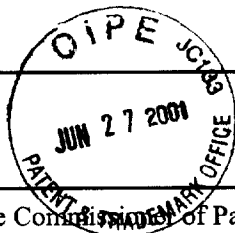


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07-10-2001



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patents

Box Assignment, Washington, DC 20514

101772036

Shed original documents or copy thereof.

1. Name of conveying party(ies):

Fame Information Services, Inc.

- ☐ Individual(s)
☐ General Partnership
☒ Corporation-Delaware
☐ Other _____

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

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

Name: **Deutsche Bank AG**

Internal Address: _____

Street Address: **Taunusanlage 12, D-60325
Frankfurt, Germany**

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-German
☐ Other _____

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

3. Nature of conveyance:

- ☐ Assignment
☐ Security Agreement
☒ Other **Fourth Amendment to Term Credit
Agreement and Other Loan Documents**

Execution Date: **April 5, 2001**

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

A. Trademark Application No.(s) _____

B. Trademark registration No.(s) _____

Additional numbers attached? ☒ Yes ☐ No

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

**PENNIE & EDMONDS LLP
1155 Avenue of the Americas
New York, NY 10036**

Attn.: **Jennifer A. Hamilton, Esq.**

File No.: **010148-0008-999**

6. Total number of applications and registrations involved: **13**

7. Total fee (37 CFR 3.41):.....\$ **340.00**

Please charge to the deposit account listed in Section 8.

8. Deposit account number:
16-1150

DO NOT USE THIS SPACE

07/19/2001 TDIAZ: 00000131 161150 75263999

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02 0:48:2
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.

Jennifer A. Hamilton

Name of Person Signing Reg. No.

Signature

June 27, 2001

Date

Total number of pages comprising cover sheet:

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

TRADEMARK
REEL: 002327 FRAME: 0263

NY2 - 1207977.1

**FAME INFORMATION SERVICES, INC.
TRADEMARKS**

Mark	Serial/Registration Number	Filing/Registration Date
TIMEIQ	Serial No. 75/263,999 Reg. No. 2355603	App. Date 3/26/1997 Reg. Date 6/6/2000
FAME	Serial No. 73/652,730 Reg. No. 1,489,949	App. Date 4/2/1987 Reg. Date 5/31/1988
ENERGYIQ	Serial No. 75/863,488	App. Date 12/3/1999
PROJECTIQ	Serial No. 75/881,826	App. Date 12/27/1999
PRINCETONLIVE.COM	Serial No. 76/021,805	App. Date 4/7/2000
THE OXFORD PRINCETON PROGRAMME	Serial No. 76/200,903	App. Date 1/25/1001
PRINCETON ENERGY PROGRAMME	Serial No. 76/021,806	App. Date 4/7/2000
FAME DOUBLECHECK	Serial No. 76/112,343	App. Date 8/18/2000
DOUBLECHECK	Serial No. 76/112,657	App. Date 8/18/2000
FAME ENERGY	Serial No. 76/112,326	App. Date 8/18/2000
EPAWS	Serial No. 76/112,777	App. Date 8/18/2000
PAWS	Serial No. 76/132,381	App. Date 9/19/2000
ENERGYSCOPE	Serial No. 76/137,341	App. Date 9/27/2000

EXECUTION COPY

**FOURTH AMENDMENT TO TERM CREDIT AGREEMENT
AND OTHER LOAN DOCUMENTS**

THIS FOURTH AMENDMENT TO TERM CREDIT AGREEMENT AND OTHER LOAN DOCUMENTS dated as of April 5, 2001 (this "Amendment") to the Term Credit Agreement dated as of July 21, 1998 (as amended by (i) the May 1999 Amendment to Term Credit Agreement, (ii) the June 1999 Amendment to Term Credit Agreement and (iii) the November 1999 Waiver and Amendment to Term Credit Agreement and as the same may be amended, supplemented or otherwise modified from time to time, the "Term Credit Agreement"; capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Term Credit Agreement) among FAME (UK) Holdings Limited ("FAME Holdings"), FAME Information Services, Inc. ("FAME"), the financial institutions from time to time party thereto (individually, a "Lender" and collectively, the "Lenders") and Deutsche Bank AG, New York Branch, as agent (the "Agent").

W I T N E S S E T H :

WHEREAS, FAME Holdings borrowed \$25,000,000 from the Lenders under the Term Credit Agreement;

WHEREAS, to induce the Lenders to make the Term Loan, FAME entered into the Guaranty dated as of July 21, 1998 under which FAME guaranteed the Obligations, as more fully set forth therein;

WHEREAS, to induce the Lenders to make the Term Loan, FAME entered into the Security Agreement dated as of July 21, 1998 under which FAME granted to the Agent, for the ratable benefit of the Lenders, a security interest in all of its assets to secure its obligations under the Guaranty;

WHEREAS, FAME, Deutsche Bank AG, New York Branch, as Agent (the "Revolver Agent"), and the financial institutions from time to time party thereto, as Lenders (the "Revolver Lenders"), are party to a Revolving Credit Agreement dated as of July 21, 1998 (as amended by (i) the May 1999 Amendment to Revolving Credit Agreement, (ii) the November 1999 Waiver to Revolving Credit Agreement, and as the same may be amended, supplemented or otherwise modified from time to time, the "Revolving Credit Agreement") pursuant to which \$5,000,000 in principal amount plus accrued interest in the amount of \$8,150.68 is currently outstanding;

WHEREAS, FAME and FAME Holdings have requested and the Agent and the Lenders have agreed to (i) amend the Term Credit Agreement to substitute FAME for FAME Holdings as the Borrower thereunder, (ii) release FAME Holdings as the Borrower under the Term Credit Agreement provided that it delivers to the Agent a

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guaranty of the Obligations and a security agreement granting the Agent a security interest in all of its assets to secure such guaranty, (iii) amend certain other provisions of the Term Credit Agreement and certain other Loan Documents, and (iv) waive any Default or Event of Default arising from the reorganization of the FAME corporate family resulting in the corporate structure set forth on Schedule 1.1D to the Term Credit Agreement (the "Reorganization") and consent to such Reorganization; and the Agent and the Lenders are agreeable to such requests, but only on the terms and subject to the conditions set forth herein; and

WHEREAS, FAME has requested and the Revolver Agent and the Revolver Lenders have agreed to (i) terminate the Revolving Commitments and the L/C Commitment under (and as defined in) the Revolving Credit Agreement, (ii) convert all outstanding Revolving Loans into Term Loans under the Term Credit Agreement and (iii) waive certain Defaults or Events of Default under the Revolving Credit Agreement, including those arising from the Reorganization, and the Revolving Agent and Revolving Lenders are agreeable to such requests, but only on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the parties hereto hereby agree as follows:

SECTION 1. Amendments to Term Credit Agreement.

Effective as of the date hereof but subject to the satisfaction of the conditions precedent in Section 7 hereof, the Term Credit Agreement is hereby amended as follows:

(a) Section 1.1 is amended by adding in the proper alphabetical order the following defined terms:

"'Escrow Agreement' means the Master Preferred Escrow Agreement, effective August 28, 2000, as the same may be amended, supplemented or modified from time to time, among DSI Technology Escrow Services, Inc., the Borrower and the Agent as preferred beneficiary.

"'Fourth Amendment' means the Fourth Amendment to Term Credit Agreement and Other Loan Documents dated April 5, 2001.

"'Inactive Subsidiaries' means Petroplan International Limited, College of Petroleum & Studies (Distance Learning), Ltd., FAME UK Finance Limited and Ex-FIS Limited.

"'Maturity Date' means the earlier of (x) December 31, 2002 and (y) the date the Term Loans become due and payable pursuant to the terms of this Agreement.

"'PEP' means all of the assets of the Borrower and its Subsidiaries used in connection with their Energy

Education and Training Group including, without limitation, all of the assets of the Princeton Energy Program, the College of Petroleum & Energy Studies Limited and the WEB-Based Training Program. Such assets are more fully described in the Offering Memorandum dated as of September 2000.

"'Reorganization' means the reorganization of the FAME corporate family resulting in the corporate structure set forth on Schedule 1.1D.

"'Subsidiary Guarantors' means FAME (UK) Holdings Limited, College of Petroleum & Energy (Holdings) Limited, College of Petroleum & Energy Studies Limited, Fame Canadian Holding Company Inc., Fame Inc. and any other Subsidiary of the Borrower which executes a guaranty of the Obligations.

"'Subsidiary Security Documents' means the guarantees, security agreements and other Collateral Documents listed on Schedule 1.1C pursuant to which each of the Subsidiary Guarantors grant to the Agent as security or collateral trustee for the Lenders a valid and perfected security interest in substantially all of their assets, as such guarantees, security agreements and other Collateral Documents may be amended, supplemented or modified from time to time.";

(b) The definition of "Adjusted EBITDA" in Section 1.1 is amended by deleting "for such period plus deferred revenue (as determined in accordance with GAAP)";

(c) The definition of "Borrower" in Section 1.1 is amended by inserting the following at the end thereof: "On and after the effective date of the Fourth Amendment, all references to the Borrower shall be to FAME Information Services, Inc.";

(d) The definition of "Collateral Documents" in Section 1.1 is amended by inserting ", the WP Finance Guaranty and the Subsidiary Security Documents," after "Guaranty";

(e) The definition of "Guarantor" in Section 1.1 is amended and restated as follows:

"'Guarantor' means (i) each of the Subsidiary Guarantors and (ii) WP Finance.";

(f) The definition of "Loan Documents" in Section 1.1 is amended by adding the following at the end thereof: ", each as amended, supplemented or otherwise modified from time to time.";

(g) The definition of "Permitted Swap Obligations" in Section 1.1 is amended and restated as follows:

"'Permitted Swap Obligations' means all obligations (contingent or otherwise) of the Borrower or any Subsidiary existing or arising under Swap Contracts entered into with the Agent or any Lender.";

(h) The definition of "Saladin" in Section 1.1 is amended and restated as follows:

"'Saladin' means FAME Information Services Limited (formerly known as FAME Energy Limited and as Saladin Limited), a corporation organized under the laws of England and Wales.";

(i) The definition of "Term Loans" in Section 1.1 is amended and restated as follows:

"'Term Loans' - See Sections 2.1 and 2.1A.";

(j) A new Section 2.1A is added as follows:

"2.1A Additional Term Loans. On and after the effective date of the Fourth Amendment, each Lender shall be deemed to have made a Term Loan under this Agreement in the amount of its outstanding Revolving Loans under the Revolving Credit Agreement and the outstanding Term Loans under this Agreement and the accounts or records maintained by the Agent which evidence the Term Loans shall be increased by the amount of such Revolving Loans. The amounts of any Term Loans which are repaid or prepaid may not be reborrowed.";

(k) The last sentence of each of Sections 2.6, 2.7(a), 2.7(b) and 2.7(c) is hereby deleted and replaced with the following: "Except as provided in Section 8.2(e) with respect to the Net Proceeds from the sale of PEP, each prepayment under this Section shall be applied to the prepayment of the Term Loans in inverse order of maturity.";

(l) Section 2.7(a) is further amended by adding the following sentence at the end thereof: "Nothing in this Section 2.7(a) shall be deemed to be a consent by the Agent or any of the Lenders to any Disposition.";

(m) Section 2.7(c) is further amended by deleting the second sentence thereof and substituting the following therefor:

"Promptly upon, and in no event later than 5 days after, receipt by the Parent of Net Issuance Proceeds of such issuance, the Borrower shall prepay the Term Loans in an aggregate amount equal to 50% of the amount of such Net Issuance Proceeds; provided, however, no such prepayment shall be due in respect of the first

\$10,000,000 of Net Issuance Proceeds received by the Parent.";

with: (n) Section 2.9 is amended by replacing the table

<u>"Date</u>	<u>Amount</u>
September 30, 2001	\$12,650,000
December 31, 2001	\$ 2,250,000
March 31, 2002	\$ 2,250,000
June 30, 2002	\$ 2,250,000
September 30, 2002	\$ 2,250,000
December 31, 2002	\$ 7,250,000";

(o) Section 6.17 is amended by adding the following at the end thereof:

"As of the effective date of the Fourth Amendment, the Parent has no Subsidiaries other than those specifically disclosed in part (a) of Schedule 6.17A hereto and has no equity investments in any other corporation or entity other than those specifically disclosed in part (b) of Schedule 6.17A. Schedule 6.17A sets forth the number of shares of the capital stock of each Subsidiary of the Borrower (or the interests, participations or other equivalents if such Subsidiary is not a corporation), any rights, warrants, options or grants thereon, the type thereof and the number owned by each owner thereof. Except as set forth in Schedule 6.17A, there are no equity interests or rights issued and outstanding in respect of any Subsidiary of the Borrower. Prior to the date hereof, FAME Energy, Inc. (f/k/a Saladin, Inc.) was merged into the Borrower."

(p) The following new Sections 6.26, 6.27 and 6.28 are hereby added to Article VI:

"6.26 Perfection Certificate. The Perfection Certificate (as defined in the Fourth Amendment) is true and complete in all material respects.

"6.27 Reorganization. The Parent has completed the Reorganization in accordance with Schedule 6.27.

"6.28 Intercompany Notes. The Borrower and its Subsidiaries do not create intercompany notes to reflect intercompany receivables and payables.";

(q) Section 7.1 is amended by (i) deleting "and" at the end of clause (c), (ii) replacing the period at the end of clause (d) with "; and" and (iii) inserting after clause (d) a new clause (e) as follows:

"(e) as soon as available, but not later than thirty (30) days after the end of each fiscal month, (commencing with January 2001), a copy of the unaudited consolidated and consolidating balance sheets of the Parent and its Subsidiaries as of the end of such month and the related consolidated and consolidating statements of income, shareholders' equity and cash flows for the period commencing on the first day and ending on the last day of such month and for the calendar year to date period, in each case certified by a Responsible Officer as fairly presenting in all material respects, in accordance with GAAP (subject to ordinary, good faith year-end audit adjustments), the financial position and the results of operations of the Parent and its Subsidiaries.";

(r) Section 7.2 is amended by (i) replacing "subsections 7.1(a) and (b)" in clause (b) with "subsections 7.1(a), (b) and (c)", (ii) deleting "and" at the end of clause (c), (iii) replacing the period at the end of clause (d) with a semicolon and (iv) inserting after clause (d) new clauses (e) and (f) as follows:

"(e) concurrently with the delivery of the financial statements referred to in subsection 7.1(a), commencing with the fiscal year ended December 31, 2000, an annual business plan with monthly projections for the next fiscal year, accompanied by a report reconciling all changes and departures from the business plan delivered to the Agent for the preceding fiscal year; and

(f) concurrently with the delivery of the financial statements referred to in subsection 7.1(e), (i) a report setting forth a comparison of actual performance during the period covered by such financial statement to the projection for such period set forth in the annual business plan delivered pursuant to Section 7.2(e), (ii) a report, certified by a Responsible Officer, setting forth the cash and Cash Equivalents of Saladin for each day during the period covered by such financial statements, together with copies of account statements and other documents which evidence the amount of cash and Cash Equivalents held by Saladin during such period and (iii) a certificate of a Responsible Officer attaching the bank account records of Saladin and stating that the Parent has complied with Section 7.14 during the period covered by such financial statement.";

(s) Section 7.3 is amended by (i) replacing the period at the end of clause (k) with "; and" and (ii) adding a new clause (l) as follows:

"(l) of the receipt by the parent of any Net Issuance Proceeds, and furnish to the Agent a certificate of a Responsible Officer setting forth in detail the calculation of Net Issuance Proceeds, attaching all of the documents executed or delivered in connection therewith and such other information as the Agent may request in respect of such Net Issuance Proceeds.";

(t) Section 7.13 is amended by adding new clauses (f) and (g) as follows:

"(f) Before opening any bank account or securities account with any financial institution other than a Lender, the Parent will and will cause each of the Subsidiary Guarantors to arrange for the execution by such financial institution and delivery to the Agent of an agreement, satisfactory to the Agent, substantially in the form of Exhibit G to the Fourth Amendment.

"(g) The Parent will deliver to an escrow agent designated by the Agent as soon as available all source code to software owned by the Parent or any of its Subsidiaries and material to its or their respective businesses (the "Source Code"), including all material changes to any Source Code previously delivered to such escrow agent.";

(u) New Sections 7.14 and 7.15 are added as follows:

"7.14 Cash Balances at Saladin. In the event that Saladin has for any period of five consecutive days cash and Cash Equivalents in an aggregate amount in excess of £100,000, on the next Business Day the Parent shall cause Saladin to transfer to the Parent all cash and Cash Equivalents in excess of £100,000 on such Business Day.

"7.15 Amendment Fee. The Parent hereby agrees to pay to the Agent on the earlier of December 31, 2002 and the date on which the Obligations are paid in full an amendment fee equal to \$1,500,000, which fee shall be fully earned and nonrefundable upon execution of the Fourth Amendment; provided, however such fee shall be reduced to \$1,000,000 if the Obligations are paid in full on or before December 31, 2001.";

(v) Section 8.1(g) is amended by replacing "\$1,000,000" with "\$500,000";

(w) Section 8.1(m) is amended and restated as follows:

"(m) subject to Section 8.5(d), Liens consisting of pledges of cash collateral or government securities to secure (i) on a mark-to-market basis Permitted Swap Obligations only, provided that the counterparty to any Swap Contract relating to any such Permitted Swap Obligation is under a similar requirement to deliver similar collateral from time to time to the Parent or the Subsidiary party thereto on a mark-to-market basis and (ii) a letter of credit issued to secure the obligations of Fame Inc. under a real property lease, provided that (A) the amount of cash or value of government securities pledged does not exceed \$100,000 and (B) the Agent and the issuer of such letter of credit shall enter into an agreement reasonably satisfactory to Agent pursuant to which the Agent, for the benefit of the Lenders, shall retain a junior lien on the cash or government securities pledged to such issuer.";

(x) Section 8.2(d)(iii) is amended and restated as follows:

"(iii) the aggregate value of all assets so sold by the Parent and its Subsidiaries shall not exceed \$250,000 in any fiscal year.";

(y) Section 8.2 is further amended by (i) deleting "and" at the end of clause (c), (ii) replacing the period at the end of clause (d) with "; and" and (iii) inserting after clause (d) a new clause (e) as follows:

"(e) Notwithstanding anything to the contrary in this Section 8.2 or Section 2.7(a), the sale of PEP provided that (a) such sale is for cash or Cash Equivalents, (b) the Net Proceeds of such sale are equal to or greater than \$10,000,000, and (c) the Net Proceeds are distributed as follows: first, \$4,000,000 to the Agent in reduction of the Term Loans in order of maturity of the Term Loans; second, \$2,000,000 to Warburg Pincus in payment of that certain promissory note, dated July 14, 2000; and third, 50% of the remaining proceeds, to the Agent in reduction of the Term Loans in order of maturity of the Term Loans and 50% of the remaining proceeds may be retained by the Borrower for working capital and other general corporate purposes not in contravention of any Requirement of Law or any Loan Document.";

(z) Section 8.4(c) is amended by replacing "\$500,000" with "\$200,000";

(aa) Section 8.4(e) is amended and restated as follows:

"(e) [Intentionally omitted];";

(ab) Section 8.5(d) is amended by replacing "\$5,000,000" with "\$1,500,000";

(ac) Section 8.10(b) is amended by adding "provided however the liability of the Parent or any Subsidiary under such leases shall not exceed \$3,000,000 in the aggregate" immediately after "business";

(ad) Section 8.10(c) is amended by adding "provided however the liability of the Parent or any Subsidiary under such leases shall not exceed \$2,000,000 in the aggregate" at the end thereof;

(ae) Section 8.19 is amended and restated as follows:

"8.19 Limit on Subsidiaries. Parent will not permit

"(a) the assets of the Parent and FAME Holdings to be less than 66-2/3% of all assets of the Parent and its Subsidiaries based upon the then current financial statements delivered pursuant to Section 7.1;

"(b) College of Petroleum & Energy (Holdings) Ltd. or Fame Canadian Holdings Company, Inc. to have any activity or purpose other than to hold the capital stock of its respective Subsidiaries and to be a party to the Loan Documents to be executed by it;

"(c) FAME Holdings to have any activity or purpose other than to be a party to the Loan Documents to be executed by it and to hold the capital stock of Ex-FIS Limited;

"(d) any Inactive Subsidiary to engage in any business, incur any obligations or liabilities or own any assets with a value in excess of US\$250,000 based upon the financial statements delivered pursuant to Section 7.1;

"(e) either College of Petroleum & Energy Studies Ltd. or Fame Inc. (f/k/a Benton Associates Limited) to have assets or liabilities in excess of US\$1,000,000 based upon the financial statements delivered pursuant to Section 7.1;

"(f) Saladin to have assets in excess of US\$5,000,000 or liabilities in excess of US\$5,000,000 based upon the financial statements delivered pursuant to Section 7.1;

"(g) FAME GmbH or FAME Pacific Limited to have assets or liabilities in excess of US\$125,000 or FAME Energy (Asia Pacific) PTE LTD. to have assets on liabilities in excess of US\$400,000;

"(h) any Subsidiary to be created after the effective date of the Fourth Amendment including any Subsidiary created by Acquisition or Investment; or

"(i) any assets of the Parent or any Subsidiary to be transferred to Saladin or any Inactive Subsidiary.";

(af) Section 9.1 is amended by (i) replacing the first paragraph with:

"Adjusted EBITDA. The Parent shall not permit at any time its Adjusted EBITDA to be less than the following amounts (measured in millions of dollars) for the following periods:

<u>Fiscal Year</u>	<u>2000</u>	<u>2001</u>	<u>2002</u>
1st Quarter		(7.65)	(4.85)
2nd Quarter		(6.8)	(4.5)
3rd Quarter		(6.15)	(3.45)
4th Quarter	(8.1)	(5.6)	(2.25)."; and

(ii) replacing "25% of the minimum Adjusted EBITDA required hereunder for such four quarter or annualized period" in the fourth paragraph with "\$1,000,000";

(ag) Section 9.2 is amended and restated as follows:

"9.2 [Intentionally omitted]";

(ah) Section 9.4 is amended (i) by replacing the table with:

<u>"2001</u>	<u>2002</u>
\$2.2	\$2.5";

and (ii) replacing "Section 9.3" with "Section 9.4";

(ai) Section 10.1(c) is amended by replacing "7.13(c) or 7.13(d)" with "7.13(c), 7.13(d), 7.13(f) or 7.14";

(aj) Section 10.2(b) is amended and restated as follows:

"(b) declare the unpaid principal amount of all outstanding Term Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrower; and";

(ak) Section 12.8(a) is amended by (i) replacing "the Parent and Borrower (at all times other than during the existence of an Event of Default) and the Agent, which consent of the Parent and Borrower shall not be unreasonably withheld," with "the Agent" and (ii) deleting the second parenthetical phrase;

(al) Schedules 1.1C, 1.1D, 6.17A and 6.27 are added to the Term Credit Agreement in the form of Exhibits A, B, C and D hereto;

(am) The form of Term Note annexed as Exhibit F to the Term Credit Agreement is deleted and replaced with the form of Amended and Restated Term Note annexed as Exhibit E hereto; and

(an) All references in the Term Credit Agreement to the "Borrower" shall be deemed to be references to FAME Information Services, Inc. which, by its signature below, agrees to assume all of the obligations of FAME Holdings under the Term Credit Agreement and the other Loan Documents other than Loan Documents executed by FAME Holdings in accordance with the terms of this Amendment.

SECTION 2. Amendment to Security Agreement. Effective as of the date hereof but subject to the satisfaction of the conditions precedent in Section 7 hereof, the Security Agreement is hereby amended as follows:

(a) Section 5(q) is amended by (A) deleting "and" at the end of clause (iii); (B) replacing the period at the end of clause (iv) with "; and" and (C) inserting after clause (iv) new clauses (v), (vi), (vii) and (viii) as follows:

"(v) in the event that it or any Subsidiary develops new versions of the software, bug fixes, patches or other enhancements to or modifications of the software, promptly provide notice of the same to the Term Agent and deposit same with the escrow agent in accordance with the Escrow Agreement;

"(vi) reimburse the Term Agent for each Level 1 verification which it requests in accordance with the

Escrow Agreement, provided, however, that prior to the occurrence of an Event of Default, the Term Agent shall not request FAME U.S. to reimburse it for more than two such Level 1 verifications in any twelve month period;

"(vii) upon the development of any material Intellectual Property Collateral which may be protected by filing under federal law, promptly prepare and file applications for the protection thereof and deliver to the Term Agent a document confirming the Term Agent's security interest in such Intellectual Property Collateral, duly executed and in proper form for filing in the United States Copyright Office or other applicable filing location; and

"(viii) promptly following the development of any new proprietary technology and other materials, deposit such technology and other materials under the terms of the Escrow Agreement and provide notice thereof to the Agent."; and

(b) Schedule 1 to the Security Agreement is replaced with Schedule 1 in the form of Exhibit I hereto.

SECTION 3. Amendment to Pledge Agreement. Effective as of the date hereof but subject to the satisfaction of the conditions precedent in Section 7 hereof, the Pledge Agreement is amended as follows:

(a) Section 2.1 is amended by (i) replacing the semicolon at the end of clause (g) with a period and (ii) deleting the proviso thereto;

(b) Section 3.1.6 is amended by deleting:

"(except, with respect to clause (b), in the case of the Pledged Shares of the Pledged Share Issuers identified in Item B-2 of Attachment 1 hereto, the pledge of which is subject to the proviso at the end of Section 2.1)";

(c) Section 4.5(b) is deleted; and

(d) Attachment 1 to the Pledge Agreement is replaced with Attachment 1 in the form of Exhibit J hereto.

SECTION 4. Waiver; Reservation of Rights.

(a) Effective as of December 29, 2000 but subject to the satisfaction of the conditions precedent in Section 7 hereof, the undersigned Lenders hereby waive any Default or Event of Default (i) that may have existed on such date and/or that may exist on the date hereof, under Section 10.1 of the Term Credit Agreement, under Section 10.1 of the Revolving Credit Agreement or under any other document or instrument entered into in connection therewith, including, without limitation, those

resulting from FAME Holdings' failure to comply with Sections 2.9, 2.10, 2.11, 8.19, 9.1 (in respect of periods prior to the fourth quarter of fiscal year 2000 only) and 9.2 (in respect of periods prior to the fourth quarter of fiscal year 2000 only) of the Term Credit Agreement prior to the date of this Amendment, and FAME's failure to comply with Sections 2.9, 2.10, 2.11, 3.4, 3.8, 8.19, 9.1 and 9.2 of the Revolving Credit Agreement (the "Existing Defaults").

(b) Except as set forth in this Section 4, the undersigned Lenders expressly reserve all of their rights and remedies under the Term Credit Agreement and all of the other Loan Documents. Nothing contained in this Section 4 shall be deemed to constitute a waiver of any Default or Event of Default other than the Existing Defaults for the limited purpose set forth herein.

SECTION 5. Consents. Subject to the satisfaction of the conditions precedent in Section 7 hereof, the undersigned Lenders hereby consent to (i) the sale of PEP in accordance with the provisions of Section 8.2(e) of the Term Credit Agreement and (ii) the Reorganization.

SECTION 6. Reaffirmation of Security Agreement and Pledge Agreement. FAME hereby reaffirms its obligations under the Security Agreement (as amended hereby) and the Pledge Agreement and agrees that (i) the "Secured Obligations," as such term is defined in the Security Agreement and the "Obligations," as such term is defined in the Pledge Agreement, include all of FAME's obligations, as Borrower, as modified pursuant to this Amendment, under the Term Credit Agreement and the other Loan Documents to which it is a party, (ii) all references in the Security Agreement and the Pledge Agreement to the Borrower shall be deemed to be references to FAME, and (iii) the information and representations on Schedule 1 to the Security Agreement and Schedule 1 to the Pledge Agreement shall be superseded and supplemented by the information and representations in the Perfection Certificate delivered pursuant to the terms of this Amendment.

SECTION 7. Effectiveness. This Amendment shall become effective upon the Agent's receipt of the following:

(a) this Amendment, duly executed by FAME Holdings, FAME, the Agent, the Revolver Agent and the Lenders;

(b) an Amended and Restated Term Note, in the form of Exhibit E hereto, duly executed by FAME;

(c) each of the Subsidiary Security Documents, in form and substance acceptable to the Agent, duly executed by the Subsidiary Guarantor party thereto and all documents, instruments or agreements required to be delivered pursuant to the terms thereof;

(d) UCC financing statements duly executed by FAME, in form and substance acceptable to the Agent;

(e) a Perfection Certificate duly executed by a Responsible Officer, in the form of Exhibit F hereto (the "Perfection Certificate");

(f) an Amendment to Guaranty of WP Finance duly executed by WP Finance, in the form of Exhibit H hereto;

(g) an opinion of Morrison & Foerster LLP, counsel to FAME Holdings, FAME and its Subsidiaries, in form and substance acceptable to the Agent;

(h) an opinion of Charles Russell Solicitors, UK counsel to FAME Holdings, FAME and its Subsidiaries, in form and substance acceptable to the Agent;

(i) an opinion of Canadian counsel to the Borrower, in form and substance acceptable to the Agent;

(j) an executed copy of the Escrow Agreement, in form and substance acceptable to the Agent and evidence that copies of all Source Code to software owned by FAME and its Subsidiaries as of the date hereof is being held subject to such escrow agreement;

(k) payment of all fees and expenses of the Agent including, without limitation, the reasonable fees and expenses of Luskin, Stern & Eisler LLP, counsel to the Agent, Allen & Overy, UK counsel to the Agent, and Power, Budd LLP, Canadian counsel to the Agent, incurred in the preparation, negotiation, execution and delivery of this Amendment and related documents;

(l) payment of an amount equal to all accrued interest and fees outstanding under the Revolving Credit Agreement;

(m) consolidating balance sheets of the Parent and its Subsidiaries as of December 31, 2000 certified by a Responsible Officer as fairly presenting in all material respects in accordance with GAAP (subject to ordinary, good-faith year-end audit adjustments), the financial position of the Parent and its subsidiaries;

(n) certified copies of the documents evidencing the Reorganization (including all transfers of assets, stock and dissolution of corporations) together with a certificate of a Responsible Officer stating that the Reorganization has been completed;

(o) copies of the resolutions of the board of directors of FAME, FAME Holdings and each of the Subsidiary Guarantors authorizing the transactions contemplated hereby and by the Reorganization, certified as of the effective date of this Amendment by the Secretary or an Assistant Secretary of such Person;

(p) a certificate of the Secretary or Assistant Secretary of FAME, FAME Holdings and each of the Subsidiary Guarantors certifying the names and true signatures of the officers of FAME, FAME Holdings or the Subsidiary Guarantors, as the case may be, authorized to execute, deliver and perform, as applicable, this Amendment, and all other documents to be delivered by it hereunder;

(q) the Organization Documents of FAME, FAME Holdings and each of the Subsidiary Guarantors as in effect on the effective date of this Amendment, certified by the Secretary or Assistant Secretary of the Borrower or such Guarantor as of such date;

(r) a good standing certificate for FAME, FAME Holdings and each of the Subsidiary Guarantors from the Secretary of State (or similar, applicable Governmental Authority) of its state of incorporation as of a recent date;

(s) all original promissory notes payable to FAME or any of its Subsidiaries; and

(t) such other documents and instruments, including any additional opinions of counsel to FAME and its Subsidiaries, as the Agent deems necessary or desirable in its sole and absolute discretion.

SECTION 8. Post-Closing Covenants. FAME Holdings and FAME covenant and agree that they will take the following actions:

(a) By no later than May 15, 2001, FAME, the Agent and Citibank, N.A. shall have entered into an agreement, in form and substance reasonably satisfactory to the Agent, granting to the Agent sole dominion and control over checking account number 95543488, checking account number 95737135, insured money market number 95183814 and Phoenix checking account number 956752245 each maintained by FAME at Citibank, N.A.

(b) By no later than April 30, 2001, FAME shall have delivered share certificates and executed additional documents reasonably requested by the Agent to perfect its lien in the shares of stock pledged to the Agent pursuant to the Pledge Agreement.

(c) By no later than May 31, 2001, FAME shall have submitted to the United States Copyright Office an application for registration of copyrights in each of the "Material Unregistered Copyrights" set forth in Schedule 3 to the Perfection Certificate and taken steps reasonably requested by the Agent to perfect the Agent's Lien therein.

(d) By no later than April 30, 2001, FAME shall have deposited, and the following materials shall have been accepted in accordance with the terms of the Escrow Agreement: FAME Analyst; FAME iChartz; HUB Energy Software; FAME DataFactory; and Time IQ Enterprise.

(e) By no later than April 30, 2001, FAME shall have taken all steps necessary to evidence its ownership of Copyright Registration No. Txu376,882, "Petroleum Analysis Work Station," and taken all steps reasonably requested by the Agent to perfect the Agent's Lien therein.

(f) By no later than April 30, 2001, FAME shall have delivered to the Agent, in form and substance satisfactory to the Agent, (i) a release of the security interest granted in favor of FAME Software Corporation in accordance with that certain Security Agreement dated as of May 17, 1994; and (ii) a Form UCC-3 evidencing the termination of the security interest of The Bank of New York in certain property of Saladin Computer Systems, Inc. which was recorded in New Jersey.

(g) By no later than April 30, 2001, FAME shall have delivered to the Agent evidence that it is qualified as a foreign corporation in good standing and authorized to transact business in the State of Illinois.

SECTION 9. Representations and Warranties of the Borrower. FAME Holdings and FAME represent and warrant as follows:

(a) The execution, delivery and performance by FAME Holdings and FAME of this Amendment, and the consummation of the transactions contemplated hereby, are within the powers of FAME Holdings and FAME, have been duly authorized by all necessary corporate action on the part of FAME Holdings and FAME, and do not and will not (i) contravene the Organization Documents of FAME Holdings and FAME, respectively, (ii) violate any law, order, writ, judgment, injunction, decree, determination or award of any court or other governmental authority binding on FAME Holdings or FAME, or any assets of FAME Holdings or FAME, except to the extent that any such violation could not reasonably be expected to have a Material Adverse Effect, (iii) conflict with or result in the breach of, or constitute a default under, any material contract, loan agreement, indenture, mortgage, deed of trust, lease or other instrument binding on or affecting FAME Holdings, FAME or any of their respective assets or (iv) result in or require the creation or imposition of any Lien upon or with respect to any of the assets of FAME Holdings or FAME except those in favor of the Agent contemplated hereby.

(b) No authorization or approval or other action by, and no notice to or filing with, any governmental or regulatory body or any other third party is required for the due execution, delivery or performance by FAME Holdings and FAME of this Amendment except for the authorizations, approvals, actions and notices which have been duly obtained, taken, given, or made and

are in full force and effect and those the failure to obtain would not be reasonably likely to have a Material Adverse Effect.

(c) This Amendment has been duly executed and delivered by FAME Holdings and FAME. The Term Credit Agreement, as amended hereby, is the legal, valid and binding obligation of FAME enforceable against FAME in accordance with its terms, subject to applicable bankruptcy, insolvency, liquidation, reorganization, moratorium and other laws affecting the rights of creditors generally or by equitable principles relating to enforceability.

(d) Upon the effectiveness of this Amendment, and other than as a result of the Reorganization, or as set forth on the Schedule of Exceptions attached hereto as Annex A, all of the representations and warranties of FAME Holdings and FAME contained in the Loan Documents are true and correct in all material respects on and as of the date hereof, except to the extent such representations and warranties expressly relate solely to an earlier date (in which case such representations and warranties shall have been true and correct in all material respects on and as of such earlier date).

(e) Other than the Existing Defaults, no Default or Event of Default has occurred and is continuing and after giving effect to this Amendment, no Default or Event of Default has occurred and is continuing.

(f) As of the date hereof, and after taking into consideration the amount of the Revolving Loans deemed to be Term Loans pursuant to this Amendment, the aggregate outstanding amount of Term Loans is \$28,900,000.00. Such amount, together with accrued interest, and fees and expenses (including reasonable attorneys' fees) is outstanding and will be paid to the Lenders and the Agent in accordance with the terms and conditions of the Term Credit Agreement, as amended hereby, without setoff, claim, counterclaim or defense of any kind. To the extent any such setoff, claim, counterclaim or defense exists, it is hereby waived.

(g) None of the Inactive Subsidiaries are engaged in any business.

SECTION 10. Reference to and Effect on the Loan Documents.

(a) Upon the effectiveness of this Amendment, on and after the date hereof, each reference in the Term Credit Agreement, the Security Agreement or the Pledge Agreement to "this Agreement," "hereunder," "hereof," "herein" and words of like import, and each reference in the Loan Documents to the Term Credit Agreement, the Security Agreement or the Pledge Agreement to "thereunder," "thereof," "therein" and words of like import, shall mean and be a reference to the Term Credit Agreement, the Security Agreement or the Pledge Agreement, as the case may be, as modified hereby.

(b) Except as specifically amended and modified hereby, all of the terms and provisions of the Term Credit Agreement and the other Loan Documents shall remain in full force and effect and are hereby ratified and confirmed.

(c) Upon the effectiveness of this Amendment, on and after the date hereof, the Revolving Credit Agreement shall terminate and all outstanding Revolving Loans thereunder shall convert into Term Loans under the Term Credit Agreement in accordance with the provisions of this Amendment.

(d) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as an amendment to or a waiver of any right, power or remedy of the Agent or the Lenders under any of the Loan Documents, or constitute an amendment to or a waiver of any provision of any of the Loan Documents. This Amendment shall not constitute the Lenders' consent or indicate their willingness to consent to any other amendment, modification or waiver of the Term Credit Agreement or any other Loan Document not expressly provided herein.

(e) This Amendment shall be deemed to be a Loan Document for all purposes.

SECTION 11. Execution in Counterparts, Etc. This Amendment may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument. Telecopied counterparts of the signature pages hereof shall be deemed effective as of the Agent's receipt thereof.

SECTION 12. Severability. The illegality or unenforceability of any provision of this Amendment or any instrument or agreement required hereunder shall not in any way affect or impair the legality or unenforceability of the remaining provisions of this Amendment or any instrument or agreement required hereunder.

SECTION 13. Entire Agreement. This Amendment, the Term Credit Agreement, as amended by this Amendment, and the other Loan Documents embody the entire agreement and understanding among FAME, FAME Holdings, the Lenders and the Agent, and supersedes all prior or contemporaneous agreements and understandings of such Persons, verbal or written, relating to the subject matter hereof and thereof.

SECTION 14. Successors and Assigns. The provisions of this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that neither FAME nor FAME Holdings may assign or transfer any of its rights or obligations under this Amendment without the prior written consent of the Agent and each Lender.

SECTION 15. GOVERNING LAW.

(a) THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK; PROVIDED THAT THE AGENT AND THE LENDERS SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AMENDMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND BY EXECUTION AND DELIVERY OF THIS AMENDMENT, EACH OF FAME, FAME HOLDINGS, THE AGENT AND THE LENDERS CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH OF FAME, FAME HOLDINGS, THE AGENT AND THE LENDERS IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS AMENDMENT OR ANY DOCUMENTS RELATED HERETO. FAME, FAME HOLDINGS, THE AGENT AND THE LENDERS EACH WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS, WHICH MAY BE MADE BY ANY OTHER MEANS PERMITTED BY NEW YORK LAW.

SECTION 16. WAIVER OF JURY TRIAL. FAME HOLDINGS AND FAME HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AMENDMENT IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR ANY AGENT-RELATED PERSON, PARTICIPANT OR ASSIGNEE, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. FAME HOLDINGS AND FAME AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AMENDMENT OR ANY PROVISION HEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AMENDMENT.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective duly authorized officers as of the date first above written.


FAME (UK) HOLDINGS LIMITED

By: _____
Name:
Title:

FAME INFORMATION SERVICES, INC.

By: _____
Name:
Title:

DEUTSCHE BANK AG, NEW YORK BRANCH,
as Agent and as a Lender

By:  _____
Name:
Title:

**KEITH C. BRAUN
VICE PRESIDENT**



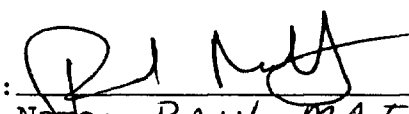
**DAVID MAYHEW
VICE PRESIDENT**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective duly authorized officers as of the date first above written.

FAME (UK) HOLDINGS LIMITED

By: 
Name: PAUL MATTISON
Title: DIRECTOR

FAME INFORMATION SERVICES, INC.

By: 
Name: PAUL MATTISON
Title: CFO

DEUTSCHE BANK AG, NEW YORK BRANCH,
as Agent and as a Lender

By: _____
Name:
Title:

V3423 D467



SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement"), dated as of July 21, 1998, is made by FAME INFORMATION SERVICES, INC., a Delaware corporation ("FAME U.S."), and each of the other Persons as may become parties to this Security Agreement pursuant to Section 22 (the Borrower and each such other Person individually a "Grantor" and collectively referred to herein as the "Grantors") in favor of DEUTSCHE BANK AG, NEW YORK BRANCH, the New York branch of Deutsche Bank AG, a German banking corporation, as agent for the Lenders and its successors as agent for the Term Lenders, the "Term Agent").

RECITALS

A. FAME (UK) Holdings Limited (the "Borrower") is a party to that certain Term Credit Agreement dated as of July 21, 1998 by and among the Borrower, FAME U.S., as a guarantor, the several financial institutions from time to time party thereto (the "Term Lenders"), and Deutsche Bank AG, New York Branch, as agent for such lenders (as amended, restated, modified, renewed, supplemented or extended from time to time, the "Term Credit Agreement").

B. Each of the Grantors is a party to that certain Guaranty, of even date herewith, or to a supplement thereto, pursuant to which such Grantor has agreed to guarantee all of the "Obligations" of the Borrower under and as defined in the Term Credit Agreement (as amended, restated, modified, renewed, supplemented or extended from time to time, the "Guaranty");

C. It is a condition precedent to each Lender's obligation to make its Term Loan under the Term Credit Agreement that the Grantors enter into this Agreement and grant to the Term Agent, for itself and for the ratable benefit of the other Lender Parties the security interests hereinafter provided to secure the obligations of the Grantors described below.

D. It is in the best interest of the Grantors to execute this Agreement as the Grantors will derive substantial direct and indirect benefits from the Term Loans to be made by the Term Lenders to the Borrower under the Term Credit Agreement.

E. Each of the Grantors has duly authorized the execution, delivery and performance of this Agreement.

Accordingly, the parties hereto agree as follows:

SECTION 1 Definitions; Interpretation.

(a) Terms Defined in Term Credit Agreement. All capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Term Credit Agreement whether or not the same then remains in effect.

(b) Certain Defined Terms. As used in this Agreement, the following terms have the following meanings:

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(other than Inventory), including tools, parts and supplies, automobiles, trucks, tractors and other vehicles, computer and other electronic data processing equipment and other office equipment, computer programs and related data processing software, and all additions, substitutions, replacements, parts, accessories, and accessions to and for the foregoing, now owned or hereafter acquired, and including any of the foregoing which are or are to become fixtures on real property.

"Financing Statements" has the meaning specified in Section 3.

"General Intangibles" means, with respect to a Grantor, all general intangibles of such Grantor, now existing or hereafter acquired or arising, and in any event includes: (i) all tax and other refunds, rebates or credits of every kind and nature to which such Grantor is now or hereafter may become entitled; (ii) all good will, choses in action and causes of action, whether legal or equitable, whether in contract or tort and however arising; (iii) all Intellectual Property Collateral; (iv) all uncertificated securities and other interests in limited and general partnerships; (v) all rights of stoppage in transit, replevin and reclamation; (vi) all licenses, permits, consents, indulgences and rights of whatever kind issued in favor of or otherwise recognized as belonging to such Grantor by any Governmental Authority; and (vii) all indemnity agreements, guaranties, insurance policies and other contractual, equitable and legal rights of whatever kind or nature; in each case whether now existing or hereafter acquired or arising.

"Instruments" means, with respect to a Grantor, any and all negotiable instruments and every other writing which evidences a right to the payment of money, in each case whether now existing or hereafter acquired.

"Intellectual Property Collateral" means, with respect to a Grantor, the following properties and assets owned or held by such Grantor or in which such Grantor otherwise has any interest, now existing or hereafter acquired or arising:

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents, patent applications and patent licenses as described in Schedule 1), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all copyrights and applications for copyright, domestic or foreign, together with the underlying works of authorship (including titles), whether or not the underlying works of authorship have been published and whether said copyrights are statutory or arise under the common law, and all other rights and works of authorship, all rights, claims and demands in any way relating to any such copyrights or works, including royalties and rights to sue for past, present or future infringement, and all rights of renewal and extension of copyright;

(iii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names, applications and licenses as described in Schedule 1), whether registered or unregistered and wherever registered, all rights to sue for past,

present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iv) all trade secrets, confidential information, customer lists, license rights, advertising materials, operating manuals, methods, processes, know-how, sales literature, drawings, specifications, blue prints, descriptions, inventions, name plates and catalogs; and

(v) the entire goodwill of or associated with the businesses now or hereafter conducted by such Grantor connected with and symbolized by any of the aforementioned properties and assets.

"Inventory" means, with respect to a Grantor, any and all of such Grantor's inventory in all of its forms, wherever located, whether now owned or hereafter acquired, and in any event includes all goods (including goods in transit) which are held for sale, lease or other disposition, including those held for display or demonstration or out on lease or consignment or to be furnished under a contract of service, or which are raw materials, work in process, finished goods or materials used or consumed in such Grantor's business, and the resulting product or mass, and all repossessed, returned, rejected, reclaimed and replevied goods, together with all parts, components, supplies, packing and other materials used or usable in connection with the manufacture, production, packing, shipping, advertising, selling or furnishing of such goods; and all other items hereafter acquired by such Grantor by way of substitution, replacement, return, repossession or otherwise, and all additions and accessions thereto, and any Document representing or relating to any of the foregoing at any time.

"Lender Party" means, as the context may require, the Term Agent, any Lender (including any Lender in its capacity as Issuing Lender), any Lender or its Affiliate in its capacity as Swap Provider or the Agent or the Term Lenders or the Term Agent and each of their respective successors, transferees and assigns.

"Proceeds" means, with respect to a Grantor, whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Collateral or other assets of such Grantor, including "proceeds" as defined at UCC Section 9-306, any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of such Grantor from time to time with respect to any of the Collateral, any and all payments (in any form whatsoever) made or due and payable to such Grantor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any Governmental Authority (or any Person acting under color of Governmental Authority), any and all other amounts from time to time paid or payable under or in connection with any of the Collateral or for or on account of any damage or injury to or conversion of any Collateral by any Person, any and all other tangible or intangible property received upon the sale or disposition of Collateral, and all proceeds of proceeds.

"Rights to Payment" means all Accounts, and any and all rights and claims to the payment or receipt of money or other forms of consideration of any kind in, to and under all Chattel Paper, Documents, General Intangibles, Instruments and Proceeds.

"Secured Obligations" means all Obligations of each of the Grantors under or in connection with the Term Credit Agreement and each other Loan Document to which each of the Grantors (or any of them) are or may become a party, whether for principal, interest, costs, fees, expenses, indemnities or otherwise and all obligations of each of the Grantors existing under this Security Agreement and each other Loan Document to which the Grantors (or any of them) are or may become a party, in each case whether now existing or hereafter arising, and whether due or to become due, absolute or contingent, liquidated or unliquidated, determined or undetermined.

"UCC" means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of New York; provided, however, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of the security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

(c) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Secured Obligations, each of the Grantors hereby pledges, assigns, transfers, hypothecates and sets over to the Term Agent for its benefit and for the ratable benefit of the other Lender Parties, and hereby grants to the Term Agent for its benefit and for the ratable benefit of the other Lender Parties, a security interest in, all of such Grantor's right, title and interest in, to and under the following property, wherever located and whether now existing or owned or hereafter acquired or arising (collectively, the "Collateral"): (i) all Accounts; (ii) all Chattel Paper; (iii) all Deposit Accounts; (iv) all Documents; (v) all Equipment; (vi) all General Intangibles; (vii) all Instruments; (viii) all Inventory; (ix) all Books; (x) all Investment Property; and (xi) all products and Proceeds of any and all of the foregoing.

(b) Grantor Remains Liable. Anything herein to the contrary notwithstanding, (i) each Grantor shall remain liable under any contracts, agreements and other documents 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 Term Agent of any of the rights hereunder prior to foreclosure in any manner which, under applicable law, discharges Grantor in full shall not release any Grantor from any of its duties or obligations under such contracts, agreements and other documents included in the Collateral, and (iii) neither the Term Agent nor any other Lender Party shall have any obligation or liability under any contracts, agreements and other documents included in the Collateral by reason of this Agreement, nor shall the Term Agent or any other Lender Party be obligated to perform any of the obligations or duties of such Grantor thereunder or to take any action to collect or enforce any such contract, agreement or other document included in the Collateral hereunder.

(c) Continuing Security Interest. Each Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 25.

SECTION 3 Financing Statements, Etc. Each Grantor shall execute and deliver to the Term Agent concurrently with the execution of this Agreement, and at any time and from time to time thereafter, all financing statements, continuation statements, termination statements, security agreements, chattel mortgages, assignments, patent, copyright and trademark collateral assignments, fixture filings, warehouse receipts, documents of title, affidavits, reports, notices, schedules of account, letters of authority and all other documents and instruments, in form satisfactory to the Term Agent (the "Financing Statements"), and take all other action, as the Term Agent may reasonably request, to perfect and continue perfected, maintain the priority of or provide notice of the Term Agent's security interest in the Collateral and to accomplish the purposes of this Agreement.

SECTION 4 Representations and Warranties. In addition to the representations and warranties of the Grantors set forth in the Term Credit Agreement, which are incorporated herein by this reference, each Grantor represents and warrants to the Term Agent that:

(a) Location of Chief Executive Office and Collateral. Such Grantor's chief executive office and principal place of business is located at the address set forth in Schedule 1, and all other locations where such Grantor conducts business or Collateral is kept are set forth in Schedule 1.

(b) Locations of Books. All locations where Books pertaining to the Rights to Payment are kept, including all equipment necessary for accessing such Books and the names and addresses of all service bureaus, computer or data processing companies and other Persons keeping any Books or collecting Rights to Payment for such Grantor, are set forth in Schedule 1.

(c) Trade Names and Trade Styles. All trade names and trade styles under which such Grantor presently conducts its business operations are set forth in Schedule 1, and, except as set forth in Schedule 1, such Grantor has not, at any time during the preceding five years: (i) been known as or used any other corporate, trade or fictitious name; (ii) changed its name; (iii) been the surviving or resulting corporation in a merger or consolidation; or (iv) acquired through asset purchase or otherwise any business of any Person.

(d) Ownership of Collateral. Such Grantor is, and, except as permitted by Section 5(i), will continue to be, the sole and complete owner of the Collateral (or, in the case of after-acquired Collateral, at the time such Grantor acquires rights in such Collateral, will be the sole and complete owner thereof), free from any Lien other than Permitted Liens.

(e) Enforceability; Priority of Security Interest. To the extent the Collateral hereunder is within the scope of the UCC, (i) this Agreement creates a security interest which is enforceable against the Collateral in which such Grantor now has rights and will create a security interest which is enforceable against the Collateral in which such Grantor hereafter acquires rights at the time such Grantor acquires any such rights; and (ii) the Term Agent has a perfected and first priority security interest in the Collateral, in which such Grantor now has rights, and

will have a perfected and first priority security interest in the Collateral in which such Grantor hereafter acquires rights at the time such Grantor acquires any such rights, in each case for the Term Agent's own benefit and for the ratable benefit of the other Lender Parties, and in each case securing the payment and performance of the Secured Obligations.

(f) Other Financing Statements. Other than (i) financing statements or similar filings naming the owner of the asset to which such lien relates as debtor, under the UCC or any comparable law ("UCC Financing Statements") disclosed to the Term Agent and (ii) UCC Financing Statements in favor of the Term Agent in its capacity as Term Agent for the other Lender Parties under the Term Credit Agreement and any other Loan Documents, no effective UCC Financing Statement naming such Grantor as debtor, assignor, grantor, mortgagor, pledgor or the like and covering all or any part of the Collateral is on file in any filing or recording office in any jurisdiction.

(g) Rights to Payment. (i) The Rights to Payment represent valid, binding and enforceable obligations of the account debtors or other Persons obligated thereon, representing bona fide transactions completed in accordance with the terms and provisions contained in any documents related thereto, and are and will be genuine, free from Liens (other than Permitted Liens), and not subject to any adverse claims, counterclaims, setoffs, defaults, disputes, defenses, discounts, retainages, holdbacks or conditions precedent of any kind of character, except to the extent reflected by such Grantor's reserves for uncollectible Rights to Payment or to the extent, if any, that such account debtors or other Persons may be entitled to normal and ordinary course trade discounts, returns, adjustments and allowances in accordance with Section 5(m), or as otherwise disclosed to the Agent in writing; to such Grantor's knowledge, all Rights to Payment comply in all material respects with all applicable laws concerning form, content and manner of preparation and execution, including where applicable any federal or state consumer credit laws; (ii) all statements made, all unpaid balances and all other information in the Books and other documentation relating to the Rights to Payment are true and correct and in all material respects what they purport to be; and (iii) such Grantor has no knowledge of any fact or circumstance which would materially impair the validity or collectibility of the Rights to Payment in the aggregate.

(h) Inventory. No Inventory is stored with any bailee, warehouseman or similar Person or on any premises leased to any Grantor, nor has any Inventory been consigned to any Grantor or consigned by any Grantor to any Person or is held by any Grantor for any Person under any "bill and hold" or other arrangement, except as set forth in Schedule 1;

(i) Intellectual Property. Except as set forth in Schedule 1, such Grantor (directly or through any Subsidiary) does not own, possess or use under any licensing arrangement any patents, copyrights, trademarks, service marks or trade names, nor is there currently pending before any Governmental Authority any application for registration of any patent, copyright, trademark, service mark or trade name;

(i) all patents, copyrights, trademarks, service marks and trade names are subsisting and none have been adjudged invalid or unenforceable in whole or in part;

(ii) all maintenance fees required to be paid on account of any patents have been timely paid for maintaining such patents in force, and, to such Grantor's knowledge, each of the patents is valid and enforceable and such Grantor has notified the Term Agent in writing of all material prior art (including public uses and sales) of which it is aware;

(iii) to such Grantor's knowledge, no material infringement or unauthorized use presently is being made of any Intellectual Property Collateral by any Person;

(iv) such Grantor is the sole and exclusive owner of the Intellectual Property Collateral and the past, present and contemplated future use of such Intellectual Property Collateral by such Grantor has not, does not and will not infringe or violate any right, privilege or license agreement of or with any other Person; and

(v) such Grantor owns, has material rights under, is a party to, or an assignee of a party to all material licenses, patents, patent applications, copyrights, service marks, trademarks, trademark applications, trade names and all other Intellectual Property Collateral necessary to continue to conduct its business as heretofore conducted.

(j) Equipment. None of the Equipment or other Collateral is affixed to real property, except Collateral with respect to which such Grantor has supplied the Term Agent with all information and documentation necessary to make all fixture filings required to perfect and protect the priority of the Term Agent's security interest in all such Collateral which may be fixtures as against all Persons having an interest in the premises to which such property may be affixed. None of the Equipment is leased from or to any Person, except as set forth at Schedule 1 or as otherwise disclosed to the Term Agent.

(k) Deposit Accounts. The names and addresses of all financial institutions at which such Grantor maintains its Deposit Accounts, and the account numbers and account names of such Deposit Accounts, are set forth in Schedule 1.

(l) Compliance with Federal Fair Labor Standards Act. All Collateral produced by the Borrower or its Subsidiaries has been and will be produced and, to the extent produced by another Person, to such Grantor's knowledge has been and will be produced, in compliance with the Federal Fair Labor Standards Act.

(m) Corporate Existence and Power. Such Grantor (i) is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation; (ii) has the power and authority and all governmental licenses, authorizations, consents and approvals to own its assets, carry on its business and to execute, deliver, and perform its obligations under the Agreement and any other Loan Document to which it is a party; (iii) is duly qualified as a foreign corporation and is licensed and in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification or license; (iv) is in compliance with all Requirements of Law; except, in each case referred to in clause (iii) or clause (iv), to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(n) Corporate Authorization; No Contravention. The execution, delivery and performance by such Grantor of this Agreement and each other Loan Document to which it is a

party, have been duly authorized by all necessary corporate action, and do not and will not: (i) contravene the terms of any of such Grantor's Organization Documents; (ii) conflict with or result in any breach or contravention of, or the creation of any Lien under, any document evidencing any Contractual Obligation to which such Grantor is a party or any order, injunction, writ or decree of any Governmental Authority to which such Grantor or its property is subject; or (iii) violate any Requirement of Law.

(o) Governmental Authorization. No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority is necessary or required in connection with the execution, delivery or performance by, or enforcement against, such Grantor of this Agreement or any other Loan Document to which it is a party.

SECTION 5 Covenants. So long as any of the Secured Obligations remain unsatisfied or any Lender shall have any Commitment or any Letter of Credit shall be outstanding or any Specified Swap Contract shall be in effect, each Grantor agrees that:

(a) Defense of Collateral. Such Grantor will appear in and defend any action, suit or proceeding which may affect to a material extent its title to, or right or interest in, or the Term Agent's right to or interest in, the Collateral.

(b) Preservation of Collateral. Such Grantor will do and perform all reasonable acts that may be necessary and appropriate to maintain, preserve and protect the Collateral.

(c) Compliance with Laws, Etc. Such Grantor will comply in all material respects with all laws, regulations and ordinances, and all policies of insurance, relating in a material way to the possession, operation, maintenance and control of the Collateral.

(d) Location of Books and Chief Executive Office. Such Grantor will: (i) keep all Books pertaining to the Rights to Payment at the locations set forth in Schedule 1; and (ii) give at least 30 days' prior written notice to the Term Agent of (A) any changes in any such location where Books pertaining to the Rights to Payment are kept, including any change of name or address of any service bureau, computer or data processing company or other Person preparing or maintaining any Books or collecting Rights to Payment for the Grantor and (B) any changes in the location of such Grantor's chief executive office or principal place of business.

(e) Location of Collateral. Such Grantor will: (i) keep the Collateral at the locations set forth in Schedule 1 and not remove the Collateral from such locations (other than disposals of Collateral permitted by subsection 5(ii)) except upon at least 30 days' prior written notice of any removal to the Term Agent; and (ii) give the Term Agent at least 30 days' prior written notice of any change in the locations set forth in Schedule 1.

(f) Change in Name, Identity or Structure. Such Grantor will give at least 30 days' prior written notice of (i) any change in its name, (ii) any changes in, additions to or other modifications of its trade names and trade styles set forth in Schedule 1, and (iii) any changes in its identity or structure in any manner which might make any Financing Statement filed hereunder incorrect or misleading.

(g) Maintenance of Records. Such Grantor will keep separate, accurate and complete Books with respect to the Collateral, disclosing the Term Agent's security interest hereunder.

(h) Invoicing of Sales. Such Grantor will invoice all of its sales upon forms customary in the industry and to maintain proof of delivery and customer acceptance of goods.

(i) Disposition of Collateral. Such Grantor will not surrender or lose possession of (other than to the Term Agent), sell, lease, rent, or otherwise dispose of or transfer any of the Collateral or any right or interest therein, except to the extent permitted by the Term Credit Agreement.

(j) Liens. Other than liens in favor of the Term Agent in its capacity as Agent under the Term Credit Agreement and Permitted Liens, such Grantor will keep the Collateral free of all liens and security interests of any kind.

(k) Expenses. Such Grantor will pay all expenses of protecting, storing, warehousing, insuring, handling and shipping the Collateral.

(l) Leased Premises. At the Term Agent's request, such Grantor will use its best efforts to obtain from each Person from whom such Grantor leases any premises at which any Collateral is at any time present such subordination, waiver, consent and estoppel agreements as the Term Agent may require, in form and substance reasonably satisfactory to the Term Agent.

(m) Rights to Payment. Such Grantor will:

(i) with such frequency as the Term Agent may reasonably require, furnish to the Term Agent (A) master customer listings, including all names and addresses, together with copies or originals (as requested by the Term Agent) of documents, customer statements, repayment histories and present status reports relating to the Accounts; (B) accurate records and summaries of Accounts, including detailed agings specifying the name, face value and date of each invoice, and listings of Accounts that are disputed or have been cancelled; and (C) such other matters and information relating to the Accounts as the Term Agent shall from time to time reasonably request;

(ii) give only normal discounts, allowances and credits as to Accounts and other Rights to Payment, in the ordinary course of business, according to normal trade practices utilized by such Grantor in the past, and enforce all Accounts and other Rights to Payment in the ordinary course of business, and take all such action to such end as may from time to time be reasonably requested by the Term Agent;

(iii) if any material discount, allowance, credit, extension of time for payment, agreement to make a rebate or otherwise to reduce the amount owing on, or compromise or settle, an Account or other Right to Payment exists or occurs, or if, to the knowledge of such Grantor, any material dispute, setoff, claim, counterclaim or defense exists or has been asserted or threatened with respect to an Account or other Right to Payment, disclose such fact fully to the Term Agent in the Books relating to such Account or other Right to Payment and in

connection with any invoice or report furnished by such Grantor to the Term Agent relating to such Account or other Right to Payment;

(iv) if any Accounts arise from contracts with the United States or any department, agency or instrumentality thereof, immediately notify the Term Agent thereof and execute any documents and instruments and take any other steps requested by the Term Agent in order that all monies due and to become due thereunder shall be assigned to the Term Agent and notice thereof given to the Federal authorities under the Federal Assignment of Claims Act;

(v) in accordance with its sound business judgment perform and comply in all material respects with its obligations in respect of the Accounts and other Rights to Payment;

(vi) upon the request of the Term Agent (A) at any time, notify all or any designated portion of the account debtors and other obligors on the Rights to Payment of the security interest hereunder, and (B) upon the occurrence of an Event of Default and if so directed by the Term Agent, notify the account debtors and other obligors on the Rights to Payment or any designated portion thereof that payment shall be made directly to the Term Agent or to such other Person or location as the Term Agent shall specify; and

(vii) upon the occurrence of any Event of Default, establish such lockbox or similar arrangements for the payment of the Accounts and other Rights to Payment as the Term Agent shall require.

(n) Documents, Etc. Upon the request of the Term Agent, the Grantor will (i) immediately deliver to the Term Agent, or an agent designated by it, appropriately endorsed or accompanied by appropriate instruments of transfer or assignment, all Documents, Instruments and Chattel Paper, and all other Rights to Payment at any time evidenced by promissory notes, trade acceptances or other instruments, and (ii) mark all Documents and Chattel Paper with such legends as the Term Agent shall reasonably specify.

(o) Inventory. Such Grantor will:

(i) at such times as the Term Agent shall reasonably request, prepare and deliver to the Term Agent a report of all Inventory, in form and substance satisfactory to the Term Agent;

(ii) upon the request of the Term Agent, take a physical listing of the Inventory and promptly deliver a copy of such physical listing to the Term Agent; and

(iii) not store any Inventory with a bailee, warehouseman or similar Person or on premises leased to such Grantor, nor dispose of any Inventory on a bill-and-hold, guaranteed sale, sale and return, sale on approval, consignment or similar basis, nor acquire any Inventory from any Person on any such basis, without in each case giving the Term Agent prior written notice thereof.

(p) Equipment. Such Grantor will, upon the Term Agent's request, deliver to the Term Agent a report of each item of Equipment, in form and substance satisfactory to the Term Agent.

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(q) Intellectual Property Collateral. Such Grantor will:

(i) not enter into any agreements or transactions (including any license or royalty agreement) pertaining to any Intellectual Property Collateral outside the ordinary course of business or on materially disadvantageous terms to the Grantor;

(ii) if reasonably within such Grantor's abilities, not allow or suffer any Intellectual Property Collateral to become abandoned, nor any registration thereof to be terminated, forfeited, expired or dedicated to the public;

(iii) promptly give the Term Agent notice of any rights such Grantor may obtain to any new patentable inventions, copyrightable works or other new Intellectual Property Collateral, prior to the filing of any application for registration thereof; and

(iv) diligently prosecute all applications for patents, copyrights and trademarks, and file and prosecute any and all continuations, continuations-in-part, applications for reissue, applications for certificate of correction and like matters as shall be reasonable and appropriate in accordance with prudent business practice, and promptly and timely pay any and all maintenance, license, registration and other fees, taxes and expenses incurred in connection with any Intellectual Property Collateral.

(r) Notices, Reports and Information. Such Grantor will (i) notify the Term Agent of any material claim made or asserted against the Collateral by any Person and of any change in the composition of the Collateral or other event which could materially adversely affect the value of the Collateral or the Term Agent's Lien thereon; (ii) furnish to the Term Agent such statements and schedules further identifying and describing the Collateral and such other reports and other information in connection with the Collateral as the Term Agent may reasonably request, all in reasonable detail; and (iii) upon request of the Term Agent make such demands and requests for information and reports as such Grantor is entitled to make in respect of the Collateral.

SECTION 6 Collection of Rights to Payment. Until the Term Agent exercises its rights hereunder to collect Rights to Payment, each Grantor shall endeavor in the first instance diligently to collect all amounts due or to become due on or with respect to the Rights to Payment. At the request of the Term Agent, upon and after the occurrence of any Event of Default, all remittances received by a Grantor shall be held in trust for the Term Agent and, in accordance with the Term Agent's instructions, remitted to the Term Agent or deposited to an account with the Term Agent in the form received (with any necessary endorsements or instruments of assignment or transfer).

SECTION 7 Authorization; Term Agent Appointed Attorney-in-Fact. The Term Agent shall have the right to, in the name of each Grantor, or in the name of the Term Agent or otherwise, without notice to or assent by the Grantors, and each Grantor hereby constitutes and appoints the Term Agent (and any of the Term Agent's officers, employees or agents designated by the Term Agent) as such Grantor's true and lawful attorney-in-fact, with full power and authority to:

(i) sign any of the Financing Statements which must be executed or filed to perfect or continue perfected, maintain the priority of or provide notice of the Term Agent's security interest in the Collateral and file any such Financing Statements by electronic means with or without a signature as authorized or required by applicable law or filing procedures;

(ii) take possession of and endorse any notes, acceptances, checks, drafts, money orders or other forms of payment or security and collect any Proceeds of any Collateral;

(iii) sign and endorse any invoice or bill of lading relating to any of the Collateral, warehouse or storage receipts, drafts against customers or other obligors, assignments, notices of assignment, verifications and notices to customers or other obligors;

(iv) notify the Postal Service authorities to change the address for delivery of mail addressed to such Grantor to such address as the Term Agent may designate and, without limiting the generality of the foregoing, establish with any Person lockbox or similar arrangements for the payment of the Rights to Payment;

(v) receive, open and dispose of all mail addressed to such Grantor;

(vi) send requests for verification of Rights to Payment to the customers or other obligors of such Grantor;

(vii) contact, or direct such Grantor to contact, all account debtors and other obligors on the Rights to Payment and instruct such account debtors and other obligors to make all payments directly to the Term Agent;

(viii) assert, adjust, sue for, compromise or release any claims under any policies of insurance;

(ix) exercise dominion and control over, and refuse to permit further withdrawals from, Deposit Accounts maintained with the Term Agent;

(x) notify each Person maintaining lockbox or similar arrangements for the payment of the Rights to Payment to remit all amounts representing collections on the Rights to Payment directly to the Term Agent;

(xi) ask, demand, collect, receive and give acquittances and receipts for any and all Rights to Payment, enforce payment or any other rights in respect of the Rights to Payment and other Collateral, grant consents, agree to any amendments, modifications or waivers of the agreements and documents governing the Rights to Payment and other Collateral, and otherwise file any claims, take any action or institute, defend, settle or adjust any actions, suits or proceedings with respect to the Collateral, as the Term Agent may deem necessary or desirable to maintain, preserve and protect the Collateral, to collect the Collateral or to enforce the rights of the Term Agent with respect to the Collateral;

(xii) execute any and all applications, documents, papers and instruments necessary for the Term Agent to use the Intellectual Property Collateral and grant or issue any

exclusive or non-exclusive license or sublicense with respect to any Intellectual Property Collateral;

(xiii) execute any and all endorsements, assignments or other documents and instruments necessary to sell, lease, assign, convey or otherwise transfer title in or dispose of the Collateral; and

(xiv) execute any and all such other documents and instruments, and do any and all acts and things for and on behalf of such Grantor, which the Term Agent may deem necessary or advisable to maintain, protect, realize upon and preserve the Collateral and the Term Agent's security interest therein and to accomplish the purposes of this Agreement.

The Term Agent agrees that, except upon and during the continuance of an Event of Default, it shall not exercise the power of attorney, or any rights granted to the Term Agent, pursuant to clauses (i) through (xiv). The foregoing power of attorney is coupled with an interest and irrevocable so long as any Lender has any Commitment or any Letter of Credit remains outstanding or any Specified Swap Contract shall be in effect or the Secured Obligations have not been paid and performed in full. Each Grantor hereby ratifies, to the extent permitted by law, all that the Term Agent shall lawfully and in good faith do or cause to be done by virtue of and in compliance with this Section 7.

SECTION 8 Term Agent Performance of Grantor Obligations. The Term Agent may perform or pay any obligation which a Grantor has agreed to perform or pay under or in connection with this Agreement, and the Grantors jointly and severally shall reimburse the Term Agent on demand for any amounts paid by the Term Agent pursuant to this Section 8.

SECTION 9 Term Agent's Duties. Notwithstanding any provision contained in this Agreement, the Term Agent shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to the Grantor or any other Person for any failure to do so or delay in doing so. Beyond the exercise of reasonable care to assure the safe custody of Collateral in the Term Agent's possession and the accounting for moneys actually received by the Term Agent hereunder, the Term Agent shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Collateral.

SECTION 10 Remedies. Remedies. Upon the occurrence of any Event of Default, the Term Agent shall have, in addition to all other rights and remedies granted to it in this Agreement, the Term Credit Agreement or any other Loan Document, all rights and remedies of a secured party under the UCC and other applicable laws. Without limiting the generality of the foregoing, each Grantor agrees that the Term Agent may:

(i) peaceably and without notice enter any premises of the Grantor, take possession of any the Collateral, remove or dispose of all or part of the Collateral on any premises or elsewhere, or, in the case of Equipment, render it nonfunctional, and otherwise collect, receive, appropriate and realize upon all or any part of the Collateral, and demand, give receipt for, settle, renew, extend, exchange, compromise, adjust, or sue for all or any part of the Collateral, as the Term Agent may determine;

(ii) require such Grantor to assemble all or any part of the Collateral and make it available to the Term Agent at any place and time designated by the Term Agent;

(iii) use or transfer any of such Grantor's rights and interests in any Intellectual Property Collateral, by license, by sublicense (to the extent permitted by an applicable license) or otherwise, on such conditions and in such manner as the Term Agent may determine;

(iv) secure the appointment of a receiver of the Collateral or any part thereof to the extent and in the manner provided by applicable law;

(v) withdraw (or cause to be withdrawn) any and all funds from Deposit Accounts; and

(vi) sell, resell, lease, use, assign, transfer or otherwise dispose of any or all of the Collateral in its then condition or following any commercially reasonable preparation or processing (utilizing in connection therewith any of such Grantor's assets, without charge or liability to the Term Agent therefor) at public or private sale, by one or more contracts, in one or more parcels, at the same or different times, for cash or credit, or for future delivery without assumption of any credit risk, all as the Term Agent deems advisable; provided, however, that such Grantor shall be credited with the net proceeds of sale only when such proceeds are finally collected by the Term Agent. The Term Agent shall have the right upon any such public sale, and, to the extent permitted by law, upon any such private sale, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption, which right or equity of redemption such Grantor hereby releases, to the extent permitted by law. Such Grantor hereby agrees that the sending of notice by ordinary mail, postage prepaid, to the address of such Grantor set forth in the Term Credit Agreement, as applicable, of the place and time of any public sale or of the time after which any private sale or other intended disposition is to be made, shall be deemed reasonable notice thereof if such notice is sent ten days prior to the date of such sale or other disposition or the date on or after which such sale or other disposition may occur, provided that the Term Agent may provide such Grantor shorter notice or no notice, to the extent permitted by the UCC or other applicable law.

(b) License. For the purpose of enabling the Term Agent to exercise its rights and remedies under this Section 10 or otherwise in connection with this Agreement, the Grantor hereby grants to the Term Agent an irrevocable, non-exclusive and assignable license (exercisable without payment or royalty or other compensation to the Grantor) to use, license or sublicense any Intellectual Property Collateral.

(c) Proceeds Account. To the extent that any of the Secured Obligations may be contingent, unmatured or unliquidated (including with respect to undrawn amounts under any Letter of Credit or contingent amounts due under any Specified Swap Contract) at such time as there may exist an Event of Default, the Term Agent may, at its election, (i) retain the proceeds of any sale, collection, disposition or other realization upon the Collateral (or any portion thereof) in a special purpose non-interest-bearing restricted deposit account (the "Proceeds Account") created and maintained by the Term Agent for such purpose (which shall constitute a Deposit Account included within the Collateral hereunder) until such time as the Term Agent may elect to apply such proceeds to the Secured Obligations, and each Grantor agrees that such

retention of such proceeds by the Term Agent shall not be deemed strict foreclosure with respect thereto; (ii) in any manner elected by the Term Agent, estimate the liquidated amount of any such contingent, unmatured or unliquidated claims and apply the proceeds of the Collateral against such amount; or (iii) otherwise proceed in any manner permitted by applicable law. Each Grantor agrees that the Proceeds Account shall be a blocked account and that upon the irrevocable deposit of funds into the Proceeds Account, such Grantor shall not have any right of withdrawal with respect to such funds. Accordingly, each Grantor irrevocably waives until the termination of the security interests granted under this Agreement in accordance with Section 25 the right to make any withdrawal from the Proceeds Account and the right to instruct the Term Agent to honor drafts against the Proceeds Account.

(d) Application of Proceeds. Subject to subsection (c) immediately above, the cash proceeds actually received from the sale or other disposition or collection of Collateral, and any other amounts received in respect of the Collateral the application of which is not otherwise provided for herein, shall be applied (after payment of any amounts payable to the Term Agent pursuant to Section 8 or Section in whole or in part by the Term Agent for the benefit of the Lender Parties against all or any part of the Secured Obligations in the following order: (i) first, to any fees, costs, or other expenses due under the Loan Documents; (ii) next, to any interest (including interest due under subsection 2.10(c) of the Term Credit Agreement; (iii) next, to any principal due under the Loan Documents; (iv) last, to any other Secured Obligations (including secured Swap Obligations not included in (i) or (ii) above.) Any surplus thereof which exists after payment and performance in full of the Secured Obligations shall be promptly paid over to the Grantors or otherwise disposed of in accordance with the UCC or other applicable law. The Grantors shall remain liable to the Term Agent for any deficiency which exists after any sale or other disposition or collection of Collateral.

SECTION 11 Certain Waivers. Each Grantor waives, to the fullest extent permitted by law, (i) any right of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshalling of the Collateral or other collateral or security for the Secured Obligations; (ii) any right to require the Term Agent (A) to proceed against any Person, (B) to exhaust any other collateral or security for any of the Secured Obligations, (C) to pursue any specific remedy in the Term Agent's power, or (D) to make or give any presentments, demands for performance, notices of nonperformance, protests, notices of protests or notices of dishonor in connection with any of the Collateral; and (iii) all claims, damages, and demands against the Term Agent arising out of the repossession, retention, sale or application of the proceeds of any sale of the Collateral.

SECTION 12 Certain Additional Consents and Waivers. This Agreement is absolute, unconditional and irrevocable and is in no way conditioned or contingent on the Borrower's performance of any obligation under the Term Credit Agreement or any other Loan Document, any attempt to enforce in whole or in part any of the Borrower's liabilities and obligations to any Lender Party or the existence or continuance of the Borrower or any other Person as a legal entity, nor shall this Agreement or the Grantors' obligations hereunder be limited, impaired, restricted or otherwise affected by the consolidation or merger of the Borrower with or into any other entity, the sale, lease or other disposition by the Borrower of all or substantially all of its assets to any other entity (whether or not effected in compliance with the Loan Documents), or the Bankruptcy or insolvency of the Borrower, the admission in writing by

the Borrower of its inability to pay its debts as they mature, or its making of a general assignment for the benefit of, or entering into a composition or arrangement with, creditors.

(a) The Term Agent and the other Lender Parties may, at any time and from time to time, without the consent of or notice to the Grantors, except such notice as may be required by applicable statute which cannot be waived, without incurring responsibility to the Grantors, and without impairing or releasing the obligations of the Grantors hereunder, upon or without any terms or conditions and in whole or in part, (i) to the extent permitted by the Term Credit Agreement, change the manner, place and terms of payment or change or extend the time of payment of, renew or alter any obligation of the Borrower hereby secured, or in any manner modify, amend or supplement the terms of the Term Credit Agreement or other Loan Documents (other than this Agreement) or any documents, instruments or agreements executed in connection therewith (other than this Agreement), and this Agreement shall apply to the obligations and liabilities of the Borrower as changed, extended, renewed, modified, amended, supplemented or altered in any manner, (ii) exercise or refrain from exercising any rights against the Borrower or others (including the Grantors) or otherwise act or refrain from acting, (iii) settle or compromise any obligations and liabilities herein secured or any obligations and liabilities (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and may subordinate the payment of all or any part thereof to the payment of any obligations and liabilities which may be due to the Term Agent, the other Lender Parties or others, (iv) sell, exchange, release, surrender, realize upon or otherwise deal with in any manner or in any order any property pledged or mortgaged by anyone to secure or in any manner securing the Secured Obligations, any liabilities or obligation (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof or any other obligations or liabilities of the Borrower or the Grantors to the Lender Parties or any offset thereagainst, (v) take and hold security or additional security for any or all of the Secured Obligations, (vi) apply any sums by whomsoever paid or howsoever realized to any obligations and liabilities of the Borrower to the Lender Parties regardless of what obligations and liabilities remain unpaid, and (vii) in accordance with the Term Credit Agreement assign their rights and interests under this Agreement, the Term Credit Agreement or the other Loan Documents, in whole or in part. Without limiting the generality of the foregoing, each Grantor hereby specifically waives such Grantor's rights and benefits under any statute, regulation, judicial decision or other law which purports to exonerate or reduce the liability of a surety if the underlying obligation is altered in any respect or if the rights and remedies of the creditor against the principal in respect of a secured obligation are in any way altered, impaired or suspended and agrees that, by so doing, such Grantor's obligations hereunder shall continue even if the Lender Parties alter any obligations under the Term Credit Agreement or the other Loan Documents (other than this Agreement) in any respect or the Lender Parties' remedies or rights against the Borrower are in any way impaired or suspended without such Grantor's consent.

(b) No invalidity, irregularity or unenforceability of the obligations or liabilities of the Borrower under the Term Credit Agreement or any other Loan Document shall affect, impair or be a defense to this Agreement. Each Grantor hereby waives any and all benefits and defenses under any statute, regulation, judicial decision or other law which purports to exonerate or reduce the liability of a surety as a result of any disability or absence of liability of the principal or any defense to liability or enforcement which the principal may have and agrees that, by so doing, such Grantor's obligations and the security interests granted hereunder shall

continue even if the Borrower had no liability at the time of execution of the Term Credit Agreement, as applicable, or thereafter ceased or cease to be liable. Each Grantor also waives any and all benefits and defenses under any statute, regulation, judicial decision or other law which purports to limit the liability of a surety to that of the principal or to reduce the liability of a surety in proportion to any reduction in the liability of the principal and agrees that, by so doing, such Grantor's obligations hereunder may be more burdensome than that of the Borrower.

(c) Each Grantor, to the extent permitted under applicable law, hereby waives any right, whether arising under any statute, regulation, judicial decision or otherwise, to require the Term Agent or any other Lender Party to (i) proceed against the Borrower or any other Person acting as surety, guaranteeing or providing collateral or other credit support for the Borrower's obligations under the Term Credit Agreement or any other Loan Document (a "Third Party Credit Support Provider"), (ii) proceed against or exhaust any security received from the Borrower or any Third Party Credit Support Provider, or (iii) pursue any other right or remedy in the Term Agent's or the other Lender Parties' power whatsoever.

(d) Each Grantor further waives, to the extent permitted under applicable law: (i) any defense resulting from the absence, impairment or loss of any right of reimbursement, subrogation, contribution or other right or remedy of such Grantor against the Borrower, any Third Party Credit Support Provider or any security, whether resulting from an election by the Term Agent and the other Lender Parties to foreclose upon security by judicial or nonjudicial sale or otherwise; (ii) any setoff or counterclaim of the Borrower or any defense of any kind (including defenses resulting from any disability) or the cessation or stay of enforcement from any cause whatsoever of the liability of the Borrower (including without limitation the lack of validity or enforceability of the Term Credit Agreement or any other Loan Document); (iii) any right to exoneration, in whole or in part, of sureties or Third Party Credit Support Providers which would otherwise be applicable; (iv) any right of subrogation or reimbursement, any right of contribution, any right to enforce any remedy which the Term Agent and the other Lender Parties now have or may hereafter have against the Borrower, and any benefit of, and any right to participate in, any security now or hereafter held or received by the Lender Parties (or the Term Agent on their behalf); (v) except as required under the Term Credit Agreement, all presentments, demands for performance, notices of non-performance, protests, notice of dishonor, notices of acceptance of this Agreement or of the existence, creation or incurring of new or additional obligations under the Term Credit Agreement or the other Loan Documents, or any other notices of any kind; and (vi) all valuation, appraisal, extension or redemption laws now or hereafter in effect. Without limiting the generality of the preceding clause (iv), each Grantor hereby waives any right to be reimbursed by the Borrower or any Third Party Credit Support Provider for any payment of such obligations made directly or indirectly by such Grantor or from any property of such Grantor, whether arising by way of any statutory, contractual or other right of subrogation, contribution, indemnification or otherwise.

(e) Each Grantor acknowledges that it has the ability, and hereby assumes the obligation and responsibility, to keep informed of the financial condition of the Borrower and any Third Party Credit Support Provider and of other matters or circumstances affecting the ability of any of them to pay or perform their respective obligations thereunder or the risk of nonpayment and nonperformance. Each Grantor hereby waives any obligation on the part of the Term Agent or any other Lender Party to inform such Grantor of the financial condition, or any

changes in financial condition, of the Borrower or any Third Party Credit Support Provider or of any other matter or circumstance which might effect the ability of the Borrower to pay and perform under the Term Credit Agreement or any other Loan Document, or the risk of nonpayment or nonperformance.

SECTION 13 Notices. All notices or other communications hereunder shall be given in the manner and to the addresses specified in the Term Credit Agreement or, in the case of the Grantor other than the Borrower, at the address set forth below its signature hereto. All such notices and other communications shall be effective (i) if delivered by hand or pre-paid courier service, when delivered; (ii) if sent by mail, upon the earlier of the date of receipt or five Business Days after deposit in the mail, first class, postage prepaid; (iii) if sent by telex, upon receipt by the sender of an appropriate answerback; and (iv) if sent by facsimile transmission, when sent.

SECTION 14 No Waiver; Cumulative Remedies. No failure on the part of the Term Agent to exercise, and no delay in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to the Term Agent.

SECTION 15 Costs and Expenses; Indemnification; Other Charges. Each Grantor jointly and severally agrees to pay on demand:

(i) the reasonable out-of-pocket costs and expenses of the Term Agent and any of its Affiliates, and the Term Agent's reasonable Attorney Costs, in connection with the negotiation, preparation, execution, delivery and administration of this Agreement, and any amendments, modifications or waivers of the terms thereof, and the custody of the Collateral;

(ii) all title, appraisal (including the allocated costs of internal appraisal services), survey, audit, consulting, search, recording, filing and similar costs, fees and expenses incurred or sustained by the Term Agent or any of its Affiliates in connection with this Agreement or the Collateral; and

(iii) all costs and expenses of the Term Agent and its Affiliates, including Attorney Costs, in connection with the enforcement or attempted enforcement of, and preservation of any rights or interests under, this Agreement, including in any out-of-court workout or other refinancing or restructuring or in any bankruptcy case, and the protection, sale or collection of, or other realization upon, any of the Collateral, including all expenses of taking, collecting, holding, sorting, handling, preparing for sale, selling, or the like, and other such expenses of sales and collections of Collateral, and any and all losses, costs and expenses sustained by the Term Agent as a result of any failure by such Grantor to perform or observe its obligations contained herein.

(a) Indemnification. Each Grantor hereby jointly and severally agrees to indemnify the Term Agent, the other Lender Parties, any Affiliate of any of them, and their

respective directors, officers, employees, agents, counsel and other advisors (each an "Indemnified Person") against, and hold each of them harmless from, any and all liabilities, obligations, losses, claims, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever, including the reasonable fees and disbursements of counsel to an Indemnified Person (including allocated costs of internal counsel), which may be imposed on, incurred by, or asserted against any Indemnified Person, in any way relating to or arising out of this Agreement or the transactions contemplated hereby or any action taken or omitted to be taken by it hereunder (the "Indemnified Liabilities"); provided that the Grantors shall not be liable to any Indemnified Person for any portion of such Indemnified Liabilities to the extent they are found by a final decision of a court of competent jurisdiction to have resulted from such Indemnified Person's gross negligence or willful misconduct. If and to the extent that the foregoing indemnification is for any reason held unenforceable, each Grantor jointly and severally agrees to make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under applicable law.

(b) Other Charges. Each Grantor jointly and severally agrees to indemnify the Term Agent against and hold it harmless from any and all present and future stamp, transfer, documentary and other such taxes, levies, fees, assessments and other charges made by any jurisdiction by reason of the execution, delivery, performance and enforcement of this Agreement.

(c) Interest. Any amounts payable to the Term Agent under this Section 15 or otherwise under this Agreement if not paid upon demand shall bear interest from the date of such demand until paid in full, at the rate of interest set forth in subsection 2.9 of the Term Credit Agreement, whether or not the same shall then be in effect.

SECTION 16 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Grantors, the Term Agent and their respective successors and assigns.

SECTION 17 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN NEW YORK, PROVIDED THAT THE TERM AGENT SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

SECTION 18 Forum Selection and Consent to Jurisdiction. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF THE GRANTORS AND THE TERM AGENT CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH OF THE GRANTORS AND THE TERM AGENT

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IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS AGREEMENT OR ANY DOCUMENT RELATED HERETO. THE GRANTORS AND THE TERM AGENT EACH WAIVE PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS, WHICH MAY BE MADE BY ANY OTHER MEANS PERMITTED BY NEW YORK LAW.

SECTION 19 Waiver of Jury Trial. THE GRANTORS AND THE TERM AGENT EACH WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR ANY AGENT-RELATED PERSON, PARTICIPANT OR ASSIGNEE, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. THE GRANTORS AND THE TERM AGENT EACH AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS OR ANY PROVISION HEREOF OR THEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS.

SECTION 20 Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in the Term Credit Agreement.

SECTION 21 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

SECTION 22 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

SECTION 23 Incorporation of Provisions of the Term Credit Agreement. To the extent the Term Credit Agreement contains provisions of general applicability to the Loan Documents, including any such provisions contained in Article XII thereof, such provisions are incorporated herein by this reference, whether or not the same shall then remain in effect.

SECTION 24 No Inconsistent Requirements. Each Grantor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 25 Termination. Upon termination of the Commitments of the Lenders under the Loan Documents, the surrender of any Letters of Credit issued by any Issuing Lender for the account of the Borrower, termination of all Specified Swap Contracts, and payment and performance in full of all Secured Obligations, the security interests granted under this Agreement shall terminate and the Term Agent shall promptly execute and deliver to the Grantors such documents and instruments reasonably requested by the Grantors as shall be necessary to evidence termination of all security interests given by the Grantors to the Term Agent hereunder; provided, however, that the obligations of the Grantors under Section 15 shall survive such termination.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

THE GRANTOR

FAME INFORMATION SERVICES, INC.

By: 

Title: _____

Address:
888 7th Avenue
12th Floor
New York, New York 10106
Facsimile No.: (212) 977-7144
Attention: James M. Perry

THE TERM AGENT

DEUTSCHE BANK AG, NEW YORK
BRANCH

By: 

Title: _____

Andre Heitbaum

Asst. Vice President

By: 

Title: _____

Managing

Director

Security Agreement - Term