

Form PTO-1594
(rev 3/1)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U. S. Department of Commerce
Patent and Trademark Office

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

1. Name of conveying party(ies):

Carmike Cinemas, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation - **Delaware**
- Other

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

2. Name and Address of receiving party(ies)

**National City Bank
(as Collateral Agent)
629 Euclid Avenue #01-3028
Cleveland, OH 44114**

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

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other: **Second Lien Pledge and Security Agreement**

Execution Date: **February 4, 2004**

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

A. Trademark Application No(s).

B. Trademark Registration No(s).

**1702214 1448964 1702213 2126330
2357500 2756369**

Additional numbers attached? Yes No

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

**James Talbot, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036**

6. Total number of applications/registrations involved: 6

7. Total fee (37 CFR 3.41) **\$165**

All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 244130/391)

8. Deposit Account No. **19-2385**

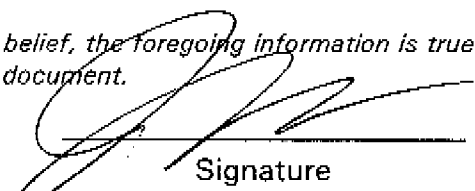
DO NOT USE THIS SPACE

9. Statement and signature.

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

James Talbot

Name



Signature

March 3, 2004

Date

Total number of pages including cover sheet, attachments, and document: **70**

CH \$165.00 192385 1702214

Page 2

CONTINUATION OF ITEM 1. Name of Conveying Party(ies)

1. Eastwynn Theatres, Inc. an Alabama corporation
2. Military Services, Inc. a Delaware corporation
3. Wooden Nickel Pub, Inc. a Delaware corporation

**SECOND LIEN
PLEDGE AND SECURITY AGREEMENT**

dated as of February 4, 2004

between

EACH OF THE GRANTORS PARTY HERETO

and

NATIONAL CITY BANK,

as the Collateral Agent

TABLE OF CONTENTS

	PAGE
SECTION 1. DEFINITIONS; GRANT OF SECURITY	1
1.1 General Definitions	1
1.2 Definitions; Interpretation	8
SECTION 2. GRANT OF SECURITY	8
2.1 Grant of Security	8
2.2 Certain Limited Exclusions	9
2.3 Second Priority Nature of Liens	9
SECTION 3. SECURITY FOR OBLIGATIONS; GRANTORS REMAIN LIABLE	9
3.1 Security for Obligations	9
3.2 Continuing Liability Under Collateral	10
SECTION 4. REPRESENTATIONS AND WARRANTIES AND COVENANTS	10
4.1 Generally	10
4.2 Equipment and Inventory	13
4.3 Receivables	14
4.4 Investment Related Property	16
4.5 [Reserved.]	23
4.6 Letter of Credit Rights	23
4.7 Intellectual Property	23
4.8 Commercial Tort Claims	26
SECTION 5. FURTHER ASSURANCES; ADDITIONAL GRANTORS	26
5.1 Further Assurances	26
5.2 Additional Grantors	27
SECTION 6. COLLATERAL AGENT APPOINTED ATTORNEY-IN-FACT	27
6.1 Power of Attorney	27
6.2 No Duty on the Part of Collateral Agent or Secured Parties	28
SECTION 7. REMEDIES	29
7.1 Generally	29
7.2 Application of Proceeds	30
7.3 Sales on Credit	31
7.4 Deposit Accounts	31
7.5 Investment Related Property	31
7.6 Intellectual Property	31
7.7 Cash Proceeds	33
SECTION 8. COLLATERAL AGENT	33
SECTION 9. CONTINUING SECURITY INTEREST; TRANSFER OF LOANS	34
SECTION 10. STANDARD OF CARE; COLLATERAL AGENT MAY PERFORM	34

SECTION 11. MISCELLANEOUS.35

SCHEDULE 4.1 — GENERAL INFORMATION

SCHEDULE 4.2 — LOCATION OF EQUIPMENT AND INVENTORY

SCHEDULE 4.4 — INVESTMENT RELATED PROPERTY

SCHEDULE 4.5 — MATERIAL CONTRACTS

SCHEDULE 4.6 — DESCRIPTION OF LETTERS OF CREDIT

SCHEDULE 4.7 — INTELLECTUAL PROPERTY - EXCEPTIONS

SCHEDULE 4.8 — COMMERCIAL TORT CLAIMS

EXHIBIT A — PLEDGE SUPPLEMENT

EXHIBIT B — UNCERTIFICATED SECURITIES CONTROL AGREEMENT

EXHIBIT C — SECURITIES ACCOUNT CONTROL AGREEMENT

EXHIBIT D — DEPOSIT ACCOUNT CONTROL AGREEMENT

This **SECOND LIEN PLEDGE AND SECURITY AGREEMENT**, dated as of February 4, 2004 (this "Agreement"), between **EACH OF THE UNDERSIGNED**, whether as an original signatory hereto or as an Additional Grantor (as herein defined) (each, a "Grantor"), and **NATIONAL CITY BANK**, as collateral agent for the Secured Parties (as herein defined) (in such capacity as collateral agent, the "Collateral Agent").

RECITALS:

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Term Loan Credit Agreement"), by and among Carmike Cinemas, Inc. ("Company"), certain Subsidiaries of Company, the lenders party thereto from time to time (the "Lenders"), Goldman Sachs Credit Partners L.P., as Sole Lead Arranger, Sole Bookrunner and Sole Syndication Agent, and National City Bank, as Administrative Agent and the Collateral Agent;

WHEREAS, subject to the terms and conditions of the Term Loan Credit Agreement, certain Grantors may enter into one or more Hedge Agreements (as defined in the Term Loan Credit Agreement) with one or more Lender Counterparties;

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

WHEREAS, in order to secure the obligations under the Revolving Credit Agreement (as defined herein), Grantors are concurrently granting to the collateral agent under the Revolving Credit Agreement (the "Revolving Collateral Agent"), for the benefit of the holders of obligations under the Revolving Credit Agreement, a first priority security interest in the Collateral (the "First Priority Liens"), it being understood that the relative rights and priorities of the grantees in respect of the Collateral are governed by the Intercreditor Agreement (as defined in the Term Loan Credit Agreement).

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

SECTION 1. DEFINITIONS; GRANT OF SECURITY.

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

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

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

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

"Additional Grantors" shall have the meaning assigned in Section 5.2.

"Assigned Agreements" shall mean all agreements and contracts to which such Grantor is a party as of the date hereof, or to which such Grantor becomes a party after the date hereof, including, without limitation, each Material Contract, as each such agreement may be amended, supplemented or otherwise modified from time to time.

"Cash Proceeds" means, with respect to payments of Receivables, all proceeds of any Collateral received by any Grantor consisting of cash, checks and other near-cash items.

"Chattel Paper" shall mean all "chattel paper" as defined in Article 9 of the UCC, including, without limitation, "electronic chattel paper" or "tangible chattel paper", as each term is defined in Article 9 of the UCC.

"Collateral" shall have the meaning assigned in Section 2.1.

"Collateral Account" shall mean any account established by the Collateral Agent.

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

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

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

"Commercial Tort Claims" shall mean all "commercial tort claims" as defined in Article 9 of the UCC, including, without limitation, all commercial tort claims listed on Schedule 4.8 (as such schedule may be amended or supplemented from time to time).

"Commodities Accounts" (i) shall mean all "commodity accounts" as defined in Article 9 of the UCC and (ii) shall include, without limitation, all of the accounts listed on Schedule 4.4 under the heading "Commodities Accounts" (as such schedule may be amended or supplemented from time to time).

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

"Concentration Deposit Account" as defined in Section 4.4.4(a)(ii).

"Controlled Foreign Corporation" shall mean "controlled foreign corporation" as defined in the Tax Code.

"Copyright Licenses" shall mean any and all agreements providing for the granting of any right in or to Copyrights (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.7(B) (as such schedule may be amended or supplemented from time to time).

"Copyrights" shall mean all United States, and foreign copyrights, including but not limited to copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in Schedule 4.7(A) (as such schedule may be amended or supplemented from time to time), (ii) all extensions and renewals thereof, (iii) all rights corresponding thereto throughout the world, (iv) all rights to sue for past, present and future infringements thereof, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

"Deposit Accounts" (i) shall mean all "deposit accounts" as defined in Article 9 of the UCC and (ii) shall include, without limitation, all of the accounts listed on Schedule 4.4 under the heading "Deposit Accounts" (as such schedule may be amended or supplemented from time to time).

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

"Equipment" shall mean: (i) all "equipment" as defined in Article 9 of the UCC, (ii) all machinery, manufacturing equipment, data processing equipment, computers, office equipment, furnishings, furniture, appliances, fixtures and tools (in each case, regardless of whether characterized as equipment under the UCC) and (iii) all accessions or additions thereto, all parts thereof, whether or not at any time of determination incorporated or installed therein or attached thereto, and all replacements therefor, wherever located, now or hereafter existing, including any fixtures.

"First Lien Collateral Agent" shall have the meaning set forth in the Recitals.

"First Priority Liens" shall have the meaning set forth in the Recitals.

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

"Goods" (i) shall mean all "goods" as defined in Article 9 of the UCC and (ii) shall include, without limitation, all Inventory and Equipment (in each case, regardless of whether characterized as goods under the UCC).

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

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

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

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

"Inventory" shall mean (i) all "inventory" as defined in Article 9 of the UCC and (ii) all goods held for sale or lease or to be furnished under contracts of service or so leased or furnished, all raw materials, work in process, finished goods, and materials used or consumed in the manufacture, packing, shipping, advertising, selling, leasing, furnishing or production of such inventory or otherwise used or consumed in any Grantor's business; all goods in which any Grantor has an interest in mass or a joint or other interest or right of any kind; and all goods which are returned to or repossessed by any Grantor, all computer programs embedded in any goods and all accessions thereto and products thereof (in each case, regardless of whether characterized as inventory under the UCC).

"Investment Accounts" shall mean the Collateral Account, Securities Accounts, Commodities Accounts and Deposit Accounts.

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

"Lenders" shall have the meaning set forth in the recitals.

"Letter of Credit Right" shall mean "letter-of-credit right" as defined in Article 9 of the UCC.

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

"Non-Assignable Contract" shall mean any agreement, contract or license to which any Grantor is a party that by its terms purport to restrict or prevent the assignment or granting of a security interest therein (either by its terms or by any federal or state statutory prohibition or otherwise irrespective of whether such prohibition or restriction is enforceable under Section 9-406 through 409 of the UCC).

"Operative Deposit Accounts" means all Deposit Accounts of Grantors, other than the Concentration Deposit Accounts and any payroll or disbursement accounts used in the ordinary course of business.

"Patent Licenses" shall mean all agreements providing for the granting of any right in or to Patents (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.7(D) (as such schedule may be amended or supplemented from time to time).

"Patents" shall mean all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application referred to in Schedule 4.7(C) hereto (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements thereof, (vi) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

"Permitted Sale" shall mean those sales, transfers, assignments and other dispositions of assets and property permitted by the Term Loan Credit Agreement.

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

"Pledged Debt" shall mean all Indebtedness owed to such Grantor, including, without limitation, all Indebtedness described on Schedule 4.4(A) under the heading "Pledged Debt" (as such schedule may be amended or supplemented from time to time), issued by the obligors named therein, the instruments evidencing such Indebtedness, and all interest, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Indebtedness.

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

"Pledged LLC Interests" shall mean all interests in any limited liability company including, without limitation, all limited liability company interests listed on Schedule 4.4(A) under the heading "Pledged LLC Interests" (as such schedule may be amended or supplemented from time to time) and the certificates, if any, representing such limited liability company interests and any interest of such Grantor on the books and records of such limited liability company or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such limited liability company interests.

"Pledged Partnership Interests" shall mean all interests in any general partnership, limited partnership, limited liability partnership or other partnership including, without limitation, all partnership interests listed on Schedule 4.4(A) under the heading "Pledged Partnership Interests" (as such schedule may be amended or supplemented from time to time) and the certificates, if any, representing such partnership interests and any interest of such Grantor on the books and records of such partnership or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such partnership interests.

"Pledged Stock" shall mean all shares of capital stock owned by such Grantor, including, without limitation, all shares of capital stock described on Schedule 4.4(A) under the heading "Pledged Stock" (as such schedule may be amended or supplemented from time to time), and the certificates, if any, representing such shares and any interest of such Grantor in the entries on the books of the issuer of such shares or on the books of any securities intermediary pertaining to such shares, and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares.

"Pledged Trust Interests" shall mean all interests in a Delaware business trust or other trust including, without limitation, all trust interests listed on Schedule 4.4(A) under the heading "Pledged Trust Interests" (as such schedule may be amended or supplemented from time to time) and the certificates, if any, representing such trust interests and any interest of such Grantor on the books and records of such trust or on the books and records of any securities

intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such trust interests.

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

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

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

"Record" shall have the meaning specified in Article 9 of the UCC.

"Revolving Credit Agreement" means the first lien Credit and Guaranty Agreement dated as of the date hereof among Company as borrower, certain subsidiaries of Company, Goldman Sachs Credit Partners L.P. as sole lead arranger, sole bookrunner and sole syndication agent, Wells Fargo Foothill, Inc., as administrative agent and collateral agent and the lenders party thereto, as it may be amended, restated, supplemented or otherwise modified from time to time.

"Second Priority" means, with respect to any Lien purported to be created in any Collateral pursuant to this Agreement or any other Credit Document, that such Lien is second in priority only to the Liens created under the Revolving Credit Agreement, other than any Permitted Lien.

"Secured Obligations" shall have the meaning assigned in Section 3.1.

"Secured Parties" shall mean the Lenders and the Lender Counterparties and shall include, without limitation, all former Lenders and Lender Counterparties to the extent that any Obligations (excluding contingent obligations in respect of customary indemnification

liabilities that survive termination of the Credit Documents or such Person's release or discharge therefrom) owing to such Persons were incurred while such Persons were Lenders or Lender Counterparties and such Obligations have not been paid or satisfied in full.

"Securities Accounts" (i) shall mean all "securities accounts" as defined in Article 8 of the UCC and (ii) shall include, without limitation, all of the accounts listed on Schedule 4.4(A) under the heading "Securities Accounts" (as such schedule may be amended or supplemented from time to time).

"Supporting Obligation" shall mean all "supporting obligations" as defined in Article 9 of the UCC.

"Tax Code" shall mean the United States Internal Revenue Code of 1986, as amended from time to time.

"Term Loan Credit Agreement" shall have the meaning set forth in the Recitals.

"Trademark Licenses" shall mean any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.7(F) (as such schedule may be amended or supplemented from time to time).

"Trademarks" shall mean all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications referred to in Schedule 4.7(E) (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

"Trade Secret Licenses" shall mean any and all agreements providing for the granting of any right in or to Trade Secrets (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.7(G) (as such schedule may be amended or supplemented from time to time).

"Trade Secrets" shall mean all trade secrets and all other confidential or proprietary information and know-how whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret, and (ii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

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

"United States" shall mean the United States of America.

1.2 Definitions; Interpretation. All capitalized terms used herein (including the preamble and recitals hereto) and not otherwise defined herein shall have the meanings ascribed thereto in the Term Loan Credit Agreement or, if not defined therein, in the UCC. References to "Sections," "Exhibits" and "Schedules" shall be to Sections, Exhibits and Schedules, as the case may be, of this Agreement unless otherwise specifically provided. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect. Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. The use herein of the word "include" or "including", when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not nonlimiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter. If any conflict or inconsistency exists between this Agreement and the Term Loan Credit Agreement, the Term Loan Credit Agreement shall govern. All references herein to provisions of the UCC shall include all successor provisions under any subsequent version or amendment to any Article of the UCC.

SECTION 2. GRANT OF SECURITY.

2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all personal property of such Grantor including, but not limited to the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (all of which being hereinafter collectively referred to as the "Collateral"):

- (a) Accounts;
- (b) Chattel Paper;
- (c) Documents;
- (d) General Intangibles;
- (e) Goods;
- (f) Instruments;
- (g) Insurance;
- (h) Intellectual Property;
- (i) Investment Related Property;
- (j) Letter of Credit Rights;
- (k) Money;

- (l) Receivables and Receivable Records;
- (m) Commercial Tort Claims;
- (n) to the extent not otherwise included above, all Collateral Records, Collateral Support and Supporting Obligations relating to any of the foregoing; and
- (o) to the extent not otherwise included above, all Proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.

2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the security interest granted under Section 2.1 hereof attach to, and the definition of Collateral, and all definitions constituting part of the definition of Collateral, shall not refer to, (a) any lease, license, contract, property rights or agreement to which any Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of any Grantor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity), provided however that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such Lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii) above; (b) in any of the outstanding Capital Stock of a Controlled Foreign Corporation in excess of 65% of the voting power of all classes of Capital Stock of such Controlled Foreign Corporation entitled to vote; provided that immediately upon the amendment of the Tax Code to allow the pledge of a greater percentage of the voting power of Capital Stock in a Controlled Foreign Corporation without adverse tax consequences, the Collateral shall include, and the security interest granted by each Grantor shall attach to, such greater percentage of Capital Stock of each Controlled Foreign Corporation; (c) any of the outstanding Capital Stock of any Joint Venture or other Person (other than a Subsidiary) in which the Grantor maintains an Investment, where the organizational documents for such Joint Venture or other Person, or any agreement among owners of the Capital Stock of such Joint Venture or Person, prohibit the pledge or grant of any security interest or other Lien on such Capital Stock (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions)); or (d) any motor vehicles subject to certificates of title or other similar registration under applicable state or federal law.

2.3 Second Priority Nature of Liens. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement is Second Priority and such grant and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 3. SECURITY FOR OBLIGATIONS; GRANTORS REMAIN LIABLE.

3.1 Security for Obligations. This Agreement secures, and the Collateral is collateral security for, the prompt and complete payment or performance in full when due,

whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Obligations with respect to every Grantor (the "**Secured Obligations**").

3.2 Continuing Liability Under Collateral. Notwithstanding anything herein to the contrary, (i) each Grantor shall remain liable for all obligations under the Collateral and nothing contained herein is intended or shall be a delegation of duties to the Collateral Agent or any Secured Party, (ii) each Grantor shall remain liable under each of the agreements included in the Collateral, including, without limitation, any agreements relating to Pledged Partnership Interests or Pledged LLC Interests, to perform all of the obligations undertaken by it thereunder all in accordance with and pursuant to the terms and provisions thereof and neither the Collateral Agent nor any Secured Party shall have any obligation or liability under any of such agreements by reason of or arising out of this Agreement or any other document related thereto nor shall the Collateral Agent nor any Secured Party have any obligation to make any inquiry as to the nature or sufficiency of any payment received by it or have any obligation to take any action to collect or enforce any rights under any agreement included in the Collateral, including, without limitation, any agreements relating to Pledged Partnership Interests or Pledged LLC Interests, and (iii) the exercise by the Collateral Agent of any of its rights hereunder and in accordance with the Intercreditor Agreement shall not release any Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral.

SECTION 4. REPRESENTATIONS AND WARRANTIES AND COVENANTS.

4.1 Generally.

(a) **Representations and Warranties.** Each Grantor hereby represents and warrants, on the Closing Date and on each Credit Date, that except as otherwise expressly provided herein or in the Credit Agreement:

(i) it owns the Collateral purported to be owned by it or otherwise has the rights it purports to have in each item of Collateral and, as to all Collateral whether now existing or hereafter acquired, will continue to own or have such rights in each item of the Collateral, in each case free and clear of any and all Liens, rights or claims of all other Persons, including, without limitation, liens arising as a result of such Grantor becoming bound (as a result of merger or otherwise) as debtor under a security agreement entered into by another Person other than the First Priority Liens and Permitted Liens;

(ii) it has indicated on Schedule 4.1(A) (as such schedule may be amended or supplemented from time to time): (w) the type of organization of such Grantor, (x) the jurisdiction of organization of such Grantor, (y) its organizational identification number and (z) the jurisdiction where the chief executive office or its sole place of business is (or the principal residence if such Grantor is a natural person), and for the one-year period preceding the date hereof has been, located.

(iii) the full legal name of such Grantor is as set forth on Schedule 4.1(A) and it has not done in the last five (5) years, and does not do, business under any other name (including any trade-name or fictitious business name) except for

those names set forth on Schedule 4.1(B) (as such schedule may be amended or supplemented from time to time);

(iv) except as provided on Schedule 4.1(C), it has not changed its name, jurisdiction of organization, chief executive office or sole place of business (or principal residence if such Grantor is a natural person) or its corporate structure in any way (e.g., by merger, consolidation, change in corporate form or otherwise) within the past five (5) years;

(v) other than with respect to the First Priority Liens, it has not within the last five (5) years become bound (whether as a result of merger or otherwise) as debtor under a security agreement entered into by another Person as debtor, which has not heretofore been terminated other than the agreements identified on Schedule 4.1(D) hereof (as such schedule may be amended or supplemented from time to time);

(vi) with respect to each agreement identified on Schedule 4.1(D), it has indicated on Schedule 4.1 (A) and Schedule 4.1(B) the information required pursuant to Section 4.1(a)(ii), (iii) and (iv) with respect to the debtor under each such agreement;

(vii) upon the filing of all UCC financing statements naming each Grantor as "debtor" and the Collateral Agent as "secured party" and describing the Collateral in the filing offices set forth opposite such Grantor's name on Schedule 4.1(E) hereof (as such schedule may be amended or supplemented from time to time) and other filings delivered by each Grantor, upon execution of a control agreement substantially in the form of Exhibit D hereto with respect to any Concentration Deposit Account, upon execution of a control agreement substantially in the form of Exhibit C hereto with respect to any Securities Account, upon delivery by the applicable Grantor to the Collateral Agent any certificated Securities together with the applicable stock power, upon execution of a control agreement substantially in the form of Exhibit B hereto with respect to any Uncertificated Securities, upon delivery by any bailee holding any Collateral of any Grantor, acknowledgment that it is holding such Collateral for the benefit of the Collateral Agent, upon consent of the issuer with respect to Letter of Credit Rights, and to the extent not subject to Article 9 of the UCC, upon recordation of the security interests granted hereunder in Patents, Trademarks and Copyrights in the applicable intellectual property registries, including but not limited to the United States Patent and Trademark Office and the United States Copyright Office, the security interests granted to the Collateral Agent hereunder constitute valid and perfected Second Priority Liens (subject in the case of priority only to the First Priority Liens, Permitted Liens and to the rights of the United States government (including any agency or department thereof) with respect to United States government Receivables) on all of the Collateral, other than (i) Money not in possession of the Collateral Agent, (ii) any Operative Deposit Accounts not subject to control agreements pursuant to Section 9-314 of the UCC, (iii) any assets and property as to which Article 9 of the UCC does not apply as provided in Section 9-109 of the UCC and (iv) any aircraft, aircraft engines, or other tangible property that is subject to certificates of title or other similar registration under applicable state or federal law;

(viii) all actions and consents, including all filings, notices, registrations and recordings necessary or desirable for the exercise by the Collateral

Agent of the voting or other rights provided for in this Agreement or the exercise of remedies in respect of the Collateral have been made or obtained;

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

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

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

(xii) none of the Collateral constitutes, or is the Proceeds of, "farm products" (as defined in the UCC);

(xiii) it does not own any "as extracted collateral" (as defined in the UCC) or any timber to be cut;

(xiv) except as described on Schedule 4.1(D), such Grantor has not become bound as a debtor, either by contract or by operation of law, by a security agreement previously entered into by another Person; and

(xv) such Grantor has been duly organized as an entity of the type as set forth opposite such Grantor's name on Schedule 4.1(A) solely under the laws of the jurisdiction as set forth opposite such Grantor's name on Schedule 4.1(A) and remains duly existing as such. Such Grantor has not filed any certificates of domestication, transfer or continuance in any other jurisdiction.

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

(i) except for the security interest created by this Agreement, it shall not create or suffer to exist any Lien upon or with respect to any of the Collateral, except the First Priority Liens and Permitted Liens, and such Grantor shall defend the Collateral against all Persons at any time claiming any interest therein;

(ii) it shall not produce, use or permit any Collateral to be used unlawfully or in violation of any provision of this Agreement or any applicable statute, regulation or ordinance or any policy of insurance covering the Collateral;

(iii) it shall not change such Grantor's name, organizational or federal tax identification number, corporate structure (e.g., by merger, consolidation, change in corporate form or otherwise), type of organization or jurisdiction of organization unless it shall have (a) notified the Collateral Agent in writing, by executing and delivering to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto, at least ten (10) days prior to any such change, identifying such new proposed name, organizational or federal tax identification number, corporate structure, jurisdiction of organization or trade name and providing such other information in connection therewith as the Collateral Agent may reasonably request and (b) taken all actions necessary or advisable to maintain the continuous validity, perfection and the same or better priority of the Collateral Agent's security interest in the Collateral intended to be granted and agreed to hereby;

(iv) upon such Grantor or any officer of such Grantor obtaining knowledge thereof, it shall promptly notify the Collateral Agent in writing of any event that may have a Material Adverse Effect on the value of the Collateral, the ability of any Grantor or the Collateral Agent to dispose of the Collateral, or the rights and remedies of the Collateral Agent in relation thereto, including, without limitation, the levy of any legal process against the Collateral; and

(v) it shall not take or permit any action which could have a Material Adverse Effect on the Collateral Agent's rights in the Collateral.

4.2 Equipment and Inventory.

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

(i) all of the Equipment and Inventory included in the Collateral is kept only at the locations specified in Schedule 4.2 (as such schedule may be amended or supplemented from time to time), other than any location where the book value of any Equipment and Inventory at such location does not exceed \$250,000;

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

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

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

(i) it shall keep the Equipment, Inventory and any Documents evidencing any Equipment and Inventory in the locations specified on Schedule 4.2 (as such schedule may be amended or supplemented from time to time), or at any location where the book value of any Equipment and Inventory does not exceed \$250,000 unless

it shall have (a) notified the Collateral Agent in writing, by executing and delivering to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto, at least ten (10) days prior to any change in locations, identifying such new locations and providing such other information in connection therewith as the Collateral Agent may reasonably request and (b) taken all actions necessary or advisable to maintain the continuous validity, perfection and the same or better priority of the Collateral Agent's security interest in the Collateral intended to be granted and agreed to hereby, or to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder, with respect to such Equipment and Inventory;

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

(iii) it shall not deliver any Document evidencing any Equipment and Inventory to any Person other than the issuer of such Document to claim the Goods evidenced therefor or the Collateral Agent; and

(iv) if any Equipment or Inventory having a book value in excess of \$250,000 is in possession or control of any third party, each Grantor shall join with the Collateral Agent in notifying the third party of the Collateral Agent's security interest and using commercially reasonable efforts to obtain an acknowledgment from the third party that it is holding the Equipment and Inventory for the benefit of the Collateral Agent.

4.3 Receivables.

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

(i) except for Receivables in an amount not to exceed \$250,000 individually, each Receivable (a) is and will be the legal, valid and binding obligation of the Account Debtor in respect thereof, representing an unsatisfied obligation of such Account Debtor, (b) is and will be enforceable in accordance with its terms, (c) is not and will not be subject to any setoffs, defenses, taxes, counterclaims (except with respect to refunds, returns and allowances in the ordinary course of business) and (d) is and will be in compliance in all material respects with all applicable laws, whether federal, state, local or foreign;

(ii) none of the Account Debtors in respect of any Receivable in excess of \$250,000 is the government of the United States, any agency or instrumentality thereof, any state or municipality or any foreign sovereign. No Receivables in excess of \$250,000 requires the consent of the Account Debtors in respect thereof in connection with the pledge hereunder, except any consents which have been obtained; and

(iii) no Receivable in excess of \$100,000 is evidenced by, or constitutes, an Instrument or Chattel Paper which has not been delivered to, or otherwise subjected to the control of, the Collateral Agent to the extent required by, and in accordance with Section 4.3(c) and the terms of the Intercreditor Agreement.

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

- (i) it shall keep and maintain at its own cost and expense satisfactory and complete records of the Receivables;
- (ii) it shall, subject to the terms of the Intercreditor Agreement, mark conspicuously, in form and manner reasonably satisfactory to the Collateral Agent, all Chattel Paper, Instruments and other evidence of Receivables in an amount exceeding \$100,000 (other than any delivered to the Collateral Agent as provided herein), as well as the Receivables Records with an appropriate reference to the fact that the Collateral Agent has a security interest therein;
- (iii) it shall perform in all material respects all of its obligations with respect to the Receivables;
- (iv) it shall not amend, modify, terminate or waive, except in the ordinary course of business, any provision of any Receivables in an amount exceeding \$250,000 individually in any manner which could reasonably be expected to have a Material Adverse Effect on the value of such Receivables as Collateral. Other than in the ordinary course of business as generally conducted by it on and prior to the date hereof, and except as otherwise provided in subsection (v) below and in the Intercreditor Agreement, following an Event of Default, such Grantor shall not (w) grant any extensions or renewals of the times of payment of such Receivables, (x) compromise or settle any dispute, claim or legal proceeding with respect to any such Receivables for less than the total unpaid balance thereof, (y) release, wholly or partially, any Persons liable for the payment thereof, or (z) allow any credits or discounts thereon;
- (v) except as otherwise provided in this subsection, each Grantor shall continue to collect all amounts due or to become due to such Grantor under the Receivables and any Supporting Obligation and use its commercially reasonable efforts to exercise the material rights it may have under any Receivable any Supporting Obligation or Collateral Support, in each case, at its own expense, and in connection with such collections and exercise, such Grantor shall take such action as such Grantor or the Collateral Agent may reasonably deem necessary or advisable. Notwithstanding the foregoing, the Collateral Agent shall have the right at any time, subject to the terms of the Intercreditor Agreement, to require any Grantor to notify any Account Debtor of the Collateral Agent's security interest in the Receivables and any Supporting Obligation and, in addition, at any time following the occurrence and during the continuation of an Event of Default, the Collateral Agent may: (1) direct the Account Debtors under any Receivables to make payment of all amounts due or to become due to such Grantor thereunder directly to the Collateral Agent; (2) notify, or require any Grantor to notify, each Person maintaining a lockbox or similar arrangement to which Account Debtors under any Receivables have been directed to make payment to remit all amounts representing collections on checks and other payment items from time to time sent to or deposited in such lockbox or other arrangement directly to the Collateral Agent; and (3) enforce, at the expense of such Grantor, collection of any such Receivables and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done. If the Collateral Agent notifies any Grantor that it has elected to collect the Receivables in accordance with the preceding sentence, any

payments of Receivables received by such Grantor shall be forthwith (and in any event within two (2) Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Collateral Agent if required, in the Collateral Account maintained under the sole dominion and control of the Collateral Agent, and until so turned over, all amounts and proceeds (including checks and other instruments) received by such Grantor in respect of the Receivables, any Supporting Obligation or Collateral Support shall be received in trust for the benefit of the Collateral Agent hereunder and shall be segregated from other funds of such Grantor and such Grantor shall not adjust, settle or compromise the amount or payment of any Receivable, or release wholly or partly any Account Debtor or obligor thereof, or allow any credit or discount thereon; and

(vi) it shall use its commercially reasonable efforts to keep in full force and effect any Supporting Obligation or Collateral Support relating to any Receivable.

(c) Delivery and Control of Receivables. Subject to the terms of the Intercreditor Agreement, with respect to any Receivables for amounts exceeding \$100,000 that is evidenced by, or constitutes, Chattel Paper or Instruments, each Grantor shall cause each originally executed copy thereof to be delivered to the Collateral Agent (or its agent or designee) appropriately indorsed to the Collateral Agent or indorsed in blank: (i) with respect to any such Receivables in existence on the date hereof, on or prior to the date hereof and (ii) with respect to any such Receivables hereafter arising, within ten (10) days of such Grantor acquiring rights therein. With respect to any Receivables for amounts exceeding \$100,000 which would constitute "electronic chattel paper" under Article 9 of the UCC, each Grantor shall at the request of the Collateral Agent take all steps necessary to give the Collateral Agent control over such Receivables (within the meaning of Section 9-105 of the UCC): (i) with respect to any such Receivables in existence on the date hereof, on or prior to the date hereof and (ii) with respect to any such Receivables hereafter arising, within ten (10) days of such Grantor acquiring rights therein. Any Receivable not otherwise required to be delivered or subjected to the control of the Collateral Agent in accordance with this subsection (c) shall, upon the occurrence and during the continuation of an Event of Default, be delivered or subjected to such control upon written request of the Collateral Agent.

4.4 Investment Related Property.

4.4.1 Investment Related Property Generally

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

(i) in the event it acquires rights in any Investment Related Property after the date hereof, it shall deliver to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto, reflecting such new Investment Related Property and all other Investment Related Property. Notwithstanding the foregoing, it is understood and agreed that the security interest of the Collateral Agent shall attach to all Investment Related Property immediately upon any Grantor's acquisition of rights therein and shall not be affected by the failure of any Grantor to deliver a supplement to Schedule 4.4 as required hereby;

(ii) except as provided in the next sentence, in the event such Grantor receives any dividends, interest or distributions on any Investment Related Property, or any securities or other property upon the merger, consolidation, liquidation or dissolution of any issuer of any Investment Related Property, then (a) such dividends, interest or distributions and securities or other property shall be included in the definition of Collateral without further action and (b) such Grantor shall immediately take all steps, if any, necessary or advisable to ensure the validity, perfection, priority and, if applicable, control of the Collateral Agent over such Investment Related Property (including, without limitation, delivery thereof to the Collateral Agent) and pending any such action such Grantor shall be deemed to hold, subject to the terms of the Intercreditor Agreement, such dividends, interest, distributions, securities or other property in trust for the benefit of the Collateral Agent and shall segregate such dividends, distributions, Securities or other property from all other property of such Grantor. Notwithstanding the foregoing, so long as no Event of Default shall have occurred and be continuing, the Collateral Agent authorizes each Grantor to retain all ordinary cash dividends and distributions paid in the normal course of the business of the issuer and consistent with the past practice of the issuer and all scheduled payments of interest;

(iii) each Grantor consents to the grant by each other Grantor of a Security Interest in all Investment Related Property to the Collateral Agent.

(b) Delivery and Control.

Each Grantor agrees that with respect to any Investment Related Property in which it currently has rights it shall comply with the provisions of this Section 4.4.1(b) on or before the Credit Date and with respect to any Investment Related Property hereafter acquired by such Grantor it shall comply with the provisions of this Section 4.4.1(b) promptly upon acquiring rights therein, in each case in form and substance reasonably satisfactory to the Collateral Agent. Subject to the terms of the Intercreditor Agreement, with respect to any Investment Related Property having a value in excess of \$100,000 that is represented by a certificate or that is an "instrument" (other than any Investment Related Property credited to a Securities Account) it shall cause such certificate or instrument to be delivered to the Collateral Agent, indorsed in blank by an "effective indorsement" (as defined in Section 8-107 of the UCC), regardless of whether such certificate constitutes a "certificated security" for purposes of the UCC. With respect to any Investment Related Property having a value in excess of \$100,000 that is an "uncertificated security" for purposes of the UCC (other than any "uncertificated securities" credited to a Securities Account), it shall use its commercially reasonable efforts to cause the issuer of such uncertificated security to either (i) register the Collateral Agent as the registered owner thereof on the books and records of the issuer or (ii) execute an agreement substantially in the form of Exhibit B hereto, pursuant to which such issuer agrees to comply with the Collateral Agent's instructions with respect to such uncertificated security without further consent by such Grantor.

(c) Voting and Distributions.

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

(1) except as otherwise provided under the covenants and agreements relating to Investment Related Property in this Agreement or elsewhere herein or in the

Term Loan Credit Agreement, each Grantor shall be entitled to exercise or refrain from exercising any and all voting and other consensual rights pertaining to the Investment Related Property or any part thereof for any purpose not inconsistent with the terms of this Agreement or the Term Loan Credit Agreement; provided, no Grantor shall exercise or refrain from exercising any such right if the Collateral Agent shall have notified such Grantor that, in the Collateral Agent's reasonable judgment, such action would have a Material Adverse Effect on the value of the Investment Related Property; and provided further, such Grantor shall give the Collateral Agent at least five (5) Business Days prior written notice of the manner in which it intends to exercise, or the reasons for refraining from exercising, any such right; it being understood, however, that neither the voting by such Grantor of any Pledged Stock for, or such Grantor's consent to, the election of directors (or similar governing body) at a regularly scheduled annual or other meeting of stockholders or with respect to incidental matters at any such meeting, nor such Grantor's consent to or approval of any action otherwise permitted under this Agreement and the Term Loan Credit Agreement, shall be deemed inconsistent with the terms of this Agreement or the Term Loan Credit Agreement within the meaning of this Section 4.4(c)(i)(1), and no notice of any such voting or consent need be given to the Collateral Agent; and

- (2) the Collateral Agent shall promptly execute and deliver (or cause to be executed and delivered) to each Grantor all proxies, and other instruments as such Grantor may from time to time reasonably request for the purpose of enabling such Grantor to exercise the voting and other consensual rights when and to the extent which it is entitled to exercise pursuant to clause (1) above;

(ii) Subject to the terms of the Intercreditor Agreement, upon the occurrence and during the continuation of an Event of Default:

- (1) upon (i) receipt of written notice so proscribing from the Collateral Agent exercising its rights under this Section by a Grantor or (ii) notice so proscribing from any Grantor to Collateral Agent or a Secured Party, all rights of each Grantor to exercise or refrain from exercising the voting and other consensual rights which it would otherwise be entitled to exercise pursuant hereto shall cease and all such rights shall thereupon become vested in the Collateral Agent who shall thereupon have the sole right to exercise such voting and other consensual rights; and
- (2) in order to permit the Collateral Agent to exercise the voting and other consensual rights which it may be entitled to exercise pursuant hereto and to receive all dividends and other distributions which it may be entitled to receive hereunder: (1) each Grantor shall promptly execute and deliver (or cause to be executed and delivered) to the Collateral Agent all proxies, dividend payment orders and other instruments as the Collateral Agent may from time to time reasonably request and (2) the each Grantor acknowledges that the Collateral Agent may utilize the power of attorney set forth in Section 6.1.

4.4.2 Pledged Equity Interests

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

(i) Schedule 4.4(A) (as such schedule may be amended or supplemented from time to time) sets forth under the headings "Pledged Stock," "Pledged LLC Interests," "Pledged Partnership Interests" and "Pledged Trust Interests," respectively, all of the Pledged Stock, Pledged LLC Interests, Pledged Partnership Interests and Pledged Trust Interests owned by any Grantor and such Pledged Equity Interests constitute the percentage of issued and outstanding shares of stock, percentage of membership interests, percentage of partnership interests or percentage of beneficial interest of the respective issuers thereof indicated on such Schedule;

(ii) except as set forth on Schedule 4.4(B), or except in connection with a Permitted Acquisition or a transaction otherwise permitted pursuant to the Credit Agreement, it has not acquired any equity interests of another entity or substantially all the assets of another entity within the past five (5) years;

(iii) it is the record and beneficial owner of the Pledged Equity Interests free of all Liens, rights or claims of other Persons other than the First Priority Liens and Permitted Liens and except as set forth on Schedule 4.4(B) (as such schedule may be amended or supplemented from time to time), there are no outstanding warrants, options or other rights to purchase, or shareholder, voting trust or similar agreements outstanding with respect to, or property that is convertible into, or that requires the issuance or sale of, any Pledged Equity Interests;

(iv) without limiting the generality of Section 4.1(a)(v), and except as excluded pursuant to Section 2.2., or except for consents previously obtained, no consent of any Person including any other general or limited partner, any other member of a limited liability company, any other shareholder or any other trust beneficiary is necessary or desirable in connection with the creation, perfection or first or second priority status, as applicable (in accordance with the terms of the Intercreditor Agreement), of the security interest of the Collateral Agent in any Pledged Equity Interests or the exercise by the Collateral Agent of the voting or other rights provided for in this Agreement or the exercise of remedies in respect thereof;

(v) except as otherwise set forth on Schedule 4.4(C) (as such schedule may be amended or supplemented from time to time), none of the Pledged LLC Interests nor Pledged Partnership Interests, if any, are or represent interests in issuers that: (a) are registered as investment companies or (b) are dealt in or traded on securities exchanges or markets; and

(vi) except as otherwise set forth on Schedule 4.4(D), all of the Pledged LLC Interests and Pledged Partnership Interests, if any, are or represent interests in issuers that have opted to be treated as securities under the uniform commercial code of the applicable jurisdiction.

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

(i) without the prior written consent of the Collateral Agent, or except as otherwise permitted pursuant to the Credit Agreement, it shall not vote to

enable or take any other action to: (a) amend or terminate any partnership agreement, limited liability company agreement, certificate of incorporation, by-laws or other organizational documents in any way that materially and adversely changes the rights of such Grantor with respect to any Investment Related Property or materially and adversely affects the validity, perfection or priority of the Collateral Agent's security interest, (b) permit any issuer of any Pledged Equity Interest to issue any additional stock, partnership interests, limited liability company interests or other equity interests of any nature or to issue securities convertible into or granting the right of purchase or exchange for any stock or other equity interest of any nature of such issuer, (c) other than as permitted under the Term Loan Credit Agreement, permit any issuer of any Pledged Equity Interest to dispose of all or a material portion of their assets, (d) waive any default under or breach of any terms of organizational document relating to the issuer of any Pledged Equity Interest or the terms of any Pledged Debt that could reasonably be expected to have a Material Adverse Effect on the value of such Collateral, or (e) cause any issuer of any Pledged Partnership Interests or Pledged LLC Interests which are not Securities (for purposes of the UCC) on the Closing Date to elect or otherwise take any action to cause such Pledged Partnership Interests or Pledged LLC Interests to be treated as securities for purposes of the UCC; provided, however, notwithstanding the foregoing, if any issuer of any Pledged Partnership Interests or Pledged LLC Interests takes any such action in violation of the foregoing in this clause (e), such Grantor shall promptly notify the Collateral Agent in writing of any such election or action and, in such event, shall take all steps necessary or advisable to establish the Collateral Agent's "control" thereof;

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

(iii) subject to the terms of the Intercreditor Agreement, without the prior written consent of the Collateral Agent, or except as otherwise permitted pursuant to the Credit Agreement, it shall not permit any issuer of any Pledged Equity Interest to merge or consolidate unless (i) such issuer creates a security interest that is perfected by a filed financing statement (that is not effective solely under section 9-508 of the UCC) in collateral in which such new debtor has or acquires rights, and (ii) all the outstanding Capital Stock of the surviving or resulting corporation, limited liability company, partnership or other entity is, upon such merger or consolidation, pledged hereunder and no cash, securities or other property is distributed in respect of the outstanding Capital Stock of any other constituent Grantor; provided that if the surviving or resulting Grantors upon any such merger or consolidation involving an issuer which is a Controlled Foreign Corporation, then such Grantor shall only be required to pledge Capital Stock in accordance with Section 2.2; and

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

4.4.3 Pledged Debt

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

(i) Schedule 4.4 (as such schedule may be amended or supplemented from time to time) sets forth under the heading "Pledged Debt" all of the Pledged Debt owned by any Grantor for an amount greater than \$100,000 individually and \$500,000 in the aggregate, and all of such Pledged Debt has been duly authorized, authenticated or issued, and delivered and is the legal, valid and binding obligation of the issuers thereof, and no default under any Pledged Debt has caused, either in any individual case or in the aggregate, a Material Adverse Effect, and with respect to all of the issued and outstanding inter-company Indebtedness evidenced by promissory notes, to the extent required under the Credit Agreement, such notes are listed on Schedule 4.4 (as such schedule may be amended or supplemented from time to time);

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

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

4.4.4 Investment Accounts

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

(i) Schedule 4.4 hereto (as such schedule may be amended or supplemented from time to time) sets forth under the headings "Securities Accounts" and "Commodities Accounts," respectively, all of the Securities Accounts and Commodities Accounts in which each Grantor has an interest. Each Grantor is the sole entitlement holder of each such Securities Account and Commodity Account, and, except with respect to the First Priority Liens, such Grantor has not consented to, and is not otherwise aware of, any Person (other than the Collateral Agent pursuant thereto) having "control" (within the meanings of Sections 8-106 and 9-106 of the UCC) over, or any other interest in, any such Securities Account or Commodity Account or securities or other property credited thereto;

(ii) Schedule 4.4 hereto (as such schedule may be amended or supplemented from time to time) sets forth under the headings "Deposit Accounts" all of the Deposit Accounts representing concentration or money market accounts listed on Schedule 4.4(A) hereto (each such account, a "Concentration Deposit Account") in which each Grantor has an interest. Each Grantor is the sole account holder of each such Deposit Account and, except with respect to the First Priority Liens, such Grantor has not consented to, and is not otherwise aware of, any Person (other than the Collateral Agent pursuant thereto) having either sole dominion and control (within the meaning of common law) or "control" (within the meanings of Section 9-104 of the UCC) over, or any other interest in, any such Deposit Account or any money or other property deposited therein; and

(iii) Each Grantor has taken all actions necessary or reasonably requested in writing by the Collateral Agent, including those specified in Section 4.4.4(c), to: (a) establish Collateral Agent's "control" (within the meanings of Sections 8-106 and 9-106 of the UCC) over any portion of the Investment Related Property constituting Certificated Securities, Uncertificated Securities, Securities Accounts, Securities Entitlements or Commodities Accounts (each as defined in the UCC); (b) establish the Collateral Agent's "control" (within the meaning of Section 9-104 of the UCC) over all Concentration Deposit Accounts; and (c) subject to the terms of the Intercreditor Agreement, deliver all Instruments in excess of \$100,000 to the Collateral Agent.

(b) Covenant and Agreement.

(i) Subject to the terms of the Intercreditor Agreement, each Grantor hereby covenants and agrees with the Collateral Agent and each other Secured Party that it shall not close or terminate any Investment Account without the prior consent of the Collateral Agent and unless a successor or replacement account has been established with the consent of the Collateral Agent with respect to which successor or replacement account a control agreement has been entered into by the appropriate Grantor, Collateral Agent and securities intermediary or depository institution at which such successor or replacement account is to be maintained in accordance with the provisions of Section 4.4.4(c); and

(ii) Each Grantor shall transfer any and all funds held in or credited to any Operative Deposit Account to a Deposit Account under the "control" of the Collateral Agent (within the meaning of 9-104 of the UCC) in accordance with the provisions of Section 4.4.4(c), such transfers to be made on a regular basis but in no event less often than on a weekly basis.

(c) Delivery and Control

(i) With respect to any Investment Related Property consisting of Securities Accounts or Securities Entitlements, it shall cause the securities intermediary maintaining such Securities Account or Securities Entitlement to enter into an agreement substantially in the form of Exhibit C hereto pursuant to which it shall agree to comply with the Collateral Agent's "entitlement orders" without further consent by such Grantor; provided, however, that the Collateral Agent hereby agrees that no such "entitlement orders" shall be given or issued except upon the occurrence and during the continuation of any Event of Default. With respect to any Investment Related Property that is a Concentration Deposit Account, it shall cause the depository institution maintaining such account to enter into an agreement substantially in the form of Exhibit D hereto, pursuant to which the Collateral Agent shall have both sole dominion and control, subject to the terms of the Intercreditor Agreement, over such Deposit Account (within the meaning of the common law) and "control" (within the meaning of Section 9-104 of the UCC) over such Deposit Account. Each Grantor shall have entered into such control agreement or agreements with respect to: (i) any Securities Accounts, Securities Entitlements or Concentration Deposit Accounts that exist on the Credit Date, as of or prior to the Credit Date and (ii) any Securities Accounts, Securities Entitlements or Concentration Deposit Accounts that are created or acquired after the Credit Date, as of or prior to the deposit or transfer of any such Securities Entitlements or funds, whether constituting moneys or investments, into such Securities Accounts or Deposit Accounts.

(ii) In addition to the foregoing, if any issuer of any Investment Related Property is located in a jurisdiction outside of the United States, each Grantor shall take such additional actions, including, without limitation, causing the issuer to register the pledge on its books and records or making such filings or recordings, in each case as may be necessary or advisable, under the laws of such issuer's jurisdiction to insure the validity, perfection and priority of the security interest of the Collateral Agent. Upon the occurrence and during the continuation of an Event of Default, subject to the terms of the Intercreditor Agreement, the Collateral Agent shall have the right, without notice to any Grantor, to (i) transfer all or any portion of the Investment Related Property to its name or the name of its nominee or agent and (ii) to exchange any certificates or instruments representing any Investment Related Property for certificates or instruments of smaller or larger denominations.

4.5 [Reserved.]

4.6 Letter of Credit Rights.

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

(i) all material letters of credit to which such Grantor has rights are listed on Schedule 4.6 (as such schedule may be amended or supplemented from time to time) hereto; and

(ii) it has obtained, or used its commercially reasonable efforts to obtain the consent of each issuer of any material letter of credit to the assignment of the proceeds of the letter of credit to the Collateral Agent.

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

4.7 Intellectual Property.

(a) Representations and Warranties. Except as disclosed in Schedule 4.7(H) (as such schedule may be amended or supplemented from time to time), each Grantor hereby represents and warrants, on the Closing Date and on each Credit Date, that:

(i) Schedule 4.7 (as such schedule may be amended or supplemented from time to time) sets forth a true and complete list of (i) all United States, state and foreign registrations of and applications for Patents, Trademarks, and Copyrights owned by each Grantor and (ii) all Patent Licenses, Trademark Licenses, Trade Secret Licenses and Copyright Licenses, in each case that is material to the business of such Grantor;

(ii) it is the sole and exclusive owner of the entire right, title, and interest in and to all Intellectual Property listed on Schedule 4.7 (as such schedule may be

amended or supplemented from time to time), and owns or has the valid right to use all other Intellectual Property necessary to conduct its business, free and clear of all Liens, claims, encumbrances and licenses, except for the First Priority Liens and Permitted Liens and the licenses set forth on Schedule 4.7(B), (D), (F) and (G) (as each may be amended or supplemented from time to time);

(iii) all such Intellectual Property is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and each Grantor has performed all acts and has paid all renewal, maintenance, and other fees and taxes required to maintain such Intellectual Property in full force and effect;

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

(v) all registrations and applications for such Intellectual Property are standing in the name of each Grantor, and none of the Trademarks, Patents, Copyrights or Trade Secrets has been licensed by any Grantor to any Affiliate or third party, except as disclosed in Schedule 4.7(B), (D), (F), or (G) (as each may be amended or supplemented from time to time);

(vi) the conduct of such Grantor's business does not infringe upon or otherwise violate any trademark, patent, copyright, trade secret or other intellectual property right owned or controlled by a third party, in any case that could reasonably be expected to have a Material Adverse Effect, and no claim has been made that the use of any Intellectual Property owned or used by Grantor (or any of its respective licensees) violates the asserted rights of any third party;

(vii) to the best of each Grantor's knowledge, no third party is infringing upon or otherwise violating any rights in any such Intellectual Property owned or used by such Grantor, or any of its respective licensees, in any case that could reasonably be expected to have a Material Adverse Effect; and

(viii) no settlement or consents, covenants not to sue, nonassertion assurances, or releases have been entered into by Grantor or to which Grantor is bound that adversely affect Grantor's rights to own or use any Intellectual Property, in any case that could reasonably be expected to have a Material Adverse Effect.

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

(i) it shall not do any act or omit to do any act whereby any of the Intellectual Property which is material to the business of Grantor may lapse, or become abandoned, dedicated to the public, or unenforceable, or which would adversely affect the validity, grant, or enforceability of the security interest granted therein;

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

(iii) it shall promptly notify the Collateral Agent if it knows or has reason to know that any item of the Intellectual Property that is material to the business of any Grantor may become (a) abandoned or dedicated to the public or placed in the public domain, (b) invalid or unenforceable, or (c) subject to any adverse determination or development (including the institution of proceedings) in any action or proceeding in the United States Patent and Trademark Office, the United States Copyright Office, any state registry, any foreign counterpart of the foregoing, or any court;

(iv) it shall take all reasonable steps in the United States Patent and Trademark Office, the United States Copyright Office, any state registry or any foreign counterpart of the foregoing, to pursue any application and maintain any registration of each Trademark, Patent, and Copyright owned by any Grantor and material to its business which is now or shall become included in the Intellectual Property;

(v) in the event that any Intellectual Property owned by or exclusively licensed to any Grantor that is material to the business of any Grantor is infringed, misappropriated, or diluted by a third party, such Grantor shall promptly take all reasonable actions to stop such infringement, misappropriation, or dilution and protect its rights in such Intellectual Property including, but not limited to, the initiation of a suit for injunctive relief and to recover damages;

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

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

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

(ix) it shall take all steps reasonably necessary to protect the secrecy of all Trade Secrets material to the business of any Grantor, including, without limitation, entering into confidentiality agreements with employees and labeling and restricting access to secret information and documents; and

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

4.8 Commercial Tort Claims

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date and on each Credit Date that, to the knowledge of such Grantor's Authorized Officers, Schedule 4.8 (as such schedule may be amended or supplemented from time to time) sets forth all Commercial Tort Claims of each Grantor individually in excess of \$500,000; and

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that with respect to any Commercial Tort Claim individually in excess of \$500,000 hereafter arising, to the knowledge of such Grantor's Authorized Officers, it shall deliver to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto, identifying such new Commercial Tort Claims.

SECTION 5. FURTHER ASSURANCES; ADDITIONAL GRANTORS.

5.1 Further Assurances.

(a) Each Grantor agrees that from time to time, at the expense of such Grantor, that it shall promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Collateral Agent may reasonably request, in order to create and/or maintain the validity, perfection or priority of and protect any security interest granted hereby or to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, each Grantor shall:

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

(ii) take all actions necessary to ensure the recordation of appropriate evidence of the liens and security interest granted hereunder in the

Intellectual Property with any intellectual property registry in which said Intellectual Property is registered or in which an application for registration is pending including, without limitation, the United States Patent and Trademark Office, the United States Copyright Office, the various Secretaries of State, and the foreign counterparts on any of the foregoing; and

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

(b) Each Grantor hereby authorizes the Collateral Agent to file a Record or Records, including, without limitation, financing or continuation statements, and amendments thereto, in any jurisdictions and with any filing offices as the Collateral Agent may determine, in its sole discretion, are necessary or advisable to perfect the security interest granted to the Collateral Agent herein. Such financing statements may describe the Collateral in the same manner as described herein or may contain an indication or description of collateral that describes such property in any other manner as the Collateral Agent may determine, in its sole discretion, is necessary, advisable or prudent to ensure the perfection of the security interest in the Collateral granted to the Collateral Agent herein, including, without limitation, describing such property as "all assets" or "all personal property, whether now owned or hereafter acquired"; provided, however, the Collateral Agent agrees to file or authorize the filing of appropriate amendments or releases of assets or property not included in the Collateral or that are to be released from the Collateral pursuant to the terms of the Credit Agreement or this Agreement. Each Grantor shall furnish to the Collateral Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Collateral Agent may reasonably request, all in reasonable detail.

(c) Each Grantor hereby authorizes the Collateral Agent to modify Schedule 4.7 (as such schedule may be amended or supplemented from time to time) after obtaining such Grantor's approval of or signature to such modification to include reference to any right, title or interest in any existing Intellectual Property or any Intellectual Property acquired or developed by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property in which any Grantor no longer has or claims any right, title or interest.

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

SECTION 6. COLLATERAL AGENT APPOINTED ATTORNEY-IN-FACT.

6.1 Power of Attorney. Each Grantor hereby irrevocably appoints the Collateral Agent (such appointment being coupled with an interest) as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor, the

Collateral Agent or otherwise, from time to time in the Collateral Agent's discretion to take any action and to execute any instrument that the Collateral Agent may deem reasonably necessary or advisable to accomplish the purposes of this Agreement and the Intercreditor Agreement, including, without limitation, the following:

- (a) upon the occurrence and during the continuance of any Event of Default, to obtain and adjust insurance required to be maintained by such Grantor or paid to the Collateral Agent pursuant to the Term Loan Credit Agreement;
- (b) upon the occurrence and during the continuance of any Event of Default, to ask for, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;
- (c) upon the occurrence and during the continuance of any Event of Default, to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (b) above;
- (d) upon the occurrence and during the continuance of any Event of Default, to file any claims or take any action or institute any proceedings that the Collateral Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Collateral Agent with respect to any of the Collateral;
- (e) to prepare and file any UCC financing statements against such Grantor as debtor;
- (f) to prepare, sign, and file for recordation in any intellectual property registry, appropriate evidence of the lien and security interest granted herein in the Intellectual Property in the name of such Grantor as debtor;
- (g) to take or cause to be taken all actions necessary to perform or comply or cause performance or compliance with the terms of this Agreement, including, without limitation, access to pay or discharge taxes (except as otherwise provided in the Credit Agreement or this Agreement) or Liens (other than the First Priority Liens and Permitted Liens) levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Collateral Agent in its sole discretion, any such payments made by the Collateral Agent to become obligations of such Grantor to the Collateral Agent, due and payable immediately without demand; and
- (h) upon the occurrence and during the continuance of any Event of Default, generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Collateral Agent were the absolute owner thereof for all purposes, and to do, at the Collateral Agent's option and such Grantor's expense, at any time or from time to time, all acts and things that the Collateral Agent deems reasonably necessary to protect, preserve or realize upon the Collateral and the Collateral Agent's security interest therein in order to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

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

accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

SECTION 7. REMEDIES.

7.1 Generally.

(a) If any Event of Default shall have occurred and be continuing, the Collateral Agent may, subject to the terms of and in the manner contemplated by the Intercreditor Agreement, exercise in respect of the Collateral, in addition to all other rights and remedies provided for herein or otherwise available to it at law or in equity, all the rights and remedies of the Collateral Agent on default under the UCC (whether or not the UCC applies to the affected Collateral) to collect, enforce or satisfy any Secured Obligations then owing, whether by acceleration or otherwise, and also may pursue any of the following separately, successively or simultaneously:

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

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

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

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

(b) The Collateral Agent or any Secured Party may be the purchaser of any or all of the Collateral at any public or private (to the extent to the portion of the Collateral being privately sold is of a kind that is customarily sold on a recognized market or the subject of widely distributed standard price quotations) sale in accordance with the UCC and the Collateral Agent, as collateral agent for and representative of the Secured Parties, shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such sale made in accordance with the UCC, to use and apply any of the Secured Obligations as a credit on account of the purchase price for any Collateral payable by the Collateral Agent at such sale. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now

existing or hereafter enacted. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Collateral Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Grantor agrees that it may not be commercially unreasonable for the Collateral Agent to dispose of the Collateral or any portion thereof by using Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets. Each Grantor hereby waives any claims against the Collateral Agent arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if the Collateral Agent accepts the first offer received and does not offer such Collateral to more than one offeree, in any case so long as such action would be commercially reasonable under the circumstances. If the proceeds of any sale or other disposition of the Collateral are insufficient to pay all the Secured Obligations, Grantors shall be liable for the deficiency and the fees of any attorneys employed by the Collateral Agent to collect such deficiency. Each Grantor further agrees that a breach of any of the covenants contained in this Section will cause irreparable injury to the Collateral Agent, that the Collateral Agent has no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no default has occurred giving rise to the Secured Obligations becoming due and payable prior to their stated maturities. Nothing in this Section shall in any way alter the rights of the Collateral Agent hereunder.

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

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

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

the Lenders and the Lender Counterparties; and third, to the extent of any excess of such proceeds, to the payment to or upon the order of such Grantor or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

7.3 Sales on Credit. If Collateral Agent sells any of the Collateral upon credit, Grantor will be credited only with payments actually made by purchaser and received by Collateral Agent and applied to indebtedness of the purchaser. In the event the purchaser fails to pay for the Collateral, Collateral Agent may resell the Collateral and Grantor shall be credited with proceeds of the sale.

7.4 Deposit Accounts.

If any Event of Default shall have occurred and be continuing, subject to the terms of the Intercreditor Agreement, the Collateral Agent may apply the balance from any Deposit Account or instruct the bank at which any Deposit Account is maintained to pay the balance of any Deposit Account to or for the benefit of the Collateral Agent.

7.5 Investment Related Property.

Each Grantor recognizes that, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws, the Collateral Agent may be compelled, with respect to any sale of all or any part of the Investment Related Property conducted without prior registration or qualification of such Investment Related Property under the Securities Act and/or such state securities laws, to limit purchasers to those who will agree, among other things, to acquire the Investment Related Property for their own account, for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges that any such private sale may be at prices and on terms less favorable than those obtainable through a public sale without such restrictions (including a public offering made pursuant to a registration statement under the Securities Act) and, notwithstanding such circumstances, each Grantor agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner and that the Collateral Agent shall have no obligation to engage in public sales and no obligation to delay the sale of any Investment Related Property for the period of time necessary to permit the issuer thereof to register it for a form of public sale requiring registration under the Securities Act or under applicable state securities laws, even if such issuer would, or should, agree to so register it. Subject to the terms of the Intercreditor Agreement, if the Collateral Agent determines to exercise its right to sell any or all of the Investment Related Property, upon written request, each Grantor shall and shall cause each issuer of any Pledged Stock to be sold hereunder, each partnership and each limited liability company from time to time to furnish to the Collateral Agent all such information as the Collateral Agent may reasonably request in order to determine the number and nature of interest, shares or other instruments included in the Investment Related Property which may be sold by the Collateral Agent in exempt transactions under the Securities Act and the rules and regulations of the Securities and Exchange Commission thereunder, as the same are from time to time in effect.

7.6 Intellectual Property.

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

(i) the Collateral Agent shall have the right (but not the obligation) to bring suit or otherwise commence any action or proceeding in the name of any Grantor, the Collateral Agent or otherwise, in the Collateral Agent's sole discretion, to enforce any Intellectual Property, in which event such Grantor shall, at the request of the Collateral Agent, do any and all lawful acts and execute any and all documents reasonably required by the Collateral Agent in aid of such enforcement and such Grantor shall promptly, upon demand, reimburse and indemnify the Collateral Agent as provided in Section 10 hereof in connection with the exercise of its rights under this Section, and, to the extent that the Collateral Agent shall elect not to bring suit to enforce any Intellectual Property as provided in this Section, each Grantor agrees to use all reasonable measures, whether by action, suit, proceeding or otherwise, to prevent the infringement or other violation of any of such Grantor's rights in the Intellectual Property by others and for that purpose agrees to diligently maintain any action, suit or proceeding against any Person so infringing as shall be necessary to prevent such infringement or violation;

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

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

(iv) within five (5) Business Days after written notice from the Collateral Agent, each Grantor shall make available to the Collateral Agent, to the extent within such Grantor's power and authority, such personnel in such Grantor's employ on the date of such Event of Default as the Collateral Agent may reasonably designate, by name, title or job responsibility, to permit such Grantor to continue, directly or indirectly, to produce, advertise and sell the products and services sold or delivered by such Grantor under or in connection with the Trademarks, Trademark Licenses, such persons to be available to perform their prior functions on the Collateral Agent's behalf and to be compensated by the Collateral Agent at such Grantor's expense on a per diem, pro-rata basis consistent with the salary and benefit structure applicable to each as of the date of such Event of Default; and

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

(1) all amounts and proceeds (including checks and other instruments) received by Grantor in respect of amounts due to such Grantor in respect of the Collateral or

any portion thereof shall be received in trust for the benefit of the Collateral Agent hereunder, shall be segregated from other funds of such Grantor and shall be forthwith paid over or delivered to the Collateral Agent in the same form as so received (with any necessary endorsement) to be held as cash Collateral and applied as provided by Section 7.7 hereof; and

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

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

(c) Solely for the purpose of enabling the Collateral Agent to exercise rights and remedies under this Section 7 and at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent, to the extent it has the right to do so, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to such Grantor), subject, in the case of Trademarks, to sufficient rights to quality control and inspection in favor of such Grantor to avoid the risk of invalidation of said Trademarks, to use, operate under, license, or sublicense any Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located.

7.7 Cash Proceeds. Subject to the terms of the Intercreditor Agreement, any Cash Proceeds received by the Collateral Agent (whether from a Grantor or otherwise) after an Event of Default shall have occurred and be continuing, may, in the sole discretion of the Collateral Agent, (A) be held by the Collateral Agent for the ratable benefit of the Secured Parties, as collateral security for the Secured Obligations (whether matured or unmatured) and/or (B) then or at any time thereafter may be applied by the Collateral Agent against the Secured Obligations then due and owing.

SECTION 8. COLLATERAL AGENT.

The Collateral Agent has been appointed to act as Collateral Agent hereunder by Lenders and, by their acceptance of the benefits hereof, the other Secured Parties. The Collateral Agent shall be obligated, and shall have the right hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action

(including, without limitation, the release or substitution of Collateral), solely in accordance with this Agreement, the Term Loan Credit Agreement and the Intercreditor Agreement; provided, the Collateral Agent shall, after payment in full of all Obligations (excluding contingent obligations in respect of customary indemnification liabilities that survive termination of the Credit Documents or such Person's release or discharge therefrom) under the Term Loan Credit Agreement and the other Credit Documents, exercise, or refrain from exercising, any remedies provided for herein in accordance with the instructions of the holders of a majority of the aggregate notional amount (or, with respect to any Hedge Agreement that has been terminated in accordance with its terms, the amount then due and payable (exclusive of expenses and similar payments but including any early termination payments then due) under such Hedge Agreement) under all Hedge Agreements. In furtherance of the foregoing provisions of this Section, each Secured Party, by its acceptance of the benefits hereof, agrees that it shall have no right individually to realize upon any of the Collateral hereunder, it being understood and agreed by such Secured Party that all rights and remedies hereunder may be exercised solely by the Collateral Agent for the benefit of Lenders/Secured Parties in accordance with the terms of this Section. Collateral Agent may resign or be removed and a successor Collateral Agent may be appointed, all in accordance with Section 9.7 of the Term Loan Credit Agreement.

SECTION 9. CONTINUING SECURITY INTEREST; TRANSFER OF LOANS.

This Agreement shall create a continuing security interest in the Collateral and shall remain in full force and effect until the payment in full of all Secured Obligations, the cancellation or termination of the Commitments and the cancellation or expiration of all outstanding Letters of Credit, be binding upon each Grantor, its successors and assigns, and inure, together with the rights and remedies of the Collateral Agent hereunder, to the benefit of the Collateral Agent and its successors, transferees and assigns. Without limiting the generality of the foregoing, but subject to the terms of the Term Loan Credit Agreement, any Lender may assign or otherwise transfer any Loans held by it to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to Lenders herein or otherwise. Upon the payment in full of all Secured Obligations (excluding contingent obligations in respect of customary indemnification liabilities that survive termination of the Credit Documents or such Person's release or discharge therefrom), the cancellation or termination of the Commitments and the cancellation or expiration of all outstanding Letters of Credit, the security interest granted hereby shall terminate hereunder and of record and all rights to the Collateral shall revert to Grantors. Thereafter, subject to the terms of the Intercreditor Agreement, this Agreement shall be reinstated if at any time any payment of any of the Obligations is rescinded or must otherwise be returned upon the insolvency, bankruptcy or reorganization of any Grantor or any other Person or otherwise, all as though the payment had not been made. Upon any such termination the Collateral Agent shall, at Grantors' expense, execute and deliver to Grantors such documents as Grantors shall reasonably request to evidence such termination.

SECTION 10. STANDARD OF CARE; COLLATERAL AGENT MAY PERFORM.

The powers conferred on the Collateral Agent hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Collateral Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. The Collateral Agent shall be deemed to

have exercised reasonable care in the custody and preservation of Collateral in its possession if such Collateral is accorded treatment substantially equal to that which the Collateral Agent accords its own property. Neither the Collateral Agent nor any of its directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or otherwise. If any Grantor fails to perform any agreement contained herein, the Collateral Agent may itself perform, or cause performance of, such agreement, and the expenses of the Collateral Agent incurred in connection therewith shall be payable by each Grantor under Section 10.2 of the Term Loan Credit Agreement.


SECTION 11. MISCELLANEOUS.

Any notice required or permitted to be given under this Agreement shall be given in accordance with Section 10.1 of the Term Loan Credit Agreement. No failure or delay on the part of the Collateral Agent in the exercise of any power, right or privilege hereunder or under any other Credit Document shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Agreement and the other Credit Documents are cumulative to, and not exclusive of, any rights or remedies otherwise available. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or would otherwise be within the limitations of, another covenant shall not, subject to the terms of the Intercreditor Agreement, avoid the occurrence of a Default or an Event of Default if such action is taken or condition exists. This Agreement shall be binding upon and inure to the benefit of the Collateral Agent and Grantors and their respective successors and assigns. No Grantor shall, without the prior written consent of the Collateral Agent given in accordance with the Term Loan Credit Agreement, assign any right, duty or obligation hereunder. This Agreement and the other Credit Documents embody the entire agreement and understanding between Grantors and the Collateral Agent and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Credit Documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAWS).

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


CARMIKE CINEMAS, INC.

By: 
Name: Martin A. Durant
Title: Senior Vice President - Finance
Treasurer and Chief Financial Officer


EASTWYNN THEATRES, INC.

By: 
Name: Martin A. Durant
Title: Senior Vice President - Finance
Treasurer and Chief Financial Officer


MILITARY SERVICES, INC.

By: 
Name: Martin A. Durant
Title: Senior Vice President - Finance
Treasurer and Chief Financial Officer

WOODEN NICKEL PUB, INC.

By: 
Name: Martin A. Durant
Title: Senior Vice President - Finance
Treasurer and Chief Financial Officer

NATIONAL CITY BANK,
as the Collateral Agent

By: 
Name: **Laura M. McGrath**
Title: **Senior Vice President**

SCHEDULE 4.1
TO SECOND LIEN PLEDGE AND SECURITY AGREEMENT

GENERAL INFORMATION

- (A) Full Legal Name, Type of Organization, Jurisdiction of Organization, Chief Executive Office/Sole Place of Business (or Residence if Grantor is a Natural Person) and Organizational Identification Number of each Grantor:

<u>Full Legal Name</u>	<u>Type of Organization</u>	<u>Jurisdiction of Organization</u>	<u>Chief Executive Office/Sole Place of Business (or Residence if Grantor is a Natural Person)</u>	<u>Organization I.D.#</u>
Carmike Cinemas, Inc.	Corporation	Delaware	1301 First Avenue Columbus, GA 31901	0934996
Eastwynn Theatres, Inc.	Corporation	Alabama	1301 First Avenue Columbus, GA 31901	None
Military Services, Inc.	Corporation	Delaware	1301 First Avenue Columbus, GA 31901	254875
Wooden Nickel Pub, Inc.	Corporation	Delaware	1301 First Avenue Columbus, GA 31901	0872503

- (B) Other Names (including any Trade-Name or Fictitious Business Name) under which each Grantor has conducted business for the past five (5) years:

Full Legal Name

Trade Name or Fictitious Business Name

See Schedule 1-D attached hereto

- (C) Changes in Name, Jurisdiction of Organization, Chief Executive Office or Sole Place of Business (or Principal Residence if Grantor is a Natural Person) and Corporate Structure within past five (5) years:

Name of Grantor

Date of Change

Description of Change

None

- (D) Agreements pursuant to which any Grantor is found as debtor within past five (5) years:

Name of Grantor

Description of Agreement

None

(E) Financing Statements:

<u>Name of Grantor</u>	<u>Filing Jurisdiction(s)</u>
Carmike Cinemas, Inc.	Delaware
Eastwynn Theatres, Inc.	Alabama
Military Services, Inc.	Delaware
Wooden Nickel Pub, Inc.	Delaware

SCHEDULE 4.2
TO SECOND LIEN PLEDGE AND SECURITY AGREEMENT

Name of Grantor

Location of Equipment and Inventory

See Schedule 1-D attached hereto

SCHEDULE 4.4
TO SECOND LIEN PLEDGE AND SECURITY AGREEMENT

INVESTMENT RELATED PROPERTY

(A) Pledged Stock:

Grantor	Stock Issuer	Class of Stock	Certificated (Y/N)	Stock Certificate No.	Par Value	No. of Pledged Stock	% of Outstanding Stock of the Stock Issuer
Carmike Cinemas, Inc.	Eastwynn Theatres, Inc.	Common	Y	1	\$1.00	1000	100%
Carmike Cinemas, Inc.	Wooden Nickel Pub, Inc.	Common	Y	1	\$1.00	1000	100%
Carmike Cinemas, Inc.	Military Services, Inc.	Common	Y	4	\$1.00	1000	100%
Carmike Cinemas, Inc.	Loews Corporation	Common				24	0.000013%
Carmike Cinemas, Inc.	AMC Entertainment Inc.	Common				1	0.000003%
Carmike Cinemas, Inc.	The Marcus Corporation	Common				1	0.000005%
Carmike Cinemas, Inc.	The Neiman Marcus Group, Inc.	Common				1	0.000005%
Carmike Cinemas, Inc.	Trans-Lux Corporation	Common				1	0.000103%
Carmike Cinemas, Inc.	Fandango, Inc.	Common	Y	63	\$0.01	373,374	
Carmike Cinemas, Inc.	Fandango, Inc.	Common	Y	74	\$0.01	4,810	
Carmike Cinemas, Inc.	Fandango, Inc.	Common	Y	81	\$0.01	42,915	

Pledged LLC Interests:

None

Pledged Partnership Interests:

None

Pledged Trust Interests:

None

Pledged Debt:

Grantor	Issuer	Original Principal Amount	Outstanding Principal Balance	Issue Date	Maturity Date
Carmike Cinemas, Inc.	Faith Tabernacle Full Gospel Outreach Church, Inc.	\$500,000	\$314,297	9/22/98	10/22/04

Securities Account:

None

Commodities Accounts:

None

Concentration Deposit Accounts:

Grantor	Name of Depository Bank	Account Number	Account Name
Carmike Cinemas, Inc.	Columbus Bank and Trust		CB&T Corporate
Carmike Cinemas, Inc.	Columbus Bank and Trust		Commercial Money Market

(B) Acquisitions (equity interests or substantially all assets of another Person) within past 5 years, other than Permitted Acquisitions and other transactions permitted under the Credit Agreement

None

SCHEDULE 4.6
TO SECOND LIEN PLEDGE AND SECURITY AGREEMENT

Name of Grantor

Description of Letters of Credit

None

SCHEDULE 4.7
TO SECOND LIEN PLEDGE AND SECURITY AGREEMENT

INTELLECTUAL PROPERTY

(A) Copyrights

Owned by Carmike Cinemas, Inc.

Copyright Code	Registration Number	Registration Date
LC Retrieval Code X (motion pictures, photoplays, filmstrips)	PA308113	10/15/86

(B) Copyright Licenses

None

(C) Patents

None

(D) Patent Licenses

None

(E) Trademarks

Owned by Carmike Cinemas, Inc.

Trademark	Registration Number	Registration Date
C and Design	1,702,214	07/21/92
Carmike	1,448,964	07/21/97
Carmike Cinemas Stylized	1,702,213	07/21/92
Hollywood Connection	2,126,330	12/30/97
Summit Cinema Cafe	2,357,500	06/13/00
Wynnsong Cinemas	2,756,369	10/29/02

(F) Trademark Licenses

License granted by Carmike Cinemas, Inc. to The Coca-Cola Company to use, on a royalty-free basis, the names of Carmike and its cinemas, and their respective trademarks, tradenames, service marks, logos and other proprietary designs owned or licensed by Carmike for the purpose of promoting The Coca-Cola Company products.

(G) Trade Secret Licenses

None

(H) Intellectual Property Exceptions

SCHEDULE 4.8
TO SECOND LIEN PLEDGE AND SECURITY AGREEMENT

Name of Grantor

Commercial Tort Claims

None

Schedule 1-D

[TO BE ATTACHED]

Schedule 1-D**Owned Property**

	THEATRE #	THEATRE NAME	ADDRESS	CITY	ST	ZIP	COUNTY	OWNER
1	07-1157	Wynnsong 12	500 Commons Dr.	Birmingham	AL	35209	Jefferson	ETI
2	30-1123	Carmike 10	3443 Lorna Ridge Road	Birmingham	AL	35218	Jefferson	CCI
3	07-1189	Century 8	607 Fourteenth Street, NE.	Decatur	AL	35602	Morgan	CCI
4	07-1345	Carmike 10	1359 Old Monrovia Road	Huntsville	AL	35806	Madison	CCI
5	07-1489	Wynnsong 10	3975 Eastern Boulevard	Montgomery	AL	36118	Montgomery	CCI
6	07-8835	Carmike 5	2485 W. 29 th Street	Greeley	CO	80831	Weld	CCI
7	07-3012	Carmike 10	4049 - W 23 rd	Panama City	FL	32405	Bay	CCI
8	07-3469	University 8	4080 Goldenrod Rd (Orlando)	Winter Park	FL	32792	Orange	ETI
9	07-0037	5 Points Center	32.40 acres (US Highway 20)	Albany	GA		Dougherty	CCI
10	07-0060	State	313 Pina Avenue	Albany	GA	31706	Dougherty	CCI
11	07-0078	Georgia 7	2414 Sylvester Road	Albany	GA	31706	Dougherty	CCI
12	07-0089	Wynnsong 16	2823 Nottingham Way	Albany	GA	31707	Dougherty	ETI
13	07-0243	Martin 3	222 Wallace C. Bryan Pkwy.	Calhoun	GA	30703	Gordon	CCI
14	07-0295	Riverstone 15	5 Reinhardt College Pkwy	Canton	GA	30114	Cherokee	CCI
15	07-0276	Plaza 8	North Tennessee St 1129	Cartersville	GA	30120	Bartow	CCI
16	07-0031	Berry Building	303 - 13 th Street	Columbus	GA	31901	Muscogee	CCI
17	07-0034	Record Building	1242 Broadway	Columbus	GA	31901	Muscogee	CCI
18	07-0318	Rialto	1235 Broadway	Columbus	GA	31901	Muscogee	CCI
19	07-0321	Hollywood Connection	1683 Whittlesey Road	Columbus	GA	31904	Muscogee	CCI
20	19-0333	Carmike 7	5301 Sidney Simons Blvd.	Columbus	GA	31904	Muscogee	CCI
21	07-0532	Martin 2	1907 Bowen Mill Road	Douglas	GA	31534	Coffee	CCI
22	07-0540	Capri 2	Village Shopping Center	Fitzgerald	GA	31750	Ben Hill	CCI
23	07-0854	Southgate	532 Battlefield	Fort	GA	30742	Catoosa	CCI

	THEATRE #	THEATRE NAME	ADDRESS	CITY	ST	ZIP	COUNTY	OWNER
		5	Pkwy.	Oglethorpe				
24	07-0600	Carmike 10	87 Newnan Station Rd.	Newnan	GA	30223	Coweta	CCI
25	07-0878	Carmike 10	511 Stephenson Ave.	Savannah	GA	31416	Chatham	CCI
26	07-0900	Wynnsong 11	1150 Shawnee St.	Savannah	GA	31419	Chatham	CCI
27	08-0077	Wooden Nickel Pub		Albany	GA		Dougherty	CCI
28	40-8295	Carmike 7	5245 Northland Ave. NE	Cedar Rapids	IA	52402	Linn	CCI
29	40-8330	Cobblestone 9	8501 Hickman Rd. (Des Moines)	Urbandale	IA	50322	Polk	CCI
30	40-8207	Starlite 7	4031 Poleline	Chubbuck	ID	83202	Bannock	CCI
31	40-8215	Rio 1	271 Broadway	Idaho Falls	ID	83405	Bonneville	CCI
32	40-8245	Holiday 3	26 South Center	Rexburg	ID	83440	Madison	CCI
33	40-8250	Westwood 1	2 East Main Street	Rexburg	ID	83440	Madison	CCI
34	07-7040	Seth Childs 6	2610 Farm Bureau Rd.	Manhattan	KS	66502	Riley	CCI
35	07-4205	Carmike 10	3151 Mapleleaf Dr.	Lexington	KY	40509	Fayette	CCI
36	07-4237	Martin 4	25 Madison Square Dr.	Madisonville	KY	42431	Hopkins	CCI
37	07-4501	Alexandria 6	3820 Alexandria Mall Drive	Alexandria	LA	71301	Rapides	CCI
38	07-4514	Carmike 10	5725 Johnston Space 2319	Lafayette	LA	70503	Lafayette	CCI
39	07-4520	North Shore 6	160 Airport Drive	Slidell	LA	70460	Saint Tammany	CCI
40	07-8136	Cinema 3	1 N. German Street	New Ulm	MN	56073	Brown	CCI
41	40-8435	Cameo 3	215 North Cedar	Owatonna	MN	56060	Steele	CCI
42	40-8453	Carmike 16	Pennington Business Park	Rochester	MN	55901	Olmstead	CCI
43	40-8103	Carmike 7	2255 Overland Ave.	Billings	MT	59104	Yellowstone	CCI
44	40-8120	Campus Square 8	1611 S. 11 th Avenue	Bozeman	MT	59715	Gallatin	CCI
45	40-8155	Village 2	600 - 13 th Ave. South	Great Falls	MT	59403	Cascade	CCI
46	40-8160	Circus 2	3010 N. Montana	Helena	MT	59601	Lewis & Clark	CCI
47	40-8165	Gaslight 3	5 W. Broadway	Helena	MT	59601	Lewis & Clark	CCI
48	20-6635	Appalachian 2	559 West King St.	Boone	NC	28607	Watauga	CCI

	THEATRE #	THEATRE NAME	ADDRESS	CITY	ST	ZIP	COUNTY	OWNER
49	20-6660	Plaza 2	Dunn Plaza Shopping Center	Dunn	NC	28334	Harnett	CCI
50	21-6441	Land		Fayetteville	NC		Cumberland	CCI
51	20-6690	Berkeley 4	3101 Cashwell Drive	Goldsboro	NC	27530	Wayne	CCI
52	07-6100	Carmike 12	1685 East Fire Tower Rd	Greenville	NC	27858	Pitt	CCI
53	20-6665	Cinema 6	500 McCotter Blvd.	Havelock	NC	28532	Craven	CCI
54	20-6625	Brynn Mar 3	49 Village Drive	Jacksonville	NC	28541	Onslow	ETI
55	20-6628	Carmike 7	1038 Henderson Drive	Jacksonville	NC	28541	Onslow	CCI
56	21-6475	Cinema 8	1700 N. Aspen Street	Lincolnton	NC	28092	Lincoln	CCI
57	07-6140	Blue Ridge 14	600 Blueridge Road	Raleigh	NC	27606	Wake	CCI
58	21-6515	Cinema 4	414 S. Lafayette St.	Shelby	NC	28150	Cleveland	CCI
59	20-6710	Gateway 4	1203 Free Nancy Rd.	Statesville	NC	28677	Iredell	CCI
60	20-6713	Cinema	140 West Main Street	Williamston	NC	27892	Martin	CCI
61	21-6535	Cinema 6	5335 Oleander Drive	Wilmington	NC	28406	New Hanover	CCI
62	07-8121	Lake 3	25 Fourth Street S	Devils Lake	ND	58301	Ramsey	CCI
63	07-7060	Village 2	1402 E. 20 th Street	Scottsbluff	NE	69361	Scotts Bluff	CCI
64	15-7818	Cinema 2	418 West Main	Artesia	NM	88210	Eddy	CCI
65	15-9079	West Drive Inn		Altus	OK		Jackson	JV
66	15-9087	Skyview Drive In	Highway 70 East	Ardmore	OK	73401	Carter	CCI
67	15-9277	Dunkin Theatre 1	207 East Broadway	Cushing	OK	74023	Payne	CCI
68	15-9731	Skyway Drive In	U.S. Highway 270	Seminole	OK	74868	Seminole	CCI
69	15-9434	Enid Drive Inn		Enid	OK		Garfield	Video Enid Theatres Drive Ins-Joint Venture
70	15-9475	Trail Drive Inn		Enid	OK		Garfield	Video Enid Theatres Drive Ins-

	THEATRE #	THEATRE NAME	ADDRESS	CITY	ST	ZIP	COUNTY	OWNER
								Joint Venture
71	15-9491	Video 2	3517 W. Gattiot Road	Enid	OK	73702	Garfield	Video Enid Theatres Drive Ins -Joint Venture
72	15-9756	Cinema Center 8	3031 N. Harrison	Shawnee	OK	74802	Pottawatomie	Video Shawnee Theatres-Joint Venture
73	15-9772	Hornbeck 2	125 N. Bell	Shawnee	OK	74802	Pottawatomie	Video Shawnee Theatres-Joint Venture
74	07-6540	Carmike 12	Circle Blvd & Highway 99	Corvallis	OR	97330	Benton	CCI
75	07-7431	James Island 8	1743 Central Park Rd.	Charleston	SC	29412	Charleston	CCI
76	25-7840	Cinema 2	118 West Carolina	Hartsville	SC	29550	Darlington	CCI
77	07-7511	Oaks 2	506 N. Harper Street	Laurens	SC	29360	Laurens	CCI
78	22-7820	Cinema 7	2150 Cherry Road	Rock Hill	SC	29731	York	CCI
79	19-8990	Carmike 7	230 Knollwood Drive	Rapid City	SD	57709	Pennington	CCI
80	07-2728	Bell Forge 10	5400 Bell Forge Ln East (Nashville)	Antioch	TN	37013	Davidson	CCI
81	07-2025	Plaza 2	1436 Decatur Pike; Athens Shopping Center	Athens	TN	37303	McMinn	CCI
82	07-2175	Wynnsong 10	2210 Gunbarrel Rd	Chattanooga	TN	37421	Hamilton	CCI
83	30-2275	Highland 10	1181 S. Jefferson	Cookeville	TN	38506	Putnam	CCI
84	07-2280	Capri 2	Woodmere Mall; Highway 127	Crossville	TN	38557	Cumberland	CCI
85	07-2467	Carmike 10	5020 Millertown Pike	Knoxville	TN	37917	Knox	CCI
86	07-2590	Wynnsong 16	2626 Cason Square Blvd.	Murfreesboro	TN	37133	Rutherford	ETI
87	07-2769	Bellevue 8	120 Belle Forest Circle	Nashville	TN	37221	Davidson	CCI
88	07-2795	Wynnsong 10	721 Myatt Drive (Madison)	Nashville	TN	37115	Davidson	CCI
89	07-2959	Land - Lot		Smyrna	TN		Rutherford	CCI

	THEATRE #	THEATRE NAME	ADDRESS	CITY	ST.	ZIP	COUNTY	OWNER
		2 Ridley Pkwy						
90	07-2967	Springfield	718 S. Main Street	Springfield	TN	37172	Robertson	CCI
91	15-8113	Bunavista		Borger	TX		Hutchinson	CCI
92	15-8212	Astro Drive In		Plainview	TX		Hale	CCI
93	15-8253	Granada 2		Plainview	TX		Hale	CCI
94	16-8799	Park Plaza 4		Port Arthur	TX		Jefferson	CCI
95	07-8808	Pines Theatre 1	320 4 th Street	Silsbee	TX	77656	Hardin	CCI
96	07-8786	Carmike 16		Tyler	TX		Smith	CCI
97	07-8972	Carmike 12	1600 West Fox Park Dr. (Salt Lake City)	West Jordan	UT	84088	Salt Lake	CCI
98	07-8987	Hollywood Connection 15	3231 South Decker Lake Drive	West Valley City	UT	84119	Salt Lake	CCI
99	07-5210	Carmike 10	1100 Alverser Dr. (Richmond, VA)	Midlothian	VA	23113	Chesterfield	CCI
100	30-5250	Valley 8	1700 Apperson Drive	Salem	VA	24153	Salem	CCI

Leased Property

	THEATRE #	THEATRE NAME	ADDRESS	CITY	ST.	ZIP	COUNTY	LESSEE
1	07-1104	Plaza 6	3416 McClellum Blvd.	Anniston	AL	36202	Calhoun	ETI
2	07-1144	Wynnsong 16	2111 E. University Ave.	Auburn	AL	36603	Lee	ETI
3	07-1389	Carmike 14	4900 Government Blvd.	Mobile	AL	36616	Mobile	ETI
4	07-7034	Oaks 7	2250 Harrison	Batesville	AR	72501	Independence	ETI
5	15-7701	Carmike 14	5718 Townson Ave.	Fort Smith	AR	72906	Sebastian	ETI

	THEATRE #	THEATRE NAME	ADDRESS	CITY	ST	ZIP	COUNTY	LESSEE
6	15-7734	Wynnsong 10	12200 Westhaven Drive	Little Rock	AR	72211	Pulaski	ETI
7	07-8843	State 3	625 E. Main	Aspen	CO	81611	Pitkin	CCI
8	07-8852	Carmike 10	1550 Pulsar Drive	Colorado Springs	CO	80935	El Paso	CCI
9	07-8858	Carmike 10	3636 Manhattan Ave.	Fort Collins	CO	80526	Larimer	CCI
10	07-8840	Carmike 7	59024 1/2 Road	Grand Junction	CO	81502	Mesa	CCI
11	07-3227	Royal Palm 20	2507 53 rd Avenue East	Bradenton	FL	34203	Manatee	ETI
12	07-3066	Carmike 10	161 E. Nine Mile Road	Pensacola	FL	32534	Escambia	ETI
13		New Site		Columbus	GA		Muscogee	
14	07-0383	Columbus Square 8	3100 Macon Road	Columbus	GA	31907	Muscogee	ETI
15	07-0534	Carmike 8	2103 Veterans	Dublin	GA	31040	Laurens	ETI
16	07-0702	Griffin 4	1671 N. Expressway	Griffin	GA	30223	Spalding	ETI
17	07-0910	Statesboro 9	610 Brannen Street	Statesboro	GA	30459	Bulloch	ETI
18	40-8328	Wynnsong 12	2435 Edgewood Road SW	Cedar Rapids	IA	52404	Linn	ETI
19	40-8375	Kennedy Mall 6	555 J. F. Kennedy Rd.	Dubuque	IA	52002	Dubuque	ETI
20	40-8367	Wynnsong 16	5233 NW 66 th St. (Des Moines)	Johnston	IA	50131	Polk	CCI
21	40-8270	Cinema 2	306 University Drive	Macomb	IL	61455	McDonough	ETI
22	07-4243	Cinema 4	1579 US Hwy 68	Maysville	KY	41058	Mason	ETI
23	40-8700	Wynnsong 16	15630 Cedar Avenue	Apple Valley	MN	55124	Dakota	ETI
24	40-8425	Cinema 4	220 Stadium Road	Mankato	MN	56002	LeSueur	CCI
25	40-8740	Wynnsong 15	2430 Highway 10	Mounds View	MN	55112	Ramsey	ETI
26	40-8432	Oakdale 16	1188 Helmo Ave N	Oakdale	MN	56073	Washington	ETI
27	40-8450	Barclay Square 6	1300 Salem Road	Rochester	MN	55903	Olmsted	CCI

	THEATRE #	THEATRE NAME	ADDRESS	CITY	ST	ZIP	COUNTY	LESSEE
28	40-8105	Cine 7	925 Broadwater Street	Billings	MT	59101	Yellowstone	CCI
29	40-8173	Carmike 10	2640 Mullen Road	Missoula	MT	59802	Missoula	CCI
30	07-6070	Wynnsong 15	1807 MLK Blvd	Durham	NC	27707	Durham	ETI
31	21-6440	Carmike 12	361 Westwood Shopping Center	Fayetteville	NC	28309	Cumberland	ETI
32	07-6089	Carmike 14	4622 Koger Blvd.	Greensboro	NC	27407	Guilford	ETI
33	07-6291	Carmike 12	2000 SE Catawba Valley Blvd	Hickory	NC	28603	Burke	ETI
34	21-6490	Cinema 3	3017 Bridges St.	Morehead City	NC	28557	Carteret	ETI
35	07-6132	Park Place 16	9525 Chapel Hill Road	Morrisville	NC	27560	Wake	ETI
36	19-6180	Carmike 15	5501 Atlantic Springs Rd.	Raleigh	NC	27505	Wake	CCI
37	20-6670	Cinema 7	Washington Sq. Mall	Washington	NC	27889	Beaufort	ETI
38	07-6334	Carmike 12	111 Cinema Dr.	Wilmington	NC	26403	New Hanover	ETI
39	07-6367	Carmike 10	3640 Reynolds Road	Winston-Salem	NC	27106	Forsyth	ETI
40	07-6378	Wynnsong 12	1501 Hanes Ma Blvd.	Winston-Salem	NC	27103	Forsyth	ETI
41	07-8107	Carmike 8	2700 State Street	Bismark	ND	58502	Burleigh	CCI
42	07-8112	Columbia Mall 4	3100 32 nd Avenue South	Grand Forks	ND	58208	Grand Forks	CCI
43	07-8114	Carmike 10	2306 32 nd Avenue South	Grand Forks	ND	58208	Grand Forks	CCI
44	07-7068	Blackout Arcade	2302 Frontage Road	Scottsbluff	NE	69361	Scottsbluff	CCI
45	07-5913	Mall 6	3315 N. Ridge E.	Ashtabula	OH	44004	Ashtabula	ETI
46	07-5903	Findlay 6	1500 Tiffen Avenue	Findlay	OH	45840	Hancock	ETI
47	07-5911	Mall 9	#700	Saint	OH	43950	Belmont	ETI

	THEATRE #	THEATRE NAME	ADDRESS	CITY	ST	ZIP	COUNTY	LESSEE
			Barfield Avenue	Clairsville				
48	07-5915	Plaza 8	4314	Sandusky	OH	44871	Erie	ETI
49	15-9103	Carmike 5	2600 W. Broadway	Ardmore	OK	73102	Carter	ETI
50	15-9343	Carmike 6	1501 Plato Road	Duncan	OK	73533	Stephens	ETI
51	15-9577	Carmike 8	7102 NW Cache Road	Lawton	OK	73507	Comanche	ETI
52	15-9624	Carmike 6	2812 West Shawnee By-Pass	Muskogee	OK	74401	Muskogee	ETI
53	15-9665	North Park 4	800 E. Prospect	Ponca City	OK	74601	Kay	ETI
54	15-9863	Carmike 10	1909 N. Perkins Rd.	Stillwater	OK	74076	Payne	ETI
55	07-5830	Carmike 16	1700 Catasaqua	Allentown	PA	18109	Lehigh	ETI
56	07-5802	Park Hills 7	West Plank Rd.	Altoona	PA	16602	Blair	ETI
57	07-5775	Plaza 6	6800 Big Beaver Road	Beaver Falls	PA	15010	Beaver	ETI
58	07-5863	Cranberry 8	Route 19 and Freedom Road	Cranberry Township	PA	16066	Butler	ETI
59	07-5849	Carmike 15	Route 30 Westmoreland Mall Annex	Greensburg	PA	15501	Westmoreland	CCI
60	07-5877	Hermitage 8	2461 E. State Street	Hermitage	PA	16148	Mercer	ETI
61	07-5857	Monaca 7	3944 Brodhead Road	Monaca	PA	15061	Beaver	ETI
62	07-5867	Galleria 6	1500 Washington Rd	Mount Lebanon	PA	15228	Allegheny	ETI
63	07-5770	Maxi Saver 12	2001 Mountain View Dr.	West Mifflin	PA	15142	Allegheny	ETI
64	07-8451	Astro 3	430 College Avenue	Clemson	SC	29531	Pickins	ETI
65	07-7423	Carmike 14	122 Allen Court	Columbia	SC	29212	Richland	ETI
66	07-7430	Wynnsong 10	5320 Forest Drive	Columbia	SC	29206	Richland	ETI
67	07-7678	Carmike 7	1985 East	Spartanburg	SC	29307	Spartanburg	ETI

3406571

SCHEDULE I-D

TRADEMARK
REEL: 002823 FRAME: 0738

	THEATRE #	THEATRE NAME	ADDRESS	CITY	ST	ZIP	COUNTY	LESSEE
			Main St., MR #150					
68	07-7689	Wynnsong 7	1640 Reidville Road	Spartanburg	SC	29306	Spartanburg	ETI
69	40-8567	Carmike 7	3404 Gateway Blvd.	Sioux Falls	SD	57186	Minnehaha	ETI
70	07-2167	Bijou 7	215 Broad Street	Chattanooga	TN	37402	Hamilton	ETI
71	07-2249	Carmike 8	1955 Madison Street	Clarksville	TN	37040	Montgomery	ETI
72	07-2257	Cinema 5	2801 Guthrie Hwy.	Clarksville	TN	37040	Montgomery	ETI
73	07-2397	Capri 2	11 East Bypass	Greenville	TN	37744	Davidson	ETI
74	07-2465	Movies 7	175 N. Seven Oaks Drive	Knoxville	TN	37922	Knox	ETI
75	07-2956	Oneida Cinema 3	Hwy 27 North	Oneida	TN	37841	Scott	ETI
76	07-8680	Carmike 10	101 Tall Pines Rd.	Longview	TX	75606	Gregg	ETI
77	07-8766	Carmike 6	3501 N. St.; Northview Plaza Shopping Center	Nacogdoches	TX	75961	Nacogdoches	ETI
78	07-8820	Century City 6	4105 Maplewood	Wichita Falls	TX	76308	Wichita	ETI
79	07-5244	Carmike 10	4494 Etechtrick Road SW	Roanoke	VA	24014	Roanoke	ETI
80	07-5406	Center Cinemas 6	601 E. Jubal Early Drive	Winchester	VA	22601	Frederick	ETI
81	40-8615	Oakwood 12	4800 Golf Rd. #4	Eau Claire	WI	54701	Eau Claire	ETI
82	07-5516	Huntington Mall 8	700 Huntington Mall	Barboursville	WV	25504	Cabell	ETI
83	07-5503	Cinemas 8	Mercer Mall	Bluefield	WV	24701	Mercer	ETI
84	07-8924	Cole Square 3	517 Cole Square Shopping Center	Cheyenne	WY	82601	Laramie	CCI
85	07-0045	Carmike 8	1121 Gillionville	Albany	GA		Dougherty	CCI

	THEATRE #	THEATRE NAME	ADDRESS	CITY	ST	ZIP	COUNTY	LESSEE
			Road					
86	07-0136	Cinema 2	1610-D Vienna Road	Americus	GA		Sumter	CCI
87	07-0300	Peachtree 8	3131 Manchester Expressway	Columbus	GA		Muscogee	CCI
88	07-0310	Carmike 15	5555 Whittlesey Boulevard	Columbus	GA		Muscogee	CCI
89	07-0407	Conyers Crossing 16	1536 Dogwood Drive	Conyers	GA		Rockdale	CCI
90	07-0433	Martin 3	901 E 16 th Avenue	Cordele	GA		Crisp	CCI
91	07-0441	Carmike 9	2150 E Walnut Avenue	Dalton	GA		Whitfield	CCI
92	07-0734	La Grange 6	1510 Lafayette Park	La Grange	GA		Troup	CCI
93	07-0921	Tifton 6	216 Virginia Avenue	Tifton	GA		Tift	CCI
94	07-1155	Summit 16	321 Summit Boulevard	Birmingham	AL		Jefferson	CCI
95	07-1167	Towne Square 3	1654 2 nd Avenue SW	Cullman	AL		Cullman	CCI
96	07-1178	Circle West 4	3120 Ross Clark	Dothan	AL		Houston	CCI
97	07-1241	Capri 4	Cox Creek Highway	Florence	AL		Lauderdale	CCI
98	07-1256	Hickory 6	1946 Florence	Florence	AL		Lauderdale	CCI
99	07-1399	Wynnsong 16 (Movie Plex)	785 Schillinger Road S	Mobile	AL		Mobile	CCI
100	07-1431	Eastdale 8	1001 Eastdale Circle	Montgomery	AL		Montgomery	CCI
101	07-1837	Martin 3	Northgate Shopping Center, Route 1	Talladega	AL		Talladega	CCI
102	07-2181	Northgate 8	622 Northgate Mall	Chattanooga	TN		Hamilton	CCI
103	07-2264	Village 2		Cleveland	TN		Dyer	CCI
104	07-2272	Carmike 4		Cleveland	TN		Dyer	CCI
105	07-2322	Carmike 9	528 Green	Dyersburg	TN			CCI

3406371

SCHEDULE 1-D

TRADEMARK
REEL: 002823 FRAME: 0740

	THEATRE #	THEATRE NAME	ADDRESS	CITY	ST	ZIP	COUNTY	LESSEE
			Village Shopping Center					
106	07-2367	Thoroughbred 20 (MOVIE PLEX)	633 Frazier Drive	Franklin	TN		Williamson	CCI
107	07-2430	Carmike 14	1805 N Roan Street	Johnson City	TN		Washington	CCI
108	07-2466	Wynnsong 16	200 N Peters Road	Knoxville	TN		Knox	CCI
109	07-2469	The Movies 2	2108 Jacksboro Highway	La Follette	TN		Campbell	CCI
110	07-2470	Martin 3	1447 SW Main	Lebanon	TN		Wilson	CCI
111	07-2534	College Square 9	2250 E Morris	Morristown	TN		Hamblen	CCI
112	07-2634	Hickory Hollow 8	901 Bell Road	Nashville	TN		Davidson	CCI
113	07-2793	Rivergate 8	800 Two Mile Parkway	Nashville	TN		Davidson	CCI
114	07-3045	Panama City 4	2218 N Cove Boulevard	Panama City	FL		Bay	CCI
115	07-3238	Amelia Island 7	1132 S 14 th Street	Fernandina Beach	FL		Nassau	CCI
116	07-3242	Palm 3	4226 Old Highway 37	Lakeland	FL		Polk	CCI
117	07-3250	Lake Walden 8	220 West Alexander	Plant City	FL		Hillsborough	CCI
118	07-3254	Lakeshore 8	901 US Highway 27 N #120	Sebring	FL		Highlands	CCI
119	07-3269	Cont'l Mugs & Movies 2	800 Cypress Gardens Boulevard	Winterhaven	FL		Polk	CCI
120	07-4201	Plaza 6	600 US 31 W Bypass Unit 24	Bowling Green	KY		Warren	CCI
121	07-4056	Greenwood 6		Bowling Green	KY		Warren	CCI
122	07-4067	Cinema 4	1000 E Cumberland Gap Parkway	Corbin	KY		Knox	CCI
123	07-4078	Cinema 4	1594 Houstonville Road Suite 217	Danville	KY		Boyle	CCI
124	07-4089	Cinema 4	NE Highway	Harlan	KY		Harlan	CCI

	THEATRE #	THEATRE NAME	ADDRESS	CITY	ST	ZIP	COUNTY	LESSEE
			421					
125	07-4138	Martin 5	4000 Fort Campbell Boulevard	Hopkinsville	KY		Christian	CCI
126	07-4245	Cinema 4	900 US Highway 25 E	Middlesboro	KY		Bell	CCI
127	07-5023	Carmike 6	1803 Seminole Trail	Charlottesville	VA		Ablemarle	CCI
128	07-5033	River Ridge 4	3405 Candler's Mt. Road	Lynchburg	VA		Independent City	CCI
129	07-5324	Williamsburg Crossing 7	5251 - 18 John Tyler Highway	Williamsburg	VA		Independent City	CCI
130	07-5402	Apple Blossom 6	1850 Apple Blossom Drive	Winchester	VA		Fredrick	CCI
131	07-5509	Meadowbrook 6	2205 Meadowbrook Mall	Clarksburg	WV		Harrison	CCI
132	07-5523	Mall 8	9540 Mall Road	Morgantown	WV		Monongalia	CCI
133	07-5623	Carmike 8	1875 Cinema Drive	Allegany	NY		Cattaraugus	CCI
134	07-5678	Carmike 14	US Route 13 Dover Mall	Dover	DE		Kent	CCI
135	07-5712	Sun & Surf 8	14301 Coastal Highway	Ocean City	MD		Worcester	CCI
136	07-5720	Wynnsong 12 (MOVIE PLEX)	401 Vine Street	Delmont	PA		Westmoreland	CCI
137	07-5750	Coventry 8	650 W Schuylkill Road	Pottstown	PA		West Chester	CCI
138	07-5760	Wyomissing 8	800 Berkshire Boulevard	Reading	PA		Berks	CCI
139	07-5800	Carmike 8	600 Logan Valley Mall	Altoona	PA		Blair	CCI
140	07-5804	Cinema 7	900 Chambersburg Mall	Green Town	PA		Franklin	CCI
141	07-5808	Cinemas 5	Du Bois Mall	Dubois	PA		Clearfield	CCI
142	07-5810	Cinemas 4	Indiana Mall	Indiana	PA		Allegheny	CCI
143	07-5813	Cinemas 4	Franklin Village Mall	Kittanning	PA		Armstrong	CCI

	THEATRE #	THEATRE NAME	ADDRESS	CITY	ST	ZIP	COUNTY	LESSEE
144	07-5815	Carmike 6	1372 W Main Street	Uniontown	PA		Fayette	CCI
145	07-5817	Cinema 4	University Drive	Uniontown	PA		Fayette	CCI
146	07-5819	Cinemas 3	500 Hyde Park Road	Vandergrift	PA		Armstrong	CCI
147	07-5859	Cranberry 5	Oil City Road #1	Oil City	PA		Venango	CCI
148	07-5865	Carmike 10	700 Fort Couch Road	Pittsburgh	PA		Allegheny	CCI
149	07-5869	Southland 9	629 Clairton Boulevard	Pittsburgh	PA		Allegheny	CCI
150	07-5879	Cinema 5	116 Heister Street	State College	PA		Centre	CCI
151	07-5881	Cinema 6	501 Benner Pike	State College	PA		Centre	CCI
152	07-5907	Kingsgate 4	1300 Park Avenue	Mansfield	OH		Richland	CCI
153	07-5917	Cinema 6	1009 Mall Drive	Steubenville	OH		Jefferson	CCI
154	07-6067	Carmike 7		Durham	NC			CCI
155	07-6224	Chalet 3	290 Boone Heights Drive	Boone	NC		Watauga	CCI
156	07-6299	Carmike 16	350 Western Blvd.	Jacksonville	NC		Onslow	CCI
157	07-6314	Golden East 4		Rocky Mount	NC			CCI
158	07-7004	Village 5	729 East Highway 62	Mountain Home	AR		Baxter	CCI
159	07-7017	Pines Mall 8	2901 Pines Mall Drive #500	Pine Bluff	AR		Jefferson	CCI
160	07-7023	Cinema 6	3 Faulkner Plaza	Conway	AR		Faulkner	CCI
161	07-7030	Harrison 8	617 Highway 62 & 65 N	Harrison	AR		Boone	CCI
162	07-7036	University 8	727 N Charles	Warrensburg	MO		Johnson	CCI
163	07-7056	Mall 3	1100 S Dewey	North Platte	NE		Lincoln	CCI
164	07-7070	Yankton Mall 5	2101 Broadway Avenue, Suite 5	Yankton	SD		Yankton	CCI
165	07-7445	Magnolia 3		Florence	SC			CCI
166	07-7624	Camelot 4	2016 Columbia	Orangeburg	SC		Orangeburg	CCI

	THEATRE #	THEATRE NAME	ADDRESS	CITY	ST	ZIP	COUNTY	LESSEE
			Road					
167	07-7725	Movies 3	1016 Broad Street	Sumter	SC		Sumter	CCI
168	07-8141	Kandi 6	1605 1 ST Street S	Willmar	MN		Kandiyohi	CCI
169	07-8151	Midco 9	3315 6 th Avenue SE Suite 4	Aberdeen	SD		Brown	CCI
170	07-8512	Park Central 6	3234 S Clark Street	Abilene	TX		Jones/Taylor	CCI
171	07-8585	Carmike 20 (MOVIE PLEX)	3003 S Expressway #281	Edinburg	TX		Hidalgo	CCI
172	07-8587	Carmike 16 (MOVIE PLEX)	9840 Gateway Boulevard	El Paso	TX		El Paso	CCI
173	07-8642	Northloop 6	2531 Judson Road	Longview	TX		Gregg	CCI
174	07-8709	Town Square 4	460 N Timberland Drive	Lufkin	TX		Angelina	CCI
175	07-8717	Angelina 2	3051 John Reddit	Lufkin	TX		Angelina	CCI
176	07-8725	Cinema 4	Lufkin Mall	Lufkin	TX		Angelina	CCI
177	07-8827	Sikes 10	238 Sikes Center	Wichita	TX		Wichi	CCI
178	07-8841	Chief Plaza 4	813 Lincoln	Steamboat Springs	CO		Routt	CCI
179	07-8847	Mall 3	51027 Highway 6 & 24	Glenwood Springs	CO		Garfield	CCI
180	07-8851	Chapel Hills 9		Colorado Springs	CO			CCI
181	07-8854	Chapel Hills 10-15	1710 Briargate Boulevard	Colorado Springs	CO		El Paso	CCI
182	07-8910	Eastridge 4		Casper	WY			CCI
183	07-8921	Frontier 6	1400 Dell Range Boulevard #21	Cheyenne	WY		Laramie	CCI
184	07-8961	Cottonwood 4		Salt Lake City	UT			CCI
185	15-7723	Carmike 7		Little Rock	AR			CCI
186	15-7745	Riverdale 10	2600 Cantrell	Little Rock	AR		Pulaski	CCI
187	20-6650	Cinema 4	Tri City Mall	Forest City	NC		Rutherford	CCI
188	20-6695	Westgate 2	Westgate	Lenoir	NC		Caldwell	CCI

	THEATRE #	THEATRE NAME	ADDRESS	CITY	ST	ZIP	COUNTY	LESSEE
			Shopping Center					
189	21-6420	Cinema 4	Fed Point Station Shopping Center	Carolina Beach	NC		New Hanover	CCI
190	21-6443	Marketfair 15	1916 Skibo Road	Fayetteville	NC		Cumberland	CCI
191	21-6470	Cinema 8	234 Talbert Boulevard	Lexington	NC		Davidson	CCI
192	21-6550	Parkwood 3	Parkwood Shopping Center	Wilson	NC		Wilson	CCI
193	24-6595	Kendale 2	2738 Industrial Drive	Sanford	NC		Lee	CCI
194	27-5410	Carmike 8	801 Lakeside Drive	Lynchburg	VA		Independent City	CCI
195	27-5420	Plaza 2	2905 Riverside Drive	Danville	VA		Pittsylvania	CCI
196	27-5425	Riverside 2		Danville	VA		Pittsylvania	CCI
197	30-1987	Bama 6	2600 McFarland	Tuscaloosa	AL		Tuscaloosa	CCI
198	30-2483	Foot Hills 12	507 Foothills Plaza	Maryville	TN		Blount	CCI
199	30-6357	Kingsway 4	258 L West Kings	Eden	NC		Rockingham	CCI
200	30-6438	Wynnsong 7	3039 Boone Trail	Fayetteville	NC		Cumberland	CCI
201	30-6519	(Cleveland) Mall 4	2201-4 E Dixson Boulevard	Shelby	NC		Cleveland	CCI
202	30-7447	Crosscreek 3	420-40 72 By-Pass NW	Greenwood	SC		Greenwood	CCI
203	40-8118	Wynnsong 10	2456 Central Avenue	Billings	MT		Yellowstone	CCI
204	40-8130	Ellen 1	17 West Main	Bozeman	MT		Gallatin	CCI
205	40-8135	Rialto 1	10 West Main	Bozeman	MT		Gallatin	CCI
206	40-8140	Plaza 6	3100 Harrison Avenue	Butte	MT		Silver Bow	CCI
207	40-8143	Carmike 10	1601 Marketplace	Great Falls	MT		Cascade	CCI

3406571

SCHEDULE 1-D

TRADEMARK
REEL: 002823 FRAME: 0745

	THEATRE #	THEATRE NAME	ADDRESS	CITY	ST	ZIP	COUNTY	LESSEE
			Drive Suite 75					
208	40-8145	Cine 4		Great Falls	MT		Cascade	CCI
209	40-8175	Cine 3	3601 Brooks	Missoula	MT		Missoula	CCI
210	40-8180	Village 6	3804 S Reserve	Missoula	MT		Missoula	CCI
211	40-8235	University 4	120 N Farm Road	Moscow	ID		Latah	CCI
212	40-8240	Alameda 3	1010 Yellowstone	Pocatello	ID		Bannock/Pow	CCI
213	40-8260	Petite 4	2002 Mall Street	Collinsville	IL		Madison/St. C	CCI
214	40-8325	Mall of the Bluffs 5		Council Bluffs	IA			CCI
215	40-8355	Southridge 12	6720 SE 14 th Street	Des Moines	IA		Polk	CCI
216	40-8370	Cinema Center 8	75 J.F. Kennedy Road	Dubuque	IA		Dubuque	CCI
217	40-8390	Plaza 2		Sioux City	IA		Woodbury	CCI
218	40-8397	Southern Hills 12	4400 Sergeant Road	Sioux City	IA		Woodbury	CCI
219	40-8430	Mall 4		Mankato	MN		Blue Earth/Nicolle †	CCI
220	40-8445	Apache 4		Rochester	MN		Olmstead	CCI
221	40-8500	Connestoga 4	3404 W 13 th Street	Grand Island	NE		Hall	CCI
222	40-8505	Island 2	2228 N Webb Road	Grand Island	NE		Hall	CCI
223	40-8515	Hilltop 4	5037 2 nd Avenue	Kearney	NE		Buffalo	CCI
224	40-8560	Cine 3	Highway 22 & I-94, Prairie Hills Mall	Dickinson	ND		Stark	CCI
225	40-8561	Cine N 7	2400 10 th Street SW	Minot	ND		Ward	CCI
226	40-8565	Cine S 5	2400 10 th Street SW	Minot	ND		Ward	CCI
227	40-8580	Cache Valley 3		Logan	UT			CCI
228	40-8583	Carmike 12 (MOVIE PLEX)	1331 N Center Parkway	Kennewick	WA		Benton	CCI
229	40-8630	Valley 6	4400 Highway 16	Lacrosse	WI		LaCrosse	CCI
230	40-8745	Copper 5	1703 West	Houghton	MI		Beaver	CCI

	THEATRE #	THEATRE NAME	ADDRESS	CITY	ST	ZIP	COUNTY	LESSEE
			Memorial Drive					
231	07-0174	Carmike 12	1575 Lexington Road	Athens	GA		Clarke	ETI
232	07-0831	Carmike 6	2400 N Columbia Street #39	Milledgeville	GA		Baldwin	ETI
233	07-0901	Carmike 12	1905 Scenic Highway	Snellville	GA		Gwinnett	ETI
234	07-6028	Carmike 10	299-I Swannanoa River Road	Asheville	NC		Buncombe	ETI
235	07-6039	Carmike 8	2705 N Main Street	High Point	NC		Guilford	ETI
236	07-6075	Willowdale 8	Horton Road	Durham	NC		Durham	ETI
237	07-7026	Central City 10	909 Higdon Ferry Road	Hot Springs	AR		Garland	ETI
238	07-7032	Sugar Creek 10	#10 Sugar Creek Center	Belle Vista	AR		Benton	ETI
239	07-8958	Carmike 12	4925 N Edgewood Drive	Provo	UT		Utah	CCI
240	19-8995	Rushmore 7	350 East Disk	Rapid City	SD		Pennington	CCI
241	07-5543	Carmike 20	3800 E. Dupont	Fort Wayne	IN		Allen	CCI

Warehouses

	Warehouse Name	Address	City	State	ZIP	County
1	Weathers Warehouse	928 Ninth Avenue	Columbus	GA	31901	Muscogee
2	Weathers Warehouse	900 Tenth Avenue	Columbus	GA	31901	Muscogee
3	Hooten Building Warehouse	2900 Fourth Avenue	Columbus	GA	31904	Muscogee
4	Fourth Avenue Warehouse	2920 Fourth Avenue	Columbus	GA	31904	Muscogee
5	Carmike 8	1121 Gillionville Rd	Albany	GA	31706	Dougherty
6	Georgia Square 7	2414 Sylvester Rd	Albany	GA	31706	Dougherty
7	Bibb Warehouse	3715 First Avenue	Columbus	GA	31901	Muscogee County

Office Locations

	Address	City	State	ZIP	County
1	1301 First Avenue	Columbus	GA	31901	Muscogee

3406571

SCHEDULE 1-D

RECORDED: 03/30/2004

TRADEMARK
REEL: 002823 FRAME: 0748