

04-07-2003

4/7/03

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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

102410464

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

1. Name of conveying party(ies): Neptune Technology Group Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State (checked), Other see addendum

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement (checked), Change of Name, Other

Execution Date: 04/01/2003

2. Name and address of receiving party(ies)

Name: UBS AG, Stamford Branch, Internal Address: as Administrative Agent

Street Address: 677 Washington Blvd.

City: Stamford State: CT Zip: 06901

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other Bank (checked)

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

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

A. Trademark Application No.(s) See attached Annex I

B. Trademark Registration No.(s) See attached Annex I

Additional number(s) attached Yes (checked) No

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

Name: Internal Address: Federal Research Company, LLC 1030 15th Street, NW, Suite 920 Washington, DC 20005 Street Ad: City: State: Zip:

6. Total number of applications and registrations involved: 34

7. Total fee (37 CFR 3.41): \$ 865.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. BYRNE 00000055 1428371

Maureen P. Murphy Name of Person Signing

Maureen P. Murphy Signature

04/01/2003 Date

Total number of pages including cover sheet, attachments, and document: 36

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

TRADEMARK REEL: 002706 FRAME: 0721

04/08/2003 01 FC:05:1 02 FC:05:2

40.00 DP 225.00 DP

Addendum to Trademarks Cover Sheet

ADDITIONAL CONVEYING PARTY

Name of Entity: **DB Microware, Inc.**

Type of Entity: **Corporation**

ANNEX I

List of Trademarks

Trademarks Owned by Neptune Technology Group Inc.

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
ARGENTINA							
T63142AR00NJ	Neptune				1,428,371	REGISTERED	
T63142AR01NJ	Neptune				414462	REGISTERED	
T63142AR02NJ	Neptune			3/27/1990	1,734,246	REGISTERED	
T63142AR03NJ	Trident				1,437,475	REGISTERED	
T63142AR04NJ	Trident	7/30/1979	N/A	9/15/1980	995,891	REGISTERED	09
CANADA							
T63142CA00NJ	A New Beginning . . . A Trusted Name (Stylized)	11/30/2001	1123794			PENDING	35
T63142CA01NJ	Double Trident Symbol		160770	11/24/1932	UCA 3101	REGISTERED	
T63142CA03NJ	Neptune		160773	11/24/1932	4/1954	REGISTERED	09
T63142CA04NJ	Neptune	11/24/1932	0160773	11/24/1932	UCA001954	REGISTERED	
T63142CA05NJ	Neptune & Design	11/30/2001	1123793			PENDING	35
T63142CA06NJ	Protectus	3/10/1956	0234822	2/8/1957	TMA 105758	REGISTERED	09
T63142CA07NJ	Single Trident Symbol	11/24/1932	0160769	11/24/1932	UCA 003100	REGISTERED	
T63142CA08NJ	Trident	11/24/1932	0160772	11/24/1932	UCA 003102	REGISTERED	09
MEXICO							
T63142MX07NJ	Neptune	4/3/1990	N/A	2/7/1980	251351	REGISTERED	09
T63142MX05NJ	Neptune		390,449 or 84			PENDING	09
T63142MX09NJ	Neptune & Design	12/19/2001	526401			PENDING	09
T63142MX08NJ	Neptune & Design	12/19/2001	526402			PENDING	35
T63142MX04NJ	Trident		250,588 or 48			PENDING	09
T63142MX03NJ	Trident Design		250,587 or 48			PENDING	09
SPAIN							

T63142ES00NJ MAPSPLCnet (Device) 6/30/2000 2329452 3/5/2001 N/A REGISTERED 38

T63142ES01NJ Routemaps 6/30/2000 2329449 PENDING 09

T63142ES02NJ RouteMAPS (Device) 6/30/2000 2329451 3/5/2001 N/A REGISTERED 38

UNITED KINGDOM

Trademark Report by Country

Printed: 3/11/2003 Page 2

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
T63142GB00NJ	Neptune (stylised word with trident device)	11/1/1999	75-836,407	4/30/2002	1,122,302	REGISTERED	09,38
T63142GB01NJ	Trident	7/20/1967	72-276,463	9/24/1968	581,244	REGISTERED	09
UNITED STATES							
T63142US19NJ	AQUITY	12/11/1997	75-404,812	4/13/1999	2,238,520	REGISTERED	09
T63142US08NJ	ARB	5/9/1983	73-424,987	12/18/1984	1,309,769	REGISTERED	09
T63142US15NJ	ARB	11/14/1994	74-597,793	10/17/1995	1,928,249	REGISTERED	09
T63142US10NJ	CMR	2/17/2003	78/215,567			PENDING	
T63142US12NJ	CMR-MAX	2/17/2003	78/215,572			PENDING	
T63142US28NJ	E-CODER	4/15/2002	78-121,739			PENDING	09,38
T63142US30NJ	E-CODER & design	3/7/2001	76-220,421			PENDING	09,38
T63142US00NJ	EZ ROUTEMAPS	1/19/1996	75-045,939	1/27/1998	2,131,702	REGISTERED	09,16
T63142US24NJ	Flosearch	1/19/1996	75-045,940	8/12/1997	2,087,012	REGISTERED	09,16
T63142US14NJ	MAPS	6/30/1966	72-249,350	9/26/1967	835,895	REGISTERED	09
T63142US13NJ	MAPS (Stylized)	12/6/2001	76-346,254			PENDING	42,37
T63142US07NJ	NEPTUNE	7/12/1960	72-100,718	3/21/1961	712,827	REGISTERED	09
T63142US25NJ	Neptune & Design	3/27/2002	78-117,736	1/21/2003	2,678,295	REGISTERED	09
T63142US05NJ	NEPTUNE with Trident	1/11/1999	75-617,730	10/9/2001	2,496,709	REGISTERED	09,38
T63142US26NJ	PROTECTUS	9/25/1998	75-559,137	10/30/2001	2,502,427	REGISTERED	09,38
T63142US17NJ	ROADMAPS	7/14/1999	75-750,702	10/29/2002	2,643,366	REGISTERED	09
T63142US16NJ	ROUTEMAPS						
T63142US18NJ	Seer						

T63142US04NJ	Single Trident Symbol	4/10/1930	71-298,654	3/24/1931	281,675	REGISTERED	09
T63142US20NJ	TRICON	11/4/1999	75-839,752	3/6/2001	2,433,224	REGISTERED	09
T63142US21NJ	TRICON/E	11/22/1999	75-853,633	10/31/2000	2,400,056	REGISTERED	09
T63142US02NJ	TRIDENT	5/31/1912	71-063,902	10/22/1912	88,779	REGISTERED	09
T63142US09NJ	TRIDENT 10 & design	2/17/1981	73-297,570	7/5/1983	1,244,241	REGISTERED	09
T63142US06NJ	TRISEAL	3/19/1964	72-189,094	12/8/1964	781,354	REGISTERED	09
T63142US23NJ	TruFlo	3/7/2001	76-220,423	10/1/2002	2,627,655	REGISTERED	09
T63142US22NJ	Tru Flo & Design	3/7/2001	76-220,422	10/1/2002	2,627,654	REGISTERED	09
	Miscellaneous Design			10/22/1912	88780		
	Miscellaneous Design			3/24/1931	281675		
	Miscellaneous Design			9/20/1932	297547	REGISTERED	
	NEPTUNE			3/21/1961	712827		
	UNIGUN			9/15/1992	1715331	REGISTERED	
	SMARTROL			11/17/1992	1732737	REGISTERED	
T63142US27NJ	WATER REVENUE SYSTEM	2/17/2003	78/215,575			PENDING	

Trademarks Owned by DB Microware, Inc.

Mark	Goods/Services	Owner	Serial No.	Filing Date	Class	Reg. Date	Reg. No.
FIELDNET	Computer software for routing and distribution in the gas, water and electric utility industry	DB Microware, Inc.	75/914974	2/10/00	9	11/12/2002	2,649,992

Trademarks Owned by Neptune Technology Group Holdings Inc.

None.

PRIMARY COLLATERAL AGREEMENT

PRIMARY COLLATERAL AGREEMENT, dated as of April 1, 2003, made by Neptune Technology Group Inc., a Delaware corporation ("Borrower" and together with any other entity that may become a party hereto as provided herein, each a "Grantor" and collectively, the "Grantors"), in favor of UBS AG, Stamford Branch, a Swiss banking corporation operating through a Connecticut licensed branch, as administrative agent (in such capacity, the "Administrative Agent"), for the several lenders (the "Lenders") from time to time party to the Credit Agreement (as defined below):

W I T N E S S E T H :

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Borrower, the Lenders and the Administrative Agent, the Lenders have severally agreed to make loans to, and the Issuing Lender (as defined in the Credit Agreement) has agreed to issue and certain of the other Lenders have agreed to participate in letters of credit for the account of, Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective loans to, and the obligation of the Issuing Lender to issue and the Lenders to participate in letters of credit for the account of, Borrower, under the Credit Agreement that each Grantor shall have executed and delivered this Primary Collateral Agreement to the Administrative Agent for its benefit and for the ratable benefit of the Lenders; and

WHEREAS, it is a further condition precedent to the obligation of the Lenders to make their respective Loans to Borrower under the Credit Agreement that each Grantor shall have executed and delivered this Primary Collateral Agreement in favor of the Administrative Agent for its benefit and the benefit of the Lenders (collectively, the "Secured Parties") to secure payment and performance of the Obligations of such Grantor.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to make their respective loans to, and to issue or participate in letters of credit for the account of, Borrower under the Credit Agreement, each Grantor hereby agrees with the Administrative Agent, for its benefit and the ratable benefit of the Lenders, as follows:

1. Defined Terms. Unless otherwise defined herein or in the preamble or recitals hereto, terms which are defined in the Credit Agreement and used herein are so used as so defined; and the following terms shall have the following meanings:

"Accounts" means all "accounts," as such term is defined in the Code.

“Administrative Agent” has the meaning assigned to such term in the preamble hereof.

“Agreement” means this Primary Collateral Agreement, as the same may be amended, amended and restated, supplemented or otherwise modified from time to time.

“Borrower” has the meaning assigned to such term in the preamble hereof.

“Certificated Security” means “certificated security,” as such term is defined in the Code.

“Chattel Paper” means, collectively, with respect to each Grantor, all “chattel paper,” as such term is defined in the Code (whether tangible or electronic).

“Code” means the Uniform Commercial Code as in effect on the date hereof in the State of New York; provided, however, that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection or priority of the security interest in any item or portion of the Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, “Code” shall also mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection, or priority of such security interest.

“Collateral” has the meaning assigned to it in Section 2 of this Agreement.

“Contract” means all “contracts,” as such term is defined in the Code.

“Copyright License” means any written agreement, naming any Grantor, as licensor or licensee, granting any right to use any registered Copyright including, without limitation, any referred to in Schedule I hereto.

“Copyrights” means all of the following to the extent any Grantor now or hereafter has any right, title or interest: (a) all works of authorship and copyrights and all registrations and applications therefor, including, without limitation, any referred to in Schedule I hereto, and (b) all renewals of such copyrights.

“Credit Agreement” has the meaning assigned to such term in the recitals hereof.

“Distributions” means, collectively, with respect to each Grantor, all dividends, cash, options, warrants, rights, instruments, distributions, returns of capital or principal, income, interest, profits and other property, interests (debt or equity) or proceeds, including as a result of a split, revision, reclassification or other like change of the Pledged Securities, from

time to time received, receivable or otherwise distributed to such Grantor in respect of or in exchange for any or all of the Pledged Stock.

“Documents” means, collectively, with respect to each Grantor, all “documents,” as such term is defined in the Code, of such Grantor, and in any event, shall include, without limitation, all receipts of such Grantor evidencing or representing Inventory or Equipment.

“Equipment” means all “equipment” as such term is defined in the Code (except Vehicles and any and all equipment located within the State of Alabama), now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter may acquire any right, title or interest and any and all additions, substitutions and replacements thereof, wherever located, together with all attachments, components, parts, equipment and accessories installed therein or affixed thereto.

“Farm Products” means “farm products” as such term is defined in the Code.

“Foreign Currency Agreements” means all currency swaps, caps or collar agreements or similar arrangements providing for protection against fluctuations in currency exchange rates, either generally or under specific contingencies.

“Foreign Subsidiary Voting Stock” means the voting Capital Stock of any Foreign Subsidiary.

“General Intangibles” means all “general intangibles” as such term is defined in the Code.

“Goods” means all “goods,” as such term is defined in the Code, wherever located (other than any and all goods located in the state of Alabama), including, without limitation, any fixtures located in any real property.

“Grantor” has the meaning assigned to such term in the preamble hereof.

“Instruments” means, collectively, with respect to each Grantor, “instruments,” as such term is defined in the Code and, in any event, shall include, without limitations, all promissory notes, drafts, bills of exchange or acceptances.

“Inventory” means collectively, with respect to each Grantor, all “inventory,” as such term is defined in the Code, of such Grantor wherever located (other than any and all inventory located within the state of Alabama) and of every class, kind and description and, in any event shall include, without limitation, (i) all goods, merchandise, raw materials, work-in-process, returned goods, finished goods, leased goods, goods held for sale or lease, samples and consigned goods (to the extent of the consignee’s interest therein), materials and supplies

of any kind or nature which are or might be used in connection with the manufacture, printing, publication, packing, shipping, advertising, selling or finishing of any such goods and all other products, goods, materials and supplies, (ii) all inventory as is temporarily out of such Grantor's custody or possession (including, without limitation, goods to be furnished or which are furnished under a contract of service), items in transit and any returns and repossessions and (iii) all substitutions therefor or replacements thereof, and all additions and accessions thereto.

“Issuers” means (a) the companies identified on Schedule IV hereto as the issuers of the Pledged Notes, (b) the companies identified on Schedule V hereto as the issuers of the Pledged Stock, (c) any other Subsidiaries of Borrower created or acquired after the date hereof the equity of which is required to be pledged by this Agreement or subsection 7.9(b) of the Credit Agreement and (d) any other issuer of any Securities Collateral; individually, each an “Issuer”.

“License” means any Copyright License, Patent License or Trademark License.

“Obligations”, of each Grantor, means (a) the unpaid principal amount of, and interest on (including interest accruing on or after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to such Grantor), the Loans (or, in the case of any Grantor other than the Borrower, its guarantee thereof pursuant to the Holdings Guarantee or Subsidiary Guarantee, as the case may be) and all other obligations and liabilities of such Grantor to the Administrative Agent, the Issuing Lender or the Lenders, whether direct or indirect, absolute or contingent, due or to become due, or now existing, or hereafter incurred, which may arise under, out of, or in connection with, the Credit Agreement, any Letter of Credit or L/C Application, the other Credit Documents and any other document executed and delivered or given in connection therewith or herewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses (including, without limitation, all reasonable fees and disbursements of counsel to the Administrative Agent, the Issuing Lender or the Lenders that are required to be paid by each pursuant to the terms of the Credit Agreement) or otherwise and (b) all obligations of such Grantor to any Lender or Lenders or its or their Affiliates under or in respect of any Interest Rate Agreement or Foreign Currency Agreement (so long as such Lender or Affiliate was a Lender at the time of entering into such Interest Rate Agreement or Foreign Currency Agreement).

“Patent License” means any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, any Patent referred to in Schedule II hereto.

“Patents” means all letters patent of the United States or any other country and all reissues and extensions thereof, including, without limitation, any thereof referred to in Schedule II hereto and all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any thereof referred to in Schedule II hereto, together with any and all rights and privileges arising under applicable law with respect to such Grantor’s use of any patents, (ii) inventor’s certificates, utility models, inventions and improvements described and claimed therein (whether or not reduced to practice), (iii) reissues, divisions, continuations, renewals, reexaminations, extensions and continuations-in-part thereof, counterparts claiming priority therefrom, patents of importation/confirmation and similar rights, (iv) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present or future infringements thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present and future infringements thereof.

“Pledged Notes” means all promissory notes listed on Schedule IV hereto, and, if requested by the Administrative Agent, any other promissory note issued to or held by any Grantor (other than promissory notes issued in connection with extensions of trade credit by such Grantor (other than to a Subsidiary of such Grantor) in the ordinary course of business and Undelivered Notes).

“Pledged Securities” means, collectively, the Pledged Notes, the Pledged Stock and the Successor Interests.

“Pledged Stock” means the shares of Capital Stock listed on Schedule V hereto, together with all stock certificates, options or rights of any nature whatsoever that may be issued or granted by any Issuer to any Grantor and that are required by this Agreement or the Credit Agreement to be pledged hereunder while this Agreement is effect; provided that in no event shall more than 65% of the total outstanding Foreign Subsidiary Voting Stock of any Foreign Subsidiary be required to be pledged hereunder, and any shares of Foreign Subsidiary Voting Stock of any Foreign Subsidiary in excess of 65% of the shares of such class of capital stock of such Issuer held at any time by the Administrative Agent shall not be Pledged Stock and shall not be subject to the security interest granted hereby and shall be held by the Administrative Agent solely for the benefit of such Grantor.

“Proceeds” means “proceeds”, as such term is defined in Section 9-102 of the Code or under other relevant law and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, Guarantee or letter of credit payable to any Grantor, from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to any Grantor from time to time in connection with any taking of all or any part of the Collateral by any Governmental Authority or any Person acting under color of Governmental Authority, (c) all judg-

ments in favor of any Grantor in respect of the Collateral, (d) all dividends or other income from the Securities Collateral, collections thereon or distributions or payments with respect thereto and (e) all other amounts from time to time paid or payable or received or receivable under or in connection with any of the Collateral.

“Secured Parties” means the Administrative Agent and the Lenders.

“Securities Act” means the Securities Act of 1933, as amended.

“Securities Collateral” means all Pledged Notes and all Pledged Stock.

“Security Interest” means the security interest created by the Primary Collateral Agreement.

“Stock Issuer” means each Issuer of Pledged Stock.

“Successor Interests” means collectively, with respect to each Grantor, all shares of each class of the capital stock of the successor corporation or interests or certificates of the successor limited liability company or partnership owned by such Grantor (unless such successor is such Grantor itself) formed by or resulting from any consolidation or merger in which any Person listed in Schedule V hereto is not the surviving entity; provided, however, that the pledge of the Successor Interests affected hereby shall in no event affect the obligations of such Grantor under any provision prohibiting such action hereunder or under the Credit Agreement; provided, further, that in no event shall more than 65% of the total outstanding Foreign Subsidiary Voting Stock of any Foreign Subsidiary be required to be pledged hereunder, and any shares of Foreign Subsidiary Voting Stock of any Foreign Subsidiary in excess of 65% of the shares of such class of capital stock of such Issuer held at any time by the Administrative Agent shall not be Pledged Stock and shall not be subject to the security interest granted hereby and shall be held by the Administrative Agent solely for the benefit of such Grantor.

“Trademark License” means any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any thereof referred to in Schedule III hereto.

“Trademarks” means (a) all registered trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, slogans, logos, certification marks, trade dress, uniform resource locators (URLs), domain names, and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other

country or any political subdivision thereof, or otherwise, including, without limitation, any thereof referred to in Schedule III hereto, and (b) all renewals thereof.

“Undelivered Notes” means any promissory notes issued to any Grantor so long as the aggregate principal amount of all Undelivered Notes shall not exceed, at any time, \$5,000,000.

“Vehicles” means all cars, trucks, trailers and other vehicles covered by a certificate of title law of any state.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, each Grantor hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent for its benefit and for the benefit of the Lenders, a first priority security interest in (subject only to Permitted Liens) all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, excluding, however, (x) Vehicles and (y) any assets acquired or owned pursuant to subsection 8.6(h) of the Credit Agreement that are not equity interests in or assets of wholly owned Subsidiaries (collectively, the “Collateral”):

- (a) all Accounts;
- (b) all Chattel Paper;
- (c) all Contracts;
- (d) all Copyrights;
- (e) all Copyright Licenses;
- (f) all Distributions;
- (g) all Documents;
- (h) all Equipment;
- (i) all General Intangibles;
- (j) all Instruments;
- (k) all Inventory;
- (l) all Patents;

- (m) all Patent Licenses;
- (n) all Securities Collateral
- (o) all Trademarks;
- (p) all Trademark Licenses;
- (q) all books and records pertaining to the Collateral (other than books and records within the state of Alabama);
- (r) all other Goods of such Grantor, whether tangible or intangible and whether now or hereafter owned by such Grantor, and wherever located (other than within the state of Alabama); and
- (s) to the extent not otherwise included, any and all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided that in no event shall Collateral include more than 65% of the total outstanding Foreign Subsidiary Voting Stock of a Foreign Subsidiary.

3. Rights of Administrative Agent and Limitations on Administrative Agent's and Lender's Obligations.

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

(b) Notice to Account Debtors and Contracting Parties. At any time after an Event of Default has occurred and so long as such Event of Default shall be continuing,

upon the request of the Administrative Agent such Grantor shall, and the Administrative Agent may (with concurrent notice to such Grantor thereof), notify account debtors on the Accounts and parties to the Contracts and Licenses that the Accounts, Contracts and Licenses have been assigned to the Administrative Agent for its benefit and for the ratable benefit of the Lenders and that payments in respect thereof shall be made directly to the Administrative Agent. At any time after an Event of Default shall have occurred and be continuing, the Administrative Agent may in its own name or in the name of others communicate with account debtors on the Accounts and parties to the Contracts and Licenses to verify with them to its satisfaction the existence, amount and terms thereof.

(c) Verification of Accounts and Inventory. The Administrative Agent shall have the right to make test verifications of the Accounts and Inventory in any reasonable manner and through any medium that it considers advisable, and each Grantor agrees to furnish all such assistance and information as the Administrative Agent may reasonably require in connection therewith; provided that, so long as no Event of Default shall have occurred and be continuing, (i) any such verification shall be conducted in the name of the relevant Grantor or in such other manner as shall not disclose the Administrative Agent's identity or interest in the Collateral and (ii) the Administrative Agent shall conduct such verification with respect to any Grantor no more frequently than once per year and shall give Borrower reasonable advance notice thereof. The Administrative Agent may after the occurrence and during the continuance of an Event of Default in its own name or in the name of others communicate with account debtors in order to verify with them to the Administrative Agent's satisfaction the existence, amount and terms of any Accounts and/or Inventory.

4. Security Interest.

(a) Each Grantor hereby irrevocably authorizes the Administrative Agent at any time and from time to time (prior to the termination of this Agreement pursuant to Section 29 hereof) to file in any relevant jurisdiction any initial financing statements (including fixture filings) and amendments thereto relating to the Collateral, that contain the information required by Article 9 of the Uniform Commercial Code of each applicable jurisdiction for the filing of any financing statement or amendment, including, without limitation, (i) whether the Grantor is an organization, the type of organization and any organizational identification number issued to the Grantor and (ii) in the case of a financing statement filed as a fixture filing or covering Collateral constituting minerals or the like to be extracted or timber to be cut, a sufficient description of the real property to which such Collateral relates. The Grantor agrees to provide such information to the Administrative Agent promptly upon written request.

(b) The Administrative Agent is further authorized to file filings (prior to the termination of this Agreement pursuant to Section 29 hereof) with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any simi-

lar office in any other country) or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by each Grantor hereunder, without the signature of any Grantor, and naming any Grantor or the Grantors, as debtors, and the Administrative Agent, as secured party.

5. Representations and Warranties. Each Grantor hereby represents and warrants that:

(a) Power and Authority. Each Grantor has the corporate power and authority and the legal right to execute and deliver, to perform its obligations under, and to grant the Lien on the Collateral pursuant to, this Agreement and has taken all necessary corporate actions to authorize its execution, delivery and performance of, and grant of the Lien on the Collateral pursuant to, this Agreement.

(b) Title, No Other Liens. Except for the Lien granted to the Administrative Agent for its benefit and for the ratable benefit of the Lenders pursuant to this Agreement and the other Liens permitted to exist on the Collateral pursuant to the Credit Agreement, each Grantor owns each item of the Collateral free and clear of any and all Liens except Permitted Liens. No security agreement, financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except (i) such as may have been filed in favor of the Administrative Agent for its benefit and for the ratable benefit of the Lenders, pursuant to this Agreement, or (ii) as may be permitted pursuant to the Credit Agreement.

(c) Perfected Liens. With respect to assets (which do not constitute fixtures except to the extent such assets relate to real property in which any Grantor has delivered a Mortgage to the Administrative Agent for its benefit and for the benefit of the Lenders) located in the United States and United States law, the Liens granted pursuant to this Agreement constitute perfected Liens on the Collateral in favor of the Administrative Agent for its benefit and for the ratable benefit of the Lenders, to the extent that (i) such Liens constitute Liens on General Intangibles, (ii) such Liens constitute Liens on Equipment and Inventory located in a jurisdiction listed on Schedule VI hereto, (iii) such Liens can be perfected by filing a financing statement under the Uniform Commercial Code as in effect in the relevant jurisdiction or (iv) any Grantor is required to deliver such Collateral to the Administrative Agent pursuant to Section 5(a) hereof, which are prior to all other Liens on the Collateral created by such Grantor and in existence on the date hereof, except for Liens permitted to exist on the Collateral pursuant to the Credit Agreement, and which are enforceable as such against all creditors of and purchasers from such Grantor.

(d) Financing Statements and Other Filings. As of the Closing Date, the only filings, registrations and recordings necessary to create, preserve, protect, publish notice of and perfect the security interest granted by each Grantor to the Administrative Agent (for

the benefit of the Secured Parties) pursuant to this Agreement in respect of the Collateral are listed in Schedule VIII hereto.

(e) Accounts and Records. The amount represented by each Grantor to the Administrative Agent from time to time as owing by each account debtor or by all account debtors in respect of the Accounts will at such time be the correct amount actually owing by such account debtor or debtors thereunder in all material respects, subject to adjustments in the ordinary course of business. No amount payable to such Grantor under or in connection with any Account, Contract or License in excess of \$5,000,000 is evidenced by any Instrument or Chattel Paper which has not been delivered to the Administrative Agent except for notes receivable from officers pursuant to executive stock purchase plans. The place where each Grantor keeps its records concerning the Accounts and the other Collateral is located at the address listed on Schedule VII hereto.

(f) Inventory. As of the Closing Date, the Inventory located in the United States is kept at the locations listed on Schedule VI hereto.

(g) Equipment. As of the Closing Date, the Equipment located in the United States is kept at the locations listed on Schedule VI hereto.

(h) Chief Executive Office. As of the Closing Date, each Grantor's chief executive office and chief place of business is located at the address listed on Schedule VII hereto.

(i) Farm Products. As of the Closing Date, none of the Collateral constitutes, or is the Proceeds of, Farm Products.

(j) Securities Collateral. The shares of Pledged Stock pledged by such Grantor hereunder constitute all the issued and outstanding shares or interests of all classes of the Capital Stock of each domestic Stock Issuer owned by such Grantor and 65% of the total outstanding voting Capital Stock of each foreign Stock Issuer owned by such Grantor. All the shares of the Pledged Stock have been duly and validly issued and are fully paid and non-assessable. To the best knowledge of such Grantor, each of the Pledged Notes pledged by such Grantor hereunder constitutes a valid and legally enforceable obligation of the other obligor in respect thereof or parties thereto, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally. Such Grantor is the record and beneficial owner of, and has good and marketable title to, the Securities Collateral pledged by it hereunder, free of any and all Liens or options in favor of, or claims of, any other Person, except for the Lien created by this Agreement and Permitted Liens.

(k) Copyrights, Patents and Trademarks. . Schedule I hereto includes all material registered Copyrights and Copyright Licenses in which each Grantor has any color-

able claim of ownership as of the Closing Date. Schedule II hereto includes all material Patents and Patent Licenses owned by each Grantor in its own name as of the Closing Date. Schedule III hereto includes all material registered Trademarks and Trademark Licenses owned by each Grantor in its own name as of the Closing Date

6. Covenants. Each Grantor covenants and agrees with the Administrative Agent and the Lenders that, from and after the date of this Agreement until the Obligations are paid in full, the Commitments are terminated and either no Letters of Credit are outstanding or each outstanding Letter of Credit has been cash collateralized so that it is fully secured to the satisfaction of the Administrative Agent:

(a) Further Documentation; Pledge of Instruments and Chattel Paper.

(i) At any time and from time to time, upon the written request of the Administrative Agent, and at the sole expense of such Grantor, any Grantor will promptly and duly execute and deliver such further instruments and documents and take such further action as the Administrative Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the Liens created hereby and (B) in the case of Pledged Stock and Pledged Notes, taking actions necessary to enable the Administrative Agent to obtain "control" (within the meaning of the applicable Uniform Commercial Code) with respect thereto. Each Grantor also hereby authorizes the Administrative Agent to file (after written notice to Borrower) any such financing or continuation statement without the signature of such Grantor to the extent permitted by applicable law; provided that any failure to give any such notice shall not affect the validity or effectiveness of any such filing. A carbon, photographic or other reproduction of this Agreement shall be sufficient as a financing statement for filing in any jurisdiction.

(ii) If any amounts payable under or in connection with any of the Collateral having a face value in excess of \$5,000,000 in the aggregate at any one time outstanding shall be or become evidenced by any Instrument, Certificated Security or Chattel Paper, such Instrument, Certificated Security or Chattel Paper shall be immediately delivered to the Administrative Agent, duly endorsed in a manner satisfactory to the Administrative Agent, to be held as Collateral pursuant to this Agreement. So long as no Event of Default has occurred and is continuing, upon request by any Grantor, the Administrative Agent shall make available any such Collateral to such Grantor or its designee, that such Grantor specifies is required for the purpose of ultimate sale, ex-

change, presentation, collection, renewal, registration or transfer thereof; provided that in each case arrangements reasonably satisfactory to the Administrative Agent shall be made for the return of such Collateral within 21 days from the time of delivery by the Administrative Agent, except for Collateral that has been fully repaid, satisfied, or transferred as permitted hereunder.

(iii) Notwithstanding anything set forth in this Agreement to the contrary, so long as no Event of Default has occurred and is continuing, no Grantor shall be required to deliver to the Administrative Agent any Instrument, Certificated Security or Chattel Paper to be held by the Administrative Agent as Collateral pursuant to this Agreement so long as the aggregate amount evidenced by all such Instruments, Certificated Securities and Chattel Paper does not exceed \$5,000,000 at any one time outstanding.

(b) Indemnification. Each Grantor agrees to pay, and to save the Administrative Agent, the Issuing Lender and the Lenders harmless from, any and all liabilities, costs and expenses (including, without limitation, reasonable legal fees and expenses) (i) with respect to, or resulting from, any delay in paying, any and all excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral, (ii) with respect to, or resulting from, any delay by such Grantor in complying with any Requirement of Law applicable to any of the Collateral or (iii) in connection with any of the transactions contemplated by this Agreement; provided that no Grantor shall be liable for the payment of any portion of such liabilities, costs or expenses resulting from the gross negligence or willful misconduct of the Administrative Agent or any of the Lenders. Without limiting the preceding sentence, each Grantor will indemnify and save and keep harmless the Administrative Agent and each Lender from and against all expense, loss or damage suffered by reason of any counterclaim of the account debtor or obligor thereunder, arising out of a breach by such Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such account debtor or obligor or its successors from such Grantor.

(c) Maintenance of Records. Each Grantor will keep and maintain at its own cost and expense satisfactory and complete records of the Collateral, including, without limitation, a record of all payments received and all credits granted with respect to the Accounts, Contracts and Licenses. For the Administrative Agent's and the Lenders' further security, the Administrative Agent for its benefit and for the ratable benefit of the Lenders, shall have a security interest in each Grantor's books and records pertaining to the Collateral.

(d) Right of Inspection. The Administrative Agent and the representatives of any Lender shall upon reasonable notice (made through the Administrative Agent and no more frequently than quarterly unless an Event of Default shall have occurred and be continuing) have full and free reasonable access to visit and inspect any of its properties and examine

and make abstracts from any of its books and records at any reasonable time and as often as may reasonably be requested upon reasonable notice, and to discuss the business, operations, assets and financial and other condition of Borrower and its Subsidiaries with officers and employees thereof and with their independent certified public accountants with prior reasonable notice to, and coordination with, the chief financial officer or the treasurer of Borrower, and Borrower agrees to render to the Administrative Agent at Borrower's cost and expense, and to the Lenders, such clerical and other assistance as may be reasonably requested with regard thereto. The Administrative Agent and the Lenders shall keep such information thereby obtained confidential to the extent set forth in subsection 11.6(f) of the Credit Agreement.

(e) Removal of Liens on Collateral. Each Grantor will take such other commercially reasonable action as is necessary to remove any Lien or claim on or to the Collateral, other than the Liens created hereby and other than as permitted pursuant to the Credit Agreement (including, without limitation, Permitted Liens).

(f) Limitations on Dispositions of Collateral. No Grantor will sell, transfer, lease or otherwise dispose of any of the Collateral, or attempt, offer or contract to do so except as permitted by the Credit Agreement. Concurrently with any such permitted disposition, the property acquired by a transferee in such disposition shall automatically be released from the security interest created by this Agreement (the "Security Interest"). Notwithstanding the foregoing, the Administrative Agent acknowledges and agrees that, upon the written request of Borrower, the Administrative Agent on behalf of the Lenders will execute and perform lien subordination agreements, releases and/or documents related thereto with respect to Liens on the Collateral permitted by subsections 8.2(d), 8.2(g), 8.2(i), 8.2(l) and 8.2(n) of the Credit Agreement. It is acknowledged and agreed that, notwithstanding any release of property from the Security Interest in accordance with the foregoing provisions of this Section, the Security Interest shall in any event continue in the Proceeds of Collateral (excluding such Proceeds subject to a prior Lien permitted pursuant to the Credit Agreement) received by any Grantor. The Administrative Agent shall promptly execute and deliver (and, when appropriate, shall cause any separate agent, co-agent or trustee to execute and deliver) any releases, lien subordinations, instruments or documents reasonably requested by any Grantor to accomplish or confirm the release of Collateral, or subordination of security interests therein, provided by this Section. Any such release of Collateral provided by the Administrative Agent shall specifically describe that portion of the Collateral to be released, shall be expressed to be unconditional and shall be without recourse or warranty (other than a warranty that the Administrative Agent has not assigned its rights and interests to any other Person). Such Grantor shall pay all of the Administrative Agent's reasonable expenses in connection with any release of Collateral.

(g) Further Identification of Collateral. Each Grantor will furnish to the Administrative Agent from time to time statements and schedules further identifying and de-

scribing the Collateral and such other reports in connection with the Collateral as the Administrative Agent may reasonably request, all in reasonable detail.

(h) Changes in Locations, Name, Etc. No Grantor will change its name, its jurisdiction of organization or its organizational identification number (if such Grantor has one), unless it shall have provided at least 15 days' prior written notice to the Administrative Agent of any such event and provide the Administrative Agent with the new location of such Inventory and Equipment and/or the change in any Grantor's name, jurisdiction of organization or organizational identification number, as the case may be. Any notice given pursuant to this Section 6(h) shall be deemed to amend Schedule VII hereto.

(i) Securities Collateral.

(i) If such Grantor shall, as a result of its ownership of the Pledged Stock, become entitled to receive or shall receive any stock certificate (including, without limitation, any certificate representing a stock dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization), option or rights in respect of the Capital Stock of any Issuer, whether in addition to, in substitution of, as a conversion of, or in exchange for, any shares of the Pledged Stock, or otherwise in respect thereof, such Grantor shall accept the same as the agent of the Administrative Agent and the Lenders, hold the same in trust for the Administrative Agent and the Lenders and deliver the same forthwith to the Administrative Agent in the exact form received, duly endorsed by such Grantor to the Administrative Agent, if required, together with an undated stock power covering such certificate duly executed in blank by such Grantor and with, if the Administrative Agent so requests, signature guaranteed, to be held by the Administrative Agent, subject to the terms hereof, as additional collateral security for the Obligations.

(ii) Without the prior written consent of the Administrative Agent, such Grantor will not (A) sell, assign, transfer, exchange, or otherwise dispose of, or grant any option with respect to, the Securities Collateral or Proceeds thereof (except pursuant to a transaction expressly permitted by the Credit Agreement) or (B) create, incur or permit to exist any Lien or option in favor of, or any claim of any Person with respect to, any of the Securities Collateral or Proceeds thereof, or any interest therein, except for the Lien provided for by this Agreement and Permitted Liens.

(iii) In the case of each Grantor which is an Issuer, such Issuer agrees that (A) it will be bound by the terms of this Agreement relating to the Securities Collateral issued by it and will comply with such terms insofar as such terms are applicable to it, (B) the terms of Section 8 hereof shall apply to

it, mutatis mutandis, with respect to all actions that may be required of it pursuant to Section 8(c) or Section 11 hereof with respect to the Securities Collateral issued by it.

7. Administrative Agent's Appointment as Attorney-in-Fact.

(a) Powers. Each Grantor hereby irrevocably constitutes and appoints the Administrative Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, from time to time after the occurrence, and during the continuation, of an Event of Default in the Administrative Agent's discretion, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, each Grantor hereby gives the Administrative Agent the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do the following:

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

(ii) to pay or discharge taxes and Liens levied or placed on or threatened against the Collateral; provided that if such taxes are being contested in good faith and by appropriate proceedings, the Administrative Agent will consult with such Grantor before making any such payment; and

(iii) (A) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Administrative Agent or as the Administrative Agent shall direct; (B) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (C) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (D) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent ju-

risdiction to collect the Collateral or any thereof and to enforce any other right in respect of any Collateral; (E) to defend any suit, action or proceeding brought against such Grantor with respect to any Collateral; (F) to settle, compromise or adjust any suit, action or proceeding described in clause (E) above and, in connection therewith, to give such discharges or releases as the Administrative Agent may deem appropriate; (G) to assign any Patent or Trademark (along with the goodwill of the business to which any such Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Administrative Agent shall in its sole discretion determine; and (H) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes, and to do, at the Administrative Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things which the Administrative Agent reasonably deems necessary to protect, preserve or realize upon the Collateral and the Administrative Agent's and the Lenders' Liens thereon and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

(b) Other Powers. (i) Each Grantor also authorizes the Administrative Agent, at any time and from time to time, to execute, in connection with the sale provided for in Section 10 or Section 11 hereof, any endorsement, assignments or other instruments of conveyance or transfer with respect to the Collateral and (ii) pursuant to Section 9-509 of the Code, each Grantor authorizes the Administrative Agent to file financing statements with respect to the Collateral without the signature of such Grantor in such form and in such filing offices as the Administrative Agent reasonably determines appropriate to perfect the security interests of the Administrative Agent under this Agreement. A carbon, photographic or other reproduction of this Agreement shall be sufficient as a financing statement for filing in any jurisdiction.

(c) No Duty on Administrative Agent's or Lenders' Part. The powers conferred on the Administrative Agent and the Lenders hereunder are solely to protect the Administrative Agent's and the Lenders' interests in the Collateral and shall not impose any duty upon the Administrative Agent or any Lender to exercise any such powers. The Administrative Agent and the Lenders shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder,

except for their own gross negligence or willful misconduct or failure to comply with mandatory provisions of applicable law.

8. Securities Collateral.

(a) Unless an Event of Default shall have occurred and be continuing, each Grantor shall be permitted to receive all cash dividends paid by the relevant Issuer to the extent permitted in the Credit Agreement in respect of the Pledged Stock, and all payments made in respect of the Pledged Notes, and to exercise all voting and corporate rights with respect to the Securities Collateral; provided, however, that each Grantor agrees that it shall not vote in any way that would be inconsistent with or result in any violation of any provision of the Credit Agreement, the Notes, the Security Documents or any of the other Credit Documents. The Administrative Agent shall, at Borrower's sole cost and expense, execute and deliver (or cause to be executed and delivered) to Borrower all proxies and other instruments as Borrower may reasonably request for the purpose of enabling any Grantor to exercise the voting and other rights that it is entitled to exercise pursuant to this Section 8.

(b) If an Event of Default shall occur and be continuing, (i) the Administrative Agent shall have the right to receive any and all cash dividends, payments or other Proceeds paid in respect of the Securities Collateral and make application thereof to the Obligations in accordance with Section 13 hereof, and (ii) any or all of the Securities Collateral may be registered in the name of the Administrative Agent or its nominee, and, subject to the terms of this Agreement, the Administrative Agent or its nominee may thereafter (so long as an Event of Default is in existence) exercise (A) all voting, corporate and other rights pertaining to such Securities Collateral at any meeting of shareholders of the relevant Issuer or Issuers or otherwise and (B) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to such Securities Collateral as if it were the absolute owner thereof (including, without limitation, the right to exchange at its discretion any and all of the Securities Collateral upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the corporate structure of any Issuer, or upon the exercise by any Grantor or the Administrative Agent of any right, privilege or option pertaining to such Securities Collateral, and in connection therewith, the right to deposit and deliver any and all of the Securities Collateral with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Administrative Agent may determine), all without liability except to account for property actually received by it, and except for its gross negligence or willful misconduct or failure to comply with the provisions of Section 16 hereof, but the Administrative Agent shall have no duty to any Grantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing.

(c) Each Grantor hereby authorizes and instructs each Issuer of any Securities Collateral pledged by such Grantor hereunder to comply with any instruction received by

it from the Administrative Agent in writing that (i) states that an Event of Default has occurred and is continuing and (ii) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from such Grantor, and each Grantor agrees that each Issuer shall be fully protected in so complying, to the extent such instruction is in compliance with applicable law.

(d) The rights of the Administrative Agent and the Lenders hereunder shall not be conditioned or contingent upon the pursuit by the Administrative Agent or any Lenders of any right or remedy against any other Person which may be or become liable in respect of all or any part of the Obligations or against any collateral security therefor, guarantee therefor or right of offset with respect thereto. Neither the Administrative Agent nor any Lenders shall be liable for any failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so, nor shall the Administrative Agent be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The Administrative Agent agrees to release promptly to Borrower any dividends, cash, securities, instruments and other property paid, payable or otherwise distributed in respect of the Collateral which it may receive under Section 8(b) hereof if, prior to the occurrence of an acceleration of any of the Obligations, all Defaults and Events of Default have been waived or are no longer continuing.

9. Performance by Administrative Agent of Any Grantor's Obligations. If any Grantor fails to perform or comply with any of its agreements contained herein and the Administrative Agent, as provided for by the terms of this Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of the Administrative Agent incurred in connection with such performance or compliance, together with interest thereon at a rate per annum equal to 2% plus the Alternate Base Rate, shall be payable by such Grantor to the Administrative Agent on demand and shall constitute Obligations secured hereby; provided that the Administrative Agent shall in any event first have given such Grantor written notice of its intent to do the same and such Grantor shall not have, within 30 days of such notice (or such shorter period as the Administrative Agent may reasonably determine is necessary in order to preserve the benefits of this Agreement with respect to any material portion of the Collateral), paid such claim or obtained to the Administrative Agent's satisfaction the release of the claim or Lien to which such notice relates.

10. Remedies. If an Event of Default shall occur and be continuing, the Administrative Agent on behalf of the Lenders may exercise, except with respect to the Pledged Stock, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a Lender under the Code. With respect to the Pledged Stock, in the event that any portion of the Obligations has been declared or becomes due and payable in accordance with the terms of the Credit Agreement, the Administrative Agent on behalf of the

Lenders may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a Lender under the Code. Without limiting the generality of the foregoing, the Administrative Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give an option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Administrative Agent or any Lender or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Administrative Agent or any Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in any Grantor, which right or equity is hereby waived and released. The Administrative Agent shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable costs and expenses of every kind incurred therein or incidental to the care or safe-keeping of any of the Collateral or in any way relating to the Collateral or the rights of the Administrative Agent and the Lenders hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in the order provided in Section 13 hereof, and only after such application and after the payment by the Administrative Agent of any other amount required by any provision of law, including, without limitation, Section 9-615(a)(3) of the Code, need the Administrative Agent account for the surplus, if any, to such Grantor. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands it may acquire against the Administrative Agent or any Lender arising out of the exercise by them of any rights hereunder, except to the extent arising from the gross negligence or willful misconduct of the Administrative Agent or such Lender. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition. Such Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Obligations and the fees and disbursements of any attorneys employed by the Administrative Agent or any Lender to collect such deficiency.

11. Registration Rights.

(a) At any time when an Event of Default has occurred and is continuing, if the Administrative Agent shall determine to exercise its right to sell any or all of the Pledged Stock pursuant to Section 10 hereof, and if in the opinion of the Administrative

Agent it is necessary or advisable to have the Pledged Stock, or that portion thereof to be sold, registered under the provisions of the Securities Act, the relevant Grantor will cause the Issuer thereof to (i) execute and deliver, and cause the directors and officers of such Issuer to execute and deliver, all such instruments and documents, and do or cause to be done all such other acts as may be, in the opinion of the Administrative Agent, necessary or advisable to register the Pledged Stock, or that portion thereof to be sold, under the provisions of the Securities Act, (ii) use its best efforts to cause the registration statement relating thereto to become effective and to remain effective for a period of 90 days from the date of the first public offering of the Pledged Stock, or that portion thereof to be sold, and (iii) make all amendments thereto and/or to the related prospectus that, in the opinion of the Administrative Agent, are necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the Securities and Exchange Commission applicable thereto. Each Grantor agrees to cause such Issuer to comply with the provisions of the securities or "Blue Sky" laws of any and all jurisdictions which the Administrative Agent shall reasonably designate and to make available to its security holders, as soon as practicable, an earnings statement (which need not be audited) which will satisfy the provisions of Section 11(a) of the Securities Act.

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

(c) Each Grantor further agrees to use its best efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of all or any portion of the Pledged Stock pursuant to this Section 11 valid and binding and in compliance with any and all other applicable Requirements of Law. Each Grantor further agrees that a breach of any of the covenants contained in this Section 11 will cause irreparable injury to the Administrative Agent and the Lenders, that the Administrative Agent and the Lenders have no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 11 shall be specifically enforceable against such Grantor,

and such Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants.

12. Expenses. Each Grantor shall pay all expenses in accordance with the provisions of subsection 11.5 of the Credit Agreement.

13. Application of Proceeds. The proceeds received by the Administrative Agent in respect of any sale of, collection from or other realization upon all or any part of the Collateral pursuant to the exercise by the Administrative Agent of its remedies as a secured creditor as provided in Section 10 hereof shall be applied, together with any other sums then held by the Administrative Agent pursuant to this Agreement, promptly by the Administrative Agent as follows:

FIRST, to the payment of all costs and expenses, fees, commissions and taxes of such sale, collection or other realization including, without limitation, reasonable costs and expenses of the Administrative Agent and its agents and outside counsel, and all expenses, liabilities and advances made or incurred by the Administrative Agent in connection therewith;

SECOND, without duplication of amounts applied pursuant to clause FIRST above, to the indefeasible payment in full in cash, of interest, principal and other amounts constituting Obligations, in each case, equally and ratably in accordance with the respective amounts thereof then due and owing; and

THIRD, the balance, if any, to the Person lawfully entitled thereto (including the Grantors or their respective successors or assigns).

In the event that any such proceeds are insufficient to pay in full the items described in clauses FIRST and SECOND of this Section 13, the Grantors shall remain liable for any deficiency in accordance with the terms of the Credit Documents.

14. No Subrogation. Notwithstanding any payment or payments made by any Grantor hereunder or any set-off or application of funds of any Grantor by any Lender, or the receipt of any amounts by the Administrative Agent or any Lender with respect to any of the Collateral, no Grantor shall be entitled to be subrogated to any of the rights of the Administrative Agent or any Lender against Borrower or any other Grantor or any collateral security or guarantee or right of offset held by the Administrative Agent or any Lender for the payment of the Obligations, nor shall any Grantor seek any reimbursement from Borrower or any other Grantor in respect of payments made by such Grantor hereunder, or amounts realized by the Administrative Agent or any Lender in connection with the Collateral, and any such rights of subrogation and reimbursement of the Grantors are hereby waived, in each case, until all amounts owing to the Administrative Agent and the Lenders by the Grantors on account of the Obligations are paid in full, the Commitments are terminated and either no Letters of

Credit are outstanding or each outstanding Letter of Credit has been cash collateralized so that it is fully secured to the satisfaction of the Administrative Agent.

15. Amendments, Etc. with Respect to the Obligations. Each Grantor shall remain obligated hereunder, and the Collateral shall remain subject to the Lien granted hereby notwithstanding that, without any reservation of rights against any Grantor, and without notice to or further assent by such Grantor, any demand for payment of any of the Obligations made by the Administrative Agent or any Lender may be rescinded by the Administrative Agent or any Lender, and any of the Obligations continued, and the Obligations, or the liability of each Grantor or any other Person upon or for any part thereof, or any collateral security or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered, or released by the Administrative Agent or any Lender, and the Credit Agreement, the Notes, the other Credit Documents, any Interest Rate Agreements, any Foreign Currency Agreements and any other documents executed and delivered in connection therewith may be amended, modified, supplemented or terminated, in whole or part, as the Administrative Agent or any Lender may deem advisable from time to time, and any guarantee, right of offset or other collateral security at any time held by the Administrative Agent or any Lender for the payment of the Obligations may be sold, exchanged, waived, surrendered or released. Neither the Administrative Agent nor any Lender shall have any obligation to protect, secure, perfect or insure this or any other Lien at any time held by it as security for the Obligations or any property subject thereto. Each Grantor waives any and all notice of the creation, renewal, extension or accrual of any of the Obligations and notice of or proof of reliance by the Administrative Agent or any Lender upon this Agreement; the Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred in reliance upon this Agreement, and all dealings between any Grantor and the Administrative Agent or any Lender, shall likewise be conclusively presumed to have been had or consummated in reliance upon this Agreement. Each Grantor waives diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon such Grantor with respect to the Obligations.

16. Limitation on Duties Regarding Preservation of Collateral. The Administrative Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the Code or otherwise, shall be to deal with it in the same manner as the Administrative Agent deals with similar property for its own account. Neither the Administrative Agent, any Lender, nor any of their respective directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or otherwise.

17. Delegation of Duties. The Administrative Agent may execute any of its duties under this Agreement by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. The Administrative Agent shall not be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care, except as otherwise provided in subsection 10.3 of the Credit Agreement or Section 16 hereof.

18. Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.

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

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

21. No Waiver; Cumulative Remedies. Neither the Administrative Agent nor any Lender shall by any act (except by a written instrument pursuant to Section 22 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Administrative Agent or any Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Administrative Agent or such Lender would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

22. Integration; Waivers and Amendments; Successors and Assigns; Governing Law. This Agreement and the other Credit Documents represent the entire agreement of each Grantor with respect to the subject matter hereof and there are no promises or representations by the Administrative Agent or any Lender relative to the subject matter hereof not reflected herein or in the other Credit Documents. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by each Grantor and the Administrative Agent; provided that any provision of this Agreement may be waived by the Administrative Agent in a written letter or

agreement executed by the Administrative Agent or by telex or facsimile transmission from the Administrative Agent. This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Administrative Agent and the Lenders and their respective successors and assigns. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

23. Submission To Jurisdiction, Waivers. Each Grantor hereby irrevocably and unconditionally:

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

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

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Grantor at its address referred to in subsection 11.2 of the Credit Agreement or at such other address of which the Administrative Agent shall have been notified pursuant thereto;

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

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

24. Notices. All notices, requests and demands to or upon each Grantor or the Administrative Agent or any Lender to be effective shall be in writing or by telecopy or telex and unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered by hand, or, in the case of mail, three days after deposit in the postal system, first class postage prepaid, or, in the case of telecopy notice, when sent, or, in the case of telex notice, when sent, answerback received, addressed to a party at the address

provided for such party (including any addresses for copies) in subsection 11.2 of the Credit Agreement.

25. Counterparts. This Agreement may be executed by one or more of the parties hereto on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

26. Authority of Administrative Agent. Each Grantor acknowledges that the rights and responsibilities of the Administrative Agent under this Agreement with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Administrative Agent of any option, right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Administrative Agent and the Lenders, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Administrative Agent and each Grantor, the Administrative Agent shall be conclusively presumed to be acting as agent for the Lenders with full and valid authority so to act or refrain from acting, and such Grantor shall not be under any obligation, or entitlement, to make any inquiry respecting such authority.

27. Additional Grantors. Each Subsidiary of Borrower that is required to become a party to this Agreement pursuant to subsection 7.9(b) of the Credit Agreement shall become a Grantor for all purposes of this Agreement, and a Guarantor for all purposes of the Subsidiary Guarantee, upon execution and delivery by such Subsidiary of an Assumption Agreement in the form of Annex 1 hereto.

28. Releases. The Administrative Agent, in its own capacity, and on behalf of the Lenders, agrees to cooperate with each Grantor with respect to any sale or other disposition permitted by subsection 8.5 of the Credit Agreement and promptly take such action and execute and deliver such instruments and documents necessary to release the Liens and security interests created hereby relating to any of the assets or property affected by any sale permitted by subsection 8.5 of the Credit Agreement, including without limitation any necessary Uniform Commercial Code amendment, release or termination or partial release or termination statement.

29. Termination, etc.

(a) Upon payment in full of all the Loans, all Indebtedness and all other Obligations (other than, as of any date, contingent and unliquidated Obligations not due or payable hereunder and which, pursuant to the terms hereof or the Credit Agreement or the other Credit Documents, survive the termination thereof), the termination, expiration or cash collateralization of all Letters of Credit and the termination of all Commitments, this Agreement shall terminate.

(b) If any Grantor which is a Subsidiary of Borrower is released from its obligations pursuant to any Subsidiary Guarantee (whether in accordance with the provisions of Section 20 thereof or otherwise), such Grantor shall be automatically released from this Agreement and shall cease to constitute a Grantor hereunder, at which time the provisions of this Agreement shall terminate as to such Grantor.

(c) Upon any termination pursuant to preceding clause (a) or (b), the Administrative Agent shall reassign and redeliver (or cause to be reassigned and redelivered) to each Grantor (or in the case preceding clause (b) is applicable, to each Grantor released pursuant thereto), or to such person or persons as such Grantor shall designate, or to whomever may be lawfully entitled to receive such surplus, against receipt, such of the Collateral (if any) (other than with respect to any cash collateral securing any outstanding Letter of Credit) as shall not have been sold or otherwise applied by the Administrative Agent pursuant to the terms hereof and shall still be held by it hereunder, together with appropriate instruments or reassignment and release. Any such reassignment and release shall be without recourse upon or warranty by the Administrative Agent (other than a warranty that the Administrative Agent has not assigned its rights and interests hereunder to any Person) and at the expense of Borrower and the applicable Grantor. The Administrative Agent shall also, in the case of any Asset Sale permitted under the Credit Agreement, release all or any portion of the Collateral subject to such Asset Sale.

30. WAIVER OF JURY TRIAL. EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

IN WITNESS WHEREOF, each Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

NEPTUNE TECHNOLOGY GROUP INC.,

as Borrower and a Grantor

By: *Lawrence Russo*
Name: *Lawrence Russo*
Title: *Treasurer*

Primary Collateral Agreement

DB MICROWARE, INC.,

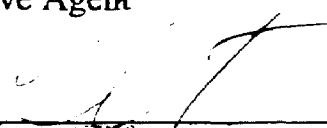
as Subsidiary Guarantor and a Grantor

By: Lawrence Russo
Name: LAWRENCE RUSSO
Title: Treasurer

Primary Collateral Agreement

Accepted and agreed to:

UBS AG, STAMFORD BRANCH, as
Administrative Agent

By:  _____

Name: Alfred V. Saini
Title: Assistant Director
Product Services

By:  _____

Name:
Title: Thomas R. Saizano
Director
Banking Products Services, US

Primary Collateral Agreement