 425 Lexington AvenueCity: New York State: New York ZIP: 100176. Total number of applications and registrations involved: 217. Total fee (37 CFR 3.41): \$ 540.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

(Attached duplicate copy of this page if paying by deposit account)

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I, the undersigned, do hereby certify that the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kristopher E. Ahrend, Esq.
Name of Person SigningK E Ahrend
Signature9/12/00
DateTotal number of pages comprising cover sheet: 99Mail documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Box Assignments
Washington, D.C. 20231TRADEMARK
REEL: 002163 FRAME: 0840

CONTINUATION OF ITEM NUMBER 4

TITLE	REG. NO. / APP. NO.
BRIDGEMONT	2,203,258
CAPTAIN HOOK	2,080,081
DILLON	663,439
DILLON AND DESIGN	685,908
DILLON AND DESIGN	683,243
DURABRIDGE	2,139,496
DYNASWITCH	701,318
NCI AND DESIGN	1,104,258
QDT AND DESIGN	1,988,835
QUANTROL	75/815,741
QUARTZELL	1,898,029
SALTZER	1,300,189
SIMPOSER	1,939,481
SIMULCAST	2,207,618
STEELBRIDGE	1,174,940
U-MAIL	2,062,908
WEIGH BAR	1,490,013
WEIGH-TRONIX	1,094,298
WINSCALE	1,954,983

TITLE	REG. NO. / APP. NO.
WINSCALE	75/376,583
XL	942,345

GUARANTEE AND COLLATERAL AGREEMENT

made by

WEIGH-TRONIX, LLC

and certain of its Subsidiaries

in favor of

**FLEET NATIONAL BANK
as Administrative Agent**

Dated as of June 13, 2000

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GUARANTEE AND COLLATERAL AGREEMENT, dated as of June 13, 2000, made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the "Grantors"), in favor of FLEET NATIONAL BANK, as Administrative Agent and Security Agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions (the "Lenders") from time to time parties to the Amended and Restated Credit Agreement, dated as of June 13, 2000 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among WEIGH-TRONIX, LLC, a Delaware limited liability company ("Holdings"), SWT FINANCE B.V., a limited liability company organized under the laws of the Netherlands (the "Borrower"), WEIGH-TRONIX CANADA, ULC a Canadian unlimited liability company (the "Canadian Borrower" and collectively with the Borrower, the "Borrowers"), the several banks and other financial institutions or entities from time to time parties to the Credit Agreement (the "Lenders"), LEHMAN BROTHERS INC., as sole advisor, LEHMAN BROTHERS INC. and FLEETBOSTON ROBERTSON STEPHENS INC. as co-arrangers and co-book managers (in such capacity, the "Arrangers"), LEHMAN COMMERCIAL PAPER INC., as syndication agent (in such capacity, the "Syndication Agent"), and FLEET NATIONAL BANK, as administrative agent and security agent (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrowers are members of an affiliated group of companies that includes the Grantors;

WHEREAS, the proceeds of the extensions of credit under the Credit Agreement will be used in part to enable the Borrowers to make valuable transfers to one or more of the Grantors in connection with the operation of their respective businesses;

WHEREAS, the Borrowers and the Grantors are engaged in related businesses, and each Grantor will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement; and

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to each of the Borrowers under the Credit Agreement that the Grantors shall have executed and delivered this Agreement to the Administrative Agent for the ratable benefit of the Lenders;

WHEREAS, in connection with the amendment and restatement of the Existing Credit Agreement, the parties thereto have agreed to amend and restate (a) the U.S. Security Agreement, (b) the Guaranty contained in §6.3 of the Existing Credit Agreement, (c) the Stock Pledge Agreement referred to in paragraph (a) of the definition thereof contained in the Existing Credit Agreement, (d) the Patent Assignment and (e) the Trademark Assignment (as each of such terms are defined in the Existing Credit Agreement) (such documents, the "Amended and Restated US Security Documents");

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to each of the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent, for the ratable benefit of the Lenders, to amend and restate the Amended and Restated US Security Documents as follows:

SECTION I. DEFINED TERMS

1.1 **Definitions.** (a) Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement, and the following terms which are defined in the Uniform Commercial Code in effect in the State of New York on the date hereof are used herein as so defined: Accounts, Chattel Paper, Documents, Equipment, Farm Products, Goods, Instruments, Inventory and Investment Property.

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

"Agreement": this Guarantee and Collateral Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

"Borrower Credit Agreement Obligations": with respect to each Borrower, the collective reference to the unpaid principal of and interest on the Loans and Reimbursement Obligations and all other obligations and liabilities of such Borrower (including, without limitation, interest accruing at the then applicable rate provided in the Credit Agreement after the maturity of the Loans and Reimbursement Obligations and interest accruing at the then applicable rate provided in the Credit Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to such Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) to the Administrative Agent or any Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Credit Agreement, or the other Loan Documents or, any Letter of Credit, or any other document made, delivered or given in connection therewith, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Administrative Agent or to the Lenders that are required to be paid by such Borrower pursuant to the terms of any of the foregoing agreements).

"Borrower Hedge Agreement Obligations": with respect to each Borrower, the collective reference to all obligations and liabilities of such Borrower (including, without limitation, interest accruing at the then applicable rate provided in any Specified Hedge Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to such Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) to any Lender or any affiliate of any Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, any Specified Hedge

Agreement or any other document made, delivered or given in connection therewith, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the relevant Lender or affiliate thereof that are required to be paid by such Borrower pursuant to the terms of any Specified Hedge Agreement).

"Borrower Obligations": the collective reference to (i) the Borrower Credit Agreement Obligations and (ii) the Borrower Hedge Agreement Obligations, but only to the extent that, and only so long as, the Borrower Credit Agreement Obligations are secured and guaranteed pursuant hereto.

"Collateral": as defined in Section 3.

"Collateral Account": any collateral account established by the Administrative Agent as provided in Section 6.1 or 6.4.

"Copyrights": (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed in Schedule 6), all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, and (ii) the right to obtain all renewals thereof.

"Copyright Licenses": any written agreement naming any Grantor as licensor or licensee (including, without limitation, those listed in Schedule 6), granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright.

"Deposit Account": as defined in the Uniform Commercial Code of any applicable jurisdiction and, in any event, including, without limitation, any demand, time, savings, passbook or like account maintained with a depository institution.

"General Intangibles": all "general intangibles" as such term is defined in Section 9-106 of the Uniform Commercial Code in effect in the State of New York on the date hereof and, in any event, including, without limitation, with respect to any Grantor, all contracts, agreements, instruments and indentures in any form, and portions thereof, to which such Grantor is a party or under which such Grantor has any right, title or interest or to which such Grantor or any property of such Grantor is subject, as the same may from time to time be amended, supplemented or otherwise modified, including, without limitation, (i) all rights of such Grantor to receive moneys due and to become due to it thereunder or in connection therewith, (ii) all rights of such Grantor to damages arising thereunder and (iii) all rights of such Grantor to perform and to exercise all remedies thereunder, in each case to the extent the grant by such Grantor of a security interest pursuant to this Agreement in its right, title and interest in such contract, agreement, instrument or indenture is not prohibited by such contract, agreement, instrument or indenture without the consent of any other

party thereto, would not give any other party to such contract, agreement, instrument or indenture the right to terminate its obligations thereunder, or is permitted with consent if all necessary consents to such grant of a security interest have been obtained from the other parties thereto (it being understood that the foregoing shall not be deemed to obligate such Grantor to obtain such consents); provided, that the foregoing limitation shall not affect, limit, restrict or impair the grant by such Grantor of a security interest pursuant to this Agreement in any Receivable or any money or other amounts due or to become due under any such contract, agreement, instrument or indenture.

"Guarantor Obligations": with respect to any Guarantor, all obligations and liabilities of such Guarantor which may arise under or in connection with this Agreement (including, without limitation, Section 2) or any other Loan Document to which such Guarantor is a party, in each case whether on account of guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Administrative Agent or to the Lenders that are required to be paid by such Guarantor pursuant to the terms of this Agreement or any other Loan Document).

"Guarantors": the collective reference to each Grantor, in its capacity under this Agreement as a guarantor of the Borrower Obligations.

"Hedge Agreements": all interest rate swaps, caps or collar agreements or similar arrangements entered into by Holdings or its Subsidiaries providing for protection against fluctuations in interest rates or currency exchange rates or the exchange of nominal interest obligations, either generally or under specific contingencies.

"Intellectual Property": the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks and the Trademark Licenses, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

"Intercompany Note": any promissory note evidencing loans made by any Grantor to Holdings or any of its Subsidiaries.

"Investment Property": the collective reference to (i) all "investment property" as such term is defined in Section 9-115 of the New York UCC and (ii) whether or not constituting "investment property" as so defined, all Pledged Notes and all Pledged Stock.

"Issuers": the collective reference to each issuer of a Pledged Security.

"New York UCC": the Uniform Commercial Code as from time to time in effect in the State of New York.

"Obligations": (i) in the case of each Borrower, the Borrower Obligations with respect to such Borrower and (ii) in the case of each Guarantor, its Guarantor Obligations.

"Patents": (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to in Schedule 6, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to in Schedule 6, and (iii) all rights to obtain any reissues or extensions of the foregoing.

"Patent License": all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in Schedule 6.

"Pledged Notes": all promissory notes listed on Schedule 2, all Intercompany Notes at any time issued to any Grantor and all other promissory notes issued to or held by any Grantor (other than promissory notes issued in connection with extensions of trade credit by any Grantor in the ordinary course of business).

"Pledged Securities": the collective reference to the Pledged Notes and the Pledged Stock.

"Pledged Stock": the shares of Capital Stock listed on Schedule 2, together with any other shares, stock certificates, options or rights of any nature whatsoever in respect of the Capital Stock of any domestic Person that may be issued or granted to, or held by, any Grantor while this Agreement is in effect.

"Proceeds": all "proceeds" as such term is defined in Section 9-306(1) of the Uniform Commercial Code in effect in the State of New York on the date hereof and, in any event, shall include, without limitation, all dividends or other income from the Investment Property, collections thereon or distributions or payments with respect thereto.

"Receivable": any right to payment for goods sold or leased or for services rendered, whether or not such right is evidenced by an Instrument or Chattel Paper and whether or not it has been earned by performance (including, without limitation, any Account).

"Securities Act": the Securities Act of 1933, as amended.

"Specified Hedge Agreement": any Hedge Agreement (a) entered into by (i) either Borrower or any Subsidiary and (ii) any Lender or any affiliate thereof, as counterparty, and (b) which has been designated by such Lender and the relevant Borrower, by notice to the Administrative Agent and the Syndication Agent not later than 90 days after the execution and delivery by either of the Borrowers or any

Subsidiary thereof, as a Specified Hedge Agreement. The designation of any Hedge Agreement as a Specified Hedge Agreement shall not create in favor of the Lender or affiliate thereof that is a party thereto any rights in connection with the management or release of any Collateral or any Guarantor Obligations.

"Trademarks": (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule 6, and (ii) the right to obtain all renewals thereof.

"Trademark License": any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 6.

1.2 **Other Definitional Provisions.** The words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section and Schedule references are to this Agreement unless otherwise specified.

(a) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(b) Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, shall refer to such Grantor's Collateral or the relevant part thereof.

SECTION II. GUARANTEE

2.1 **Guarantee.** (a) Each of the Guarantors hereby, jointly and severally, unconditionally and irrevocably, guarantees to the Administrative Agent, for the ratable benefit of the Lenders and their respective successors, indorsees, transferees and assigns, the prompt and complete payment and performance by each of the Borrowers when due (whether at the stated maturity, by acceleration or otherwise) of the Borrower Obligations with respect to such Borrower.

(b) Anything herein or in any other Loan Document to the contrary notwithstanding, the maximum liability of each Guarantor hereunder and under the other Loan Documents shall in no event exceed the amount which can be guaranteed by such Guarantor under applicable federal and state laws relating to the insolvency of debtors (after giving effect to the right of contribution established in Section 2.2).

(c) Each Guarantor agrees that the Borrower Obligations with respect to either Borrower may at any time and from time to time exceed the amount of the liability of such Guarantor hereunder without impairing the guarantee contained in this Section 2 or affecting the rights and remedies of the Administrative Agent or any Lender hereunder.

(d) The guarantee contained in this Section 2 shall remain in full force and effect until all the Borrower Obligations of both of the Borrowers and the obligations of each Guarantor under the guarantee contained in this Section 2 shall have been satisfied by payment in full, no Letter of Credit shall be outstanding and the Commitments shall be terminated, notwithstanding that from time to time during the term of the Credit Agreement either Borrower may be free from its Borrower Obligations.

(e) No payment made by the Borrowers, any of the Guarantors, any other guarantor or any other Person or received or collected by the Administrative Agent or any Lender from the Borrowers, any of the Guarantors, any other guarantor or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Borrower Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of any Guarantor hereunder which shall, notwithstanding any such payment (other than any payment made by such Guarantor in respect of the Borrower Obligations of either Borrower or any payment received or collected from such Guarantor in respect of the Borrower Obligations of either Borrower), remain liable for the Borrower Obligations of both Borrowers up to the maximum liability of such Guarantor hereunder until the Borrower Obligations of both Borrowers are paid in full, no Letter of Credit shall be outstanding and the Commitments are terminated.

2.2 Right of Contribution. Each Guarantor hereby agrees that to the extent that a Guarantor shall have paid more than its proportionate share of any payment made hereunder, such Guarantor shall be entitled to seek and receive contribution from and against any other Guarantor hereunder which has not paid its proportionate share of such payment. Each Guarantor's right of contribution shall be subject to the terms and conditions of Section 2.3. The provisions of this Section 2.2 shall in no respect limit the obligations and liabilities of any Guarantor to the Administrative Agent and the Lenders, and each Guarantor shall remain liable to the Administrative Agent and the Lenders for the full amount guaranteed by such Guarantor hereunder.

2.3 No Subrogation. Notwithstanding any payment made by any Guarantor hereunder or any set-off or application of funds of any Guarantor by the Administrative Agent or any Lender, no Guarantor shall be entitled to be subrogated to any of the rights of the Administrative Agent or any Lender against either of the Borrowers or any other Guarantor or any collateral security or guarantee or right of offset held by the Administrative Agent or any Lender for the payment of the Borrower Obligations of either Borrower, nor shall any Guarantor seek or be entitled to seek any contribution or reimbursement from either of the Borrowers or any other Guarantor in respect of payments made by such Guarantor hereunder, until all amounts owing to the Administrative Agent and the Lenders by the Borrowers on account of the Borrower Obligations of both Borrowers are paid in full, no Letter of Credit shall be outstanding and the Commitments are terminated. If any amount shall be paid to any Guarantor on account of such subrogation rights at any time when all of the Borrower Obligations of both Borrowers shall not have been paid in full, such

amount shall be held by such Guarantor in trust for the Administrative Agent and the Lenders, segregated from other funds of such Guarantor, and shall, forthwith upon receipt by such Guarantor, be turned over to the Administrative Agent in the exact form received by such Guarantor (duly indorsed by such Guarantor to the Administrative Agent, if required), to be applied against the Borrower Obligations of both Borrowers, whether matured or unmatured, in such order as the Administrative Agent may determine.

2.4 Amendments, etc. with respect to the Borrower Obligations.

Each Guarantor shall remain obligated hereunder notwithstanding that, without any reservation of rights against any Guarantor and without notice to or further assent by any Guarantor, any demand for payment of any of the Borrower Obligations of either Borrower made by the Administrative Agent or any Lender may be rescinded by the Administrative Agent or such Lender and any of the Borrower Obligations of either Borrower continued, and the Borrower Obligations of either Borrower, or the liability of any other Person upon or for any part thereof, or any collateral security or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by the Administrative Agent or any Lender, and the Credit Agreement and the other Loan Documents and any other documents executed and delivered in connection therewith may be amended, modified, supplemented or terminated, in whole or in part, as the Administrative Agent (or the Required Lenders or all Lenders, as the case may be) may deem advisable from time to time, and any collateral security, guarantee or right of offset at any time held by the Administrative Agent or any Lender for the payment of the Borrower Obligations of either Borrower may be sold, exchanged, waived, surrendered or released. Neither the Administrative Agent nor any Lender shall have any obligation to protect, secure, perfect or insure any Lien at any time held by it as security for the Borrower Obligations of either Borrower or for the guarantee contained in this Section 2 or any property subject thereto.

2.5 Guarantee Absolute and Unconditional.

Each Guarantor waives any and all notice of the creation, renewal, extension or accrual of any of the Borrower Obligations of either Borrower and notice of or proof of reliance by the Administrative Agent or any Lender upon the guarantee contained in this Section 2 or acceptance of the guarantee contained in this Section 2; the Borrower Obligations of both Borrowers, and any of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon the guarantee contained in this Section 2; and all dealings between the Borrowers and any of the Guarantors, on the one hand, and the Administrative Agent and the Lenders, on the other hand, likewise shall be conclusively presumed to have been had or consummated in reliance upon the guarantee contained in this Section 2. Each Guarantor waives diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon each of the Borrowers or any of the Guarantors with respect to the Borrower Obligations of either Borrower. Each Guarantor understands and agrees that the guarantee contained in this Section 2 shall be construed as a continuing, absolute and unconditional guarantee of payment without regard to (a) the validity or enforceability of the Credit Agreement or any other Loan Document, any of the Borrower Obligations of either Borrower or any other collateral security therefor or guarantee or right of offset with respect thereto at any time or from time to time held by the Administrative Agent or any Lender, (b) any defense, set-off or counterclaim (other than a defense of payment or performance) which may at any time be available to or be asserted by either

Borrower or any other Person against the Administrative Agent or any Lender, or (c) any other circumstance whatsoever (with or without notice to or knowledge of either Borrower or such Guarantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of either Borrower for the Borrower Obligations, or of such Guarantor under the guarantee contained in this Section 2, in bankruptcy or in any other instance. When making any demand hereunder or otherwise pursuing its rights and remedies hereunder against any Guarantor, the Administrative Agent or any Lender may, but shall be under no obligation to, make a similar demand on or otherwise pursue such rights and remedies as it may have against either Borrower, any other Guarantor or any other Person or against any collateral security or guarantee for the Borrower Obligations of either Borrower or any right of offset with respect thereto, and any failure by the Administrative Agent or any Lender to make any such demand, to pursue such other rights or remedies or to collect any payments from either Borrower, any other Guarantor or any other Person or to realize upon any such collateral security or guarantee or to exercise any such right of offset, or any release of the Borrowers, any other Guarantor or any other Person or any such collateral security, guarantee or right of offset, shall not relieve any Guarantor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Administrative Agent or any Lender against any Guarantor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

2.6 **Reinstatement.** The guarantee contained in this Section 2 shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Borrower Obligations of either Borrower is rescinded or must otherwise be restored or returned by the Administrative Agent or any Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of either Borrower or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, either Borrower or any Guarantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

2.7 **Payments.** Each Guarantor hereby guarantees that payments hereunder will be paid to the Administrative Agent without set-off or counterclaim in Dollars or the Optional Currency in which the relevant Loan or Letter of Credit is denominated at the Payment Office specified in the Credit Agreement.

SECTION III. GRANT OF SECURITY INTEREST

Each Grantor hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Lenders (and any affiliates of any Lender to which Hedge Agreement Obligations are owing), a security interest in, all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

- (a) all Accounts;

- (b) all Chattel Paper;
- (c) all Deposit Accounts;
- (d) all Documents;
- (e) all Equipment;
- (f) all General Intangibles;
- (g) all Instruments;
- (h) all Intellectual Property;
- (i) all Inventory;
- (j) all Investment Property;
- (k) all Goods and other property not otherwise described above;
- (l) all books and records pertaining to the Collateral; and
- (m) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

Notwithstanding the foregoing, the Collateral does not include either (i) any rights or property to the extent that, and for so long as, any agreement permitted by Section 7.13(b) of the Credit Agreement applicable to such rights or property prohibits the creation of a security interest therein or (ii) any chattel paper and general intangibles which are now or hereafter held by any of the Grantors as licensee, lessee or otherwise, to the extent that, and for so long as, (A) such chattel paper and general intangibles are not assignable or capable of being encumbered as a matter of law or under the terms of the license, lease or other agreement applicable thereto (but solely to the extent that such restriction shall be enforceable under applicable law), without the consent of the licensor or lessor thereof or other applicable party thereto and (B) such consent has not been obtained (after reasonable endeavors by the relevant Grantor to obtain such consent); provided, however, that the Collateral does include (x) any and all Proceeds of such chattel paper and general intangibles to the extent that the assignment or encumbering of such Proceeds is not so restricted and (y) upon any such licensor, lessor or other applicable party consent with respect to any such otherwise excluded chattel paper or general intangibles being obtained, thereafter such chattel paper or general intangibles as well as any and all Proceeds thereof shall be included as Collateral.

SECTION IV. REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby represents and warrants to the Administrative Agent and each Lender that:

4.1 Representations in Credit Agreement. In the case of each Guarantor, the representations and warranties set forth in Section 4 of the Credit Agreement as they relate to such Guarantor or to the Loan Documents to which such Guarantor is a party, each of which is hereby incorporated herein by reference, are true and correct, and the Administrative Agent and each Lender shall be entitled to rely on each of them as if they were fully set forth herein, provided that each reference in each such representation and warranty to each Borrower's knowledge shall, for the purposes of this Section 4.1, be deemed to be a reference to such Guarantor's knowledge.

4.2 Title: No Other Liens. Except for the security interest granted to the Administrative Agent for the ratable benefit of the Lenders pursuant to this Agreement and the other Liens permitted to exist on the Collateral by the Credit Agreement, such Grantor owns each item of the Collateral free and clear of any and all Liens or claims of others. No financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as have been filed in favor of the Administrative Agent, for the ratable benefit of the Lenders, pursuant to this Agreement or as are permitted by the Credit Agreement.

4.3 Perfected First Priority Liens. The security interests granted pursuant to this Agreement (a) upon completion of the filings and other actions specified on Schedule 3 (which, in the case of all filings and other documents referred to on said Schedule, have been delivered to the Administrative Agent in completed and duly executed form) will constitute valid perfected security interests in all of the Collateral in favor of the Administrative Agent, for the ratable benefit of the Lenders, as collateral security for such Grantor's Obligations, enforceable in accordance with the terms hereof against all creditors of such Grantor and any Persons purporting to purchase any Collateral from such Grantor and are prior to all other Liens on the Collateral in existence on the date hereof except for Liens permitted by Section 7.3 of the Credit Agreement.

4.4 Chief Executive Office. On the date hereof, such Grantor's jurisdiction of organization and the location of such Grantor's chief executive office or sole place of business are specified on Schedule 4.

4.5 Inventory and Equipment. On the date hereof, the Inventory and the Equipment (other than mobile goods) are kept at the locations listed on Schedule 5.

4.6 Farm Products. None of the Collateral constitutes, or is the Proceeds of, Farm Products.

4.7 Pledged Securities. (a) The shares of Pledged Stock pledged by such Grantor hereunder constitute all the issued and outstanding shares of all classes of the Capital Stock of each Issuer owned by such Grantor.

(b) All the shares of the Pledged Stock have been duly and validly issued and are fully paid and nonassessable.

(c) Each of the Pledged Notes constitutes the legal, valid and binding obligation of the obligor with respect thereto, enforceable in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

(d) Such Grantor is the record and beneficial owner of, and has good and marketable title to, the Investment Property pledged by it hereunder, free of any and all Liens or options in favor of, or claims of, any other Person, except the security interest created by this Agreement.

4.8 **Receivables.** (a) No amount payable to such Grantor under or in connection with any Receivable is evidenced by any Instrument or Chattel Paper which has not been delivered to the Administrative Agent, except for an amount with respect to all such Receivables for such Grantor which is not in excess of \$250,000.

(b) None of the obligors on any Receivables is a Governmental Authority with respect to which such Grantor is required to and has not complied with the Assignment of Claims Act, except for an amount with respect to all such Receivables for such Grantor which are not in excess of 2% of all such Grantor's Receivables.

(c) The amounts represented by such Grantor to the Lenders from time to time as owing to such Grantor in respect of the Receivables will at such times be accurate.

4.9 **Intellectual Property.** (a) Schedule 6 lists all registered Intellectual Property and all other material Intellectual Property owned by such Grantor in its own name on the date hereof.

(b) On the date hereof, all material Intellectual Property of such Grantor described on Schedule 6 is valid, subsisting, unexpired and enforceable, has not been abandoned and does not infringe the intellectual property rights of any other Person.

(c) Except as set forth in Schedule 6, on the date hereof, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor.

(d) No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect.

(e) No action or proceeding is pending, or, to the knowledge of such Grantor, threatened, on the date hereof seeking to limit, cancel or question the validity of any material Intellectual Property or such Grantor's ownership interest therein, or which, if

adversely determined, would have a material adverse effect on the value of such Intellectual Property.

SECTION V. COVENANTS

Each Grantor covenants and agrees with the Administrative Agent and the Lenders that, from and after the date of this Agreement until the Obligations shall have been paid in full, no Letter of Credit shall be outstanding and the Commitments shall have terminated:

5.1 Covenants in Credit Agreement. In the case of each Guarantor, such Guarantor shall take, or shall refrain from taking, as the case may be, each action that is necessary to be taken or not taken, as the case may be, so that no Default or Event of Default is caused by the failure to take such action or to refrain from taking such action by such Guarantor or any of its Subsidiaries.

5.2 Delivery of Instruments and Chattel Paper. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument, Certificated Security or Chattel Paper, such Instrument, Certificated Security or Chattel Paper shall be immediately delivered to the Administrative Agent, duly indorsed in a manner satisfactory to the Administrative Agent, to be held as Collateral pursuant to this Agreement, except each Grantor shall not be required to so deliver Instruments and Chattel Paper to the extent the amounts payable with respect thereto do not exceed \$250,000.

5.3 Maintenance of Insurance. (a) Such Grantor will maintain, with financially sound and reputable companies, insurance policies insuring the Inventory and Equipment against loss by fire, explosion, theft and such other casualties as may be reasonably satisfactory to the Administrative Agent and insuring such Grantor, the Administrative Agent and the Lenders against liability for personal injury and property damage relating to such Inventory and Equipment, such policies to be in such form and amounts and having such coverage as may be reasonably satisfactory to the Administrative Agent and the Lenders.

(b) All such insurance shall provide that no cancellation, material reduction in amount or material change in coverage thereof shall be effective until at least 30 days after receipt by the Administrative Agent of written notice thereof, name the Administrative Agent as insured party or loss payee, if reasonably requested by the Administrative Agent, include a breach of warranty clause and be reasonably satisfactory in all other respects to the Administrative Agent.

(c) Each Borrower shall deliver to the Administrative Agent and the Lenders a report of a reputable insurance broker with respect to such insurance substantially concurrently with the delivery by each Borrower to the Administrative Agent of its audited financial statements for each fiscal year and such supplemental reports with respect thereto as the Administrative Agent may from time to time reasonably request.

5.4 Payment of Obligations. Such Grantor will pay and discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all taxes, assessments and governmental charges or levies imposed upon the Collateral or in respect of income or profits therefrom, as well as all claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to the Collateral, except that no such charge need be paid if the amount or validity thereof is currently being contested in good faith by appropriate proceedings, reserves in conformity with GAAP with respect thereto have been provided on the books of such Grantor and such proceedings could not reasonably be expected to result in the sale, forfeiture or loss of any material portion of the Collateral or any interest therein.

5.5 Maintenance of Perfected Security Interest: Further Documentation

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

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

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

5.6 Changes in Locations, Name, etc. Such Grantor will not, except upon 15 days' prior written notice to the Administrative Agent and delivery to the Administrative Agent of (a) all additional executed financing statements and other documents reasonably requested by the Administrative Agent to maintain the validity, perfection and priority of the security interests provided for herein and (b) if applicable, a written supplement to Schedule 5 showing any additional location at which Inventory or Equipment shall be kept:

(i) permit any of the Inventory or Equipment to be kept at a location other than those listed on Schedule 5;

(ii) change its jurisdiction of organization or the location of its chief executive office or sole place of business from that referred to in Section 4.4; or

(iii) change its name, identity or corporate structure to such an extent that any financing statement filed by the Administrative Agent in connection with this Agreement would become misleading.

5.7 **Notices.** Such Grantor will advise the Administrative Agent and the Lenders promptly, in reasonable detail, of:

(a) any Lien (other than security interests created hereby or Liens permitted under the Credit Agreement) on any of the Collateral which would adversely affect the ability of the Administrative Agent to exercise any of its remedies hereunder; and

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

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

(b) Without the prior written consent of the Administrative Agent, such Grantor will not (i) vote to enable, or take any other action to permit, any Issuer to issue any stock or other equity securities of any nature or to issue any other securities convertible into or granting the right to purchase or exchange for any stock or other equity securities of any

nature of any Issuer, (ii) sell, assign, transfer, exchange, or otherwise dispose of, or grant any option with respect to, the Investment Property or Proceeds thereof (except pursuant to a transaction expressly permitted by the Credit Agreement), (iii) create, incur or permit to exist any Lien or option in favor of, or any claim of any Person with respect to, any of the Investment Property or Proceeds thereof, or any interest therein, except for the security interests created by this Agreement or (iv) enter into any agreement or undertaking restricting the right or ability of such Grantor or the Administrative Agent to sell, assign or transfer any of the Pledged Securities or Proceeds thereof.

(c) In the case of each Grantor which is an Issuer, such Issuer agrees that (i) it will be bound by the terms of this Agreement relating to the Pledged Securities issued by it and will comply with such terms insofar as such terms are applicable to it, (ii) it will notify the Administrative Agent promptly in writing of the occurrence of any of the events described in Section 5.8(a) with respect to the Pledged Securities issued by it and (iii) the terms of Sections 6.3(c) and 6.7 shall apply to it, *mutatis mutandis*, with respect to all actions that may be required of it pursuant to Section 6.3(c) or 6.7 with respect to the Pledged Securities issued by it.

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

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

5.10 Intellectual Property. (a) Such Grantor (either itself or through licensees) will (i) continue to use each material Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (ii) maintain as in the past the quality of products and services offered under such Trademark, (iii) use such Trademark with the appropriate notice of registration and all other notices and legends required by applicable Requirements of Law, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless the Administrative Agent, for the ratable benefit of the Lenders, shall obtain a perfected security interest in such mark pursuant to this Agreement, and (v) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby such Trademark may become invalidated or impaired in any way.

(b) Such Grantor (either itself or through licensees) will not do any act, or omit to do any act, whereby any material Patent may become forfeited, abandoned or dedicated to the public.

(c) Such Grantor (either itself or through licensees) (i) will employ each material Copyright and (ii) will not (and will not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any material portion of the Copyrights may become invalidated or otherwise impaired. Such Grantor will not (either itself or through licensees) do any act whereby any material Copyright may fall into the public domain.

(d) Such Grantor (either itself or through licensees) will not do any act that knowingly uses any material Intellectual Property to infringe the intellectual property rights of any other Person.

(e) Such Grantor will notify the Administrative Agent and the Lenders immediately if it knows, or has reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, 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 court or tribunal in any country) regarding such Grantor's ownership of, or the validity of, any material Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

(f) Whenever such Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, such Grantor shall report such filing to the Administrative Agent within five Business Days after the last day of the fiscal quarter in which such filing occurs. Upon request of the Administrative Agent, such Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents, and papers as the Administrative Agent may request to evidence the Administrative Agent's and the Lenders' security interest in any Copyright, Patent or Trademark and the goodwill and general intangibles of such Grantor relating thereto or represented thereby.

(g) Such Grantor will take all reasonable and necessary steps, including, without limitation, 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 each application (and to obtain the relevant registration) and to maintain each registration of the Intellectual Property which continues to be material to the conduct of its business, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(h) In the event that any material Intellectual Property is infringed, misappropriated or diluted by a third party, such Grantor shall (i) take such actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Intellectual Property and (ii) if such Intellectual Property is of material economic value, promptly notify the Administrative Agent after it learns thereof and, based upon its reasonable business judgment and in accordance with reasonable business practices, sue for

infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution.

SECTION VI. REMEDIAL PROVISIONS

6.1 Certain Matters Relating to Receivables. (a) The Administrative Agent shall have the right to make test verifications of the Receivables in any manner and through any medium that it reasonably considers advisable, and each Grantor shall furnish all such assistance and information as the Administrative Agent may require in connection with such test verifications; provided, that prior to a Default or Event of Default such test verifications shall be done without any notice that the verification is being done by a secured party being given to any of the obligors on such Receivables and if any such test verifications constitute a report of a collateral auditor, such verifications shall be performed in compliance with Section 6.6 of the Credit Agreement. At any time and from time to time, upon the Administrative Agent's request and at the expense of the relevant Grantor, such Grantor shall cause independent public accountants or others satisfactory to the Administrative Agent to furnish to the Administrative Agent reports showing reconciliations, aging and test verifications of, and trial balances for, the Receivables; provided, that prior to a Default or Event of Default such reports shall be prepared without any notice that the reports are being prepared by a secured party being given to any of the obligors on such Receivables and if any such reports constitute a report of a collateral auditor, such reports shall be prepared in compliance with Section 6.6 of the Credit Agreement.

(b) The Administrative Agent hereby authorizes each Grantor to collect such Grantor's Receivables, subject to the Administrative Agent's direction and control, and the Administrative Agent may curtail or terminate said authority at any time after the occurrence and during the continuance of an Event of Default. If required by the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, any payments of Receivables, when collected by any Grantor, (i) shall be forthwith (and, in any event, within two Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Administrative Agent if required, in a Collateral Account maintained under the sole dominion and control of the Administrative Agent, subject to withdrawal by the Administrative Agent for the account of the Lenders only as provided in Section 6.5, and (ii) until so turned over, shall be held by such Grantor in trust for the Administrative Agent and the Lenders, segregated from other funds of such Grantor. Each such deposit of Proceeds of Receivables shall be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit.

(c) At the Administrative Agent's request at any time and from time to time after the occurrence and during the continuance of a Default or Event of Default or at any other time at which the Administrative Agent has reasonable grounds to believe that a Default or Event of Default will occur, each Grantor shall deliver to the Administrative Agent all original and other documents evidencing, and relating to, the agreements and transactions which gave rise to the Receivables, including, without limitation, all original orders, invoices and shipping receipts.

(d) The rights of the Administrative Agent with respect to the Receivables set forth herein shall be in addition to whatever rights the Administrative Agent and the Lenders shall have with regard to the Receivables set forth in the Credit Agreement.

6.2 Communications with Obligors; Grantors Remain Liable. (a) The Administrative Agent in its own name or in the name of others may at any time communicate with obligors under the Receivables to verify with them to the Administrative Agent's satisfaction the existence, amount and terms of any Receivables; provided, that prior to the occurrence of an Event of Default, the Administrative Agent shall not indicate to any obligors that the verification is being done by a secured party.

(b) Upon the request of the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, each Grantor shall notify obligors on the Receivables that the Receivables have been assigned to the Administrative Agent for the ratable benefit of the Lenders and that payments in respect thereof shall be made directly to the Administrative Agent.

(c) Anything herein to the contrary notwithstanding, each Grantor shall remain liable under each of the Receivables to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. Neither the Administrative Agent nor any Lender shall have any obligation or liability under any Receivable (or any agreement giving rise thereto) by reason of or arising out of this Agreement or the receipt by the Administrative Agent or any Lender of any payment relating thereto, nor shall the Administrative Agent or any Lender be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Receivable (or any agreement giving rise thereto) to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

6.3 Pledged Stock. (a) Unless an Event of Default shall have occurred and be continuing and the Administrative Agent shall have given notice to the relevant Grantor of the Administrative Agent's intent to exercise its corresponding rights pursuant to Section 6.3(b), each Grantor shall be permitted to receive all cash dividends paid in respect of the Pledged Stock and all payments made in respect of the Pledged Notes, in each case paid in the normal course of business of the relevant Issuer and consistent with past practice, to the extent not prohibited in the Credit Agreement, and to exercise all voting and corporate rights with respect to the Pledged Securities; provided, however, that no vote shall be cast or corporate right exercised or other action taken which could reasonably be determined to impair the Collateral or which would be inconsistent with or result in any violation of any provision of the Credit Agreement, this Agreement or any other Loan Document.

(b) If an Event of Default shall occur and be continuing and the Administrative Agent shall give notice of its intent to exercise such rights to the relevant Grantor or Grantors, (i) the Administrative Agent shall have the right to receive any and all cash dividends, payments or other Proceeds paid in respect of the Pledged Securities and make application thereof to the Obligations in the order set forth in Section 6.5, and (ii) any

or all of the Pledged Securities shall be registered in the name of the Administrative Agent or its nominee, and the Administrative Agent or its nominee may thereafter exercise (x) all voting, corporate and other rights pertaining to such Pledged Securities at any meeting of shareholders of the relevant Issuer or Issuers or otherwise and (y) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to such Pledged Securities as if it were the absolute owner thereof (including, without limitation, the right to exchange at its discretion any and all of the Pledged Securities upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the corporate structure of any Issuer, or upon the exercise by any Grantor or the Administrative Agent of any right, privilege or option pertaining to such Pledged Securities, and in connection therewith, the right to deposit and deliver any and all of the Pledged Securities with any committee, depositary, transfer agent, registrar or other designated agency upon such terms and conditions as the Administrative Agent may determine), all without liability except to account for property actually received by it, but the Administrative Agent shall have no duty to any Grantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing.

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

6.4 Proceeds to be Turned Over To Administrative Agent. In addition to the rights of the Administrative Agent and the Lenders specified in Section 6.1 with respect to payments of Receivables, if an Event of Default shall occur and be continuing, all Proceeds received by any Grantor consisting of cash, checks and other near-cash items shall be held by such Grantor in trust for the Administrative Agent and the Lenders, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, be turned over to the Administrative Agent in the exact form received by such Grantor (duly indorsed by such Grantor to the Administrative Agent, if required). All Proceeds received by the Administrative Agent hereunder shall be held by the Administrative Agent in a Collateral Account maintained under its sole dominion and control. All Proceeds while held by the Administrative Agent in a Collateral Account (or by such Grantor in trust for the Administrative Agent and the Lenders) shall continue to be held as collateral security for all the Obligations and shall not constitute payment thereof until applied as provided in Section 6.5.

6.5 Application of Proceeds. At such intervals as may be agreed upon by the Borrowers and the Administrative Agent, or, if an Event of Default shall have occurred and be continuing, at any time at the Administrative Agent's election, the Administrative Agent may apply all or any part of Proceeds constituting Collateral, whether or not held in any Collateral Account, and any proceeds of the guarantee set forth in Section 2, in payment of the Obligations in the following order:

First, to pay incurred and unpaid fees and expenses of the Administrative Agent under the Loan Documents;

Second, to the Administrative Agent, for application by it towards payment of amounts then due and owing and remaining unpaid in respect of the Obligations, pro rata among the Lenders according to the amounts of the Obligations then due and owing and remaining unpaid to the Lenders;

Third, to the Administrative Agent, for application by it towards prepayment of the Obligations, pro rata among the Lenders according to the amounts of the Obligations then held by the Lenders; and

Fourth, any balance of such Proceeds remaining after the Obligations shall have been paid in full, no Letters of Credit shall be outstanding and the Commitments shall have terminated shall be paid over to the Borrowers or to whomsoever may be lawfully entitled to receive the same.

6.6 Code and Other Remedies. If an Event of Default shall occur and be continuing, the Administrative Agent, on behalf of the Lenders, may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the New York UCC or any other applicable law. Without limiting the generality of the foregoing, the Administrative Agent, 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, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith 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 or sales, at any exchange, broker's board or office of the Administrative Agent or any Lender or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Administrative Agent or any Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in any Grantor, which right or equity is hereby waived and released. Each Grantor further agrees, at the Administrative Agent's request, to assemble the Collateral and make it available to the Administrative Agent at places which the Administrative Agent shall reasonably select, whether at such Grantor's premises or elsewhere. The Administrative Agent shall apply the net proceeds of any action taken by it pursuant to this Section 6.6, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Administrative Agent and the Lenders hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in such order as the Administrative Agent may elect, and only after such application and after the payment by the Administrative Agent of any other amount required by any provision of law, including, without limitation, Section 9-504(1)(c) of the New York

UCC, need the Administrative Agent account for the surplus, if any, to any Grantor. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands it may acquire against the Administrative Agent or any Lender arising out of the exercise by them of any rights hereunder, except for any such claims which are specifically permitted herein. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

6.7 Registration Rights. (a) If the Administrative Agent shall determine to exercise its right to sell any or all of the Pledged Stock pursuant to Section 6.6, and if in the opinion of the Administrative Agent it is necessary or advisable to have the Pledged Stock, or that portion thereof to be sold, registered under the provisions of the Securities Act, the relevant Grantor will cause the Issuer thereof to (i) execute and deliver, and cause the directors and officers of such Issuer to execute and deliver, all such instruments and documents, and do or cause to be done all such other acts as may be, in the opinion of the Administrative Agent, necessary or advisable to register the Pledged Stock, or that portion thereof to be sold, under the provisions of the Securities Act, (ii) use its best efforts to cause the registration statement relating thereto to become effective and to remain effective for a period of one year from the date of the first public offering of the Pledged Stock, or that portion thereof to be sold, and (iii) make all amendments thereto and/or to the related prospectus which, in the opinion of the Administrative Agent, are necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the Securities and Exchange Commission applicable thereto. Each Grantor agrees to cause such Issuer to comply with the provisions of the securities or "Blue Sky" laws of any and all jurisdictions which the Administrative Agent shall designate and to make available to its security holders, as soon as practicable, an earnings statement (which need not be audited) which will satisfy the provisions of Section 11(a) of the Securities Act.

(b) Each Grantor recognizes that the Administrative Agent may be unable to effect a public sale of any or all the Pledged Stock, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. The Administrative Agent shall be under no obligation to delay a sale of any of the Pledged Stock for the period of time necessary to permit the Issuer thereof to register such securities for public sale under the Securities Act, or under applicable state securities laws, even if such Issuer would agree to do so.

(c) Each Grantor agrees to use its best efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of all or any portion of the Pledged Stock pursuant to this Section 6.7 valid and binding and in compliance with any and all other applicable Requirements of Law. Each Grantor further agrees that a breach of any of the covenants contained in this Section 6.7 will cause irreparable injury to the Administrative Agent and the Lenders, that the Administrative Agent and the Lenders have no adequate

remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 6.7 shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Event of Default has occurred under the Credit Agreement.

6.8 Waiver: Deficiency. Each Grantor waives and agrees not to assert any rights or privileges which it may acquire under Section 9-112 of the New York UCC. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay its Obligations and the fees and disbursements of any attorneys employed by the Administrative Agent or any Lender to collect such deficiency.

SECTION VII. THE ADMINISTRATIVE AGENT

7.1 Administrative Agent's Appointment as Attorney-in-Fact, etc.

(a) Each Grantor hereby irrevocably constitutes and appoints the Administrative 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 any and all appropriate action and to execute any and all documents and instruments which 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 Administrative 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:

(i) in the name of such Grantor or its own name, or otherwise, take possession of and indorse 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 Administrative Agent for the purpose of collecting any and all such moneys due under any Receivable or with respect to any other Collateral whenever payable;

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

(iii) 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;

(iv) execute, in connection with any sale provided for in Section 6.6 or 6.7, any indorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral; and

(v) (A) 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 Administrative Agent or as the Administrative Agent shall direct; (B) ask or demand for, collect, and receive payment of and 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; (C) sign and indorse 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; (D) 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; (E) defend any suit, action or proceeding brought against such Grantor with respect to any Collateral; (F) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Administrative Agent may deem appropriate; (G) assign any Copyright, Patent or Trademark (along with the goodwill of the business to which any such Copyright, Patent or Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Administrative Agent shall in its sole discretion determine; and (H) 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 Administrative Agent were the absolute owner thereof for all purposes, and do, at the Administrative Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things which the Administrative Agent deems necessary to protect, preserve or realize upon the Collateral and the Administrative Agent's and the Lenders' security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

Anything in this Section 7.1 (a) to the contrary notwithstanding, the Administrative Agent agrees that it will not exercise any rights under the power of attorney provided for in this Section 7.1(a) unless an Event of Default shall have occurred and be continuing.

(b) If any Grantor fails to perform or comply with any of its agreements contained herein, the Administrative Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement.

(c) The expenses of the Administrative Agent incurred in connection with actions undertaken as provided in this Section 7.1, together with interest thereon at a rate per annum equal to the rate per annum at which interest would then be payable on past due Revolving Credit Loans that are Base Rate Loans under the Credit Agreement, from the date of payment by the Administrative Agent to the date reimbursed by the relevant Grantor, shall be payable by such Grantor to the Administrative Agent on demand.

(d) Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

7.2 Duty of Administrative Agent. The Administrative 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 New York UCC or otherwise, shall be to deal with it in the same manner as the Administrative Agent deals with similar property for its own account. Neither the Administrative Agent, any Lender nor any of their respective 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. The powers conferred on the Administrative Agent and the Lenders hereunder are solely to protect the Administrative Agent's and the Lenders' interests in the Collateral and shall not impose any duty upon the Administrative Agent or any Lender to exercise any such powers. The Administrative Agent and the Lenders shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their 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.

7.3 Execution of Financing Statements. Pursuant to Section 9-402 of the New York UCC and any other applicable law, each Grantor authorizes the Administrative Agent to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of such Grantor in such form and in such offices as the Administrative Agent reasonably determines appropriate to perfect the security interests of the Administrative Agent under this Agreement. A photographic or other reproduction of this Agreement shall be sufficient as a financing statement or other filing or recording document or instrument for filing or recording in any jurisdiction.

7.4 Authority of Administrative Agent. Each Grantor acknowledges that the rights and responsibilities of the Administrative Agent under this Agreement with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Administrative Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Administrative Agent and the Lenders, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Administrative Agent and the Grantors, the Administrative Agent shall be conclusively presumed to be acting as agent for the Lenders with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

SECTION VIII. MISCELLANEOUS

8.1 Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 10.1 of the Credit Agreement.

8.2 Notices. All notices, requests and demands to or upon the Administrative Agent or any Grantor hereunder shall be effected in the manner provided for

in Section 10.2 of the Credit Agreement; provided that any such notice, request or demand to or upon any Guarantor shall be addressed to such Guarantor at its notice address set forth on Schedule 1.

8.3 No Waiver by Course of Conduct; Cumulative Remedies. Neither the Administrative Agent nor any Lender shall by any act (except by a written instrument pursuant to Section 8.1), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Administrative Agent or any Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Administrative Agent or such Lender would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

8.4 Enforcement Expenses; Indemnification. (a) Each Guarantor agrees to pay, or reimburse each Lender and the Administrative Agent for, all its costs and expenses incurred in collecting against such Guarantor under the guarantee contained in Section 2 or otherwise enforcing or preserving any rights under this Agreement and the other Loan Documents to which such Guarantor is a party, including, without limitation, the fees and disbursements of counsel (including the allocated fees and expenses of in-house counsel) to each Lender and of counsel to the Administrative Agent.

(b) Each Guarantor agrees to pay, and to save the Administrative Agent and the Lenders harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral or in connection with any of the transactions contemplated by this Agreement.

(c) Each Guarantor agrees to pay, and to save the Administrative Agent and the Lenders harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement to the extent each Borrower would be required to do so pursuant to Section 10.5 of the Credit Agreement.

(d) The agreements in this Section shall survive repayment of the . Obligations and all other amounts payable under the Credit Agreement and the other Loan Documents.

8.5 Successors and Assigns. This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Administrative Agent and the Lenders and their successors and assigns; provided that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Administrative Agent.

8.6 **Set-Off.** Each Grantor hereby irrevocably authorizes the Administrative Agent and each Lender at any time and from time to time, without notice to such Grantor or any other Grantor, any such notice being expressly waived by each Grantor, to set-off and appropriate and apply any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by the Administrative Agent or such Lender to or for the credit or the account of such Grantor, or any part thereof in such amounts as the Administrative Agent or such Lender may elect, against and on account of the obligations and liabilities of such Grantor to the Administrative Agent or such Lender hereunder and claims of every nature and description of the Administrative Agent or such Lender against such Grantor, in any currency, whether arising hereunder, under the Credit Agreement, any other Loan Document or otherwise, as the Administrative Agent or such Lender may elect, whether or not the Administrative Agent or any Lender has made any demand for payment and although such obligations, liabilities and claims may be contingent or unmatured. The Administrative Agent and each Lender shall notify such Grantor promptly of any such set-off and the application made by the Administrative Agent or such Lender of the proceeds thereof, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Administrative Agent and each Lender under this Section are in addition to other rights and remedies (including, without limitation, other rights of set-off) which the Administrative Agent or such Lender may have.

8.7 **Counterparts.** This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

8.8 **Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.9 **Section Headings.** The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

8.10 **Integration.** This Agreement and the other Loan Documents represent the agreement of the Grantors, the Administrative Agent and the Lenders with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent or any Lender relative to subject matter hereof and thereof not expressly set forth or referred to herein or in the other Loan Documents.

8.11 **GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

8.12 Submission To Jurisdiction; Waivers. Each Grantor hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the Courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Grantor at its address referred to in Section 8.2 or at such other address of which the Administrative Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

8.13 Acknowledgements. Each Grantor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party;

(b) neither the Administrative Agent nor any Lender has any fiduciary relationship with or duty to any Grantor arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Grantors, on the one hand, and the Administrative Agent and Lenders, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Grantors and the Lenders.

8.14 Additional Grantors. Each Subsidiary that is required to become a party to this Agreement pursuant to Section 6.9 of the Credit Agreement shall become a Grantor for all purposes of this Agreement upon execution and delivery by such Subsidiary of an Assumption Agreement in the form of Annex 1 hereto.

8.15 Releases. (a) At such time as the Loans, the Reimbursement Obligations and the other Obligations (other than Borrower Hedge Agreement Obligations) shall have been paid in full, the Commitments have been terminated and no Letters of Credit shall be outstanding, the Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors. At the request and sole expense of any Grantor following any such termination, the Administrative Agent shall deliver to such Grantor any Collateral held by the Administrative Agent hereunder, and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

(b) If any of the Collateral shall be sold, transferred or otherwise disposed of by any Grantor in a transaction permitted by the Credit Agreement, then the Administrative Agent, at the request and sole expense of such Grantor, shall execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Collateral. At the request and sole expense of the Borrowers, a Guarantor shall be released from its obligations hereunder in the event that all the Capital Stock of such Guarantor shall be sold, transferred or otherwise disposed of in a transaction permitted by the Credit Agreement; provided that the Borrower shall have delivered to the Administrative Agent, at least ten Business Days prior to the date of the proposed release, a written request for release identifying the relevant Guarantor and the terms of the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a certification by the Borrower stating that such transaction is in compliance with the Credit Agreement and the other Loan Documents.

8.16 WAIVER OF JURY TRIAL. EACH GRANTOR AND, BY ACCEPTANCE OF THE BENEFITS HEREOF, EACH AGENT AND EACH LENDER, HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

IN WITNESS WHEREOF, each of the undersigned has caused this Guarantee and Collateral Agreement to be duly executed and delivered as of the date first above written.

WEIGH-TRONIX, LLC

By: [Signature]
Title: AUTHORIZED SIGNATORY

WEIGH-TRONIX, INC.

By: [Signature]
Title: AUTHORIZED SIGNATORY

MECMESIN, INC.

By: [Signature]
Title: AUTHORIZED SIGNATORY

BERKEL USA INC.

By: [Signature]
Title: AUTHORIZED SIGNATORY

BERKEL INCORPORATED

By: [Signature]
Title: AUTHORIZED SIGNATORY

WEIGH-TRONIX DELAWARE, INC.

By: [Signature]
Title: AUTHORIZED SIGNATORY

NOTICE ADDRESSES OF GUARANTORS

NOTICE ADDRESSES OF GUARANTORS

Schedule 1

Guarantor
Berkel USA, Inc.

Address
One Berkel Drive
Laporte, IN 46350

With copy to:
Don MacKenzie
Chief Financial Officer
Weigh-Tronix LLC
293 South Main Street
Providence, RI 02903
USA

Berkel Incorporated

One Berkel Drive
Laporte, IN 46350

With copy to:
Don MacKenzie
Chief Financial Officer
Weigh-Tronix LLC
293 South Main Street
Providence, RI 02903
USA

Mecmesin, Inc.

3990 Brickway Boulevard
Santa Rosa, CA 95403
USA

With copy to:
Don MacKenzie
Chief Financial Officer
Weigh-Tronix LLC
293 South Main Street
Providence, RI 02903
USA

Weigh-Tronix, Inc.

1000 Armstrong Drive
Fairmont, MN 56031-1000
USA

With copy to:
Don MacKenzie
Chief Financial Officer
Weigh-Tronix LLC
293 South Main Street
Providence, RI 02903
USA

Weigh-Tronix, LLC

293 South Main Street
Providence, RI 02903
USA

Weigh-Tronix Delaware, Inc.

293 South Main Street
Providence, RI 02903
USA

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TRADEMARK
REEL: 002163 FRAME: 0878

DESCRIPTION OF PLEDGED SECURITIES

Pledged Stock:

<u>Issuer</u>	<u>Class of Stock</u>	<u>Stock Certificate No.</u>	<u>No. of Shares</u>
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Pledged Notes:

<u>Issuer</u>	<u>Payee</u>	<u>Principal Amount</u>
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DESCRIPTION OF PLEDGED SECURITIES

Pledged Stock:

<u>Issuer</u>	<u>Pledgor</u>	<u>Class of Stock</u>	<u>Stock Certificate No.</u>	<u>No. of Shares</u>
Berkel USA, Inc.	Weigh-Tronix, Inc.	Common	—	1,000
Berkel Incorporated	Berkel USA, Inc.	Common	—	246,909
Mecmesin, Inc.	Weigh-Tronix, Inc.	Common	4	1,000 (no par value)
Weigh-Tronix Delaware, Inc.	Weigh-Tronix, LLC	Common	1	100 (\$01 par)
Weigh-Tronix Inc.	Weigh-Tronix, LLC	Common	2	100 (\$01 par)

Pledged Notes:Management Promissory Notes

1. Promissory Notes executed by certain Management Executives to, respectively, Weigh-Tronix, Inc. and (former) Weigh-Tronix Acquisition Corp., in the amounts of \$75,000 and £47,500, respectively.

Intercompany Advances

1. Loan Agreement made as of May 1, 1998 among Weigh-Tronix Acquisition Corp. ("Lender"), Salter Weigh-Tronix Holdings Party Ltd. ("Borrower") and BankBoston, N.A. ("Agent") — unsecured subordinated loan facility in the principal amount not exceeding £451,970.00. Repayable on demand of Lender.

FILINGS AND OTHER ACTIONS
REQUIRED TO PERFECT SECURITY INTERESTS

Uniform Commercial Code Filings

[List each office where a financing statement is to be filed]

Patent and Trademark Filings

[List all filings]

Actions with respect to Pledged Stock

Other Actions

[Describe other actions to be taken]

FILINGS AND OTHER ACTIONS
REQUIRED TO PERFECT SECURITY INTERESTS

Uniform Commercial Code Filings

<u>Party</u>	<u>Filing Office</u>
Berkel Incorporated	California Secretary of State Colorado Secretary of State Florida Secretary of State DeKalb County, Georgia Illinois Secretary of State Indiana Secretary of State LaPorte County, Indiana Jefferson Parish, Louisiana Massachusetts Secretary of State Franklin, MA Maryland Secretary of State Michigan Secretary of State Minnesota Secretary of State Missouri Secretary of State St. Louis County, Missouri Montana Secretary of State New Jersey Secretary of State
Mecmesin, Inc.	California Secretary of State Minnesota Secretary of State Rhode Island Secretary of State
Berkel USA, Inc.	Delaware Secretary of State
Weigh-Tronix, LLC	Delaware Secretary of State Minnesota Secretary of State Rhode Island Secretary of State
Weigh-Tronix, Inc.	Alabama Secretary of State Arizona Secretary of State California Secretary of State Colorado Secretary of State Delaware Secretary of State Florida Secretary of State Georgia Secretary of State Fulton County, Georgia Richmond County, Georgia Illinois Secretary of State

Indiana Secretary of State
 Iowa Secretary of State
 Jefferson Parish, Louisiana
 Maine Secretary of State
 Maryland Secretary of State
 Massachusetts Secretary of State
 Agawam Town, Massachusetts
 Hadley Town, Massachusetts
 Worcester City, Massachusetts
 Michigan Secretary of State
 Minnesota Secretary of State
 Mississippi Secretary of State
 Leflore County, Mississippi
 Missouri Secretary of State
 St. Charles County, Missouri
 Nebraska Secretary of State
 Nevada Secretary of State
 New Hampshire Secretary of State
 Wolfeboro Town, New Hampshire
 New Jersey Secretary of State
 New York Secretary of State
 Erie County, New York
 Monroe County, New York
 Ohio Secretary of State
 Cuyahoga County, Ohio
 Hamilton County, Ohio
 Oregon Secretary of State
 Pennsylvania Secretary of State
 Bucks County, Pennsylvania
 Fayette County, Pennsylvania
 Philadelphia County, Pennsylvania
 Washington County, Pennsylvania
 York County, Pennsylvania
 Rhode Island Secretary of State
 South Carolina Secretary of State
 Tennessee Secretary of State
 Texas Secretary of State
 Vermont Secretary of State
 Virginia Secretary of State
 Montgomery County, Virginia
 Roanoke City, Virginia
 Washington Secretary of State
 Wisconsin Secretary of State

Weigh-Tronix Delaware, Inc.

Rhode Island Secretary of State
 Delaware Secretary of State

Actions with Respect to Pledged Stock

BankBoston NA (now Fleet) presently holds stock certificates of the following entities pursuant to the 1998 Revolving Credit and Term Note dated as of May 1, 1998:

- Weigh-Tronix Acquisition Corp. [**Fleet has confirmed that they want a replacement stock certificate in name of Weigh-Tronix, Inc. This certificate will be executed and delivered post-closing**]
- Mecmesin, Inc.

Pledged stock with stock powers will be obtained from the following entities:

- Berkel USA, Inc.
- Berkel Incorporated
- Weigh-Tronix Delaware Inc.

Other Actions

Filings with respect to Intellectual Property will be made with the United States Patent and Trademark Office.

JURISDICTION OF ORGANIZATION AND LOCATION OF CHIEF EXECUTIVE
OFFICE

<u>Grantor</u>	<u>Jurisdiction of Organization</u>	Location of Chief <u>Executive Office</u>
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JURISDICTION OF ORGANIZATION AND LOCATION OF CHIEF EXECUTIVE OFFICE

<u>Grantor</u>	<u>Jurisdiction of Organization</u>	<u>Location of Chief Executive Office</u>
Berkel USA, Inc.	Delaware, USA	One Berkel Drive Laporte, IN 46350
Berkel Incorporated	Indiana, USA	One Berkel Drive Laporte, IN 46350
Mecmesin, Inc.	California, USA	3990 Brickway Boulevard Santa Rosa, CA 95403
Weigh-Tronix, Inc.	Delaware, USA	1000 Armstrong Drive Fairmont, MN 56031-1000
Weigh-Tronix, LLC	Delaware, USA	293 South Main Street Providence, RI 02903
Weigh-Tronix Delaware, Inc.	Delaware, USA	293 South Main Street Providence, RI 02903

LOCATIONS OF INVENTORY AND EQUIPMENT

Grantor

Locations

053113-1251-08060-A04D9M5L-GUA

LOCATIONS OF INVENTORY AND EQUIPMENT

Weigh-Tronix, Inc. - Leased Locations

1. 10751 Forest St.
Santa Fe Springs, CA 90670
2. 3491 Orange Grove Ave, Suite D
North Highlands, CA 95660
3. 8663 Magnolia Ave. Ste E and F
Santee, CA 92071
4. 806-808 Industry Drive
Tukwila, WA 98188
5. 19821 Cabot Blvd.
Hayward, CA 94545
6. 7933 SW Nimbus Ave. Suite 28
Beaverton, OR 97008
7. 2121 S. Priest Road, Ste 123 and 124
Tempe, AZ 85282
8. 3990 Brickway Boulevard
Santa Rosa, CA 95403
9. 293 South Main Street
Providence, RI 02903
10. 4 Sperry Road, Suite ____
Fairfield, NJ 07004¹

¹ related inventory stored in leased space in public warehouse:

Courier Systems, Inc.
45 Rosenhayn Avenue
Bridgeton, NJ 08302

Weigh-Tronix, Inc. - Owned Location

1. 1000 Armstrong Drive
Fairmont, MN 56031-1000

Mecmesin, Inc. - Leased Location

1. 3990 Brickway Blvd.
Santa Rosa, CA 95403

Salter Weighing Products (part of Weigh-Tronix Inc.) - Leased Location

3620 Central Ave. NE
Minneapolis, MN 55418

Berkel Incorporated - Owned Location

One Berkel Drive
Laporte, IN 46350

Weigh-Tronix, Inc. Outside Operations (Additional Manufacturing Operations)

Med-Tek, Inc.
2639 NE 3rd Street
Minneapolis, MN 55418

Star Plating
435 Cleveland Ave. E
Winnebago, MN 56098

Co-operative Plating
271 Snelling Ave. N.
St. Paul, MN 55104

M.Q.S. Inspection Inc.
1920 Oakcrest Ave.
Roseville, MN 55113

Timmerman Finishing Inc.
5250 Main St. NE
Minneapolis, MN 55421

Prior Lake Machine
16801 Industrial Circle S.E.
Prior Lake, MN 55372

Siouxland Galvanizing
2301 Bridgeport Dr.
P.O. Box 3807
Sioux City, IA 51102

R.M. Olson Mfg. Co.
P.O. Box 529
Fairmont, MN 56031

Modern Molding
706 Seventh St. S
Delano, MN 55328

Step, Inc.
411 South State St.
Fairmont, MN 56031

Enterprise Machine
1213 East 12th Street
Fairmont, MN 56031

Rode Manufacturing Corp.
702 E. 2nd St. N., Rt. 3, Box 21
Truman, MN 56088

Associated Engineering
320 State Road
Mankato, MN 56001

AVTEC
9101 Science Center Dr.
Minneapolis, MN 55428

R. M. Olson Inc.
P. O. Box 528
Fairmont, MN 56031

Arts-Way Manufacturing
P.O. Box 288
Armstrong, IA 50514

Lindberg Heat Treating
10150 Crosstown Cir.
Eden Prairie, MN 55344

Silvertip Assoc.
10800 Mankato St. NE
Blaine, MN 55449

Awoods Rubber Co.
2401 Pilot Knob Rd.
Mendota Hgts., MN 55120

Installment:
Package Express Center, Inc.
415 Elk Street
Greeneville, TN 37743

Consignment Inventory

Advance Scale Company, Inc.
P.O. Box 129
Clementon, NJ 08021

Greenville Scale Co., Inc.
149 Landmark Drive
Taylors, SC 29687-2819

BSI Scales
P.O. Box 510647
New Berlin, WI 53151-0617

Weigh-Rite Scale Co., Inc.
P. O. Box 396
Somerset, WI 54025

Memphis Scale Works, Inc.
3418 Cazassa Road
Memphis, TN 38116

Riekes Material Handling
P.O. Box AK
Des Moines, IA 50302

Rick Sidwell (area sales manager)
60 Winterhill Circle
Montgomery, IL 60538

Dillon Quality Plus Inc.
3201 Corte Malpaso, Unit 311
Camarillo, CA 93012-8719

Scalemen of Florida, Inc.
2280 Southwest 71st Terrace
Davie, FL 33317-7136

Wiggins Scale Company
1876 DeFoor Ave. N.W.
P.O. Box 93051
Atlanta, GA 30318

Steve Bobish (area sales manager)
952 Old National Pike
Brownsville, PA 15417

Precision Scale Co., Inc.
240 Grand Avenue
Leonora, NJ 07605-2013

Security Scale Service, Inc.
P.O. Box 12207
Roanoke, VA 24023-2207

Tennessee Scale Works, Inc.
P.O. Box 90127
Nashville, TN 37209

Tri-State Scale Co. Inc.
P.O. Box 6258
Evansville, IN 47719-0258

Lindell Sales & Service
37236 Co. 56 Blvd.
Cannon Falls, MN 55009

TRP
SW Corner, 51st Ave. & Broadway
Phoenix, AZ

Mohrlang Mfg.
1110 North Cameron
Brush, CO 80723

Florida Industrial Scale Co.
929 Longdale Ave.
Longwood, FL 32750-5461

Central Scale & Material Hand.
1817 Hull Avenue (50313-4740)
P.O. Box AK
Des Moines, IA 50302

Michelli Company/G.T.
130 Brookhollow
Hanrahan, LA 10123

Commercial Scale & Balance
84 Ramah Circle North
P.O. Box 268
Agawam, MA 01001

Basic Service
2525 E. Imlay City Rd.
Lapeer, MI 48446

Root, Neal & Company, Inc.
64 Peabody Street
Box 101
Buffalo, NY 14240

Wilhelm Trucking Co.
3250 N.W. St. Helen Rd.
Portland, OR

East Tennessee Scale Works, Inc.
P.O. Box 809
Lenoir City, TN 37772

Kirk Roberts (area sales manager)
1855 Baring Blvd. #814
Sparks, NV 89434

Kent Sneller (area sales manager)
528 5th Avenue SE
Sioux Center, IA 51250

Jack McCurdy (area sales manager)
1614 Sante Fe Trail
Grand Prairie, TX 75052-2057

C.S.C. Force Measurement, Inc.
84 Ramah Circle North
P.O. Box 887
Agawam, MA 01001-0887

All-Tech Weighing Systems, Inc.
905 Forest Avenue
Portland, ME 04103

Master Scales
208 Eastman Street Industrial Park
Greenville, MS 38930-7000

Konyn/Jack
91760 North Coburg Rd.
Eugene, OR 97408

Precision Solutions, Inc.
2525 Tollgate Road
Quakertown, PA 18951

LMC Mitek
3050 Osgood Ct.
Freemont, CA 94539
Alameda County

John Zanchi (area sales manager)
63 Summer Lane
PO Box 517
Wolfeboro, NH 03894-0517

Jeff Carr (area sales manager)
7712 River Bend Way
Nashville, TN 37221

Bill Murphy (area sales manager)
13147 George Lovelace Lane
Knoxville, TN 37932

INTELLECTUAL PROPERTY

- I. Copyrights and Copyright Licenses:
- II. Patents and Patent Licenses:
- III. Trademarks and Trademark Licenses:

INTELLECTUAL PROPERTY

I. WEIGH-TRONIX, INC.

A. COPYRIGHTS AND COPYRIGHT LICENSES:

None.

B. PATENTS AND PATENT LICENSES:

(1) Patents:

Title	Country	Docket Number	Status	Application Number	Application Date	Patent No.	Issue Date	Other
Fork Lift Scale	USA	W0505-991071	Issued	453,996	12/28/82	4,421,186	12/20/83	Lic./Assig: Weigh
Mounting Adapter for a Fork Lift Truck	USA	W0505-991080	Issued	251,051	04/06/81	4,323,132	04/06/82	Lic./Assig: Weigh Expired 4/6/99
Electronic Bathroom Scale	USA	W0505-991090	Issued	238,249	08/30/88	4,880,069	11/14/89	Lic./Assig: Weigh
Shock Proof Scale	USA	W0505-991120	Issued	709110	03/07/85	4,611,677	09/16/86	Expires 3/7/05, may be infringed by Fairbanks scale.
Digital Electronic Scale With Stabilized Display	USA	W0505-991130	Issued	06/774,755	09/11/85	4,660,662	04/28/87	Expires 9/11/05
Key Actuator	USA	W0505-991140	Issued	818,236	07/22/77	4,138,197	02/06/79	Expire 2/06/96
Force Multiplying Load Cell	USA	W0505-991180	Issued	878,063	02/15/78	4,179,004	12/18/79	Expire 12/18/96
Dual Platform Counting Scale	USA	W0505-991190	Issued	722058	09/10/76	4,139,070	02/13/79	Expire 2/13/96
Capacitive Load Cell and Method of Manufacture	USA	W0505-991200	Issued	06/038,328	05/11/79	4,237,989	12/09/80	CIP of 910,833 filed 5/30/78, abandoned
Load Cell	Canada	W0505-991330	Issued	---	04/03/92	2,133,456	12/14/99	Lic./Assig: Weigh Expires 10/2/12
Load Cell	USA	W0505-991330	Issued	07/863,162	04/03/92	5,313,023	05/17/94	Lic./Assig: Weigh Expires 5/17/22
Electronic Force Sensing Load Cell	USA	W0505-991350	Issued	07/862,827	04/03/92	5,336,854	08/09/94	Lic./Assig: Weigh Filed

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Title	Country	Docket Number	Status	Application Number	Application Date	Patent No.	Issue Date	Other
								defensively, expires 4/3/12
Hammer Mill	USA	W0505-991360	Issued	07/929,960	08/04/92	5,240,190	08/31/93	Lic./Assig: Weigh Expires 8/31/10
Load Cell	USA	W0505-991370	Issued	08/064834	05/19/93	5,391,884	02/21/95	Expires 5/19/13
Counting Scale and Load Cell Assembly Therefor	USA	W0505-991380	Issued	08/064,551	05/19/93	5,442,146	08/15/95	Lic./Assig: Weigh Expires 5/19/13
Display Enclosure With Display	USA	W0505-991390	Issued	29/005,725	03/10/93	D357,198	04/11/95	Lic./Assig: Weigh Expires 4/11/95
Balance	USA	W0505-991400	Issued	29/008,514	05/19/93	D354,691	01/24/95	Lic./Assig: Weigh Expires 1/24/09
Multi-Load Cell Force Sensing Apparatus	Canada	W0505-991440	Pending	2,247,944	03/05/97	---	---	Lic./Assig: Weigh EPO 97915106.5
Multi-Load Cell Force Sensing Apparatus	European Patent Office	W0505-991440	Pending	97915106.5	03/05/97	---	---	Lic./Assig: Weigh EPO 97915106.5
Multi-Load Cell Force Sensing Apparatus	Patent Coop. Treaty	W0505-991440	Pending	PCTUS97/ 0413	03/05/97	97915106. 5	---	Lic./Assig: Weigh EPO 97915106.5 Inactive, filed in Canada and Europe
Multi-Load Cell Force Sensing Apparatus	USA	W0505-991440	Allowe d	08/612,143	03/07/96	5750937	05/12/98	Lic./Assig: Weigh Expires 3/7/16
Load Cell Assembly With Linearization and Common Mode Discrimination Of Complementar y Force- Responsive Signals	USA	W0505-991460	Issued	08/383,967	02/06/95	5,629,489	05/13/97	Lic./Assig: Weigh Expires 2/6/15
Load Cell With Composite End Beams Having Portions With Different	USA	W0505-991480	Issued	08/400,680	03/08/95	5,604,336	02/18/97	Lic./Assig: Weigh Expires 3/8/15

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Title	Country	Docket Number	Status	Application Number	Application Date	Patent No.	Issue Date	Other
Elastic Modulus								
Force Sensitive Scale And Dual Sensor Load Cell for Use Therewith	Canada	W0505-991490	Pending	2224729	06/11/96	---	---	Lic./Assig: Weigh Expires 11/17/05
Force Sensitive Scale And Dual Sensor Load Cell for Use Therewith	European Patent Office	W0505-991490	Pending	96918478.7	06/11/96	---	---	Lic./Assig: Weigh
Force Sensitive Scale And Dual Sensor Load Cell for Use Therewith	Patent Coop. Treaty	W0505-991490	Pending	PCTUS96/1020	06/11/96	---	---	Lic./Assig: Weigh
Force Sensitive Scale And Dual Sensor Load Cell for Use Therewith	USA	W0505-991490	Issued	08/491,034	06/16/95	5,837,946	11/17/98	Lic./Assig: Weigh Letter sent re: foreign filing
A FORCE SENSITIVE SCALE	USA	W0505-990490	Granted	08/964,765	11/05/97	6,002,090	12/14/99	Lic./Assig: Weigh
A System and Method For Automatically Recalibrating A Weighing Device	USA	W0505-991500	Abandoned	08/559,976	11/17/95	---	---	
Weighing Platform For A Scale	USA	W0505-991510	Pending	29/039,800	05/25/95	---	---	Lic./Assig: Weigh
ON-BOARD VEHICLE WEIGHING APPARATUS AND METHOD	USA	W0505-991520	Granted	08/941,164	09/30/97	6,037,500	03/14/00	Lic./Assig: Weigh
Load Cell	European Patent Office	W0505-994330	Registered	92921918.6	10/02/92	0634003	08/14/96	Lic./Assig: Weigh EP Designations-FR, DE, CH, LI and UK Expires 10/2/12
Load Cell	France	W0505-994330	Registered	92921918.6	10/02/92	0634003	08/14/96	Lic./Assig: Weigh
Load Cell	Germany	W0505-994330	Registered	92921918.6	10/02/92	P692128476	08/14/96	Lic./Assig: Weigh
Load Cell	Switzerland	W0505-994330	Registered	92921918.6	10/02/92	0738383	08/14/96	Lic./Assig: Weigh
Load Cell	United Kingdom	W0505-994330	Registered	92921918.6	10/02/92	0634003	08/14/96	Lic./Assig: Weigh
Load Cell	Patent Coop.	W0505-994331	Expired	PCTUS92/0856	10/02/92	---	---	Lic./Assig: Weigh

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Title	Country	Docket Number	Status	Application Number	Application Date	Patent No.	Issue Date	Other
	Treaty							
Electronic Force Sensing Load Cell	European Patent Office	W0505-994350	Granted	92921652.1	10/02/92	634006	02/04/98	Lic./Assig: Weigh EP 92921652.1- designated states FR, GER, UK
Electronic Force Sensing Load Cell	France	W0505-994350	Granted	92921652.1	10/02/92	69224396. 8	02/04/98	Lic./Assig: Weigh EP 92921652.1- designated states FR, GER, UK
Electronic Force Sensing Load Cell	Germany	W0505-994350	Granted	92921652.1	10/02/92	69224396. 8	02/04/98	Lic./Assig: Weigh EP 92921652.1- designated states FR, GER, UK
Load Cell	Patent Coop. Treaty	W0505-994370	Publish ed	PCTUS93/ 0505	05/27/93	---	---	Lic./Assig: Weigh Filed in EPO- per TWL 1/16/96
Counting Scale and Load Cell Assembly Therefor	Patent Coop. Treaty	W0505-994380	Publish ed	PCTUS93/ 0507	05/27/93	---	---	Lic./Assig: Weigh Not filed-per TWL 1/16/96
Lift Scale	United Kingdom	W0505-995020	Abando ned	81303881.7	---	UK00466 92	08/25/80	Lic./Assig: Weigh Ab'd per fax to client 7/26/96
Fork Lift Scale	Australia	W0505-995070	Abando ned	74494/81	08/25/81	554361	08/25/81	Lic./Assig: Weigh In force until 8/25/96, ab'd per ltr to client 7/25/96
Fork Life Scale	Canada	W0505-995071	Issued	384503	08/24/81	1,166,656	05/01/84	Lic./Assig: Weigh No mainenance fees due/ expires 5/1/01
Fork Life Scale	Denmark	W0505-995072	Abando ned	4580/81	10/15/81	148,398	10/15/81	Annuites due 10/15/81- annually, ab'd per memo from TWL
Fork Lift Scale	Spain	W0505-995073	Abando ned	505007	08/25/81	505,007	09/27/82	Lic./Assig: Weigh Ab'd per memo from TWL 9/5/96
Computing Postal Scale	Canada	W0505-995140	Issued	235303	09/12/75	1,046,539	01/16/79	Canadian Patent expires

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Title	Country	Docket Number	Status	Application Number	Application Date	Patent No.	Issue Date	Other
								1.6/96
Force Multiplying Load Cell	Canada	W0505-995180	Issued	321517	02/14/79	1,122,032	04/20/82	No annuities due
Dual Platform Counting Scale	Canada	W0505-995190	Issued	286439	09/09/77	1,081,268	07/08/80	No annuities due/ expires 7.8.97
Capacitive Load Cell And Method Of Manufacture	Canada	W0505-995200	Issued	328132	05/23/79	1,112,893	11/24/81	
Counting Scale and Method	Japan	W0505-995273	Abandoned	51-046077	04/19/76	1,210,333	06/12/84	Lic./Assig: Weigh Dropped per TWL 11.22.96
Load Cell	Canada	W0505-995310	Issued	286443	09/09/77	1,095,095	02/03/81	Lic./Assig: Natio
Load Cell	Switzerland	W0505-995311	Abandoned	10824/77	09/05/77	0620028	10/31/80	Lic./Assig: Natio Ab'd per memo from TWL 9/6/96
Load Cell	Canada	W0505-995330	Allowed	2133456	10/02/92	---	---	Lic./Assig: Weigh
Load Cell	China	W0505-995331	Published	93101220.1	04/03/92	---	---	Lic./Assig: Weigh Expires 2/15/13
Load Cell	Japan	W0505-995332	Issued	517411/1993	10/03/94	2695291	9/12/97	Lic./Assig: Weigh Expires 10/2/12
Load Cell	Korea, South	W0505-995333	Issued	94-703475	10/04/94	235129	09/21/99	Lic./Assig: Weigh Annuities for 1 st 3 yrs have been paid
Load Cell	Mexico	W0505-995334	Registered	9301932	04/02/93	182317	08/06/96	Lic./Assig: Weigh Request for exam. Filed (due date of 2/28/95) Expires 4/2/13.
Load Cell	Taiwan	W0505-995337	Registered	82100368	01/20/93	NI-69007	11/21/94	Lic./Assig: Weigh Expires 1/20/13
Load Cell	South Africa	W0505-995338	Registered	92/8933	11/19/92	92/8933	07/27/94	Lic./Assig: Weigh Renewal fees due 11/19/95 annually, to be paid by CPI Expires

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Title	Country	Docket Number	Status	Application Number	Application Date	Patent No.	Issue Date	Other
								11/19/12
Electronic Force Sensing Load Cell	Taiwan	W0505-995354	Registered	82100372	01/20/93	NI-65346	03/01/94	Lic./Assig: Weigh Expires 11/19/12
Electronic Force Sensing Load Cell	South Africa	W0505-995355	Registered	92/8932	11/19/92	92/8932	07/27/94	Lic./Assig: Weigh Expires 11/19/12
Load Cell	European Patent Office	W0505-995370	Issued	93915146.0	12/12/95	0738383	10/01/97	Designated: DE, FR, GB, CH (w/ Lich.) Expires 5/27/13
Load Cell	France	W0505-995370	Issued	93915146.0	12/12/95	0738383	10/01/97	Designated: DE, FR, GB, CH (w/ Lich.)
Load Cell	Germany	W0505-995370	Issued	93915146.0	12/12/95	0738383	10/01/97	Designated: DE, FR, GB, CH (w/ Lich.)
Load Cell	Switzerland	W0505-995370	Issued	93915146.0	12/12/95	0738383	10/01/97	Designated: DE, FR, GB, CH (w/ Lich.)
Load Cell	United Kingdom	W0505-995370	Issued	93915146.0	12/12/95	0738383	10/01/97	Designated: DE, FR, GB, CH (w/ Lich.)
Load Cell Assembly With Linearization And Common Mode Discrimination Of Complementary Force-Responsive Signals	Patent Coop. Treaty	W0505-995460	Abandoned	PCT/IB96/0024	02/06/96	---	---	Lic./Assig: Weigh Was prev. PCT/IB01591, ab'd per memo from TWL 9/5/96
Composite Load Cell	Patent Coop. Treaty	W0505-995480	Abandoned	PCT/US96/0302	03/05/96	---	---	Lic./Assig: Weigh No national state filing per TWL
Forklift Scale with deformable members and Wheatstone bridge for measuring vertical loads	U.S.	991071	Issued			4,421,116		Expires 12/20/00
On-Board Vehicle Weighing Apparatus and Method	U.S.	991528	Issued	08/941,164		6,037,550	3/14/00	Expires 3/14/17

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Title	Country	Docket Number	Status	Application Number	Application Date	Patent No.	Issue Date	Other
Lift Truck Scale	Canada	995491	Pending	2,224,729				
Weightec	US		Issued			4,372,173	02/08/83	Expires 10/20/00
Weightec	Canada		Issued			1,167,664	05/12/84	Expires 10/13/01
Weightec	Europe		Issued			50387	04/28/82	Expires 10/14/01
Weightec	Japan		Issued			57108630	07/06/82	Expires 10/20/0
Weightec	US		Issued			4,724,351	02/09/88	Expires 02/09/05
Weightec	Canada		Issued			1,209,369	06/12/86	Expires 04/01/03
Weightec	Europe		Issued			114311	06/19/85	Expires 04/01/03
Weightec	Japan		Issued			60501527	09/12/85	Expires 04/01/03
Weightec	U.S.		Issued			4,448,546	05/15/84	Expires 05/15/01
Weightec	U.S.		Issued			4,459,042	07/10/84	Expires 08/26/03
Weightec	U.S.		Expired			4,479,391		Expired
Weightec	U.S.		Issued			4,384,495	05/24/83	Expires 11/17/00
Weightec	Canada		Issued			1,165,584	04/17/84	Expires 11/12/01
Weightec	Europe		Issued			52318	05/26/82	Expires 11/06/01
Weightec	Japan		Issued			57113835	07/14/82	Expires 11/17/01
Weightec	Mexico		Issued			154128	05/22/87	11/13/01
Weightec	U.S.		Issued			4,215,570	08/05/80	Expires 04/20/99
						1,137,213		Expired
Weightec	Canada		Expired			2454614	11/14/80	Expires 04/17/00
Weightec	France		Issued					
Weightec	Italy		Issued			1341921	10/08/86	Expires 04/17/00
Weightec	Japan		Issued			55142222	11/06/86	Expires 04/18/00
Weightec	Great Britain		Expired			2050692		Expired
Weightec	Germany		Issued			DE 3013185	10/30/81	Expires 04/03/00
Weightec	U.S.		Expired			4,321,500		Expired
Weightec	Canada		Issued			1,141,983	03/01/83	Expires 12/15/00
Weightec	Europe		Issued			30741	06/24/81	Expires 12/17/00
Weightec	Japan		Issued			56132534	10/16/81	Expires 12/17/00
Weightec	U.S.		Issued			4,406,966	09/27/83	Expires 09/27/00
Weightec	Canada		Expired			1,148,643		Expired
Weightec	Canada		Expired			1,165,830		Expired

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Title	Country	Docket Number	Status	Application Number	Application Date	Patent No.	Issue Date	Other
Weightec	Europe		Issued			33097	08/05/81	Expires 01/15/01
Weightec	Japan		Issued			56119519	09/19/81	Expires 01/27/01
Weightec	U.S.		Issued			4,592,663	06/03/86	Expires 01/10/04
Weightec	Canada		Issued			1,232,776	02/16/88	Expires 05/09/05
Weightec	Europe		Issued			161533	11/21/85	Expires 04/19/05
Weightec	Japan		Issued			60239638	11/28/85	Expires 05/08/05
Weightec	Japan		Issued			9205068	08/17/92	Expires 05/08/05
Weightec	U.S.		Expired			4,089,058		Expired
Weightec	Canada		Expired			1,099,107		Expired
Weightec	U.S.		Issued			4,454,770	06/19/84	Expires 12/24/01
Weightec	U.S.		Expired			3,742,418		Expired
Weightec	U.S.		Expired			4,064,744		Expired
Weightec	U.S.		Issued			4,751,849	06/21/88	Expires 06/21/05

(2) Patent Licenses:

- ScanSense: 8% royalty paid on specific products made for the ED2000 Dynamometer
- Euro Scale: 5% royalty paid for first three years on the manufacture of pallet jack scales to be introduced Fall 2000.

C. TRADEMARKS AND TRADEMARK LICENSES:

Mark	Country	App. #	App. Dt	Reg. #	Reg. Dt
WEIGH-TRONIX	Argentina	2188347	11/20/1998		
WEIGH-BAR	Australia	561576	08/14/1991		
WEIGH-TRONIX	Australia	558015	06/20/1991		
NCI & DESIGN	Canada	247066	01/15/1979	247066	06/27/1980
NCI NATIONAL CONTROLS, INC. & DESIGN	Canada	250295	07/17/1979	250295	09/12/1980
QDT & DESIGN	Canada	746,454	1/28/1994	472320	03/11/1997
QUARTZELL	Canada	746,453	1/28/1994	446215	08/18/1995
WEIGH-TRONIX	Canada	684189	06/20/1991	405321	11/20/1992
WEIGH-TRONIX	Chile	266419	02/15/1994	472929	11/28/1996
WEIGH-BAR	China	9300581	01/27/1993	686509	04/21/1994
WEIGH-TRONIX	China	93006152	02/01/1993	686509	04/21/1994
NCI & DESIGN	Denmark	1550/1980	12/21/1978	VR 1980	03/28/1980
				01550	
NCI & DESIGN	France	1080747	12/28/1978	1080747	12/28/1978
QDT & DESIGN	France	94500104	01/04/1994	94500104	06/17/1994
QUARTZELL	France	94500105	01/04/1994	94500105	06/17/1994

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Mark	Country	App. #	App. Dt	Reg. #	Reg. Dt
WEIGH-TRONIX (CHECK)	Germany	N 16483/9WZ	05/11/1979	1008702	02/10/1980
NCI & DESIGN					
QDT & DESIGN	Germany	W 45 384/9 WZ	12/23/1993	2087744	12/19/1994
QUARTZELL	Germany	W 45 3839 WZ	12/23/1993	2081533	10/19/1994
WEIGH-TRONIX	Italy	3583186	10/15/1976	758695	10/15/1976
NCI & DESIGN	Japan	95789	12/27/1978		
QDT & DESIGN	Japan	5-129613	12/24/1993	3282327	04/18/1997
QUARTZELL	Japan	5-129612	12/24/1993	3221032	11/29/1996
NCI & DESIGN	Mexico	276848	03/30/1982	276848	03/30/1982
WEIGH-TRONIX	Mexico	304441	08/12/1997		
WEIGH-TRONIX	New Zealand	210950	06/20/1991	210950	06/20/1991
NCI & DESIGN	Norway	783505	12/14/1978	113239	02/25/1983
NCI & DESIGN	Sweden	78-6323	12/13/1978	174087	10/24/1980
NCI & DESIGN	Switzerland	6237	12/22/1978	297794	04/25/1979
QDT & DESIGN	Switzerland	12839/1993.4	12/22/1978	417651	08/10/1995
QUARTZELL	Switzerland	12840/1993.4	12/22/1978	417695	08/14/1995
NCI & DESIGN	United Kingdom	1111272	03/19/1979		
NCI & DESIGN	United Kingdom	2002048	11/12/1994		
QDT & DESIGN	United Kingdom	1558238	09/16/1993	1558238	07/14/1995
QUARTZELL	United Kingdom	1558265	08/09/1993	1558265	05/05/1995
SIMPOSER	United Kingdom	2011483	02/17/1995	2011483	12/13/1996
BRIDGEMONT	USA	75/247379	02/25/1997	2203258	11/10/1998
CAPTAIN HOOK	USA	75/015315	11/06/1995	2080081	07/15/1997
DIGICELL	USA	73/3004	10/09/1973	1001468	01/14/1975
DIGIFLEX	USA	416124	02/22/1972	960857	06/12/1973
DILLON	USA	72/026251	03/15/1957	663439	06/24/1958
DILLON & DESIGN	USA	72/063642	12/04/1958	685908	09/29/1959
DILLON (STYLIZED)	USA	72/063640	12/04/1958	683243	08/11/1959
DURABRIDGE	USA	75/031410	12/12/1995	2139496	2/24/1998
DYNASWITCH	USA	72/063641	12/04/1958	701318	07/19/1960
NCI & DESIGN	USA	73/164266	03/30/1978	1104258	10/17/1978
NCI & KEYPUNCH DESIGN	USA	73/382821	02/03/1971	954405	03/06/1973
NCI NATIONAL CONTROLS & KEYPUNCH DESIGN	USA	73/382820	02/03/1971	988896	07/23/1974
QDT & DESIGN	USA	74/436243	09/16/1993	1988835	07/23/1996
QUANTROL	USA	75/815741	10/05/1999		
QUARTZELL	USA	74/422430	08/09/1993	1898029	06/06/1995
SALTER(STYLIZED)	USA	73/424813	05/06/1983	1300189	10/06/1984
SIMPOSER	USA	74/562249	08/17/1994	1939481	12/05/1995
SIMULCAST	USA	75/274297	04/14/1997	2207618	12/01/1998
STEELBRIDGE	USA	73/260782	05/05/1980	1174940	10/27/1981
U-MAIL	USA	75/069830	03/11/1996	2062908	05/20/1997
WEIGH BAR	USA	73/685674	09/22/1987	1490013	05/31/1988
WEIGH-TRONIX	USA	73/113188	01/21/1977	1094298	06/27/1978
WINSCALE	USA	74/652067	03/27/1995	1954983	02/06/1996
WINSCALE	USA	75/376583	10/21/1997		
XL	USA	72/394780	06/14/1971	942345	09/05/1972

II. WEIGH-TRONIX, LLC

A. COPYRIGHTS AND COPYRIGHT LICENSES:

None.

C. PATENTS AND PATENT LICENSES:

None.

D. TRADEMARKS AND TRADEMARK LICENSES:

None.

III. MECMESIN, INC.

A. COPYRIGHTS AND COPYRIGHT LICENSES:

None.

B. PATENTS AND PATENT LICENSES:

None.

C. TRADEMARKS AND TRADEMARK LICENSES:

None.

IV. BERKEL USA, INC.

A. COPYRIGHTS AND COPYRIGHT LICENSES:

None.

B. PATENTS AND PATENT LICENSES:

None.

C. TRADEMARKS AND TRADEMARK LICENSES:

None.

V. BERKEL INCORPORATED

A. COPYRIGHTS AND COPYRIGHT LICENSES:

None.

B. PATENTS AND PATENT LICENSES:

Reference:	Country:	Appn. No.	Date:	Pat. No.
Slicing Machine Life Arrangement	United States	US 5245898	09/21/93	

C. TRADEMARKS AND TRADEMARK LICENSES:

(1) Trademarks:

Mark	Country	Number	Classes	Status
BERKEL	U.S. FEDERAL	1179956	9	Registered
BERKEL	U.S. FEDERAL	1178508	37	Registered
BERKEL	U.S. FEDERAL	1097155	4	Expired
BERKEL	U.S. FEDERAL	1011424	9	Expired
THE SMART SCALE BERKEL	U.S. FEDERAL	1078299	9	Cancelled
US BERKEL	U.S. FEDERAL	0958860	7	Expired

(2) Trademark Licenses:

Maatschappij van Berkel's Patent BV has granted licenses to use the trademark "BERKEL" to Berkel Incorporated, Berkel Products Co. Limited, Schember Berkel GmbH, Berkel Deutschland GmbH, Van Berkel Nederland BV, Berkel NV/SA, Berkel Productti Rotterdam BV, Berkel (Ireland) Limited, Breveitt Van Berkel SpA, Berkel SA and GEC Avery Limited dated J November 11, 1999. These agreements terminate if Maatschappij van Berkel's Patent BV ceases to own 100% of the licensees.

VI. WEIGH-TRONIX DELAWARE, INC.

A. COPYRIGHTS AND COPYRIGHT LICENSES:

None.

B. PATENTS AND PATENT LICENSES:

None.

C. TRADEMARKS AND TRADEMARK LICENSES:

None.

EXISTING PRIOR LIENS

Equipment liens represent lease notice filings related to equipment leased by the relevant Subsidiary and not purchase money filings.

Weigh-Tronix, Inc.

Jurisdiction	Secured Party	Filing Information	Collateral
Minnesota Secretary of State thru April 26, 2000	Faribault Federal Savings Bank	No. 1841323 filed April 19, 1996	Leased Equipment— Canon Fax LC-7500
	Fairbault Federal Savings Bank	No. 1866433 filed July 25, 1966	Leased Equipment— Canon NP-6050 Copier Canon NP-6050 20 2in S/S Ditek Surge Protection
	1 st United Bank	No. 1939812 filed May 8, 1997	Leased Equipment— Canon L-7500 Facsimile Ditek Surge Protector
	1st United Bank	No. 1923772 filed March 12, 1997	Leased Equipment— Canon NP-6025 Copier Canon RDF-C1 Document Feeder Canon Duplex Pedestal A Canon Duplex Kit Canon MS-B1 Sorter Canon Sorter Kit Ditek Surge Protection
	1st United Bank	No. 2048750 filed June 29, 1998	Leased Equipment— Canon NP6050 Copier Canon E2 Sorter/Stapler iEPS Surge Protector
	1st United Bank	No. 20616831 filed August 17, 1998	Leased Equipment— Canon L9000 Facsimile
	Valachy Leasing, Inc.	No. 2070529 filed September 23, 1998	Leased Equipment— 320 IAS4 Ascom Mail Machine AH Electronic Scale
	1st United Bank	No. 2098400 filed January 15, 1999	Leased Equipment— Canon Laser Class Fax 9000
	1st United Bank	No. 2098401 filed January 15, 1999	Leased Equipment— Canon NP6035 Copier Canon RDF-C1 Document

Jurisdiction	Secured Party	Filing Information	Collateral
	1st United Bank	No. 21327481 filed May 20, 1999	Feeder Canon D2 10 Bin Sorter/Stapler Canon B1 Pedestal with Duplexing Canon MS-B1 Sorter/Stapler Kit Canon Duplexing Unit Kit Canon DTK-1Fx Surge Suppressor Leased Equipment— Canon NP6050 Copier Canon 20-bin sorter/staplerE2 Leased Equipment— Canon H12-1012-210 LaserClass 8500 Facsimile
	1st United Bank	No. 21422781 filed June 25, 1999	

Berkel Incorporated

Indiana Secretary of State	Freeman-Spicer Leasing & Ins., assigned to 1 st Source Bank	No. 2064128 filed June 28, 1996, assigned by No. 2197186	Leased Equipment— 2 Lanier 6745 Copiers 2 Lanier SF-55 Sorter- Finisher 2 Lanier RADF-40 2 Lanier SS35 Systems Stands
	General Electric Capital Corporation	No. 2158448 filed Nov. 21, 1997	Leased Equipment— 1 Lanier 7365 Copier 1 Inkless Riso Cylinder Lanier Multi-Stapling Sorter RISO Digital Duplicator

Mesmesin, Inc. - None

Weigh-Tronix Delaware, Inc. - None

Berkel USA Inc. - None

Weigh-Tronix, LLC - None

Annex 1 to
Guarantee and Collateral Agreement

ASSUMPTION AGREEMENT, dated as of _____, 200_, made by _____, a _____ (the "Additional Grantor"), in favor of FLEET NATIONAL BANK, as administrative agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions (the "Lenders") parties to the Credit Agreement referred to below. All capitalized terms not defined herein shall have the meaning ascribed to them in such Credit Agreement.

WITNESSETH:

WHEREAS, WEIGH-TRONIX, LLC, a Delaware limited liability company ("Holdings"), SWT FINANCE B.V., a limited liability company organized under the laws of the Netherlands (the "Borrower"), WEIGH-TRONIX CANADA, ULC a Canadian unlimited liability company (the "Canadian Borrower" and collectively with the Borrower, the "Borrowers"), the Lenders, the Administrative Agent and others have entered into an Amended and Restated Credit Agreement, dated as of June 13, 2000 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantors (other than the Additional Grantor) have entered into the Guarantee and Collateral Agreement, dated as of June 13, 2000 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the Administrative Agent for the benefit of the Lenders;

WHEREAS, the Credit Agreement requires the Additional Grantor to become a party to the Guarantee and Collateral Agreement; and

WHEREAS, the Additional Grantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Guarantee and Collateral Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Guarantee and Collateral Agreement. By executing and delivering this Assumption Agreement, the Additional Grantor, as provided in Section 8.14 of the Guarantee and Collateral Agreement, hereby becomes a party to the Guarantee and Collateral Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Grantor thereunder. The information set forth in Annex 1-A hereto is hereby added to the information set forth in Schedules _____ to the Guarantee and Collateral Agreement. The Additional Grantor hereby represents and warrants that each of the representations and warranties contained in Section 4 of the

Guarantee and Collateral Agreement is true and correct on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date.

2. GOVERNING LAW. THIS ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

[ADDITIONAL GRANTOR]

By: _____

Name:

Title:

Annex II
to
Guarantee and Collateral Agreement

ACKNOWLEDGEMENT AND CONSENT

The undersigned hereby acknowledges receipt of a copy of the Guarantee and Collateral Agreement dated as of June 13, 2000 (the "Agreement"), made by the Grantors parties thereto for the benefit of FLEET NATIONAL BANK, as Administrative Agent. The undersigned agrees for the benefit of the Administrative Agent and the Lenders as follows:

1. The undersigned will be bound by the terms of the Agreement and will comply with such terms insofar as such terms are applicable to the undersigned.
2. The undersigned will notify the Administrative Agent promptly in writing of the occurrence of any of the events described in Section 5.8(a) of the Agreement.
3. The terms of Sections 6.3(a) and 6.7 of the Agreement shall apply to it, mutatis mutandis, with respect to all actions that may be required of it pursuant to Section 6.3(a) or 6.7 of the Agreement.

[NAME OF ISSUER]

By _____

Title _____

Address for Notices:

Fax: _____

FORM OF COMPLIANCE CERTIFICATE

This Compliance Certificate is delivered to you pursuant to Section 6.2 of the Amended and Restated Credit Agreement, dated as of June 13, 2000, as amended, supplemented or modified from time to time (the "Credit Agreement"), among WEIGH-TRONIX, LLC, a Delaware limited liability company ("Holdings"), SWT FINANCE B.V., a limited liability company organized under the laws of the Netherlands (the "Borrower"), WEIGH-TRONIX CANADA, ULC a Canadian unlimited liability company (the "Canadian Borrower" and collectively with the Borrower, the "Borrowers"), the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), LEHMAN BROTHERS INC., as sole advisor, LEHMAN BROTHERS INC. and FLEETBOSTON ROBERTSON STEPHENS INC. as co-arrangers and co-book managers (in such capacity, the "Arrangers"), LEHMAN COMMERCIAL PAPER INC., as syndication agent (in such capacity, the "Syndication Agent") and FLEET NATIONAL BANK, as administrative agent and security agent (in such capacity, the "Administrative Agent"). Terms defined in the Credit Agreement and not otherwise defined herein are used herein with the meanings so defined.

1. I am the duly elected, qualified and acting [Chief Financial Officer] [Vice President - Finance] of the Borrower.
2. I have reviewed and are familiar with the contents of this Certificate.
3. I have reviewed the terms of the Credit Agreement and the Loan Documents and have made or caused to be made under my supervision, a review in reasonable detail of the transactions and condition of the Borrower during the accounting period covered by the financial statements attached hereto as Attachment 1 (the "Financial Statements"). Such review did not disclose the existence during or at the end of the accounting period covered by the Financial Statements, and I have no knowledge of the existence, as of the date of this Certificate, of any condition or event which constitutes a Default or Event of Default [, except as set forth below].
4. Attached hereto as Attachment 2 are the computations showing compliance with the covenants set forth in Section 7.1, 7.2, 7.5 7.6 and 7.7 of the Credit Agreement

IN WITNESS WHEREOF, I execute this Certificate this _____ day of _____,

200__.

SWT FINANCE B.V.

By: _____
Name:
Title:

WEIGH-TRONIX CANADA, ULC

By: _____
Name:
Title:

The information described herein is as of _____, 200____,
and pertains to the period from _____, 200____ to _____, 200____.

[Set forth Covenant Calculations]

FORM OF CLOSING CERTIFICATE

Pursuant to subsection 5.1(1) of the Amended and Restated Credit Agreement dated as of June 13, 2000 (the "Credit Agreement"; terms defined therein being used herein as therein defined), among WEIGH-TRONIX, LLC, a Delaware limited liability company ("Holdings"), SWT FINANCE B.V., a limited liability company organized under the laws of the Netherlands (the "Borrower"), WEIGH-TRONIX CANADA, ULC, a Canadian unlimited liability company (the "Canadian Borrower" and collectively with the Borrower, the "Borrowers"), the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), LEHMAN BROTHERS INC., as sole advisor, LEHMAN BROTHERS INC. and FLEETBOSTON ROBERTSON STEPHENS INC. as co-arrangers and co-book managers (in such capacity, the "Arrangers"), LEHMAN COMMERCIAL PAPER INC., as syndication agent (in such capacity, the "Syndication Agent") and FLEET NATIONAL BANK, as administrative agent and security agent (in such capacity, the "Administrative Agent"), the undersigned [INSERT TITLE OF OFFICER] of [INSERT NAME OF COMPANY] (the "Company") hereby certifies as follows:

1. The representations and warranties of the Company set forth in each of the Loan Documents to which it is a party or which are contained in any certificate furnished by or on behalf of the Company pursuant to any of the Loan Documents to which it is a party are true and correct in all material respects on and as of the date hereof with the same effect as if made on the date hereof, except for representations and warranties expressly stated to relate to a specific earlier date, in which case such representations and warranties were true and correct in all material respects as of such earlier date.
2. _____ is the duly elected and qualified Corporate Secretary of the Company and the signature set forth for such officer below is such officer's true and genuine signature.
3. No Default or Event of Default has occurred and is continuing as of the date hereof or after giving effect to the Loans to be made on the date hereof. [Borrower only]
4. The conditions precedent set forth in Section 4.1 of the Credit Agreement were satisfied as of the Closing Date except as set forth on Schedule I hereto. [Borrower only]

The undersigned Corporate Secretary of the Company certifies as follows:

5. There are no liquidation or dissolution proceedings pending or to my knowledge threatened against the Company, nor has any other event occurred adversely affecting or threatening the continued corporate existence of the Company.
6. The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its organization.
7. Attached hereto as Annex 1 is a true and complete copy of resolutions duly adopted by the Board of Directors of the Company on _____; such resolutions

have not in any way been amended, modified, revoked or rescinded, have been in full force and effect since their adoption to and including the date hereof and are now in full force and effect and are the only corporate proceedings of the Company now in force relating to or affecting the matters referred to therein.

8. Attached hereto as Annex 2 is a true and complete copy of the By-Laws of the Company as in effect on the date hereof.
9. Attached hereto as Annex 3 is a true and complete copy of the Certificate of Incorporation of the Company as in effect on the date hereof, and such certificate has not been amended, repealed, modified or restated.
10. The following persons are now duly elected and qualified officers of the Company holding the offices indicated next to their respective names below, and such officers have held such offices with the Company at all times since the date indicated next to their respective titles to and including the date hereof, and the signatures appearing opposite their respective names below are the true and genuine signatures of such officers, and each of such officers is duly authorized to execute and deliver on behalf of the Company each of the Loan Documents to which it is a party and any certificate or other document to be delivered by the Company pursuant to the Loan Documents to which it is a party:

<u>Name</u>	<u>Office</u>	<u>Date</u>	<u>Signature</u>
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IN WITNESS WHEREOF, the undersigned have hereunto set our names as of the date set forth below.

_____	_____
Name:	Name:
Title:	Title:

Date: _____, 200__

SCHEDULE I

[Waived Conditions Precedent]

**[Describe any conditions precedent waived on
Closing Date and terms of any waiver]**

[Board Resolutions]

[Certificate of Incorporation]

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FORM OF ASSIGNMENT AND ACCEPTANCE

Reference is made to the Amended and Restated Credit Agreement, dated as of June 13, 2000 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among WEIGH-TRONIX, LLC, a Delaware limited liability company ("Holdings"), SWT FINANCE B.V., a limited liability company organized under the laws of the Netherlands (the "Borrower"), WEIGH-TRONIX CANADA, ULC, a Canadian unlimited liability company (the "Canadian Borrower" and collectively with the Borrower, the "Borrowers"), the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), LEHMAN BROTHERS INC., as sole advisor, LEHMAN BROTHERS INC. and FLEETBOSTON ROBERTSON STEPHENS INC. as co-arrangers and co-book managers (in such capacity, the "Arrangers"), LEHMAN COMMERCIAL PAPER INC., as syndication agent (in such capacity, the "Syndication Agent") and FLEET NATIONAL BANK, as administrative agent and security agent (in such capacity, the "Administrative Agent"). Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

The Assignor identified on Schedule I hereto (the "Assignor") and the Assignee identified on Schedule I hereto (the "Assignee") agree as follows:

1. The Assignor hereby irrevocably sells and assigns to the Assignee without recourse to the Assignor, and the Assignee hereby irrevocably purchases and assumes from the Assignor without recourse to the Assignor, as of the Effective Date (as defined below), the interest described in Schedule I hereto (the "Assigned Interest") in and to the Assignor's rights and obligations under the Credit Agreement with respect to those credit facilities contained in the Credit Agreement as are set forth on Schedule I hereto (individually, an "Assigned Facility"; collectively, the "Assigned Facilities"), in a principal amount for each Assigned Facility as set forth on Schedule I hereto.

2. The Assignor (a) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement or with respect to the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement, any other Loan Document or any other instrument or document furnished pursuant thereto, other than that the Assignor has not created any adverse claim upon the interest being assigned by it hereunder and that such interest is free and clear of any such adverse claim; (b) with respect to each Borrower, makes no representation or warranty and assumes no responsibility with respect to the financial condition of such Borrower, any Subsidiary thereof or any other obligor or the performance or observance by such Borrower, any Subsidiary thereof or any other obligor of any of their respective obligations under the Credit Agreement or any other Loan Document or any other instrument or document furnished pursuant hereto or thereto; and (c) attaches any Notes held by it evidencing the Assigned Facilities and (i) requests that the Administrative Agent, upon request by the Assignee, exchange the attached Notes for a new Note or Notes payable to the Assignee and (ii) if the Assignor has retained any interest in the Assigned Facility, requests that the Administrative Agent exchange the attached Notes for a new Note or Notes payable to the Assignor, in each case in amounts which reflect the assignment being made hereby (and after giving effect to any other assignments which have become effective on the Effective Date).

3. The Assignee (a) represents and warrants that it is legally authorized to enter into this Assignment and Acceptance; (b) confirms that it has received a copy of the Credit Agreement, together with copies of the financial statements delivered pursuant to subsection 4.1 thereof and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Acceptance; (c) agrees that it will, independently and without reliance upon the Assignor, the Agents or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement, the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto; (d) appoints and authorizes the Agents to take such action as agent on its behalf and to exercise such powers and discretion under the Credit Agreement, the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto as are delegated to the Agents by the terms thereof, together with such powers as are incidental thereto; and (e) agrees that it will be bound by the provisions of the Credit Agreement and will perform in accordance with its terms all the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender including, if it is organized under the laws of a jurisdiction outside the United States, its obligation pursuant to subsection 2.22(d) of the Credit Agreement.

4. The effective date of this Assignment and Acceptance shall be the Effective Date of Assignment described in Schedule 1 hereto (the "Effective Date"). Following the execution of this Assignment and Acceptance, it will be delivered to the Administrative Agent for acceptance by it and recording by the Administrative Agent pursuant to the Credit Agreement, effective as of the Effective Date (which shall not, unless otherwise agreed to by the Administrative Agent, be earlier than five Business Days after the date of such acceptance and recording by the Administrative Agent).

5. Upon such acceptance and recording, from and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) [to the Assignor for amounts which have accrued to the Effective Date and to the Assignee for amounts which have accrued subsequent to the Effective Date] [to the Assignee whether such amounts have accrued prior to the Effective Date or accrue subsequent to the Effective Date. The Assignor and the Assignee shall make all appropriate adjustments in payments by the Agent for periods prior to the Effective Date or with respect to the making of this assignment directly between themselves.]

6. From and after the Effective Date, (a) the Assignee shall be a party to the Credit Agreement and, to the extent provided in this Assignment and Acceptance, have the rights and obligations of a Lender thereunder and under the other Loan Documents and shall be bound by the provisions thereof and (b) the Assignor shall, to the extent provided in this Assignment and Acceptance, relinquish its rights and be released from its obligations under the Credit Agreement.

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

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Acceptance to be executed as of the date first above written by their respective duly authorized officers on Schedule 1 hereto.

Schedule 1
to Assignment and Acceptance

Name of Assignor: _____

Name of Assignee: _____

Effective Date of Assignment: _____

<u>Credit Facility Assigned</u>	<u>Principal Amount Assigned</u>	<u>Commitment Percentage Assigned¹</u>
	\$ _____	_____ %

[Name of Assignee]

[Name of Assignor]

By: _____
Title:

By: _____
Title:

Accepted:

FLEET NATIONAL BANK, as
Administrative Agent

Consented To:

WEIGH-TRONIX, LLC

By: _____
Title:

By: _____
Title:

FLEET NATIONAL BANK, as
Administrative Agent

By: _____
Title:

1. Calculate the Commitment Percentage that is assigned to at least 15 decimal places and show as a percentage of the aggregate commitments of all Lenders.



0408M5L-GUA

FORM OF TERM NOTE

THIS NOTE AND THE OBLIGATIONS REPRESENTED HEREBY MAY NOT BE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS AND PROVISIONS OF THE CREDIT AGREEMENT REFERRED TO BELOW. TRANSFERS OF THIS NOTE AND THE OBLIGATIONS REPRESENTED HEREBY MUST BE RECORDED IN THE REGISTER MAINTAINED BY THE ADMINISTRATIVE AGENT PURSUANT TO THE TERMS OF SUCH CREDIT AGREEMENT.

[S][£] _____

New York, New York
June 13, 2000

FOR VALUE RECEIVED, the undersigned, [SWT FINANCE B.V., a limited liability company organized under the laws of the Netherlands (the "Borrower") [WEIGH-TRONIX CANADA, ULC, a Canadian unlimited liability company (the "Canadian Borrower")], hereby unconditionally promises to pay to _____ (the "Lender") or its registered assigns at the Payment Office specified in the Credit Agreement (as hereinafter defined) in lawful money of the [United States][United Kingdom] and in immediately available funds, the principal amount of (a) _____ [DOLLARS][STERLING] ([S][£] _____), or, if less, (b) the unpaid principal amount of the Tranche [A] [B] Term Loan made by the Lender pursuant to Section 2.1 of the Credit Agreement. The principal amount shall be paid in the amounts and on the dates specified in Section 2.3 of the Credit Agreement. The [Canadian] Borrower further agrees to pay interest in like money at such office on the unpaid principal amount hereof from time to time outstanding at the rates and on the dates specified in Section 2.17 of the Credit Agreement.

The holder of this Note is authorized to endorse on the schedules annexed hereto and made a part hereof or on a continuation thereof which shall be attached hereto and made a part hereof the date, Type and amount of the Tranche [A] [B] Term Loan and the date and amount of each payment or prepayment of principal with respect thereto, each conversion of all or a portion thereof to another Type, each continuation of all or a portion thereof as the same Type and, in the case of Eurocurrency Loans, the length of each Interest Period with respect thereto. Each such endorsement shall constitute prima facie evidence of the accuracy of the information endorsed. The failure to make any such endorsement or any error in any such endorsement shall not affect the obligations of the [Canadian] Borrower in respect of the Tranche [A] [B] Term Loan.

This Note (a) is one of the Term Notes referred to in the Amended and Restated Credit Agreement dated as of June 13, 2000 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among WEIGH-TRONIX, LLC, a Delaware limited liability company, the Borrowers, the Lenders, the other banks and financial institutions or entities from time to time parties thereto, FLEET NATIONAL BANK, as administrative agent and security agent (in such capacity, the "Administrative Agent"), LEHMAN BROTHERS INC., as sole advisor, LEHMAN BROTHERS INC. and FLEETBOSTON ROBERTSON STEPHENS INC. as co-arrangers and co-book managers (in such capacity, the "Arrangers"), and LEHMAN COMMERCIAL PAPER INC., as syndication agent (in such capacity, the "Syndication Agent"), (b) is subject to the provisions of the Credit Agreement and (c) is subject to optional and mandatory prepayment in whole or

in part as provided in the Credit Agreement. This Note is secured and guaranteed as provided in the Loan Documents. Reference is hereby made to the Loan Documents for a description of the properties and assets in which a security interest has been granted, the nature and extent of the security and the guarantees, the terms and conditions upon which the security interests and each guarantee were granted and the rights of the holder of this Note in respect thereof.

Upon the occurrence of any one or more of the Events of Default, all principal and all accrued interest then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable, all as provided in the Credit Agreement.

All parties now and hereafter liable with respect to this Note, whether maker, principal, surety, guarantor, endorser or otherwise, hereby waive presentment, demand, protest and all other notices of any kind.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE CREDIT AGREEMENT, THIS NOTE MAY NOT BE TRANSFERRED EXCEPT PURSUANT TO AND IN ACCORDANCE WITH THE REGISTRATION AND OTHER PROVISIONS OF SECTION 10.6 OF THE CREDIT AGREEMENT.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SWT FINANCE B.V.][WEIGH-TRONIX
CANADA, ULC]

By: _____
Name:
Title:

[illegible]
$$y(t, \{x_i\}) = y(t, x) = A(t)A^{-1}(t_0)x(t_0).$$

[illegible]

FORM OF REVOLVING CREDIT NOTE

THIS NOTE AND THE OBLIGATIONS REPRESENTED HEREBY MAY NOT BE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS AND PROVISIONS OF THE CREDIT AGREEMENT REFERRED TO BELOW. TRANSFERS OF THIS NOTE AND THE OBLIGATIONS REPRESENTED HEREBY MUST BE RECORDED IN THE REGISTER MAINTAINED BY THE ADMINISTRATIVE AGENT PURSUANT TO THE TERMS OF SUCH CREDIT AGREEMENT.

\$ _____

New York, New York
June 13, 2000

FOR VALUE RECEIVED, the undersigned, SWT FINANCE B.V., a limited liability company organized under the laws of the Netherlands (the "Borrower"), hereby unconditionally promises to pay to _____ (the "Lender") or its registered assigns at the Payment Office specified in the Credit Agreement (as hereinafter defined) in lawful money of the United States and in immediately available funds, on the Revolving Credit Termination Date the principal amount of (a) _____ DOLLARS (\$____), or, if less, (b) the aggregate unpaid principal amount of all Revolving Credit Loans made by the Lender to the Borrower pursuant to Section 2.4 of the Credit Agreement. The Borrower further agrees to pay interest in like money at such Payment Office on the unpaid principal amount hereof from time to time outstanding at the rates and on the dates specified in Section 2.17 of the Credit Agreement.

The holder of this Note is authorized to endorse on the schedules annexed hereto and made a part hereof or on a continuation thereof which shall be attached hereto and made a part hereof the date, Type and amount of each Revolving Credit Loan made pursuant to the Credit Agreement and the date and amount of each payment or prepayment of principal thereof, each continuation thereof, each conversion of all or a portion thereof to another Type and, in the case of Eurocurrency Loans, the length of each Interest Period with respect thereto. Each such endorsement shall constitute prima facie evidence of the accuracy of the information endorsed. The failure to make any such endorsement or any error in any such endorsement shall not affect the obligations of the Borrower in respect of any Revolving Credit Loan.

This Note (a) is one of the Revolving Credit Notes referred to in the Amended and Restated Credit Agreement dated as of June 13, 2000 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among WEIGH-TRONIX, LLC, a Delaware limited liability company, the Borrowers, the Lenders, the other banks and financial institutions or entities from time to time parties thereto, FLEET NATIONAL BANK, as administrative agent and security agent (in such capacity, the "Administrative Agent"), LEHMAN BROTHERS INC., as sole advisor, LEHMAN BROTHERS INC. and FLEETBOSTON ROBERTSON STEPHENS INC. as co-arrangers and co-book managers (in such capacity, the "Arrangers"), and LEHMAN COMMERCIAL PAPER INC., as syndication agent (in such capacity, the "Syndication Agent"), (b) is subject to the provisions of the Credit

Agreement and (c) is subject to optional and mandatory prepayment in whole or in part as provided in the Credit Agreement. This Note is secured and guaranteed as provided in the Loan Documents. Reference is hereby made to the Loan Documents for a description of the properties and assets in which a security interest has been granted, the nature and extent of the security and the guarantees, the terms and conditions upon which the security interests and each guarantee were granted and the rights of the holder of this Note in respect thereof.

Upon the occurrence of any one or more of the Events of Default, all principal and all accrued interest then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable, all as provided in the Credit Agreement.

All parties now and hereafter liable with respect to this Note, whether maker, principal, surety, guarantor, endorser or otherwise, hereby waive presentment, demand, protest and all other notices of any kind.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE CREDIT AGREEMENT, THIS NOTE MAY NOT BE TRANSFERRED EXCEPT PURSUANT TO AND IN ACCORDANCE WITH THE REGISTRATION AND OTHER PROVISIONS OF SECTION 10.6 OF THE CREDIT AGREEMENT.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SWT FINANCE B.V.

By: _____

Name:

Title:

LOANS, CONVERSIONS AND REPAYMENTS OF BASE RATE LOANS

[illegible]

[illegible]

05313-1257-08060-A0418M5L-GUA

FORM OF SWING LINE NOTE

THIS NOTE AND THE OBLIGATIONS REPRESENTED HEREBY MAY NOT BE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS AND PROVISIONS OF THE CREDIT AGREEMENT REFERRED TO BELOW. TRANSFERS OF THIS NOTE AND THE OBLIGATIONS REPRESENTED HEREBY MUST BE RECORDED IN THE REGISTER MAINTAINED BY THE ADMINISTRATIVE AGENT PURSUANT TO THE TERMS OF SUCH CREDIT AGREEMENT.

\$ _____

New York, New York
June 13, 2000

FOR VALUE RECEIVED, the undersigned, SWT FINANCE B.V., a limited liability company organized under the laws of the Netherlands (the "Borrower"), hereby unconditionally promises to pay to _____ (the "Swing Line Lender") or its registered assigns at the Payment Office specified in the Credit Agreement (as hereinafter defined) in lawful money of the United States and in immediately available funds, on the Revolving Credit Termination Date the principal amount of (a) _____ DOLLARS (\$ _____), or, if less, (b) the aggregate unpaid principal amount of all Swing Line Loans made by the Swing Line Lender to the Borrower pursuant to Section 2.8 of the Credit Agreement, as hereinafter defined. The Borrower further agrees to pay interest in like money at such office on the unpaid principal amount hereof from time to time outstanding at the rates and on the dates specified in Section 2.17 of such Credit Agreement.

The holder of this Note is authorized to endorse on the schedules annexed hereto and made a part hereof or on a continuation thereof which shall be attached hereto and made a part hereof the date and amount of each Swing Line Loan made pursuant to the Credit Agreement and the date and amount of each payment or prepayment of principal thereof. Each such endorsement shall constitute prima facie evidence of the accuracy of the information endorsed. The failure to make any such endorsement or any error in any such endorsement shall not affect the obligations of the Borrower in respect of any Swing Line Loan.

This Note (a) is the Swing Line Note referred to in the Amended and Restated Credit Agreement dated as of June 13, 2000 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among WEIGH-TRONIX, LLC, a Delaware limited liability company, the Borrowers, the Lenders, the other banks and financial institutions or entities from time to time parties thereto, FLEET NATIONAL BANK, as administrative agent and security agent (in such capacity, the "Administrative Agent"), LEHMAN BROTHERS INC., as sole advisor, LEHMAN BROTHERS INC. and FLEETBOSTON ROBERTSON STEPHENS INC. as co-arrangers and co-book managers (in such capacity, the "Arrangers"), and LEHMAN COMMERCIAL PAPER INC., as syndication agent (in such capacity, the "Syndication Agent"), (b) is subject to the provisions of the Credit Agreement and (c) is subject to optional and mandatory prepayment in whole or in part as provided in the Credit Agreement. This Note is secured and guaranteed as provided in the Loan Documents. Reference is hereby made to the Loan Documents for a description of the properties and assets in which a security interest has been granted, the nature and extent of the security and the

guarantees, the terms and conditions upon which the security interests and each guarantee were granted and the rights of the holder of this Note in respect thereof.

Upon the occurrence of any one or more of the Events of Default, all principal and all accrued interest then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable, all as provided in the Credit Agreement.

All parties now and hereafter liable with respect to this Note, whether maker, principal, surety, guarantor, endorser or otherwise, hereby waive presentment, demand, protest and all other notices of any kind.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE CREDIT AGREEMENT, THIS NOTE MAY NOT BE TRANSFERRED EXCEPT PURSUANT TO AND IN ACCORDANCE WITH THE REGISTRATION AND OTHER PROVISIONS OF SECTION 10.6 OF THE CREDIT AGREEMENT.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SWT FINANCE B.V.

By: _____
Name:
Title:

FORM OF EXEMPTION CERTIFICATE

Reference is made to the Amended and Restated Credit Agreement, dated as of June 13, 2000 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among WEIGH-TRONIX, LLC, a Delaware limited liability company, SWT FINANCE B.V., a limited liability company organized under the laws of the Netherlands (the "Borrower"), WEIGH-TRONIX CANADA, ULC a Canadian unlimited liability company (the "Canadian Borrower") and collectively with the Borrower, the "Borrowers"), the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), LEHMAN BROTHERS INC., as sole advisor, LEHMAN BROTHERS INC. and FLEETBOSTON ROBERTSON STEPHENS INC. as co-arrangers and co-book managers (in such capacity, the "Arrangers"), LEHMAN COMMERCIAL PAPER INC., as syndication agent (in such capacity, the "Syndication Agent"), and FLEET NATIONAL BANK, as administrative agent and security agent (in such capacity, the "Administrative Agent"). Capitalized terms used herein that are not defined herein shall have the meanings ascribed to them in the Credit Agreement. _____ (the "Non-U.S. Lender") is providing this certificate pursuant to subsection 2.22 of the Credit Agreement. The Non-U.S. Lender hereby represents and warrants that:

The Non-U.S. Lender is the sole record and beneficial owner of the Loans or the obligations evidenced by Note(s) in respect of which it is providing this certificate.

The Non-U.S. Lender is not a "bank" for purposes of Section 881(c)(3)(A) of the Internal Revenue Code of 1986, as amended (the "Code"). In this regard, the Non-U.S. Lender further represents and warrants that:

- (a) the Non-U.S. Lender is not subject to regulatory or other legal requirements as a bank in any jurisdiction; and
- (b) the Non-U.S. Lender has not been treated as a bank for purposes of any tax, securities law or other filing or submission made to any Governmental Authority, any application made to a rating agency or qualification for any exemption from tax, securities law or other legal requirements;

3. The Non-U.S. Lender is not a 10-percent shareholder of either of the Borrowers within the meaning of Section 881(c)(3)(B) of the Code; and

4. The Non-U.S. Lender is not a controlled foreign corporation receiving interest from a related person within the meaning of Section 881(c)(3)(C) of the Code.

IN WITNESS WHEREOF, the undersigned has duly executed this certificate.

[NAME OF NON-U.S. LENDER]

By: _____

Name:

Title:

Date: _____

FORM OF LENDER ADDENDUM

Reference is made to the Amended and Restated Credit Agreement, dated as of June 13, 2000 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among WEIGH-TRONIX, LLC, a Delaware limited liability company, SWT FINANCE B.V., a limited liability company organized under the laws of the Netherlands (the "Borrower"), WEIGH-TRONIX CANADA, ULC, a Canadian unlimited liability company (the "Canadian Borrower" and collectively with the Borrower, the "Borrowers"), the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), LEHMAN BROTHERS INC, as sole advisor, LEHMAN BROTHERS INC. and FLEETBOSTON ROBERTSON STEPHENS INC. as co-arrangers and co-book managers (in such capacity, the "Arrangers"), LEHMAN COMMERCIAL PAPER INC., as syndication agent (in such capacity, the "Syndication Agent"), and FLEET NATIONAL BANK, as administrative agent and security agent (in such capacity, the "Administrative Agent"). Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

Upon execution and delivery of this Lender Addendum by the parties hereto as provided in Section 10.17 of the Credit Agreement, the undersigned hereby becomes a Lender thereunder having the Commitments set forth in Schedule 1 hereto, effective as of the Closing Date.

THIS LENDER ADDENDUM SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

This Lender Addendum may be executed by one or more of the parties hereto on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page hereof by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Lender Addendum to be duly executed and delivered by their proper and duly authorized officers as of this 13th day of June, 2000.

Name of Lender

By: _____

Name:

Title:

Accepted and agreed:

WEIGH-TRONIX LLC

By: _____

Name:

Title:

FLEET NATIONAL BANK, as
Administrative Agent

By: _____

Name:

Title:

**COMMITMENTS AND NOTICE ADDRESS**

1. **Name of Lender:** _____
 Notice Address: _____

 Attention: _____
 Telephone: _____
 Facsimile: _____
2. **Revolving Credit Commitment:**
3. **Tranche A Term Loan Commitment:**
4. **Tranche B Term Loan Commitment:**

C53113-1251-C8060-A0408M5L-GUA