

06-27-2001

Form PTO-1594
1-31-92



SHEET
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commission:

101762729

attached original documents or copy thereof.

1. Name of conveying party(ies):
ISG Acquisition Corp.; also see Schedule 3.1

Individuals Association
 General Partnership - Limited Partnership:
 Corporation - State: Delaware
 Other:

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

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

Name: The Bank of Nova Scotia

Internal Address: _____

Street Address: 181 West Madison Street

City: Chicago State: Illinois ZIP: 60602

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation- _____
 Other - Collateral Agent

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

6.7.01

Assignment Merger
 Security Interest Change of Name
 Other - _____

Execution Date: August 4, 2000

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

A. Trademark Application No.(s)

Additional numbers attached? Yes No

Trademark Registration No.(s)\

Please see attached Schedule 3.6

393735

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

Name: Francis L. McGrath, Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved: 46

7. Total fee (37 CFR 3.41): \$ 1,165.00

Enclosed
 Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:
23-1705 (in case of deficiency)

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

06/26/2001 TDIAZ1 00900134 393735

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02 FC:482 1125.00 DP

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Francis L. McGrath
 Name of Person Signing

Francis L. McGrath June 20, 2001
 Signature Date

Total number of pages comprising cover sheet: 1

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Schedule 3.1

(A) Full Legal Name and Chief Executive Office of each Grantor:

<u>Company</u>	<u>Address</u>
ISG Acquisition Corp.	2405 County Line Road Kettering, OH 45430
ISG e-CRM Acquisition Company, Inc.	1555 Valewood Parkway Suite 150 Carrollton, TX 75006
Dataforms Inc.	16600 W. Glendale Drive, New Berlin, WI 53151-0257
Formcraft Holdings General Partner, Inc.	2405 County Line Road Kettering, OH 45430
Formcraft Holdings Limited Partner, Inc.	2405 County Line Road Kettering, OH 45430
Reynolds and Reynolds (Texas) LTD., LLP	1555 Valewood Parkway Suite 150 Carrollton, TX 75006

Schedule 3.1 (cont.)

(B) Jurisdiction of Organization of each Grantor:

Name of Grantor	Jurisdiction of Organization
ISG Acquisition Corp.	DE
ISG e-CRM Acquisition Company, Inc.	DE
Dataforms Inc.	WI
Formcraft Holdings General Partner, Inc.	DE
Formcraft Holdings Limited Partner, Inc.	DE
Reynolds and Reynolds (Texas) LTD., LLP	TX

(C) Trade Names:

Reynolds and Reynolds (Texas) LTD., LLP has done business as Formcraft

Schedule 3.1 (cont.)

(D) Financing Statements

Name of Grantor	Filing Jurisdiction(s)
ISG Acquisition Corp.	<p><u>State:</u> AZ, CA, CO, CT, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, NC, NH, NJ, NV, NY, OH, OK, OR, PA, RI, SC, TN, TX, VA, VT, WA, WI</p> <p><u>Local:</u> Denver County, CO Fulton County, GA Muscogee County, GA Jefferson County, KY Jefferson Parish, LA Mecklenburg County, NC Guilford County, NC Wake County, NC Pitt County, NC Hillsborough County, NH Albany County, NY Erie County, NY Monroe County, NY New York County, NY Westchester County, NY Allegheny County, PA Cumberland County, PA Lehigh County, PA Montgomery County, PA Philadelphia County, PA York County, PA Fairfax County, VA Henrico County, VA Montgomery County, VA Norfolk City County, VA Roanoke County, VA</p>
ISG e-CRM Acquisition Company, Inc.	<p><u>State:</u> DE, MD, MO, TX, UT</p> <p><u>Local:</u> St. Louis County, MO</p>
Dataforms Inc.	MN, WI
Formcraft Holdings General Partner, Inc.	DE, TX
Formcraft Holdings Limited Partner, Inc.	DE, TX
Reynolds and Reynolds (Texas) LTD., LLP	TX

Intellectual Property

(A) Copyrights

<u>Grantor</u>	<u>Name</u>	<u>Reg#</u>	<u>Reg. Date</u>
ISG Acquisition Corp.	RSVP (ASK SAM) Database	TXU883864	5/1/1998
ISG Acquisition Corp.	RSVP (Ask SAM) Database	TXU816309	8/14/1997
ISG Acquisition Corp.	RSVP (ASK SAM) Database	TXU742574	4/26/1996
ISG Acquisition Corp.	RSVP (ASK SAM) Database	TXU697635	10/24/1994

(B) Copyright Licenses

None.

(C) Patents

None.

(D) Patent Licenses

1. License Agreement entered into December 20, 1990 between Wallace Computer Services, Inc. and Vanier Graphic Corporation for the use of the Wallace patent 4,425,386. (Wal-Spot Product).
2. License Agreement entered into August 7, 1997 between Ralph Wicker DBA the Wilcker Group and Crain-Drummond Inc. for the use of Patent Nos. 5,018,767; 5,193,853; 5,271,645 and 5,454,598.

(E) Registered Trademarks

<u>Grantor</u>	<u>Description</u>	<u>Country</u>	<u>Reg. #</u>	<u>Reg. Date</u>
ISG Acquisiton Corp.	BUFF-EYE-TONE and Design	US	393,735	2/3/1942
ISG Acquisiton Corp.	CLEAN-PERF	US	1,547,295	7/11/1989
ISG Acquisiton Corp.	COPY RIGHT	US	1,361,070	9/17/1985
ISG Acquisiton Corp.	DATAMERGE	US	1,780,840	7/6/1993
ISG Acquisiton Corp.	DATAMERGE and Design	US	1,770,782	5/11/1993

<u>Grantor</u>	<u>Description</u>	<u>Country</u>	<u>Reg. #</u>	<u>Reg. Date</u>
ISG Acquisiton Corp.	DATASEAL	US	1,639,041	3/26/1991
ISG Acquisiton Corp.	DEALER IMAGE	US	1,337,373	5/21/1985
ISG Acquisiton Corp.	FAVORITE BOND	US	393,363	2/10/1942
ISG Acquisiton Corp.	FORMS YOU CAN COUNT ON	US	1,240,291	5/31/1983
ISG Acquisiton Corp.	GREEN-EYE-TONE and Design	US	393,736	3/3/1942
ISG Acquisiton Corp.	INTEGRAGUARD	US	2,008,945	10/15/1996
ISG Acquisiton Corp.	KOPY-LOC (STYL.)	US	1,201,993	7/20/1982
ISG Acquisiton Corp.	OUR COMMITMENT COMES IN MANY FORMS	US	1,675,032	2/11/1992
ISG Acquisiton Corp.	OUR COMMITMENT COMES IN MANY FORMS	US	1,679,665	3/17/1992
ISG Acquisiton Corp.	PAYWRITE (Styl.)	US	440,705	9/21/1948
ISG Acquisiton Corp.	PERFECTLY SIMPLE, YET SIMPLY PERFECT	US	2,000,258	9/10/1996
ISG Acquisiton Corp.	POST RITE	US	1,057,607	2/01/1977
ISG Acquisiton Corp.	POST RITE (Stylized)	US	625,417	4/15/1956
ISG Acquisiton Corp.	PRIME	US	1,389,493	4/8/1985
ISG Acquisiton Corp.	PROTECT-A-SEAT	US	1,206,829	8/31/1982
ISG Acquisiton Corp.	REALIZE THE ADVANTAGE	US	2,028,708	1/7/1997
ISG Acquisiton Corp.	RECEIPT RITE	US	1,043,485	7/13/1976
ISG Acquisiton Corp.	REYNOCO	US	252,070	1/22/2029
ISG Acquisiton Corp.	SANS-COPY	US	697,830	5/17/1960
ISG Acquisiton Corp.	SIMPLICITY SERIES	US	1,773,586	5/25/1993
ISG Acquisiton Corp.	SUPERSLIP	US	1,250,343	
ISG Acquisiton Corp.	VANIER GRAPHICS CORPORATION and Design	US	1,171,211	9/29/1981
ISG Acquisiton Corp.	VENETIAN	US	2,164,761	6/9/1998
ISG Acquisiton Corp.	W (Stylized)	US	1,242,816	6/21/1983
ISG Acquisiton Corp.	WARRANTY PRO [†]	US	1,553,546	8/29/1983
ISG Acquisiton Corp.	WILMER	US	1,208,210	9/14/1982
ISG Acquisiton Corp.	WILMER "SERVICE" LINE (Styl.)	US	1,217,520	11/23/1982

[†] Subject to License Agreement entered into on June 12, 1998 between Reynolds and Reynolds Holdings, Inc. and J&L Services, Inc. for the trademark WARRANTY PRO.

<u>Grantor</u>	<u>Description</u>	<u>Country</u>	<u>Reg. #</u>	<u>Reg. Date</u>
ISG Acquisiton Corp.	WILMER ONE-WRITE ORGANIZER	US	2,065,378	5/27/1997
ISG Acquisiton Corp.	WILMER ONE-WRITE ORGANIZER PERFECTLY SIMPLE, YET SIMPLY PERFECT and Design	US	2,084,257	7/29/1997
ISG Acquisiton Corp.	WILMERSET	US	1,248,971	8/23/1983
ISG Acquisiton Corp.	SANS-COPY	Canada	172724	11/13/1970
ISG e-CRM Acquisition Company, Inc.	EFS	US	1,976,694	5/28/1996
ISG e-CRM Acquisition Company, Inc.	ELECTRONIC FORMS SYSTEMS	US	1,501,747	8/23/1988
ISG e-CRM Acquisition Company, Inc.	E-LINK	US	1,950,412	1/23/1998
ISG e-CRM Acquisition Company, Inc.	EMERGE	US	1,794,135	9/21/1993
ISG e-CRM Acquisition Company, Inc.	E-MERGE	US	2,106,118	10/21/1997
ISG e-CRM Acquisition Company, Inc.	FORMDOMAIN	US	2,128,755	1/13/1998
ISG e-CRM Acquisition Company, Inc.	FORMFREEDOM	US	2,062,249	5/13/1997
ISG e-CRM Acquisition Company, Inc.	VANTAGE	US	1,942,767	

Pending Trademark Applications

<u>Grantor</u>	<u>Description</u>	<u>Country</u>	<u>App. #</u>
ISG Acquisiton Corp.	MARKET TO WIN	US	78/014,589
ISG Acquisiton Corp.	PRINT TO WIN	US	75/824,344
ISG Acquisiton Corp.	PRINT TO WIN	Canada	1046676
ISG e-CRM Acquisition Company, Inc.	EFILL	US	75/894,003

Common Law Trademarks

<u>Grantor</u>	<u>Mark</u>	<u>Description</u>	<u>Country</u>
ISG Acquisiton Corp.	CUSTOMER ADVANTAGE	Computer software to provide access to a forms management system via the Internet.	Canada

Schedule 3.6 (con't)

(F) Trademark Licenses

None.

(G) Trade Secret Licenses

None.

(H) Intellectual Property Collateral Matters

Cease And Desist

1. Cease and Desist letter from Moore USA dated February 2, 1999 regarding the Customer Advantage product.
2. PNC Financial Services Group received a cease and desist letter from counsel for Leon Stambler claiming patent infringement March 15, 2000 with respect to the Customer Advantage product.

Litigation – United States

Patent Infringement

1. Moore North America vs. The Reynolds and Reynolds Company – filed November 1999.
2. Moore USA Inc. vs. The Reynolds and Reynolds Company – filed October 1998.
3. Lemelson Foundation vs. The Reynolds and Reynolds Company – filed April 2000, not served.

Litigation – Canada

Patent Infringement

1. Moore USA INC. vs. Crain-Drummond Inc. – filed May 1997.

Transfer Restrictions on Intellectual Property

1. License Agreement entered into June 30, 1997 between Uarco Inc. and The Reynolds and Reynolds Company.
2. License Agreement entered into June 30, 1997 between Uarco, Inc. and Crain-Drummond Inc.
3. Software licensed pursuant to "shrink - wrap" licenses.

Known Intellectual Property Infringements

1. Trademark opposition filed by Reynolds and Reynolds Holdings, Inc. on March 24, 2000 against the trademark application for EMERGE by Apex Solutions Inc.

PLEDGE AND SECURITY AGREEMENT

dated as of August 4, 2000

between

EACH OF THE GRANTORS PARTY HERETO

and

**THE BANK OF NOVA SCOTIA,
as the Collateral Agent**

This **PLEDGE AND SECURITY AGREEMENT**, dated as of August 4, 2000 (this "**Agreement**"), between **EACH OF THE UNDERSIGNED**, whether as an original signatory hereto or as an Additional Grantor (as herein defined) (each, a "**Grantor**"), and **THE BANK OF NOVA SCOTIA**, as collateral agent for the Secured Parties (as herein defined) (in such capacity as collateral agent, the "**Collateral Agent**").

RECITALS:

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of the date hereof (as it may be amended, supplemented or otherwise modified, the "**Credit Agreement**"), by and among **ISG ACQUISITION CORP.**, a Delaware corporation ("**ISG**"), **ISG e-CRM ACQUISITION COMPANY, INC.**, a Delaware corporation ("**e-CRM**"), **ISG ACQUISITION HOLDINGS L.L.C.**, a Delaware limited liability company, **RED BIRCH HOLDINGS, INC.**, a New Brunswick corporation, **CERTAIN SUBSIDIARIES OF HOLDINGS**, as Guarantors, the Lenders party hereto from time to time, **GOLDMAN SACHS CREDIT PARTNERS L.P. ("GSCP")**, as Lead Arranger and Book Running Manager (in such capacity, "**Arranger**") and Syndication Agent (in such capacity, "**Syndication Agent**"), **THE BANK OF NOVA SCOTIA**, as Administrative Agent and as Collateral Agent (together with its permitted successors in such capacity, "**Administrative Agent**"), and as Collateral Agent (together with its permitted successors in such capacity, "**Collateral Agent**"), and **MERRILL LYNCH & CO.**, as Documentation Agent (in such capacity, "**Documentation Agent**");

WHEREAS, subject to the terms and conditions of the Credit Agreement, certain Grantors may enter into one or more Hedge Agreements with one or more Lender Counterparties;

WHEREAS, in consideration of the extensions of credit and other accommodations of Lenders and Lender Counterparties as set forth in the Credit Agreement and the Hedge Agreements, respectively, each Grantor has agreed, subject to the terms and conditions hereof, each other Credit Document and each of the Hedge Agreements, to secure such Grantor's obligations under the Credit Documents and the Hedge Agreements as set forth herein; and

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

SECTION 1. DEFINITIONS; GRANT OF SECURITY.

1.1. General Definitions. In this Agreement, the following terms shall have the following meanings:

"**Account Debtor**" shall mean each Person who is obligated on a Receivable or any Supporting Obligation related thereto.

"Accounts" shall mean all "accounts" as defined in Article 9 of the UCC.

"Agreement" shall have the meaning set forth in the preamble.

"Additional Grantors" shall have the meaning assigned in Section 4.3.

"Assigned Agreements" shall mean all agreements and contracts to which such Grantor is a party as of the date hereof, or to which such Grantor becomes a party after the date hereof, as each such agreement may be amended, supplemented or otherwise modified from time to time.

"Cash Proceeds" shall have the meaning assigned in Section 6.4.

"Chattel Paper" shall mean all "chattel paper" as defined in Article 9 of the UCC.

"Collateral" shall have the meaning assigned in Section 1.3.

"Collateral Agent" shall have the meaning set forth in the preamble.

"Collateral Records" shall mean books, records, ledger cards, files, correspondence, customer lists, blueprints, technical specifications, manuals, computer software, computer printouts, tapes, disks and related data processing software and similar items that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon.

"Collateral Support" shall mean all property (real or personal) assigned, hypothecated or otherwise securing any Collateral and shall include any security agreement or other agreement granting a lien or security interest in such real or personal property.

"Commercial Tort Claims" shall mean all "commercial tort claims" as defined in Revised Article 9.

"Commodities Accounts" (i) shall mean all "commodity accounts" as defined in Article 9 of the UCC and (ii) shall include, without limitation, all of the accounts listed on Schedule 3.4 under the heading "Commodities Accounts" (as such schedule may be amended or supplemented from time to time).

"Controlled Foreign Corporation" shall mean "controlled foreign corporation" as defined in the United States Internal Revenue Code of 1986, as amended from time to time.

"Copyright Licenses" shall mean any and all agreements providing for the granting of any right in or to Copyrights (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 3.6(B) (as amended or supplemented from time to time).

"Copyrights" shall mean all United States, state and foreign copyrights, all mask works fixed in semi-conductor chip products (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, now or hereafter in force throughout the world, all registrations and applications therefor including, without limitation, the applications referred to in Schedule 3.6(A) (as amended or supplemented from time to time), all rights corresponding thereto throughout the world, all extensions and renewals of any thereof, the right to sue for past, present and future infringements of any of the foregoing, and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

"Credit Agreement" shall have the meaning set forth in the preamble.

"Documents" shall mean all "documents" as defined in Article 9 of the UCC.

"Equipment" shall mean: (i) all "equipment" as defined in the UCC, (ii) all machinery, manufacturing equipment, data processing equipment, computers, office equipment, furnishings, furniture, appliances, fixtures and tools (in each case, regardless of whether characterized as equipment under the UCC) and (iii) all accessions or additions thereto, all parts thereof, whether or not at any time of determination incorporated or installed therein or attached thereto, and all replacements therefor, wherever located, now or hereafter existing, including any fixtures.

"General Intangibles" (i) shall mean all "general intangibles" as defined in Article 9 of the UCC and (ii) shall include, without limitation, all interest rate or currency protection or hedging arrangements, all tax refunds, all licenses, permits, concessions and authorizations, all Assigned Agreements, all Intellectual Property and all Payment Intangibles (in each case, regardless of whether characterized as general intangibles under the UCC).

"Goods" (i) shall mean all "goods" as defined in Article 9 of the UCC and (ii) shall include, without limitation, all Inventory and Equipment and any computer program embedded in the goods and any supporting information provided in connection with such program if (x) the program is associated with the goods in such a manner that is customarily considered part of the goods or (y) by becoming the owner of the goods, a Person acquires a right to use the program in connection with the goods (in each case, regardless of whether characterized as goods under the UCC).

"Instruments" shall mean all "instruments" as defined in Article 9 of the UCC.

"Insurance" shall mean: (i) all insurance policies covering any or all of the Collateral (regardless of whether the Collateral Agent is the loss payee thereof) and (ii) any key man life insurance policies.

"Intellectual Property" shall mean, collectively, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks, the Trademark Licenses, the Trade

"Inventory" shall mean: (i) all "inventory" as defined in the UCC and (ii) all goods held for sale or lease or to be furnished under contracts of service or so leased or furnished, all raw materials, work in process, finished goods, and materials used or consumed in the manufacture, packing, shipping, advertising, selling, leasing, furnishing or production of such inventory or otherwise used or consumed in any Grantor's business; all goods in which any Grantor has an interest in mass or a joint or other interest or right of any kind; and all goods which are returned to or repossessed by any Grantor, all computer programs embedded in any goods and all accessions thereto and products thereof (in each case, regardless of whether characterized as inventory under the UCC).

"Investment Related Property" shall mean: (i) all "investment property" (as such term is defined in Article 9 of the UCC) and (ii) all of the following (regardless of whether classified as investment property under the UCC): all Pledged Equity Interests, Pledged Debt, Securities Accounts, Commodities Accounts, Deposit Accounts and certificates of deposit.

"Letter of Credit Right" shall have the meaning specified in Revised Article 9.

"Money" shall mean "money" as defined in the UCC.

"Patent Licenses" shall mean all agreements providing for the granting of any right in or to Patents (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 3.6(D) (as amended or supplemented from time to time).

"Patents" shall mean all United States, state and foreign patents and applications for letters patent throughout the world, including, but not limited to each patent and patent application referred to in Schedule 3.6(C) (as amended or supplemented from time to time), all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights corresponding thereto throughout the world, and all proceeds of the foregoing including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit and the right to sue for past, present and future infringements of any of the foregoing.

"Payment Intangible" shall have the meaning specified in Revised Article 9.

"Permitted Sale" shall mean those sales, transfers or assignments permitted by Section 6 of the Credit Agreement.

"Pledged Debt" shall mean all Indebtedness owed to such Grantor, including, without limitation, all Indebtedness described on Schedule 3.4 under the heading "Pledged Debt" (as such schedule may be amended or supplemented from time to time), issued by the obligors named therein, the instruments evidencing such Indebtedness, and all interest, cash, instruments

and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Indebtedness.

"Pledged Equity Interests" shall mean all Pledged Stock, Pledged LLC Interests, Pledged Partnership Interests and Pledged Trust Interests.

"Pledged LLC Interests" shall mean all interests in any limited liability company including, without limitation, all limited liability company interests listed on Schedule 3.4 under the heading "Pledged LLC Interests" (as such schedule may be amended or supplemented from time to time) and the certificates, if any, representing such limited liability company interests and any interest of such Grantor on the books and records of such limited liability company or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such limited liability company interests.

"Pledged Partnership Interests" shall mean all interests in any general partnership, limited partnership, limited liability partnership or other partnership including, without limitation, all partnership interests listed on Schedule 3.4 under the heading "Pledged Partnership Interests" (as such schedule may be amended or supplemented from time to time) and the certificates, if any, representing such partnership interests and any interest of such Grantor on the books and records of such partnership or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such partnership interests.

"Pledged Trust Interests" shall mean all interests in a Delaware business trust or other trust including, without limitation, all trust interests listed on Schedule 3.4 under the heading "Pledged Trust Interests" (as such schedule may be amended or supplemented from time to time) and the certificates, if any, representing such trust interests and any interest of such Grantor on the books and records of such trust or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such trust interests.

"Pledged Stock" shall mean all shares of capital stock owned by such Grantor, including, without limitation, all shares of capital stock described on Schedule 3.4 under the heading "Pledged Stock" (as such schedule may be amended or supplemented from time to time), and the certificates, if any, representing such shares and any interest of such Grantor in the entries on the books of the issuer of such shares or on the books of any securities intermediary pertaining to such shares, and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares.

"Pledge Supplement" shall mean any supplement to this agreement in substantially the form of Exhibit A.

"Proceeds" shall mean: (i) all "proceeds" as defined in Article 9 of the UCC, (ii) payments or distributions made with respect to any Investment Related Property and (iii) whatever is receivable or received when Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

"Receivables" shall mean all rights to payment, whether or not earned by performance, for goods or other property sold, leased, licensed, assigned or otherwise disposed of, or services rendered or to be rendered, including, without limitation all such rights constituting or evidenced by any Account, Chattel Paper, Instrument, General Intangible or Investment Property, together with all of Grantor's rights, if any, in any goods or other property giving rise to such right to payment and all Collateral Support and Supporting Obligations related thereto and all Receivables Records.

"Receivables Records" shall mean (i) all original copies of all documents, instruments or other writings or electronic records or other Records evidencing the Receivables, (ii) all books, correspondence, credit or other files, Records, ledger sheets or cards, invoices, and other papers relating to Receivables, including, without limitation, all tapes, cards, computer tapes, computer discs, computer runs, record keeping systems and other papers and documents relating to the Receivables, whether in the possession or under the control of Grantor or any computer bureau or agent from time to time acting for Grantor or otherwise, (iii) all evidences of the filing of financing statements and the registration of other instruments in connection therewith, and amendments, supplements or other modifications thereto, notices to other creditors or secured parties, and certificates, acknowledgments, or other writings, including, without limitation, lien search reports, from filing or other registration officers, (iv) all credit information, reports and memoranda relating thereto and (v) all other written or non-written forms of information related in any way to the foregoing or any Receivable.

"Record" shall have the meaning specified in Revised Article 9.

"Requisite Obligees" shall have the meaning assigned in Section 7.

"Revised Article 9" shall mean the 1999 Official Text of Article 9 of the Uniform Commercial Code with conforming amendments to Articles 1, 2, 2a, 4, 5, 6, 7 and 8.

"Secured Obligations" shall have the meaning assigned in Section 2.1.

"Secured Parties" means the Agents (including former Agents), the Lenders and the Lender Counterparties to the extent that any Obligations owing to such Persons were incurred while such Persons were Lender Counterparties and such Obligations have not been paid or satisfied in full.

"Securities Accounts" (i) shall mean all "securities accounts" as defined in Article 9 of the UCC and (ii) shall include, without limitation, all of the accounts listed on Schedule 3.4 under the heading "Securities Accounts" (as such schedule may be amended or supplemented from time to time).

"Supporting Obligation" shall mean all "supporting obligations" as defined in Revised Article 9.

"Trademark Licenses" shall mean any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 3.6(F) (as amended or supplemented from time to time).

"Trademarks" shall mean all United States, state and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to the registrations and applications referred to in Schedule 3.6(E) (as amended or supplemented from time to time), all extensions or renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

"Trade Secret Licenses" shall mean any and all payments providing for the granting of any right in or to Trade Secrets (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 3.6(G) (as amended or supplemented from time to time).

"Trade Secrets" shall mean all trade secrets and all other confidential or proprietary information and know-how now or hereafter owned or used in, or contemplated at any time for use in, the business of such Grantor (all of the foregoing being collectively called a "Trade Secret"), whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, the right to sue for past, present and future infringement of any Trade Secret, and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

"UCC" shall mean the Uniform Commercial Code as in effect from time to time in the State of New York or, when the context implies, the Uniform Commercial Code as in effect from time to time in any other applicable jurisdiction.

(m) material Commercial Tort Claims;

(n) to the extent not otherwise included above, all Collateral Support and Supporting Obligations relating to any of the foregoing; and

(o) to the extent not otherwise included above, all Proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.

For avoidance of doubt it is expressly understood and agreed that, to the extent the Uniform Commercial Code is revised subsequent to the date hereof such that the definition of any of the foregoing terms included in the description of Collateral is changed, the parties hereto desire that any property which is included in such changed definitions which would not otherwise be included in the foregoing grant on the date hereof be included in such grant immediately upon the effective date of such revision. Notwithstanding the immediately preceding sentence, the foregoing grant is intended to apply immediately on the date hereof to all Collateral to the fullest extent permitted by applicable law regardless of whether any particular item of Collateral is currently subject to the UCC.

1.4. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Collateral include, and no Grantor shall be deemed to have granted a security interest in, any of such Grantor's right, title or interest (a) in any Intellectual Property if the grant of such security interest shall constitute or result in the abandonment, invalidation or rendering unenforceable any right, title or interest of any Grantor therein; (b) in any license (including, without limitation, licenses issued by the Federal Communications Commission), contract, agreement or computer software to which such Grantor is a party or any of its rights or interests thereunder, including, without limitation, with respect to any Pledged Partnership Interests or any Pledged LLC Interests, to the extent, but only to the extent, that such a grant would, under the terms of such license, contract, agreement or computer software (including, without limitation, any partnership agreements or any limited liability company agreements), or otherwise, result in a breach or termination of the terms of, or constitute a default under or termination of any such license, contract, agreement or computer software (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-318(4) of the Uniform Commercial Code (or any successor provision or provisions, including, without limitation, Section 9-406 of Revised Article 9) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, immediately upon the ineffectiveness, lapse or termination of any such provision, the Collateral shall include, and such Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect; or (c) in any of the outstanding capital stock of a Controlled Foreign Corporation, in excess of 65% of the voting power of all classes of capital stock of such Controlled Foreign Corporation entitled to vote.

SECTION 2. SECURITY FOR OBLIGATIONS; GRANTORS REMAIN LIABLE.

2.1. Security for Obligations. This Agreement secures, and the Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a)), of all Obligations with respect to any Grantor (the "Secured Obligations").

2.2. Grantors Remain Liable. (a) Anything contained herein to the contrary notwithstanding:

(i) each Grantor shall remain liable under any partnership agreement or limited liability company agreement relating to any Pledged Partnership Interest or Pledged LLC Interest, any Assigned Agreement and/or any other contracts and agreements included in the Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed;

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

(iii) neither the Collateral Agent nor any Lender nor Lender Counterparty shall have any obligation or liability under any partnership agreement or limited liability company agreement relating to any Pledged Partnership Interests or Pledged LLC Interests, any Assigned Agreement or any other contracts and agreements included in the Collateral by reason of this Agreement, nor shall the Collateral Agent, any Lender or any Lender Counterparty be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

(b) Neither the Collateral Agent, any Lender, any Lender Counterparty nor any purchaser at a foreclosure sale under this Agreement shall be obligated to assume any obligation or liability under any partnership agreement or limited liability company agreement relating to any Pledged Partnership Interests or Pledged LLC Interests, any Assigned Agreement or any other contracts and agreements included in the Collateral unless the Collateral Agent, any Lender, any Lender Counterparty or any such purchaser otherwise expressly agrees in writing to assume any or all of said obligations.

SECTION 3. REPRESENTATIONS AND WARRANTIES AND COVENANTS.

3.1. Generally.

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date and on each Credit Date, that:

(i) it owns the Collateral purported to be owned by it and otherwise has the rights it purports to have in each item of Collateral and, as to all Collateral whether now existing or hereafter acquired, will continue to own or have such rights in each item of the Collateral (except as otherwise permitted in the Credit Agreement), in each case free and clear of any and all Liens, rights or claims of all other Persons other than Permitted Liens, and (to the extent any item of Collateral requires such filings to perfect the Collateral Agent's security interest in such Collateral), upon the filing of all UCC financing statements and other filings delivered by each Grantor the security interests granted to the Collateral Agent hereunder constitute valid and perfected First Priority Liens (subject only to Permitted Liens and to the rights of the United States government (including any agency or department thereof) with respect to United States government Receivables) on all of the Collateral;

(ii) its chief executive office or its sole place of business is, and has been for the six month period preceding the date hereof, located at the place indicated on Schedule 3.1(A) (as amended or supplemented from time to time), and the jurisdiction of organization of such Grantor is the jurisdiction indicated on Schedule 3.1(B) (as amended or supplemented from time to time). If the chief executive office or sole place of business of any Grantor is located outside of the United States, then Schedule 3.1(A) (as amended or supplemented from time to time) shall also include the address of the major executive office in the United States, if any, of such Grantor;

(iii) the full legal name of such Grantor is as set forth on Schedule 3.1(A) and it has not in the last five (5) years and does not do business under any other name (including any trade-name or fictitious business name) except for those names set forth on Schedule 3.1(C) (as amended or supplemented from time to time);

(iv) such Grantor has not within the last five (5) years become bound (whether as a result of merger or otherwise) as debtor under a security agreement entered into by another Person, which has not heretofore been terminated;

(v) all actions and consents, including all filings, notices, registrations and recordings necessary or advisable to create, perfect or ensure the First Priority (subject only to Permitted Liens) of the security interests granted to the Collateral Agent hereunder, except as expressly provided in this Agreement or Section 3.1(i) of the Credit Agreement or for the exercise by the Collateral Agent of the voting or other rights provided for in this Agreement or the exercise of remedies in respect of the Collateral have

been made or obtained except for (1) the filing of UCC financing statements naming each Grantor as "debtor" and the Collateral Agent as "secured party" and describing the Collateral in the filing offices set forth opposite such Grantor's name on Schedule 3.1(D) hereof (as amended or supplemented from time to time) which UCC financing statements, duly executed by each applicable Grantor, have been, on the date hereof, delivered to the Collateral Agent, (2) recordation of the security interests granted herein in Patents, Trademarks and Copyrights in the applicable registries and the registration of all Unregistered Copyrights which releases, cover sheets or other documents prepared for such recordation and registration have been, on the date hereof, delivered to the Collateral Agent and (3) the delivery to the Collateral Agent of any Instrument or letters of credit;

(vi) it has delivered to the Collateral Agent evidence and copies of all actions and consents, including all notices, registrations and recordings;

(vii) other than the financing statements filed in favor of the Collateral Agent, no effective UCC financing statement, fixture filing or other instrument similar in effect under any applicable law covering all or any part of the Collateral is on file in any filing or recording office except for (x) financing statements for which proper termination statements have been delivered to the Collateral Agent for filing or commitments made therefore by the secured party of record and (y) financing statements filed in connection with Permitted Liens;

(viii) no authorization, approval or other action by, and no notice to or filing with, any Governmental Authority or regulatory body is required for either (i) the pledge or grant by any Grantor of the Liens purported to be created in favor of the Collateral Agent hereunder or (ii) the exercise by Collateral Agent of any rights or remedies in respect of any Collateral (whether specifically granted or created hereunder or created or provided for by applicable law), except (A) for the filings or recordations contemplated by the immediately preceding clause (v) above and (B) as may be required, in connection with the disposition of any Investment Related Property, by laws generally affecting the offering and sale of Securities; and

(ix) all information supplied by any Grantor with respect to any of the Collateral (in each case taken as a whole with respect to any particular Collateral) is accurate and complete in all material respects.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees

that:

(i) it shall not produce, use or permit any Collateral to be used unlawfully or in violation of any provision of this Agreement or any applicable statute, regulation or ordinance or any policy of insurance covering the Collateral where such violation or violations could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

(ii) it shall not change such Grantor's name, identity, corporate structure, sole place of business, chief executive office or jurisdiction of organization or establish any trade names unless it shall have (a) notified the Collateral Agent in writing, by executing and delivering to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto, at least thirty (30) days prior to any such change or establishment, identifying such new proposed name, identity, corporate structure, sole place of business, chief executive office, jurisdiction of organization or trade name and providing such other information in connection therewith as the Collateral Agent may reasonably request and (b) taken all actions necessary or advisable to maintain the continuous validity, perfection and the same or better priority of the Collateral Agent's security interest in the Collateral intended to be granted and agreed to hereby;

(iii) it shall pay promptly when due all property and other taxes, assessments and governmental charges or levies imposed upon, and all claims (including claims for labor, materials and supplies) against, the Collateral, except to the extent the validity thereof is being contested in good faith; provided, such Grantor shall in any event pay such taxes, assessments, charges, levies or claims not later than five (5) days prior to the date of any proposed sale under any judgment, writ or warrant of attachment entered or filed against such Grantor or any of the Collateral as a result of the failure to make such payment, to the extent failure to make such payment could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

(iv) upon such Grantor or any senior officer of such Grantor obtaining knowledge thereof, it shall promptly notify the Collateral Agent in writing of any event that may materially and adversely affect the value of the Collateral or any material portion thereof or the rights and remedies of the Collateral Agent in relation thereto, including, without limitation, the levy of any legal process against the Collateral or any material portion thereof;

(v) except as otherwise permitted in the Credit Agreement, it shall not take or permit any action which could impair the Collateral Agent's rights in the Collateral; and

(vi) it shall not sell, transfer or assign (by operation of law or otherwise) any Collateral except as Permitted Sales. If the Net Asset Sale Proceeds with respect to such Permitted Sale are used as set forth in Section 2.14(a) of the Credit Agreement contemporaneously with such Permitted Sale, the Collateral Agent shall release the Lien hereof encumbering the Collateral that is the subject of such Permitted Sale. The Collateral Agent shall execute each and every appropriate financing statement and/or recording document reasonably requested by any Grantor in connection with the foregoing. Any expense or cost incurred by the Collateral Agent in connection with any such release shall be for the account of the applicable Grantor; and

(vii) it shall deliver to the Collateral Agent, pursuant to the terms of Credit Agreement, evidence and copies of all filings (including the filings described in clauses (1) and (2) of Section 3.1(a)(v)).

3.2. Equipment and Inventory.

(a) Representations and Warranties. Each Grantor represents and warrants, on the Closing Date and on each Credit Date, that:

(i) as of the Closing Date, all of the Equipment and Inventory included in the Collateral is kept only at the locations specified in Schedule 3.2 (as amended or supplemented from time to time);

(ii) any Goods now or hereafter produced by any Grantor included in the Collateral have been and will be produced in compliance with the requirements of the Fair Labor Standards Act, as amended; and

(iii) none of the Inventory or Equipment is in the possession of an issuer of a negotiable document (as defined in Section 7-104 of the UCC) therefor or otherwise in the possession of a bailee.

(b) Covenants and Agreements. Each Grantor covenants and agrees that:

(i) it shall keep the Equipment and Inventory in the locations specified on Schedule 3.2 (as amended or supplemented from time to time) unless it shall have (a) notified the Collateral Agent in writing, by executing and delivering to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto, at least thirty (30) days prior to any change in locations, identifying such new locations and providing such other information in connection therewith as the Collateral Agent may reasonably request and (b) taken all actions necessary or advisable to maintain the continuous validity, perfection and the same or better priority of the Collateral Agent's security interest in the Collateral intended to be granted and agreed to hereby, or to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder, with respect to such Equipment and Inventory; provided that the requirements of this Section 3.2(b)(i) shall not apply to a new location or locations of Equipment and Inventory if the value of the Equipment and Inventory kept at any such new location or locations do not exceed \$1,000,000 at any one location or \$5,000,000 in the aggregate;

(ii) it shall keep correct and accurate records of the Inventory as is customarily maintained under similar circumstances by Persons of established reputation engaged in similar businesses, and in any event in conformity with GAAP;

(iii) if any Equipment or Inventory is in possession or control of any third party, each Grantor shall join with the Collateral Agent in notifying the third party of the Collateral Agent's security interest and use commercially reasonable efforts to obtain an acknowledgment from the third party (using all commercially reasonable efforts) that it is holding the Equipment and Inventory for the benefit of the Collateral Agent; and

(iv) with respect to any item of Equipment which is covered by a certificate of title under a statute of any jurisdiction under the law of which indication of a security interest on such certificate is required as a condition of perfection thereof, upon the reasonable request of the Collateral Agent, execute and file with the registrar of motor vehicles or other appropriate authority in such jurisdiction an application or other document requesting the notation or other indication of the security interest created hereunder on such certificate of title, and upon the reasonable request of the Collateral Agent, deliver to the Collateral Agent copies of all such applications or other documents filed during such calendar quarter and copies of all such certificates of title issued during such calendar quarter indicating the security interest created hereunder in the items of Equipment covered thereby.

3.3. Receivables.

(a) Representations and Warranties. Each Grantor represents and warrants, on the Closing Date and on each Credit Date, that:

(i) each Receivable (a) is and will be the legal, valid and binding obligation of the Account Debtor in respect thereof, representing an unsatisfied obligation of such Account Debtor, (b) is and will be enforceable in accordance with its terms, (c) is not and will not be subject to any setoffs, defenses, taxes, counterclaims (except with respect to refunds, returns and allowances in the ordinary course of business with respect to damaged merchandise) and (d) is and will be in compliance with, all applicable laws, whether federal, state, local or foreign except where the failure to be in compliance could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

(ii) as of the Closing Date, none of the Account Debtors in respect of any Receivable is the government of the United States, any agency or instrumentality thereof, any state or municipality or any foreign sovereign. No Receivable requires the consent of the Account Debtor in respect thereof in connection with the pledge hereunder, except any consent which has been obtained; and

(iii) no Receivable is evidenced by, or constitutes, an Instrument or Chattel Paper which has not been delivered to, or otherwise subjected to the control of, the Collateral Agent to the extent required by, and in accordance with Section 3.3(c).

(b) Covenants and Agreements: Each Grantor hereby covenants and agrees

that:

(i) it shall keep and maintain at its own cost and expense satisfactory and complete records of the Receivables as is customarily maintained under similar circumstances by Persons of established reputation engaged in similar businesses, and in any event in conformity with GAAP;

(ii) to the extent required to ensure the First Priority of the security interests granted to the Collateral Agent hereunder, it shall mark conspicuously, in form and manner reasonably satisfactory to the Collateral Agent, all Chattel Paper, Instruments and other evidence of Receivables (other than any delivered to the Collateral Agent as provided herein), as well as the Receivables Records with an appropriate reference to the fact that the Collateral Agent has a security interest therein;

(iii) it shall perform in all material respects all of its obligations with respect to the Receivables;

(iv) it shall not amend, modify, terminate or waive any provision of any Receivable in any manner which could reasonably be expected to have a Material Adverse Effect on the value of such Receivable as Collateral. Other than in the ordinary course of business as generally conducted by it on and prior to the date hereof, and except as otherwise provided in subsection (v) below, following an Event of Default, such Grantor shall not (w) grant any extension or renewal of the time of payment of any Receivable, (x) compromise or settle any dispute, claim or legal proceeding with respect to any Receivable for less than the total unpaid balance thereof, (y) release, wholly or partially, any Person liable for the payment thereof, or (z) allow any credit or discount thereon;

(v) except as otherwise provided in this subsection, each Grantor shall continue to collect all amounts due or to become due to such Grantor under the Receivables and any Supporting Obligation and diligently exercise each material right it may have under any Receivable, any Supporting Obligation or Collateral Support, in each case, at its own expense, and in connection with such collections and exercise, such Grantor shall take such action as such Grantor may deem required. Following the occurrence and during the continuation of an Event of Default, the Collateral Agent may: (1) notify, or require any Grantor to notify, any Account Debtor of the Collateral Agent's security interest in the Receivables and any Supporting Obligations; (2) direct the Account Debtors under any Receivables to make payment of all amounts due or to become due to such Grantor thereunder directly to the Collateral Agent; (3) notify, or require any Grantor to notify, each Person maintaining a lockbox or similar arrangement to which Account Debtors under any Receivables have been directed to make payment to remit all amounts representing collections on checks and other payment items from time to time sent to or deposited in such lockbox or other arrangement directly to the Collateral Agent; and (4) enforce, at the expense of such Grantor, collection of any such Receivables and to adjust, settle or compromise the amount or payment thereof, in the same manner and to

the same extent as such Grantor might have done. If the Collateral Agent notifies any Grantor that it has elected to collect the Receivables in accordance with the preceding sentence, any payments of Receivables received by such Grantor shall be promptly deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Collateral Agent if required, in an account maintained under the sole dominion and control of the Collateral Agent to be applied in accordance with Section 6.5 of this Agreement, and until so turned over, all amounts and proceeds (including checks and other instruments) received by such Grantor in respect of the Receivables, any Supporting Obligation or Collateral Support shall be received in trust for the benefit of the Collateral Agent hereunder and shall be segregated from other funds of such Grantor and such Grantor shall not adjust, settle or compromise the amount or payment of any Receivable, or release wholly or partly any Account Debtor or obligor thereof, or allow any credit or discount thereon;

(vi) each Grantor shall notify the Collateral Agent in the event (A) any of the Account Debtors in respect of any Receivable in excess of \$1,000,000 individually or \$5,000,000 in the aggregate is the government of the United States, any agency or instrumentality thereof, any state or municipality or any foreign sovereign or (B) any Receivable in excess of \$1,000,000 individually or \$5,000,000 in the aggregate requires the consent of the Account Debtor in respect thereof in connection with the pledge hereunder, except any consent which has been obtained. Each Grantor agrees that from time to time, if, after such notice, the Collateral Agent shall request, such Grantor shall, at the expense of such Grantor, request in writing the consent of the Account Debtor to the pledge of any such Receivables hereunder and use its best efforts to obtain such consent as soon as practicable thereafter; and

(vii) it shall use its best efforts to keep in full force and effect any Supporting Obligation or Collateral Support relating to any Receivable, unless its failure to do so would not create, individually or in the aggregate, a Material Adverse Effect.

(c) Delivery and Control of Receivables. With respect to any Receivables in excess of \$1,000,000 individually or \$5,000,000 in the aggregate that is evidenced by, or constitutes, Chattel Paper or Instruments, each Grantor shall cause each originally executed copy thereof to be delivered to the Collateral Agent (or its agent or designee) appropriately indorsed to the Collateral Agent or indorsed in blank: (i) with respect to any such Receivables in existence on the date hereof, on or prior to the date hereof and (ii) with respect to any such Receivables hereafter arising, within ten (10) days of such Grantor acquiring rights therein. With respect to any Receivables in excess of \$1,000,000 individually or \$5,000,000 in the aggregate which would constitute "electronic chattel paper" under Revised Article 9), each Grantor shall take all steps necessary to give the Collateral Agent control over such Receivables (within the meaning of Section 9-105 of Revised Article 9): (i) with respect to any such Receivables in existence on the date hereof, on or prior to the date hereof and (ii) with respect to any such Receivable hereafter arising, within ten (10) days of such Grantor acquiring rights therein. Any Receivable not otherwise required to be delivered or subjected to the control of the Collateral Agent in

accordance with this subsection (c) shall be delivered or subjected to such control upon request of the Collateral Agent.

3.4. Investment Related Property.

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date and on each Credit Date, that:

(i) Schedule 3.4 (as amended or supplemented from time to time) sets forth under the headings "Pledged Stock," "Pledged LLC Interests," "Pledged Partnership Interests" and "Pledged Trust Interests," respectively, all of the Pledged Stock, Pledged LLC Interests, Pledged Partnership Interests and Pledged Trust Interests owned by any Grantor and such Pledged Equity Interests constitute the percentage of issued and outstanding shares of stock, percentage of membership interests, percentage of partnership interests or percentage of beneficial interest of the respective issuers thereof indicated on such Schedule;

(ii) it is the record and beneficial owner of the Pledged Equity Interests free of all Liens, rights or claims of other Persons other than Permitted Liens and as of the Closing Date, there are no outstanding warrants, options or other rights to purchase, or shareholder, voting trust or similar agreements outstanding with respect to, or property that is convertible into, or that requires the issuance or sale of, any Pledged Equity Interests;

(iii) without limiting the generality of Section 3.1(a)(v), no consent of any Person including any other general or limited partner, any other member of a limited liability company, any other shareholder or any other trust beneficiary is required in connection with the creation, perfection or First Priority status of the security interest of the Collateral Agent in any Pledged Equity Interests or the exercise by the Collateral Agent of the voting or other rights provided for in this Agreement or the exercise of remedies in respect thereof other than consents or commitments to consent that have been obtained or made by the party from which consent is required;

(iv) either (1) none of the Pledged LLC Interests or Pledged Partnership Interests constitute "securities" within the meaning of Article 8 of the UCC or (2) if any Pledged LLC Interest or Pledged Partnership Interest constitute "securities" within the meaning of Article 8 of the UCC, certificates evidencing such interests have been delivered to the Collateral Agent;

(v) Schedule 3.4 (as amended or supplemented from time to time) sets forth under the heading "Pledged Debt" all of the Pledged Debt owned by any Grantor and all of such Pledged Debt has been duly authorized, authenticated or issued, and delivered and is the legal, valid and binding obligation of the issuers thereof and constitutes all of the issued and outstanding inter-company Indebtedness evidenced by an instrument or

certificated security of the respective issuers thereof owing to such Grantor;

(vi) Schedule 3.4 (as amended or supplemented from time to time) sets forth under the headings "Securities Accounts" and "Commodities Accounts," respectively, all of the Securities Accounts and Commodities Accounts in which each Grantor has an interest and each Grantor is the sole entitlement holder of each such Securities Account and Commodity Account and such Grantor has not consented to, and is not otherwise aware of, any Person (other than the Collateral Agent pursuant hereto) having "control" (as defined in Section 9-115(e) of the UCC) over, or any other interest in, any such Securities Account or Commodity Account or any securities or other property credited thereto; and

(vii) each Grantor has taken all actions required, including those specified in Section 3.4(c), to: (a) establish the Collateral Agent's "control" (within the meaning of Section 9-115 of the UCC) over any portion of the Investment Related Property constituting Certificated Securities, Uncertificated Securities, Securities Accounts or Securities Entitlements; and (b) to deliver all Instruments required to be delivered the Collateral Agent.

that:

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees

(i) except as otherwise permitted in the Credit Agreement, without the prior written consent of the Collateral Agent, it shall not vote to enable or take any other action to: (a) amend or terminate any partnership agreement, limited liability company agreement, certificate of incorporation, by-laws or other organizational documents in any way that materially changes the rights of such Grantor with respect to any Investment Related Property or adversely affects the validity, perfection or priority of the Collateral Agent's security interest, (b) permit any issuer of any Pledged Equity Interest to issue to any Grantor any additional stock, partnership interests, limited liability company interests or other equity interests of any nature or to issue securities convertible into or granting the right of purchase or exchange for any stock or other equity interest of any nature of such issuer unless such stock is pledged hereunder, (c) other than as permitted under the Credit Agreement, permit any issuer of any Pledged Equity Interest to dispose of all or a material portion of their assets, (d) waive any default under or breach of any material terms of organizational documents relating to the issuer of any Pledged Equity Interest or the terms of any Pledged Debt in any way that would, individually or in the aggregate, have a Material Adverse Effect, or (e) cause any issuer of any Pledged Partnership Interests or Pledged LLC Interests which are not securities (for purposes of the UCC) on the date hereof to elect or otherwise take any action to cause such Pledged Partnership Interests or Pledged LLC Interests to be treated as securities for purposes of the Uniform Commercial Code of any jurisdiction, unless such Grantor promptly notifies the Collateral Agent in writing of any such election or action and takes all steps required to establish the Collateral Agent's "control" (within the meaning of the UCC) of such Pledged Partnership

Interests or Pledged LLC Interests;

(ii) in the event it acquires rights in any Investment Related Property after the date hereof, it shall deliver to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto, reflecting such new Investment Related Property and all other Investment Related Property. Notwithstanding the foregoing, it is understood and agreed that the security interest of the Collateral Agent shall attach to all Investment Related Property immediately upon any Grantor's acquisition of rights therein and shall not be affected by the failure of any Grantor to deliver a supplement to Schedule 3.4 as required hereby;

(iii) except as provided in the next sentence, in the event such Grantor receives any dividends, interest or distributions on any Investment Related Property, or any securities or other property upon the merger, consolidation, liquidation or dissolution of any issuer of any Investment Related Property, then (a) such dividends, interest or distributions and securities or other property shall be included in the definition of Collateral without further action and (b) such Grantor shall immediately take all steps, if any, necessary or advisable to ensure the validity, perfection, priority and, if applicable, control of the Collateral Agent over such dividends, interest, distributions, securities or other property (including, without limitation, delivery thereof to the Collateral Agent) as required pursuant to this Agreement. Notwithstanding the foregoing, so long as no Event of Default shall have occurred and be continuing, the Collateral Agent authorizes each Grantor to retain and use all cash dividends and distributions as permitted under the Credit Agreement;

(iv) it shall comply with all of its material obligations under any partnership agreement or limited liability company agreement relating to Pledged Partnership Interests or Pledged LLC Interests and shall enforce all of its material rights with respect to any Investment Related Property;

(v) it shall notify the Collateral Agent of any default under any Pledged Debt that has caused, either in any case or in the aggregate, a Material Adverse Effect.

(vi) except as not prohibited by Section 6.9 of the Credit Agreement, without the prior written consent of the Collateral Agent, it shall not vote to enable or take any other action to permit any issuer of any Pledged Equity Interest to merge or consolidate unless all the outstanding capital stock or other equity interests of the surviving or resulting corporation, limited liability company, partnership or other entity owned by any Grantor is, upon such merger or consolidation, pledged hereunder and no cash, securities or other property is distributed in respect of the outstanding equity interests of any other constituent company; provided that if the surviving or resulting company upon any such merger or consolidation involving an issuer which is a Controlled Foreign Corporation, then such grantor shall only be required to pledge equity interests

having 65% of the voting power of all classes of capital stock of such issuer entitled to vote; and

(vii) each Grantor consents to the grant by each other Grantor of a security interest in all Investment Related Property to the Collateral Agent and, without limiting the foregoing, consents to the transfer of any Pledged Partnership Interest and any Pledged LLC Interest to the Collateral Agent or its nominee following an Event of Default and to the substitution of the Collateral Agent or its nominee as a partner in any partnership or as a member in any limited liability company with all the rights and powers related thereto.

(c) **Delivery and Control.** Each Grantor agrees that with respect to any Investment Related Property in which it currently has rights it shall comply with the provisions of this Section 3.4(c) on or before the Closing Date and with respect to any Investment Related Property hereafter acquired by such Grantor it shall comply with the provisions of this Section 3.4(c) immediately upon acquiring rights therein, in each case in form and substance satisfactory to the Collateral Agent. With respect to any Investment Related Property that is represented by a certificate or that is an "instrument" (other than any Investment Related Property credited to a Securities Account) it shall cause such certificate or instrument to be delivered to the Collateral Agent, indorsed in blank by an "effective indorsement" (as defined in Section 8-107 of the UCC), regardless of whether such certificate constitutes a "certificated security" for purposes of the UCC. With respect to any Investment Related Property that is an "uncertificated security" for purposes of the UCC (other than any "uncertificated securities" credited to a Securities Account), it shall cause the issuer of such uncertificated security to either (i) register the Collateral Agent as the registered owner thereof on the books and records of the issuer or (ii) execute an agreement substantially in the form of Exhibit B hereto, pursuant to which such issuer agrees to comply with the Collateral Agent's instructions with respect to such uncertificated security without further consent by such Grantor. With respect to any Investment Related Property consisting of Securities Accounts or Securities Entitlements, it shall cause the securities intermediary maintaining such Securities Account or Securities Entitlement to enter into an agreement substantially in the form of Exhibit C hereto pursuant to which it shall agree to comply with the Collateral Agent's "entitlement orders" without further consent by such Grantor. In addition to the foregoing, if any issuer of any Investment Related Property is located in a jurisdiction outside of the United States, each Grantor shall take such commercially reasonable additional actions, including, without limitation, causing the issuer to register the pledge on its books and records or making such filings or recordings, in each case as may be necessary or advisable, under the laws of such issuer's jurisdiction to insure the validity, perfection and priority of the security interest of the Collateral Agent. Upon the occurrence of an Event of Default, the Collateral Agent shall have the right, without notice to any Grantor, to transfer all or any portion of the Investment Related Property to its name or the name of its nominee or agent. In addition, the Collateral Agent shall have the right at any time, without notice to any Grantor, to exchange any certificates or instruments representing any Investment Related Property for certificates or instruments of smaller or larger denominations.

(d) Voting and Distributions.

continuing: (i) So long as no Event of Default shall have occurred and be

(A) except as otherwise provided in Section 3.4(b)(i) of this Agreement or elsewhere herein or in the Credit Agreement, each Grantor shall be entitled to exercise or refrain from exercising any and all voting and other consensual rights pertaining to the Investment Related Property or any part thereof for any purpose not inconsistent with the terms of this Agreement or the Credit Agreement; provided, no Grantor shall exercise or refrain from exercising any such right that would have a Material Adverse Effect on the value of the Investment Related Property or any part thereof; it being understood, however, that neither the voting by such Grantor of any Pledged Stock for, or such Grantor's consent to, the election of directors (or similar governing body) at a regularly scheduled annual or other meeting of stockholders or with respect to incidental matters at any such meeting, nor such Grantor's consent to or approval of any action otherwise permitted under this Agreement and the Credit Agreement, shall be deemed inconsistent with the terms of this Agreement or the Credit Agreement within the meaning of this Section 3.4(d)(i)(A), and no notice of any such voting or consent need be given to the Collateral Agent; and

(B) the Collateral Agent shall promptly execute and deliver (or cause to be executed and delivered) to each Grantor all proxies, and other instruments as such Grantor may from time to time reasonably request for the purpose of enabling such Grantor to exercise the voting and other consensual rights when and to the extent which it is entitled to exercise pursuant to clause (A) above;

Default: (ii) Upon the occurrence and during the continuation of an Event of

(A) all rights of each Grantor to exercise or refrain from exercising the voting and other consensual rights which it would otherwise be entitled to exercise pursuant hereto shall cease and all such rights shall thereupon become vested in the Collateral Agent who shall thereupon have the sole right to exercise such voting and other consensual rights; and

(B) in order to permit the Collateral Agent to exercise the voting and other consensual rights which it may be entitled to exercise pursuant hereto and to receive all dividends and other distributions which it may be entitled to receive hereunder: (1) each Grantor shall promptly execute and deliver (or cause to be executed and delivered) to the Collateral Agent all proxies,

dividend payment orders and other instruments as the Collateral Agent may from time to time reasonably request and (2) each Grantor acknowledges that the Collateral Agent may utilize the power of attorney set forth in Section 5.

3.5. Letter of Credit Rights.

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date and on each Credit Date, that all material letters of credit to which such Grantor has rights is listed on Schedule 3.5 (as amended or supplemented from time to time) hereto.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that with respect to any material letter of credit hereafter arising it shall: (i) obtain the consent of the issuer thereof to the assignment of the proceeds of the letter of credit to the Collateral Agent and shall deliver to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto or (ii) deliver each such letter of credit to the Collateral Agent.

3.6. Intellectual Property Collateral.

(a) Representations and Warranties. Except as disclosed in Schedule 3.6(H) (as amended or supplemented from time to time), each Grantor hereby represents and warrants, on the Closing Date and on each Credit Date, that:

(i) as of the Closing Date, Schedule 3.6 (as amended or supplemented from time to time) sets forth a true and complete list of (i) all United States, state and foreign registrations of and applications for Patents, Trademarks, and Copyrights owned by each Grantor and (ii) all Patent Licenses, Trademark Licenses, the loss, impairment or infringement of which could reasonably be expected to have a Material Adverse Effect;

(ii) it is the exclusive owner of the entire right, title, and interest in and to all Intellectual Property Collateral, the loss, impairment or infringement of which could reasonably be expected to have a Material Adverse Effect, listed on Schedule 3.6 (as amended or supplemented from time to time), and owns or has the valid right to use all other Intellectual Property Collateral used in or necessary to conduct its business, free and clear of all Liens, except for Permitted Liens and the licenses set forth on Schedule 3.6(B), (D), (F) and (G) (as each may be amended or supplemented from time to time);

(iii) to Grantor's knowledge, all Intellectual Property Collateral is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and each Grantor has performed all acts and has paid all renewal, maintenance, and other fees and taxes reasonably necessary to protect its interest in such Intellectual Property Collateral reasonably necessary to the conduct of the Grantor's business;;

(iv) all Intellectual Property Collateral, the loss, impairment or infringement of which could reasonably be expected to have a Material Adverse Effect, is valid and enforceable; no holding, decision, or judgment has been rendered in any action or proceeding before any court or administrative authority challenging the validity of, such Grantor's right to register, or such Grantor's rights to own or use, such Intellectual Property Collateral and to the best of such Grantor's knowledge, no such action or proceeding is pending or, to the best of such Grantor's knowledge, threatened;

(v) all registrations and applications for Copyrights, Patents and Trademarks the loss, impairment or infringement of which would reasonably be expected to have a Material Adverse Effect, are standing in the name of each Grantor, and none of the Trademarks, Patents, Copyrights or Trade Secret Collateral the loss, impairment or infringement of which would reasonably be expected to have a Material Adverse Effect, has been licensed by any Grantor to any affiliate or third party, except as disclosed in Schedule 3.6(B), (D), (F), or (G)(as each may be amended or supplemented from time to time);

(vi) each Grantor has been using appropriate statutory notice of registration in connection with its use of registered Trademarks, the loss, impairment or infringement of which could reasonably be expected to have a Material Adverse Effect, proper marking practices in connection with the use of Patents, the loss, impairment or infringement of which could reasonably be expected to have a Material Adverse Effect, and appropriate notice of copyright in connection with the publication of Copyrights, the loss, impairment or infringement of which could reasonably be expected to have a Material Adverse Effect;

(vii) each Grantor uses adequate standards of quality in the manufacture, distribution, and sale of all products sold and in the provision of all services rendered under or in connection with all Trademark Collateral, the loss, impairment or infringement of which could reasonably be expected to have a Material Adverse Effect;

(viii) to Grantor's knowledge, no claim has been made that the use of any Intellectual Property Collateral owned or used by Grantor (or any of its respective licensees) violates the asserted rights of any third party, and, to the best of each Grantor's knowledge, the conduct of such Grantor's business does not infringe upon any trademark, patent, copyright, trade secret or similar intellectual property right owned or controlled by a third party;

(ix) to the best of each Grantor's knowledge, no third party is infringing upon any Intellectual Property Collateral owned or used by such Grantor, the loss, impairment or infringement of which could reasonably be expected to have a Material Adverse Effect, or any of its respective licensees;

(x) no settlement or consents, covenants not to sue, non-assertion assurances, or releases have been entered into by Grantor or to which Grantor is bound that adversely effect Grantor's rights to own or use any Intellectual Property Collateral, the loss, impairment or infringement of which could reasonably be expected to have a Material Adverse Effect; and

(xi) each Grantor has not made a previous assignment, sale, transfer, or agreement constituting a present or future assignment sale, transfer, of any Intellectual Property Collateral the loss, impairment or infringement of which would reasonably be expected to have a Material Adverse Effect, that has not been terminated or released.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees as follows:

(i) it shall not do any act or omit to do any act whereby any of the Intellectual Property Collateral, the loss, impairment or infringement of which could reasonably be expected to have a Material Adverse Effect, may lapse, or become abandoned, dedicated to the public, or unenforceable, or which would adversely affect the validity, grant, or enforceability of the security interest granted therein;

(ii) it shall not, with respect to any Trademarks, the loss, impairment or infringement of which could reasonably be expected to have a Material Adverse Effect, cease the use of any of such Trademarks or fail to maintain the level of the quality of products sold and services rendered under any of such Trademark at a level at least substantially consistent with the quality of such products and services as of the date hereof, and each Grantor shall take commercially reasonable steps to insure that licensees of such Trademarks use such consistent standards of quality;

(iii) it shall, within thirty (30) days of the creation or acquisition of any Copyrightable work which is necessary to the business of Grantor, apply to register the Copyright in the United States Copyright Office;

(iv) it shall promptly notify the Collateral Agent if it knows that any item of the Intellectual Property Collateral the loss, impairment or infringement of which would reasonably be expected to have a Material Adverse Effect that is material to the business of any Grantor may become (a) abandoned or dedicated to the public or placed in the public domain, (b) invalid or unenforceable, or (c) subject to any adverse determination or development (including the institution of proceedings) in any action or proceeding in the United States Patent and Trademark Office, the United States Copyright Office, and state registry, any foreign counterpart of the foregoing, or any court;

(v) it shall take all reasonable steps in the United States Patent and Trademark Office, the United States Copyright Office, any state registry or any foreign counterpart of the foregoing, to pursue any application and maintain any registration of

each Trademark, Patent, and Copyright owned by any Grantor, the loss, impairment or infringement of which could reasonably be expected to have a Material Adverse Effect, and necessary to its business which is now or shall become included in the Intellectual Property Collateral (except for such works with respect to which such Grantor has determined in the exercise of its commercially reasonable judgment that it shall not seek registration) including, but not limited to, those items on Schedule 3.6(A), (C) and (E) (as each may be amended or supplemented from time to time);

(vi) in the event that any Intellectual Property Collateral owned by or exclusively licensed to any Grantor, the loss, impairment or infringement of which could reasonably be expected to have a Material Adverse Effect, is infringed, misappropriated, or diluted by a third party, such Grantor shall promptly take commercially reasonable actions to stop such infringement, misappropriation, or dilution and protect its exclusive rights in such Intellectual Property Collateral including, but not limited to, the initiation of a suit for injunctive relief and to recover damages;

(vii) it shall promptly (but in no event more than thirty (30) days after any Grantor obtains knowledge thereof) report to the Collateral Agent (i) the filing of any application to register any Intellectual Property Collateral with the United States Patent and Trademark Office, the United States Copyright Office, or any state registry or foreign counterpart of the foregoing (whether such application is filed by such Grantor or through any agent, employee, licensee, or designee thereof) and (ii) the registration of any Intellectual Property Collateral by any such office, in each case by executing and delivering to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto;

(viii) it shall, promptly upon the reasonable request of the Collateral Agent, execute and deliver to the Collateral Agent any document required to acknowledge, confirm, register, record, or perfect the Collateral Agent's interest in the United States in any part of the Intellectual Property Collateral, whether now owned or hereafter acquired;

(ix) except with the prior consent of the Collateral Agent or as permitted under the Credit Agreement, each Grantor shall not execute, and there will not be on file in any public office, any financing statement or other document or instruments, except financing statements or other documents or instruments filed or to be filed in favor of the Collateral Agent and each Grantor shall not sell, assign, transfer, grant any option, or create or suffer to exist any Lien upon or with respect to the Intellectual Property Collateral, except for the Lien created by and under this Security Agreement and the other Loan Documents;

(x) it shall hereafter use commercially reasonable efforts so as not to permit the inclusion in any contract to which it hereafter becomes a party of any provision that could or might materially impair or prevent the creation of a security interest in, or the

assignment of, such Grantor's rights and interests in any property included within the definitions of any Intellectual Property Collateral, the loss, impairment or infringement of which could reasonably be expected to have a Material Adverse Effect, acquired under such contracts;

(xi) it shall take all steps reasonably necessary to protect the secrecy of all trade secrets relating to the products and services sold or delivered under or in connection with the Intellectual Property Collateral, the loss, impairment or infringement of which could reasonably be expected to have a Material Adverse Effect, including, without limitation, entering into confidentiality agreements with employees and labeling and restricting access to secret information and documents;

(xii) it shall use proper statutory notice in connection with its use of any of the Intellectual Property Collateral, the loss, impairment or infringement of which could reasonably be expected to have a Material Adverse Effect; and

(xiii) it shall continue to collect, at its own expense, all amounts due or to become due to such Grantor in respect of the Intellectual Property Collateral or any portion thereof. In connection with such collections, each Grantor may take (and, at the Collateral Agent's reasonable direction, shall take) such action as such Grantor may deem reasonably necessary or advisable to enforce collection of such amounts. Notwithstanding the foregoing, the Collateral Agent shall have the right at any time, to notify, or require any Grantor to notify, any obligors with respect to any such amounts of the existence of the security interest created hereby.

SECTION 4. ACCESS; RIGHT OF INSPECTION AND FURTHER ASSURANCES; ADDITIONAL GRANTORS.

4.1. Access; Right of Inspection. The Collateral Agent and its representatives shall at all times also have the right to enter any premises of each Grantor and inspect any property of each Grantor where any of the Intellectual Property, Inventory or Equipment of such Grantor granted pursuant to this Agreement is located for the purpose of inspecting the same, observing its use or otherwise protecting its interests therein all upon reasonable notice and at such reasonable times during normal business hours and as often as may reasonably be requested.

4.2. Further Assurances.

(a) Each Grantor agrees that from time to time, at the expense of such Grantor, that it shall promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or advisable, including such further action arising from the adoption of Revised Article 9 in the State of New York, or that the Collateral Agent may reasonably request, in order to create and/or maintain the validity, perfection or priority of and protect any security interest granted or purported to be granted hereby or to enable the Collateral

Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral, as a result of the adoption of Revised Article 9 in the State of New York. Without limiting the generality of the foregoing, each Grantor shall:

(i) execute and file such financing or continuation statements, or amendments thereto, and execute and deliver such other agreements, instruments, endorsements, powers of attorney or notices, as may be necessary or advisable, or as the Collateral Agent may reasonably request, in order to perfect and preserve the security interests granted or purported to be granted hereby;

(ii) take all actions necessary to ensure the recordation of appropriate evidence of the liens and security interest granted hereunder in the Intellectual Property Collateral with any intellectual property registry in which said Intellectual Property Collateral is registered or in which an application for registration is pending including, without limitation, the United States Patent and Trademark Office, the United States Copyright Office, the various Secretaries of State, and, to the extent commercially reasonable, the foreign counterparts on any of the foregoing; and

(iii) at the Collateral Agent's request, appear in and defend any action or proceeding that may affect such Grantor's title to or the Collateral Agent's security interest in all or any part of the Collateral.

(b) In addition, to the extent permitted by applicable law, each Grantor hereby authorizes the Collateral Agent to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of such Grantor. Each Grantor agrees that a carbon, photographic or other reproduction of this Agreement or of a financing statement signed by such Grantor shall be sufficient as a financing statement and may be filed as a financing statement in any and all jurisdictions. Each Grantor shall furnish to the Collateral Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Collateral Agent may reasonably request, all in reasonable detail.

(c) Each Grantor hereby authorizes the Collateral Agent to file a record or records (as defined in Revised Article 9), including, without limitation, financing statements, in all jurisdictions and with all filing offices as the Collateral Agent may determine, in its reasonable discretion, are necessary to perfect the security interest granted to the Collateral Agent herein. Such financing statements may describe the Collateral in the same manner as described herein or may contain an indication or description of collateral that describes such property in any other manner as the Collateral Agent may determine, in its reasonable discretion, is necessary, to ensure the perfection of the security interest in the Collateral granted to the Collateral Agent herein, including, without limitation, describing such property as "all assets" or "all personal property."

(d) Each Grantor hereby authorizes the Collateral Agent to modify this Agreement after obtaining such Grantor's approval of or signature to such modification by

amending Schedule 3.6 (as amended or supplemented from time to time) to include reference to any right, title or interest in any existing Intellectual Property Collateral or any Intellectual Property Collateral acquired or developed by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which any Grantor no longer has or claims any right, title or interest.

(e) Each Grantor shall, through the compliance of the covenants contained herein and through any other actions that may be required, continuously maintain from the date made the truthfulness and accuracy of every representation, warranty and certification made herein until the termination of this Agreement by its terms.

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

SECTION 5. COLLATERAL AGENT APPOINTED ATTORNEY-IN-FACT.

5.1. Power of Attorney. Each Grantor hereby irrevocably appoints the Collateral Agent (such appointment being coupled with an interest) as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor, the Collateral Agent or otherwise, from time to time in the Collateral Agent's discretion, to take any action and to execute any instrument that the Collateral Agent may deem reasonably necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, the following:

(a) upon the occurrence and during the continuance of any Event of Default, to obtain and adjust insurance required to be maintained by such Grantor or paid to the Collateral Agent pursuant to the Credit Agreement;

(b) upon the occurrence and during the continuance of any Event of Default, to ask for, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(c) upon the occurrence and during the continuance of any Event of Default, to receive, endorse and collect any drafts or other instruments, documents and chattel paper in

connection with clause (b) above;

(d) upon the occurrence and during the continuance of any Event of Default, to file any claims or take any action or institute any proceedings that the Collateral Agent may deem necessary or advisable for the collection of any of the Collateral or otherwise to enforce the rights of the Collateral Agent with respect to any of the Collateral;

(e) to prepare, sign and file any UCC financing statements in the name of such Grantor as debtor;

(f) to prepare, sign, and file for recordation in any intellectual property registry, appropriate evidence of the lien and security interest granted herein in the Intellectual Property Collateral in the name of Grantor as assignor;

(g) to take or cause to be taken all actions necessary to perform or comply or cause performance or compliance with the terms of this Agreement, including, without limitation, access to pay or discharge taxes or Liens (other than Liens permitted under this Agreement or the Credit Agreement) levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Collateral Agent in its sole discretion, any such payments made by the Collateral Agent to become obligations of such Grantor to the Collateral Agent, due and payable immediately without demand; provided, however, that the Collateral Agent agrees to refrain from taking any such action with respect to a default under the Credit Agreement until the expiration of any time period provided for in the Credit Agreement to cure such default; and

(h) upon the occurrence and during the continuance of any Event of Default, generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Collateral Agent were the absolute owner thereof for all purposes, and to do, at the Collateral Agent's option and such Grantor's expense, at any time or from time to time, all acts and things that the Collateral Agent deems reasonably necessary to protect, preserve or realize upon the Collateral and the Collateral Agent's security interest therein in order to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

5.2. No Duty on the Part of Collateral Agent or Secured Parties. The powers conferred on the Collateral Agent hereunder are solely to protect the interests of the Secured Parties in the Collateral and shall not impose any duty upon the Collateral Agent or any Secured Party to exercise any such powers. The Collateral Agent and the Secured Parties 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.

SECTION 6. REMEDIES.

6.1. Generally. Upon the occurrence and during the continuance of any Event of Default:

(a) The Collateral Agent may exercise in respect of the Collateral, in addition to all other rights and remedies provided for herein or otherwise available to it at law or in equity, all the rights and remedies of the Collateral Agent on default under the UCC (whether or not the UCC applies to the affected Collateral), and also may pursue any of the following separately, successively or simultaneously:

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

(ii) enter onto the property where any Collateral is located and take possession thereof with or without judicial process;

(iii) prior to the disposition of the Collateral, store, process, repair or recondition the Collateral or otherwise prepare the Collateral for disposition in any manner to the extent the Collateral Agent deems appropriate; and

(iv) without notice except as specified below, sell, assign, lease, license (on an exclusive or non-exclusive basis) or otherwise dispose of the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Collateral Agent's offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as the Collateral Agent may deem commercially reasonable.

(b) The Collateral Agent or any Secured Party may be the purchaser of any or all of the Collateral at any sale and the Collateral Agent, as collateral agent for and representative of the Secured Parties, shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such public sale, to use and apply any of the Secured Obligations as a credit on account of the purchase price for any Collateral payable by the Collateral Agent at such sale. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Collateral Agent shall not be obligated to make any sale of Collateral regardless

of notice of sale having been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Grantor hereby waives any claims against the Collateral Agent arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if the Collateral Agent accepts the first offer received and does not offer such Collateral to more than one offeree. If the proceeds of any sale or other disposition of the Collateral are insufficient to pay all the Secured Obligations, Grantors shall be liable for the deficiency and the fees of any attorneys employed by the Collateral Agent to collect such deficiency. Each Grantor further agrees that a breach of any of the covenants contained in this Section will cause irreparable injury to the Collateral Agent, that the Collateral Agent has no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 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 default has occurred giving rise to the Secured Obligations becoming due and payable prior to their stated maturities. Nothing in this Section shall in any way alter the rights of the Collateral Agent hereunder.

(c) The Collateral Agent may sell the Collateral without giving any warranties as to the Collateral. The Collateral Agent may specifically disclaim any warranties of title or the like. This procedure will not be considered to adversely effect the commercial reasonableness of any sale of the Collateral.

(d) If the Collateral Agent sells any of the Collateral on credit, the Secured Obligations will be credited only with payments actually made by the purchaser and received by the Collateral Agent and applied to the indebtedness of the purchaser. In the event the purchaser fails to pay for the Collateral, the Collateral Agent may resell the Collateral.

(e) The Collateral Agent shall have no obligation to marshal any of the Collateral.

6.2. Investment Related Property. Each Grantor recognizes that, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws, the Collateral Agent may be compelled, with respect to any sale (pursuant to Section 6.1) of all or any part of the Investment Related Property conducted without prior registration or qualification of such Investment Related Property under the Securities Act and/or such state securities laws, to limit purchasers to those who will agree, among other things, to acquire the Investment Related Property for their own account, for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges that any such private sale may be at prices and on terms less favorable than those obtainable through a public sale without such restrictions (including a public offering made pursuant to a registration statement under the Securities Act) and, notwithstanding such circumstances, each Grantor agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner and that the Collateral Agent shall have no obligation to engage in public sales and no obligation to delay the sale of any Investment Related Property

for the period of time necessary to permit the issuer thereof to register it for a form of public sale requiring registration under the Securities Act or under applicable state securities laws, even if such issuer would, or should, agree to so register it. If the Collateral Agent determines to exercise its right to sell any or all of the Investment Related Property, upon written request, each Grantor shall and shall cause each issuer of any Pledged Stock to be sold hereunder, each partnership and each limited liability company from time to time to furnish to the Collateral Agent all such information as the Collateral Agent may reasonably request in order to determine the number and nature of interest, shares or other instruments included in the Investment Related Property which may be sold by the Collateral Agent in exempt transactions under the Securities Act and the rules and regulations of the Securities and Exchange Commission thereunder, as the same are from time to time in effect.

6.3. Intellectual Property Collateral.

(a) Anything contained herein to the contrary notwithstanding, upon the occurrence and during the continuation of an Event of Default:

(i) the Collateral Agent shall have the right (but not the obligation) to bring suit or otherwise commence any action or proceeding in the name of any Grantor, the Collateral Agent or otherwise, in the Collateral Agent's reasonable discretion, to enforce any Intellectual Property Collateral, in which event such Grantor shall, at the request of the Collateral Agent, do any and all lawful acts and execute any and all documents required by the Collateral Agent in aid of such enforcement and such Grantor shall promptly, upon demand, reimburse and indemnify the Collateral Agent as provided in Section 10.3 of the Credit Agreement in connection with the exercise of its rights under this Section, and, to the extent that the Collateral Agent shall elect not to bring suit to enforce any Intellectual Property Collateral as provided in this Section, each Grantor agrees to use all reasonable measures, whether by action, suit, proceeding or otherwise, to prevent the infringement of any of the Intellectual Property Collateral by others and for that purpose agrees to diligently maintain any action, suit or proceeding against any Person so infringing as shall be necessary to prevent such infringement;

(ii) upon written demand from the Collateral Agent, each Grantor shall grant, assign, convey or otherwise transfer to the Collateral Agent all of such Grantor's right, title and interest in and to the Intellectual Property Collateral and shall execute and deliver to the Collateral Agent such documents as are necessary or appropriate to carry out the intent and purposes of this Agreement;

(iii) each Grantor agrees that such an assignment and/or recording shall be applied to reduce the Secured Obligations outstanding only to the extent that the Collateral Agent (or any Lender or any Lender Counterparty) receives cash proceeds in respect of the sale of, or other realization upon, the Intellectual Property Collateral;

(iv) within five (5) Business Days after written notice from the

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

(v) the Collateral Agent shall have the right to notify, or require each Grantor to notify, any obligors with respect to amounts due or to become due to such Grantor in respect of the Intellectual Property Collateral, of the existence of the security interest created herein, to direct such obligors to make payment of all such amounts directly to the Collateral Agent, and, upon such notification and at the expense of such Grantor, to enforce collection of any such amounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done;

(1) all amounts and proceeds (including checks and other instruments) received by Grantor in respect of amounts due to such Grantor in respect of the Collateral or any portion thereof shall be received in trust for the benefit of the Collateral Agent hereunder, shall be segregated from other funds of such Grantor and shall be forthwith paid over or delivered to the Collateral Agent in the same form as so received (with any necessary endorsement) to be applied as provided by Section 6.5; and

(2) Grantor shall not adjust, settle or compromise the amount or payment of any such amount or release wholly or partly any obligor with respect thereto or allow any credit or discount thereon.

(b) If (i) an Event of Default shall have occurred and, by reason of cure, waiver, modification, amendment or otherwise, no longer be continuing, (ii) no other Event of Default shall have occurred and be continuing, (iii) an assignment or other transfer to the Collateral Agent of any rights, title and interests in and to the Intellectual Property Collateral shall have been previously made and shall have become absolute and effective, and (iv) the Secured Obligations shall not have become immediately due and payable, upon the written request of any Grantor, the Collateral Agent shall promptly execute and deliver to such Grantor, at such Grantor's sole cost and expense, such assignments or other transfer as may be necessary to reassign to such Grantor any such rights, title and interests as may have been assigned to the Collateral Agent as aforesaid, subject to any disposition thereof that may have been made by the Collateral Agent; provided, after giving effect to such reassignment, the Collateral Agent's security interest granted pursuant hereto, as well as all other rights and remedies of the Collateral

Agent granted hereunder, shall continue to be in full force and effect; and provided further, the rights, title and interests so reassigned shall be free and clear of all Liens other than Liens (if any) encumbering such rights, title and interest at the time of their assignment to the Collateral Agent and Permitted Liens.

(c) Solely for the purpose of enabling the Collateral Agent to exercise rights and remedies under this Section 6 and at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent, to the extent it has the right to do so, an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to such Grantor), subject, in the case of Trademarks, to sufficient rights to quality control and inspection in favor of such Grantor to avoid the risk of invalidation of said Trademarks, to use, operate under, license, or sublicense any Intellectual Property Collateral now owned or hereafter acquired by such Grantor, and wherever the same may be located.

6.4. Cash Proceeds. In addition to the rights of the Collateral Agent specified in Section 3.3 with respect to payments of Receivables, if an Event of Default shall have occurred and be continuing, the Collateral Agent may, in its sole discretion, with respect to all proceeds of any Collateral received by the Collateral Agent (whether from a Grantor or otherwise) consisting of cash, checks and other near-cash items (collectively, "Cash Proceeds") apply such Cash Proceeds against the Secured Obligations then due and owing.

6.5. Application of Proceeds. Except as expressly provided elsewhere in this Agreement, all proceeds received by the Collateral Agent in respect of any sale, any collection from, or other realization upon all or any part of the Collateral shall be applied in full or in part by the Collateral Agent against, the Secured Obligations in the following order of priority: first, to the payment of all costs and expenses of such sale, collection or other realization, including reasonable out-of-pocket expenses, liabilities and advances made or incurred by the Collateral Agent in connection therewith, and all amounts for which the Collateral Agent is entitled to indemnification hereunder (in its capacity as the Collateral Agent and not as a Lender) and all advances made by the Collateral Agent hereunder for the account of the applicable Grantor, and to the payment of all costs and expenses paid or incurred by the Collateral Agent in connection with the exercise of any right or remedy hereunder or under the Credit Agreement, all in accordance with the terms hereof or thereof; second, to the extent of any excess, to the payment of all other Secured Obligations for the ratable benefit of the Lenders and the Lender Counterparties; and third, to the extent of any excess such proceeds, to the payment to or upon the order of such Grantor or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

SECTION 7. COLLATERAL AGENT.

The Collateral Agent has been appointed to act as Collateral Agent hereunder by Lenders and, by their acceptance of the benefits hereof, the other Secured Parties. The Collateral Agent

shall be obligated, and shall have the right hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of Collateral), solely in accordance with this Agreement and the Credit Agreement; provided, the Collateral Agent shall, after payment in full of all Obligations under the Credit Agreement and the other Credit Documents, exercise, or refrain from exercising, any remedies provided for herein in accordance with the instructions of the holders of a majority of the aggregate notional amount (or, with respect to any Hedge Agreement that has been terminated in accordance with its terms, the amount then due and payable (exclusive of expenses and similar payments but including any early termination payments then due) under such Hedge Agreement) under all Hedge Agreements (Requisite Lenders or, if applicable, such holders being referred to herein as "**Requisite Obligees**"). In furtherance of the foregoing provisions of this Section, each Lender Counterparty, by its acceptance of the benefits hereof, agrees that it shall have no right individually to realize upon any of the Collateral hereunder, it being understood and agreed by such Lender Counterparty that all rights and remedies hereunder may be exercised solely by the Collateral Agent for the benefit of Lenders and Lender Counterparties in accordance with the terms of this Section. The Collateral Agent shall at all times be the same Person that is Administrative Agent under the Credit Agreement. Written notice of resignation by Administrative Agent pursuant to terms of the Credit Agreement shall also constitute notice of resignation as the Collateral Agent under this Agreement; removal of Administrative Agent pursuant to the terms of the Credit Agreement shall also constitute removal as the Collateral Agent under this Agreement; and appointment of a successor Administrative Agent pursuant to the terms of the Credit Agreement shall also constitute appointment of a successor Collateral Agent under this Agreement. Upon the acceptance of any appointment as Administrative Agent under the terms of the Credit Agreement by a successor Administrative Agent, that successor Administrative Agent shall thereby also be deemed the successor Collateral Agent and such successor Collateral Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Collateral Agent under this Agreement, and the retiring or removed Collateral Agent under this Agreement shall promptly (i) transfer to such successor Collateral Agent all sums, Securities and other items of Collateral held hereunder, together with all records and other documents necessary or appropriate in connection with the performance of the duties of the successor Collateral Agent under this Agreement, and (ii) execute and deliver to such successor Collateral Agent such amendments to financing statements, and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Collateral Agent of the security interests created hereunder, whereupon such retiring or removed Collateral Agent shall be discharged from its duties and obligations under this Agreement. After any retiring or removed Collateral Agent's resignation or removal hereunder as the Collateral Agent, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it under this Agreement while it was the Collateral Agent hereunder.

SECTION 8. CONTINUING SECURITY INTEREST; TRANSFER OF LOANS.

This Agreement shall create a continuing security interest in the Collateral and shall remain

in full force and effect until the payment in full of all Secured Obligations, the cancellation or termination of the Commitments and the cancellation or expiration of all outstanding Letters of Credit, be binding upon each Grantor, its successors and assigns, and inure, together with the rights and remedies of the Collateral Agent hereunder, to the benefit of the Collateral Agent and its successors, transferees and permitted assigns. Without limiting the generality of the foregoing, but subject to the terms of the Credit Agreement, any Lender may assign or otherwise transfer any Loans held by it to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to Lenders herein or otherwise. Upon the payment in full of all Secured Obligations, the cancellation or termination of the Commitments and the cancellation or expiration of all outstanding Letters of Credit, the security interest granted hereby shall terminate hereunder and of record and all rights to the Collateral shall revert to Grantors. Upon any such termination the Collateral Agent shall, at Grantors' expense, execute and deliver to Grantors such documents as Grantors shall reasonably request to evidence such termination.

SECTION 9. STANDARD OF CARE; COLLATERAL AGENT MAY PERFORM.

The powers conferred on the Collateral Agent hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Collateral Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. The Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of Collateral in its possession if such Collateral is accorded treatment substantially equal to that which the Collateral Agent accords its own property. Neither the Collateral Agent nor any of its directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part 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 otherwise. If any Grantor fails to perform any agreement contained herein, the Collateral Agent may, after the expiration of applicable cure periods, perform, or cause performance of, such agreement, and the expenses of the Collateral Agent incurred in connection therewith shall be payable by each Grantor under Section 10.2 of the Credit Agreement.

SECTION 10. MISCELLANEOUS.

Any notice required or permitted to be given under this Agreement shall be given in accordance with Section 10.1 of the Credit Agreement. No failure or delay on the part of the Collateral Agent in the exercise of any power, right or privilege hereunder or under any other Credit Document shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Agreement and the other Credit Documents are cumulative

to, and not exclusive of, any rights or remedies otherwise available. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or would otherwise be within the limitations of, another covenant shall not avoid the occurrence of a Default or an Event of Default if such action is taken or condition exists. This Agreement shall be binding upon and inure to the benefit of the Collateral Agent and Grantors and their respective successors and assigns. No Grantor shall, without the prior written consent of the Collateral Agent, assign any right, duty or obligation hereunder. This Agreement and the other Credit Documents embody the entire agreement and understanding between Grantors and the Collateral Agent and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Credit Documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. If any Grantor fails to perform any agreement contained herein, the Collateral Agent may, if an Event of Default occurs and is continuing, perform, or cause performance of, such Agreement, and the expenses of the Collateral Agent incurred in connection therewith shall be payable by each Grantor under Section 10.2 of the Credit Agreement.

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES
HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND
ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

[Remainder of page intentionally left blank]

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

ISG ACQUISITION CORP.

By: Timothy J. Schriener
Name: Timothy J. Schriener
Title: Chief Financial Operating Officer

ISG e-CRM ACQUISITION CORP.

By: Timothy J. Schriener
Name: Timothy J. Schriener
Title: Chief Financial Operating Officer

DATAFORMS, INC.

By: Timothy J. Schriener
Name: Timothy J. Schriener
Title: Chief Financial Officer

**FORMCRAFT HOLDINGS GENERAL
PARTNER, INC.**

By: Timothy J. Schriener
Name: Timothy J. Schriener
Title: Chief Financial Officer

**FORMCRAFT HOLDINGS LIMITED
PARTNER, INC.**

By: Timothy J. Schriener
Name: Timothy J. Schriener
Title: Chief Financial Officer

**REYNOLDS AND REYNOLDS (TEXAS) LTD.,
LLP**

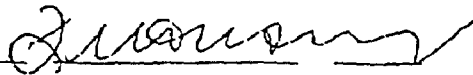
By: Timothy J. Schriener
Name: Timothy J. Schriener
Title: Chief Financial Officer

THE BANK OF NOVA SCOTIA
(ATLANTA AGENCY), as Collateral
Agent

By: _____

Name:

Title:


F.C.H. Ashby
Senior Manager Loan Operations

THE BANK OF NOVA SCOTIA
(MONTREAL MAIN BRANCH), as
Collateral Agent

By: _____

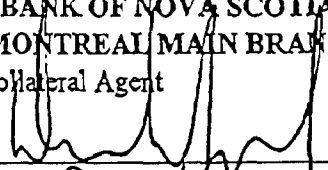
Name:

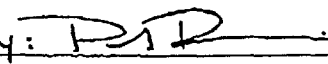
Title:

THE BANK OF NOVA SCOTIA
(ATLANTA AGENCY), as Collateral
Agent

By: _____
Name:
Title:

THE BANK OF NOVA SCOTIA
(MONTREAL MAIN BRANCH), as
Collateral Agent

By:  _____
Name: David Angel
Title: Director

By:  _____
NAME: PAUL FRIMONESI
TITLE: DIRECTOR

Schedule 3.2

Location of Equipment and Inventory

ISG Acquisition Corp.

Location	Address	Purpose
Emigsville, PA	York County Industrial Park Emigsville, PA 17318	PA50 – Manufacturing Plant
Goshen, IN	1302 Eisenhower Drive North Goshen, IN 46526	IN20 – Manufacturing Plant
Hagerstown, MD	14515 Pennsylvania Avenue Hagerstown, MD 21742	MD25 – Manufacturing Plant
Haines City, FL	250 Dyson Road Haines City, FL 33844	FL40 - Business Service Center
Lebanon, IN	1500 W. South Street Lebanon, IN 46052	IN10 – Manufacturing Plant and Business Service Center
Livermore, CA	5775 Brisa Street Livermore, CA 94550	CA66 – Manufacturing Plant and Business Service Center
Newark, OH	200 Terrace Court Newark, OH 43055	OH65 – Manufacturing Plant
Phoenix, AZ	40 South 45 th Avenue Phoenix, AZ 85043	AZ01 – Manufacturing Plant and Business Service Center
St. Johns, FL	11201 St. Johns Industrial Parkway S. Jacksonville, FL 32246	FL04 – Manufacturing Plant
Tulare, CA	700 E. Continental Avenue Tulare, CA 93274	CA68 – Business Service Center
Tucson, AZ	2601 N. Campbell Avenue Suite 109 Tucson, AZ 85719	AZ12 – Sales Office
York, PA	3325 Connelly Road York, PA	Base Stock Storage
Orange County, CA	1516 Brookhollow Drive Santa Ana, CA 92705	CA04 – Sales Office
Carson, CA	451 East Carson Plaza Drive Suite 104 Carson, CA 90746	CA08 – Sales Office
Fresno, CA	7555 N. Del Mar Suite 205 Fresno, CA 93711	CA15 – Sales Office
Ontario, CA	425 South Rockefeller Avenue Ontario, CA 91761	CA24 – Manufacturing Plant, Business Service Center and Sales Office

Location	Address	Purpose
Los Angeles, CA	1100 Coiner Court Bldg 150 City of Industry, CA 91748	CA25 – Business Service Center
Los Angeles, CA	9207 Oakdale Avenue Chatsworth, CA 91311-6520	CA27 – Sales Office
Sacramento, CA	2920 Prospect Park Drive Suite 110 Rancho Cordova, CA 95670	CA43 – Sales Office
San Mateo, CA	400 S. El Camino Real Suite 450 San Mateo, CA 94402	CA48 – Sales Office
Sacramento, CA	10060 Mill Station Road Rancho Cordova, CA 95827	CA49 – Business Service Center
San Diego, CA	8928 Terman Court San Diego, CA 92121-3218	CA53 – Sales Office
San Francisco (Pleasanton BSD)	3825 Hopyard Road Suite 145 Pleasanton, CA 94588	CA63 – Sales Office
Emeryville, CA	6400 Hollis Street Suite 2 Emeryville, CA 94608	CA67 – Sales Office
Santa Clara, CA	2953 Bunker Hill Lane Suite 206 Santa Clara, CA 95054	CA80 – Sales Office
San Jose, CA	830 Hillview Court Suite 245 Milpitas, CA 95036	CA81 – Sales Office
Denver, CO	11175 East 55 th Avenue Denver, CO 80239	CO06 - Business Service Center and Sales Office
Fairfield, CT	1305 Post Road, Suite 307 Fairfield, CT 06430	CT10 – Sales Office
Hartford, CT	365 Silas Deane Hwy Suite 501 Wethersfield, CT 06109	CT12 – Sales Office
Hagerstown, MD	16125 Business Parkway Hagerstown, MD 21740	Equipment Storage
Ft. Lauderdale, FL	5243 NW 33 rd Avenue Ft. Lauderdale, FL 33309	FL01 – Sales Office
Miami, FL	8525 NW 53 rd Terrace Suite 202 Miami, FL 33166	FL02 – Sales Office
Jacksonville, FL	8917 Western Way, Suite 7 Jacksonville, FL 32256	FL07 – Sales Office

Location	Address	Purpose
Orlando, FL	1060 W. State Road 434 Suite 116 Longwood, FL 32750	FL15 – Sales Office
Tampa, FL	5110 Eisenhower Boulevard Suite 330 Tampa, FL 33634	FL29 – Sales Office
Olympia, WA	2401 Bristol Court SW Olympia, WA 98502	FO49 – Sales Office
Vancouver, WA	519 SE 116 th Avenue, Suite 1- B Vancouver, WA 98683	FO53 – Sales Office
Atlanta, GA	1650 Westfork Drive Suite 101 Lithia Springs, GA 30122	GA03 - Business Service Center
Atlanta, GA	3300 Breckenridge Boulevard, Suite 100 Duluth, GA 30096	GA04 – Sales Office
Columbus, GA	5651 Whitesville Road Suite 104 Columbus, GA 31909	GA09 – Sales Office
Honolulu, HI	711 Kapiolani Boulevard Suite 1125 Honolulu, HI 96813-5214	HI01 – Sales Office
Des Moines, IA	4601 Westown Parkway Suite 214 West Des Moines, IA 50266	IA04 – Sales Office
Moline, IA	1035 Lincoln Road, Suite 300 Bettendorf, IA 52722	IA06 – Sales Office
Boise, ID	500 Idaho Street Suite 265 Boise, ID 83702	ID02 – Sales Office
Schaumburg, IL	1834 Walden Office Park Suite 400 Schaumburg, IL 60173	IL04 – Sales Office
South Holland, IL	500 Armory Drive Suite 105 South Holland, IL 60473	IL08 – Sales Office
Peoria, IL	4507 N. Sterling Avenue Suite 203 Peoria, IL 61615	IL09 – Sales Office
Chicago, IL	2012 Corporate Lane Suite 116 Naperville, IL 60563	IL13 – Business Service Center

Location	Address	Purpose
Ft. Wayne, IN	6110 Constitution Drive Suites 1-D and 1E Fort Wayne, IN 46804	IN05 – Sales Office
Indianapolis, IN	9265 Counselor's Row Suite 120 Indianapolis, IN 46240	IN08 – Sales Office
Kansas City, KS	9824 Pflumm Road Lenexa, KS 66215	KS02 - Business Service Center, Print Shop and Sales Office
Louisville, KY	10401 Linn Station Road Suite 136 Louisville, KY 40223	KY05 – Sales Office
New Orleans, LA	3017 Harvard Avenue Suite 102 Metairie, LA 70006	LA05 – Sales Office
Boston, MA	460 Totten Pond Road Suite 6 Waltham, MA 02451-1911	MA09 – Sales Office
Boston, MA	27 Otis Street, Suite A Westborough, MA 01581	MA10 – Business Service Center
Baltimore, MD	10010 Junction Drive Suite 212 Annapolis Junction, MD 20701	MD07 – Sales Office
Portland, ME	80 Pine Tree Industrial Parkway Portland, ME 04102	ME01 – Sales Office
Detroit, MI	15511 Pine Drive Romulus, MI 48174	MI03 - Business Service Center
Detroit, MI	24800 Denso Drive Suites 140 & 170 Southfield, MI 48034	MI05 – Sales Office
Grand Rapids, MI	3500 Kraft Road SE Grand Rapids, MI 49512	MI14 – Sales Office
Niles, MI	333 N 2 nd Street Suite 308 Niles, MI 49120	MI21 – Sales Office
Kalamazoo, MI	5228 Lovers Lane Suite 104 Portage, MI 49002	MI25 – Sales Office
Charlotte, NC	4001 Performance Road Charlotte, NC 28214	NC04 - Manufacturing Plant and Business Service Center
Greensboro, NC	4002-C Spring Garden Street Greensboro, NC 27407-1006	NC07 – Sales Office

Location	Address	Purpose
Raleigh, NC	601 Hutton Street Suite 101 Raleigh, NC 27606	NC08 – Sales Office
Greenville, NC	3015 S. Memorial Drive Suite D Greenville, NC 27834	NC45 – Sales Office
Manchester, NH	350 Harvey Road Unit 3 Building A Manchester, NH 03103	NH01 – Sales Office
Edison, NJ	90 Northfield Avenue Bldg 423 Edison, NJ 08837	NJ09 - Business Service Center and Sales Office
Parsippany, NJ	119 Cherry Hill Road 3 rd Floor Parsippany, NJ 07054	NJ13 – Sales Office
Las Vegas, NV	2655 S. Rainbow Boulevard Suite 405 Las Vegas, NV 89102	NV03 – Sales Office
Albany, NY	12 Avis Drive Suite 13 Latham, NY 12110	NY02 – Sales Office
Buffalo, NY	4285 Genesee Street Suite 170 Cheektowaga, NY 14225	NY05 – Sales Office
New York, NY	450 Seventh Avenue Suite 1800 New York, NY 10123	NY15 – Sales Office
New York, NY	70 W. 36 th Street Suite 700 New York, NY 10018	NY16 – Sales Office
White Plains, NY	525 N. Broadway Suite 202 White Plains, NY 10603	NY18 – Sales Office
Rochester, NY	763 Crosskeys Office Park Fairport, NY 14445	NY20 – Sales Office
Dayton, OH	7700 Paragon Road Suite A Centerville, OH 45459	OH16 – Sales Office
Akron, OH	1525 Corporate Woods Parkway, Suite 200 Uniontown, OH 44685	OH21 - Sales Office
Canton, OH	1510 Linwood Avenue, SW Canton, OH 44710	OH25 - Business Service Center

Location	Address	Purpose
Cincinnati, OH	9974 International Boulevard Cincinnati, OH 45246	OH35 - Business Service Center and Sales Office
Cleveland, OH	5400 Transportation Boulevard, Suite 5 Garfield Heights, OH 44125	OH40 - Sales Office
Columbus, OH	2235 Southwest Boulevard Grove City, OH 43123	OH44 - Business Service Center, Manufacturing and Sales Office
Columbus, OH	C/o Huntington National Bank 5061 Freeway Drive East Columbus, OH 43229	OH46 - Sales Office [no lease and no rent paid - in Customer's site.]
Youngstown, OH	5611 Market Street Youngstown, OH 44512	OH58 - Sales Office
Oklahoma City, OK	306 N. Meridian Street Oklahoma City, OK 73107	OK03 - Business Service Center and Sales Office
Portland, OR	7070 SW Fir Loop Suite 200 Tigard, OR 97223-8054	OR04 - Sales Office
Allentown, PA	5920 Hamilton Boulevard Room 105 Allentown, PA 18106	PA02 - Sales Office
Philadelphia, PA	216 Mall Boulevard Suite 208 King of Prussia, PA 19406	PA26 - Sales Office
Philadelphia, PA	6900 Lindbergh Boulevard Philadelphia, PA 19142	PA28 - Business Service Center
Pittsburgh, PA	2525 Railroad Street Pittsburgh, PA 15222	PA33 - Business Service Center
Pittsburgh, PA	Buncher Commerce Park Bldg 10 Leetsdale, PA 15056	PA35 - Business Service Center and Sales Office
Harrisburg, PA	3913 Hartzdale Drive Suite 1300 Camp Hill, PA 17011	PA54 - Sales Office
Providence, RI	One Commerce Way Suite 201 Johnston, RI 02919	RI02 - Sales Office
Charleston, SC	1744 Sam Rittenburg Boulevard Highway 7 Windjammer Offices Suite C Charleston, SC 29407	SC01 - Sales Office [1 ISG rep; shared with AG]

Location	Address	Purpose
Columbia, SC	4700 Forest Drive Suite 104 Columbia, SC 29206	SC05 – Sales Office
Greenville, SC	250 Executive Center Drive Suite 108 Greenville, SC 29615	SC09 – Sales Office
Darlington, SC	116 N. Main Street Darlington, SC 29532	SC20 – Sales Office
Chattanooga, TN	6080 Shallowford Road Space 110 Chattanooga, TN 37421	TN03 – Sales Office
Knoxville, TN	5908 Toole Drive Knoxville, TN 37919	TN06 – Sales Office
Memphis, TN	7990 Trinity Road Suites 113 – 116 Cordova, TN 38018	TN10 – Sales Office
Nashville, TN	783 Old Hickory Boulevard Suite 355 Brentwood, TN 37027	TN15 – Sales Office
Washington DC	1604 Springhill Road Suite 170 Vienna, VA 22182	VA03 – Sales Office
Norfolk, VA	17 Kroger Executive Center Suite 100 814 Kempsville Road Norfolk, VA 23502	VA17 – Sales Office
Richmond, VA	4800 Eubank Road Richmond, VA 23231	VA22 - Business Service Center and Sales Office
Roanoke, VA	3959 Electric Road SW Suite 360 Roanoke, VA 24018	VA26 – Sales Office
Christiansburg, VA	17 N. Franklin Street Christiansburg, VA 24073	VA35 – Sales Office
Salinas, CA	19045 Portola Drive, #F-3 Salinas, CA 93908	VG09 – Sales Office
Burlington, VT	20 Kimball Avenue Suite 206 S. Burlington, VT 05403	VT03 – Sales Office
Seattle, WA	11241 Willows Road NE Suite 215 Redmond, WA 98052	WA02 – Sales Office
Spokane, WA	111 N. Vista Road Suite 4A Spokane, WA 99212	WA10 – Sales Office

Location	Address	Purpose
Baltimore, MD	20 E. Timonium Road Suite 110 Timonium, MD 21093	MD03 – Sales Office
St. Louis, MO	2388 Schuetz Road Suites C-75, 80, 91 St. Louis, MO 63146	MO01 – Sales Office
Salt Lake City, UT	575 E 4500 South Suite B-125 Salt Lake City, UT 84107	UT01 – Sales Office
Dallas, TX	1375 114 th Street Grand Prairie, TX 75050	TX98 - Business Service Center
Austin, TX	Hartland Bank Building 10711 Burnet Road Suite 210 Austin, TX 78758	TX05 – Sales Office
Brenham, TX	1609 S. Horton Street Brenham, TX 77833	TX40 – Manufacturing Plant
Houston, TX	3639 Willow Bend Suite 710 Houston, TX 77054	TX28 - Business Service Center
San Antonio, TX	9607 Broadway, Suite A San Antonio, TX 78217	TX-34 – Sales Office [no employees remaining; however, leased until 9/30/00]

Dataforms Inc.

Location	Address	Purpose
Minneapolis, MN	6553 City West Parkway Eden Prairie, MN 55344	MN01 – Sales Office
Chaska, MN	316 Lake Hazeltine Drive Chaska, MN 55318	MN02 – Manufacturing Plant
Bloomington, MN	Atrium at Alpha Business Center 2626 East 82 nd Street Suite 250 Bloomington, MN 55425	MN03 – Sales Office
Minneapolis, MN	2360 Pilot Knob Road Mendota Heights, MN 55120	MN04 – Business Service Center
New Berlin, WI	16600 W. Glendale Drive New Berlin, WI 53151-0257	WI06 – Manufacturing Plant and Business Service Center
Madison, WI	5708 Odana Road Madison, WI 53719	WI10 – Sales Office
Milwaukee, WI	5321 N. 118 th Court Milwaukee, WI 53225	WI11 – Sales Office

Appleton, WI	3601 Commerce Court Appleton, WI 54911	WI20 – Sales Office
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Reynolds and Reynolds (Texas) LTD., LLP (“Formcraft”)

Location	Address	Purpose
Houston, TX	10401 Stella Link Houston, TX 77025	TX27 – Warehouse
Houston, TX	10301 Stella Link, #104 Houston, TX	Art Department

ISG e-CRM Acquisition Company, Inc.

Location	Address	Purpose
Timonium, MD	9603 Deereco Road Timonium, MD 21093	MD99 – Business Service Center MD15 - eCRM
Salt Lake City, UT	4517 West 1730 South Salt Lake City, UT 84126	UT02 – eCRM
St. Louis, MO	One American Eagle Plaza Earth City, MO 63045-1344	MO04 – eCRM
Dallas, TX	1555 Valwood Parkway Suite 150 Carrollton, TX 75006	TX04 – eCRM Headquarters

Formcraft Holdings General Partner, Inc.

None.

Formcraft Holdings Limited Partner, Inc.

None.

Schedule 3.4

Investment Related Property

Pledged Stock:

Grantor	Issuer	Class of Stock	Certificated (Y/N)	Stock Certificate No.	Par Value	Total Issued Shares	No. of Pledged Shares	% of Outstanding Stock Pledged
ISG Acquisition Corp.	Formcraft Holdings General Partner, Inc.	Common	Y	1	\$0.01	1,000	1,000	100%
ISG Acquisition Corp.	Formcraft Holdings Limited Partner, Inc.	Common	Y	1	\$0.01	1,000	1,000	100%
ISG Acquisition Corp.	Dataforms Inc.	Common	Y	2	\$1.00	100	100	100%
ISG Acquisition Corp.	Blue Ash Holdings Inc.	Pledged Pursuant to Canadian Pledge Agreement						

Schedule 3.4 (cont.)

Investment Related Property

Pledged Partnership Interests:

Grantor	Partnership	Total Partnership Interests	Pledged Interests	Percentage of Outstanding Partnership Interests Pledged
Formcraft Holdings General Partner, Inc.	Reynolds & Reynolds (Texas) LTD., Inc.	1%	1%	100%
Formcraft Holdings Limited Partner, Inc.		99%	99%	

Schedule 3.5

Description of Letters of Credit

None.