

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Berklinc, LLC		11/03/2004	limited liability company: DELAWARE

RECEIVING PARTY DATA	
Name:	Goldman Sachs Credit Partners L.P.
Street Address:	85 Broad Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	LIMITED PARTNERSHIP:

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2313924	RELAX AMERICA
Registration Number:	1932301	MOTION WORKS
Registration Number:	1363686	COMFORT GALLERY
Registration Number:	892025	FEATHER-GLIDE
Registration Number:	995287	B BERKLINE
Registration Number:	2353516	WHISPER MASSAGE
Serial Number:	78279034	SILVER SCREEN
Registration Number:	2772957	FEEL GOOD
Registration Number:	2552185	A NEW ATTITUDE IN RECLINERS
Registration Number:	2492491	IF ANYONE DESERVES IT, YOU DO
Registration Number:	2180002	ROOMSOLUTIONS
Registration Number:	1687892	COMFORT REST
Registration Number:	1461937	TOUCH-MOTION
Registration Number:	1093015	LIV-IN-ROOM

OP \$415.00 2313924

Registration Number:	1164671	WALLAWAY
Registration Number:	2309120	AS COMFORTABLE AS IT GETS.

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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ATTORNEY DOCKET NUMBER:	022411-0333
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NAME OF SUBMITTER:	Rhonda DeLeon
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Total Attachments: 61
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PLEDGE AND SECURITY AGREEMENT

dated as of November 3, 2004

between

EACH OF THE GRANTORS PARTY HERETO

and

GOLDMAN SACHS CREDIT PARTNERS L.P.,

as Collateral Agent

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This PLEDGE AND SECURITY AGREEMENT, dated as of November 3, 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 Goldman Sachs Credit Partners L.P., 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 Second Lien 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 "Credit Agreement"), by and among BERKLINE/BENCHCRAFT, LLC, a Delaware limited liability company ("Company"), BERKLINE/BENCHCRAFT HOLDINGS, LLC, a Delaware limited liability company, CERTAIN SUBSIDIARIES OF COMPANY, as Guarantors, the Lenders party thereto from time to time (the "Lenders"), GOLDMAN SACHS CREDIT PARTY L.P., as Syndication Agent and as Collateral Agent;

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

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

WHEREAS, as of the date hereof, Grantors have also entered into (a) that certain Credit and Guaranty Agreement, dated as of the date hereof (as may be amended, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), by and among the Grantors, the lenders party thereto from time to time, Goldman Sachs Credit Partners L.P., as syndication agent and General Electric Capital Corporation, as administrative agent and collateral agent (together with its permitted successors and assigns, in such capacity, the "First Lien Collateral Agent") and (b) that certain First Lien Pledge and Security Agreement, dated as of the date hereof (as may be amended, supplemented or otherwise modified from time to time, the "First Lien Security Agreement"), by and between each of the Grantors and the First Lien Collateral Agent, pursuant to which each Grantor has granted a first priority Lien to the First Lien Collateral Agent for the benefit of the holders of First Lien Obligations (as defined in the Intercreditor Agreement referred to below) on the Collateral to secure such Grantor's obligations under the Credit Documents (as defined in the First Lien Credit Agreement);

WHEREAS, Company, the First Lien Collateral Agent and the Collateral Agent have entered into an Intercreditor Agreement, dated as of the date hereof (as may be amended, supplemented or otherwise from time to time, the "Intercreditor 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; INTERPRETATION.

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.

"Additional Grantors" shall have the meaning assigned in Section 5.3.

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

"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.

"Capital Lease" means, as applied to any Person, any lease of any property (whether real, personal or mixed) by that Person as lessee that, in conformity with GAAP, is or should be accounted for as a capital lease on the balance sheet of that Person.

"Cash Proceeds" shall have the meaning assigned in Section 7.7.

"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 recitals.

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

"Copyrights" shall mean all United States, and foreign registered copyrights (including European Community designs), 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), 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.

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

"Deposit Accounts" (i) shall mean all "deposit accounts" as defined in Article 9 of the UCC, excluding any foreign accounts, payroll accounts or employee trust accounts, 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.

"Excluded Property" shall have the meaning assigned in Section 2.2.

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

"First Lien Credit Agreement" shall have the meaning set forth in the recitals.

"First Lien Security Agreement" 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.

"Indemnitee" shall mean the Collateral Agent, and its and its Affiliates' officers, partners, directors, trustees, employees, agents.

"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 Patents, the Patent Licenses, the Trademarks, the Trademark Licenses, the Trade Secrets, and the Trade Secret Licenses.

"Intercreditor Agreement" shall have the meaning set forth in the recitals.

"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.

"Lender" 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.

"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.

"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 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.

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

"Secured Parties" shall mean the Agents, Lenders and the Lender Counterparties and shall include, without limitation, all former Agents, Lenders and Lender Counterparties to the extent that any Obligations owing to such Persons were incurred while such Persons were Agents, 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.

"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 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 Credit Agreement, the Credit Agreement shall govern. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement 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. 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 as set forth on Schedule 4.8, as such schedule may be amended or supplemented from time to time;
- (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 term "Collateral" include or the security interest granted under Section 2.1 hereof attach 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; or (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 to any Grantor, 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 (all such property excluded from the definition of "Collateral" under this Section 2.2 shall be referred to as "Excluded Property"). Notwithstanding anything contained herein to the contrary, the Grantors shall not be required to take any actions with respect to Excluded Property.

2.3 Lien Subordination. Notwithstanding anything herein to the contrary, it is the understanding of the parties that the Liens granted pursuant to Section 2.1 herein shall, prior to the Discharge of First Lien Obligations (as defined in the Intercreditor Agreement), be subject and subordinate to the Liens granted to the First Lien Collateral Agent for the benefit of the holders of the First Lien Obligations to secure the First Lien Obligations pursuant to the First Lien Security Agreement. All other rights and remedies of the Collateral Agent and the other Secured Parties are further subject to the provisions of the Intercreditor Agreement.

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 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:

(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 Permitted Liens, liens based on UCC financing statements for which termination statements have been delivered to the Collateral Agent and filings which have not been authorized by the applicable Grantor;

(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, if any, 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) (as such schedule may be amended or supplemented from time to time), 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) 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, 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) (as such schedule may be amended or supplemented from time to time) and Schedule 4.1(B) (as such schedule may be amended or supplemented from time to time) the information required pursuant to Section 4.1(a)(ii), (iii) and (iv) with respect to the debtor under each such agreement;

(vii) (a) upon the timely and proper 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, (b) upon delivery of all Instruments, Chattel Paper and certificated Pledged Equity Interests and Pledged Debt to the First Lien Collateral Agent or the Collateral Agent in accordance with the Intercreditor Agreement, (c) upon sufficient identification of Commercial Tort Claims in this Agreement, (d) upon execution of a control agreement establishing the Collateral Agent's "control" (within the meaning of Section 9-806, 9-106 or 9-104 of the UCC, as applicable) with respect to any Investment Account, (e) upon consent of the issuer with respect to Letter of Credit Rights pursuant to Section 5-114(c) of the UCC, and (f) to the extent not subject to Article 9 of the UCC, and to the extent such security interests can be perfected by such filing or other action, 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 first priority Liens (subject in the case of priority only to Permitted Liens and to the rights of the United States government (including any agency or department thereof) with respect to United States government Receivables) on all of the Collateral (other than (A) Intellectual Property the perfection of a security interest in which requires a filing outside the United States, (B) Pledged Equity Interests issued by an issuer organized outside the laws of any state or district of the United States (other than Canada) the perfection of a security interest in which requires action to be taken outside the United States or Canada as applicable and (C) Collateral that constitutes equipment subject to certificate of title statute, farm products, as extracted collateral and cash not to be deposited in a Deposit Account);

(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, no effective UCC financing statement, fixture filing or other instrument similar in effect under any applicable law covering all or any part of the Collateral is on file in any filing or recording office except for (x) financing statements for which proper termination statements have been delivered to the Collateral Agent for filing, (y) financing statements filed in connection with Permitted Liens and (z) financing statements which have not been authorized by the applicable Grantor;

(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, (B) as may be required, in connection with the disposition of any Investment Related Property, by laws generally affecting the offering and sale of Securities and (C) such other actions required outside of the United States with respect to entities organized under the laws outside of any state or district of the United States;

(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; and

(xiv) 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) (as such schedule may be amended or supplemented from time to time) solely under the laws of the jurisdiction as set forth opposite such Grantor's name on Schedule 4.1(A) (as such schedule may be amended or supplemented from time to time) and remains duly existing as such. Such Grantor has not filed any certificates of domestication, transfer or continuance in any other jurisdiction.

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

(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 Permitted Liens; and such Grantors shall take all action to release UCC financing statements filed against the Collateral that do not reflect Permitted Liens;

(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, identity, corporate structure (e.g., by merger, consolidation, change in corporate form or otherwise) sole place of business (or principal residence if such Grantor is a natural person), chief executive office, type of organization, organizational form 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 thirty (30) days prior to any such change or establishment, identifying such new proposed name, identity, corporate structure, sole place of business (or principal residence if such Grantor is a natural person), chief executive office, jurisdiction of

organization 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 or any portion thereof;

(v) it shall not take or permit any action which could materially impair the Collateral Agent's rights in the Collateral; and

(vi) it shall not sell, transfer or assign (by operation of law or otherwise) any Collateral except as otherwise in accordance with the Credit Agreement.

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 (except for Equipment and Inventory in transit, Equipment absent for repair and replacement in the ordinary course of business, Inventory sent to third party processors and Inventory having an aggregate value of less than \$250,000 at any one time) included in the Collateral is kept for the past four (4) years only at the locations specified in Schedule 4.2 (as such schedule may be amended or supplemented from time to time);

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

(iii) except as set forth on Schedule 4.2(a)(iii), none of the Inventory or Equipment in excess of \$250,000 in the aggregate at any time 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) (except as set forth on Schedule 4.2(b)(i) and except for Equipment and Inventory in transit, Equipment absent for repair and replacement in the ordinary course of business, Inventory sent to third party processors and Inventory having an aggregate value of less than \$250,000 in the aggregate at any one time) 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) unless it shall have (a) notified the Collateral Agent in writing, by executing and delivering to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all

Supplements to Schedules thereto, at least thirty (30) days prior to any change in locations, identifying such new locations and providing such other information in connection therewith as the Collateral Agent may reasonably request and (b) taken all actions reasonably 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 other than in the ordinary course of business as generally conducted by it on or prior to the date hereof;

(iv) if any Equipment or Inventory is in possession or control of any third party, each Grantor shall join with the Collateral Agent in notifying the third party of the Collateral Agent's security interest and obtaining an acknowledgment from the third party that it is holding the Equipment and Inventory for the benefit of the Collateral Agent (except for Equipment and Inventory in transit, Equipment absent for repair and replacement in the ordinary course of business, Inventory sent to third party processors and Inventory having an aggregate value of less than \$250,000 in the aggregate at any one time); and

(v) with respect to any item of Equipment which is covered by a certificate of title under a statute of any jurisdiction under the law of which indication of a security interest on such certificate is required as a condition of perfection thereof, upon the reasonable request of the Collateral Agent, (A) provide information with respect to any such Equipment in excess of \$250,000 individually or \$500,000 in the aggregate, (B) execute and file with the registrar of motor vehicles or other appropriate authority in such jurisdiction an application or other document requesting the notation or other indication of the security interest created hereunder on such certificate of title, and (C) deliver to the Collateral Agent copies of all such applications or other documents filed during such calendar quarter and copies of all such certificates of title issued during such calendar quarter indicating the security interest created hereunder in the items of Equipment covered thereby.

4.3 Receivables.

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

(i) each Receivable (a) is and will be the legal, valid and binding obligation of the Account Debtor in respect thereof, representing an unsatisfied obligation of such Account Debtor, (b) is and will be enforceable in accordance with its terms, (c) is not and will not be subject to any setoffs, defenses, taxes, counterclaims (except with respect to refunds, returns and allowances in the ordinary course of business with respect to damaged merchandise) and (d) is and will be in compliance with all

applicable laws, whether federal, state, local or foreign, in each case except for such violation that could not reasonably be expected to cause, either in any individual case or in the aggregate, a Material Adverse Effect;

(ii) none of the Account Debtors in respect of any Receivable in excess of \$250,000 individually or \$500,000 in the aggregate is the government of the United States, any agency or instrumentality thereof, any state or municipality or any foreign sovereign. No Receivable in excess of \$250,000 individually or \$500,000 in the aggregate requires the consent of the Account Debtor in respect thereof in connection with the pledge hereunder, except any consent which has been obtained; and

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

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

(i) it shall keep and maintain at its own cost and expense satisfactory and complete records of the Receivables in accordance with GAAP;

(ii) it shall mark conspicuously, in form and manner reasonably satisfactory to the Collateral Agent, all Chattel Paper, Instruments and other evidence of Receivables (other than any delivered to the Collateral Agent as provided herein) in excess of \$250,000 individually or \$500,000 in the aggregate, as well as the Receivables Records with an appropriate reference to the fact that the Collateral Agent has a security interest therein;

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

(iv) it shall not amend, modify, terminate or waive any provision of any Receivable in any manner which could reasonably be expected to have a Material Adverse Effect. Other than in the ordinary course of business as generally conducted by it on and prior to the date hereof, and except as otherwise provided in subsection (v) below, following an Event of Default, such Grantor shall not (w) grant any extension or renewal of the time of payment of any Receivable in excess of \$250,000, (x) compromise or settle any dispute, claim or legal proceeding with respect to any Receivable in excess of \$250,000 for less than the total unpaid balance thereof, (y) release, wholly or partially, any Person liable for the payment thereof, or (z) allow any credit or discount thereon;

(v) except as otherwise provided in this subsection, each Grantor shall continue to collect all material amounts due or to become due to such Grantor under the Receivables and any Supporting Obligation and diligently exercise each material right it may have under any Receivable any Supporting Obligation or Collateral Support, in each case, at its own expense, and in connection with such collections and exercise, such Grantor shall take such action as such Grantor may deem necessary or advisable. At any time following the occurrence and during the continuation of an Event of Default, the Collateral Agent may, subject to the terms of the Intercreditor Agreement: (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 (while the Collateral Agent is then in compliance with the Intercreditor Agreement) 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 material Supporting Obligation or Collateral Support relating to any material Receivable.

(c) Delivery and Control of Receivables. With respect to any Receivables in excess of \$250,000 individually or \$500,000 in the aggregate that is evidenced by, or constitutes, Chattel Paper or Instruments, each Grantor shall cause each originally executed copy thereof to be delivered to the First Lien Collateral Agent or the Collateral Agent (or its respective agent or designee), as applicable, in accordance with the Intercreditor Agreement, appropriately indorsed to the First Lien Collateral Agent, the Collateral Agent or indorsed in blank: (i) with respect to any such Receivables in existence on the date hereof, on or prior to the date hereof and (ii) with respect to any such Receivables hereafter arising, within ten (10) days of such Grantor acquiring rights therein. With respect to any Receivables in excess of \$250,000 individually or \$500,000 in the aggregate which would constitute "electronic chattel paper" under Article 9 of the UCC, each Grantor shall 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. During the occurrence and continuance of an Event of Default, subject to the Intercreditor Agreement, any Receivable not otherwise required to be delivered or subjected to the control of the First Lien Collateral Agent or the Collateral Agent, as applicable, in accordance with this subsection (c) shall be delivered or subjected to such control upon request of the First Lien Collateral Agent or the Collateral Agent, as applicable, in accordance with the Intercreditor Agreement.

4.4 Investment Related Property.

4.4.1 Investment Related Property Generally

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

(i) in the event it acquires rights in any Investment Related Property required to be pledged hereunder with an aggregate value in excess of \$250,000 or if such Investment Related Property constitutes an item to be deposited for collection in the ordinary course of business 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 (pursuant to the terms of the Intercreditor Agreement) 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 such dividends, interest, distributions, securities or other property in trust for the benefit of the Collateral Agent (pursuant to the terms of the Intercreditor Agreement). Notwithstanding the foregoing, so long as no Event of Default shall have occurred and be continuing, each Grantor may 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 and principal;

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

(b) Delivery and Control.

(i) Each Grantor agrees that with respect to any Investment Related Property required to be pledged hereunder 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) immediately upon acquiring rights therein, in each case in form and substance reasonably satisfactory to the Collateral Agent. With respect to any Investment Related Property required to be pledged hereunder 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 First Lien Collateral Agent or the Collateral Agent, as applicable, in accordance with the Intercreditor Agreement, 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; provided, however, that the Grantor may deposit items for collection in the ordinary course of business, and the covenant continued herein shall not apply to "instruments" having an aggregate value of less than \$250,000. With respect to any Investment Related Property required to be pledged hereunder that is an "uncertificated security" for purposes of the UCC and does not represent equity interests in an entity organized under the laws of any jurisdiction outside of the United States or Canada (other than any "uncertificated securities" credited to a Securities Account), it shall cause the issuer of such uncertificated security to either (i) register the First Lien Collateral Agent (or the Collateral Agent if there has been a Discharge of the First Lien Obligations or as expressly provided in the proviso in clause (ii) of Section 3.1(a)(1) of the Intercreditor Agreement) as the registered owner thereof on the books and records of the issuer or (ii) use commercially reasonable efforts to cause the issuer of such uncertificated security to 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 Credit Agreement, each Grantor shall be entitled to exercise or refrain from exercising any and all voting and other consensual rights pertaining to the Investment Related Property or any part thereof for any purpose not inconsistent with the terms of this Agreement or the Credit Agreement; 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 Intercreditor Agreement, upon the occurrence and during the continuation of an Event of Default:

- (1) 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) 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) (as such schedule may be amended or supplemented from time to time), 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 Permitted Liens and 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), 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 priority status of the security interest of the Collateral Agent (in the case of priority, subject to Liens granted to the First Lien 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) none of the Pledged LLC Interests nor Pledged Partnership Interests 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(C) (as such schedule may be amended or supplemented from time to time), all of the Pledged LLC Interests and Pledged Partnership Interests are or represent interests in issuers that have opted to be treated as securities under the uniform commercial code of any jurisdiction.

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

(i) without the prior written consent of the First Lien Collateral Agent or the Collateral Agent, as applicable, in accordance with the Intercreditor 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 adversely affects rights of such Grantor with respect to any Investment Related Property or adversely affects the validity, perfection or priority of the Collateral Agent's security interest, (b) permit any issuer of any Pledged Equity Interest to issue 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 (except as otherwise permitted by the Credit Agreement), (c) other than as permitted under the Credit Agreement, permit any issuer of any Pledged Equity Interest to dispose of all or a material portion of their assets, (d) waive any default under or breach of any terms of organizational document relating to the issuer of any Pledged Equity Interest or the terms of any Pledged Debt unless such waiver could not reasonably be expected to have a Material Adverse Effect, or (e) cause any issuer of any Pledged Partnership Interests or Pledged LLC Interests which are not securities (for purposes of the UCC) on the date hereof to elect or otherwise take any action to cause such Pledged Partnership Interests or Pledged LLC Interests to be treated as securities for purposes of the 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 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 rights with respect to any material Investment Related Property;

(iii) except as permitted by the Credit Agreement, without the prior written consent of the First Lien Collateral Agent or the Collateral Agent, as applicable, in accordance with the Intercreditor 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 or other equity interests 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 equity interests 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 equity interests 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 of any Pledged Partnership Interest and any Pledged LLC Interest to the First Lien Collateral Agent or the Collateral Agent (or its respective nominee), as applicable, in accordance with the Intercreditor Agreement

following an Event of Default and to the substitution of the First Lien Collateral Agent or the Collateral Agent (or its respective nominee), as applicable, in accordance with the Intercreditor Agreement, as a partner in any partnership or as a member in any limited liability company with all the rights and powers related thereto; provided however that no Grantor shall be required to cause the registration of any Pledged Equity Interests under any securities laws.

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 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 is not in default, the violation of which could not reasonably be expected to have a Material Adverse Effect and constitutes all of the issued and outstanding inter-company Indebtedness;

(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 such Grantor has not consented to, and is not otherwise aware of, any Person (other than the Collateral Agent pursuant hereto or the First Lien Collateral Agent pursuant to the First Lien Security Agreement) having "control" (within the meanings of Sections 8-106 and 9-106 of the UCC) over, any such Securities Account or Commodity Account;

(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 in which each Grantor has an interest. Each Grantor is the sole account holder of each such Deposit Account and such Grantor has not consented to, and is not otherwise aware of, any Person (other than the Collateral Agent pursuant hereto or the First Lien Collateral Agent pursuant to the First Lien Security Agreement) having "control" (within the meanings of Section 9-104 of the UCC) over any such Deposit Account; and

(iii) Unless otherwise in accordance with the Credit Agreement, each Grantor has taken all actions necessary or desirable, 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, Securities Accounts, Securities Entitlements or Commodities Accounts (other than Securities Accounts, Securities Entitlements or Commodities Accounts when aggregated together with other Securities Accounts, Commodities Accounts and Deposit Accounts not otherwise subject to the control of the Collateral Agent having less than \$25,000 outstanding balance in the aggregate at any time) (each as defined in the UCC); and (b) establish the Collateral Agent's "control" (within the meaning of Section 9-104 of the UCC) over all Deposit Accounts (other than Securities Accounts or Commodities Accounts when aggregated together with other Securities Accounts, Commodities Accounts and Deposit Accounts not otherwise subject to the control of the Collateral Agent having less than \$25,000 outstanding balance in the aggregate at any time).

(b) Covenant and 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 (other than Securities Accounts or Commodities Accounts or Deposit Account when aggregated together with other such accounts not subject to the control of the Collateral Agent having less than \$25,000 outstanding balance in the aggregate at any time) without the prior consent of the Collateral Agent unless the funds contained in such Investment Account are transferred to another Investment Account over which the Collateral Agent has control or 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).

(c) Delivery and Control

(i) Unless otherwise in accordance with the Credit Agreement, with respect to any Investment Related Property consisting of Securities Accounts (other than Securities Account or Commodities Account or Deposit Account when aggregated together with other such accounts not subject to the control of the Collateral Agent having less than \$25,000 outstanding balance in the aggregate at any time) 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 or as otherwise agreed to by the Collateral Agent pursuant to which it shall agree to comply with the Collateral Agent's "entitlement orders" without further consent by such Grantor. With respect to any Investment Related Property that is a "Deposit Account," (other than any Deposit Accounts when aggregated together with other Securities Accounts, Commodities Accounts and Deposit Accounts not subject to the control of the Collateral Agent having less than \$25,000 outstanding balance in the aggregate at any time) it shall cause the depository institution maintaining such account to enter into an agreement substantially in the form of Exhibit D hereto or as otherwise agreed to by the Collateral Agent, pursuant to which the Collateral Agent shall have "control" (within the meaning of Section 9-104 of the UCC) over such Deposit Account. Unless otherwise in accordance with the Credit Agreement, each Grantor shall have entered into such control agreement or agreements with respect to: (i) any Securities Accounts, Commodities Accounts, Securities Entitlements or Deposit Accounts (other

than any Securities Account or Commodities Account or Deposit Account when aggregated together with other such accounts not subject to the control of the Collateral Agent having less than \$25,000 outstanding balance in the aggregate at any time) that exist on the Credit Date, as of or prior to the Credit Date and (ii) any Securities Accounts, Commodities Accounts, Securities Entitlements or Deposit Accounts (other than any Securities Account or Commodities Account or Deposit Account when aggregated together with other such accounts not subject to the control of the Collateral Agent having less than \$25,000 outstanding balance in the aggregate at any time) 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, Commodities Accounts, or Deposit Accounts.

In addition to the foregoing, if any issuer of any Investment Related Property is located in a jurisdiction outside of the United States, upon the occurrence and during the continuance of an Event of Default, 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, it being understood that this covenant shall not apply to Excluded Property. Upon the occurrence of an Event of Default, the Collateral Agent shall have the right, subject to the Intercreditor Agreement, without notice to any Grantor, to transfer all or any portion of the Investment Related Property required to be pledged hereunder to its name or the name of its nominee or agent. In addition, upon the occurrence and during the continuance of an Event of Default, the Collateral Agent shall have the right at any time, subject to the Intercreditor Agreement, without notice to any Grantor, to exchange any certificates or instruments representing any Investment Related Property for certificates or instruments of smaller or larger denominations.

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 is listed on Schedule 4.6 (as such schedule may be amended or supplemented from time to time) hereto; and

(ii) it has obtained the consent of each issuer of any material letter of credit to the assignment of the proceeds of the letter of credit to the First Lien Collateral Agent or the Collateral Agent, as applicable, in accordance with the Intercreditor Agreement.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that with respect to any material letter of credit hereafter arising it shall obtain the consent of the issuer thereof to the assignment of the proceeds of the letter of credit to the First Lien Collateral Agent or the Collateral Agent, as applicable, in accordance with the Intercreditor Agreement, 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 material 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 and Trade Secret Licenses 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, or alternatively has the right to use, 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 material Intellectual Property used in or necessary to conduct its business, free and clear of all Liens, claims, encumbrances and licenses, except for 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 material 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 each and every registration and application of Copyrights, Patents and Trademarks necessary to conduct its business is, to the best of each Grantor's knowledge, in full force and effect;

(iv) all material 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;

(v) all registrations and applications for Copyrights, Patents and Trademarks 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 (other than another Grantor) 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) each Grantor has been using appropriate statutory notice of registration in connection with its use of material registered Trademarks, proper marking practices in connection with the use of material Patents, and appropriate notice of copyright in connection with the publication of registered Copyrights material to the business of such Grantor;

(vii) each Grantor uses adequate standards of quality in the manufacture, distribution, and sale of all products sold and in the provision of all services rendered under or in connection with all material Trademarks and has taken all actions reasonably necessary to insure that all licensees of the Trademarks owned by such Grantor use such adequate standards of quality;

(viii) to the knowledge of the Grantor, 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; 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;

(ix) to the best of each Grantor's knowledge, no third party is infringing upon or otherwise violating any rights in any material Intellectual Property owned or used by such Grantor, or any of its respective licensees;

(x) 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; and

(xi) other than in the ordinary course of business or to a Credit Party, since the Closing Date each Grantor has not made a previous assignment, sale, transfer or agreement constituting a present or future assignment, sale, transfer or agreement of any Intellectual Property that has not been terminated or released. Except as is permitted under the Credit Agreement, there is no effective financing statement or other document or instrument now executed, or on file or recorded in any public office, granting a security interest in or otherwise encumbering any part of the Intellectual Property, other than in favor of the Collateral Agent or the First Lien Collateral Agent.

(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 not, with respect to any Trademarks which are material to the business of any Grantor, cease the use of any of such Trademarks or fail to maintain the level of the quality of products sold and services rendered under any of such Trademark at a level at least substantially consistent with the quality of such products and services as of the date hereof, and each Grantor shall take all commercially reasonable steps necessary to insure that licensees of such Trademarks use such consistent standards of quality;

(iii) it shall promptly (but in no event more than sixty (60) days after any Grantor obtains knowledge thereof) 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 including, but not limited to, those items on Schedule 4.7(A), (C) and (E) (as each may be amended or supplemented from time to time);

(v) in the event that any material Intellectual Property owned by or exclusively licensed to any Grantor is infringed, misappropriated, or diluted by a third party, such Grantor shall promptly (but in no event more than sixty (60) days after any Grantor obtains knowledge thereof) 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 sixty (60) 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, subject to the Intercreditor Agreement, 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 the Intellectual Property, whether now owned or hereafter acquired;

(viii) except with the prior consent of the Collateral Agent or as permitted under the Credit Agreement, each Grantor shall not execute, and there will not be on file in any public office, any financing statement or other document or instruments, except financing statements or other documents or instruments filed or to be filed in favor of the First Lien Collateral Agent and the 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 Permitted Liens and licenses granted in the ordinary course of business;

(ix) it shall hereafter use commercially reasonable efforts so as not to permit the inclusion in any contract to which it hereafter becomes a party of any provision that could or might in any way materially impair or prevent the creation of a security interest in, or the assignment of, such Grantor's rights and interests in any property included within the definitions of any Intellectual Property acquired under such contracts;

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

(xi) it shall use proper statutory notice in connection with its use of any material Intellectual Property; and

(xii) it shall promptly (but in no event more than sixty (60) days) of the creation or acquisition of any Copyrightable work which is material to the business of Grantor in the United States, apply to register the Copyright in the United States Copyright Office, provided, however, that the Company may, in its prudent business judgment, decide that it shall not apply to register such Copyright in the United States Copyright Office.

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 Schedule 4.8 (as such schedule may be amended or supplemented from time to time) sets forth all Commercial Tort Claims of each Grantor in excess of \$250,000 individually or \$1,000,000 in the aggregate; and

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that with respect to any Commercial Tort Claim in excess of \$250,000 individually or \$1,000,000 in the aggregate hereafter arising 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 [Reserved].

5.2 Further Assurances.

(a) Each Grantor agrees that from time to time, at the expense of such Grantor, that it shall promptly execute and deliver all further instruments and documents, and take all further action, that may be reasonably necessary or desirable, or that the Collateral Agent may reasonably request (such request, in all events, shall not be in contravention of the Intercreditor Agreement), 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 such other agreements, instruments, endorsements, powers of attorney or notices, as may be reasonably 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 reasonably necessary to ensure the recordation in the United States 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, upon the occurrence

and continuation of an Event of Default and upon notice by the Collateral Agent, the foreign counterparts on any of the foregoing;

(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 material part of the Collateral; and

(iv) at any reasonable time, upon request by the Collateral Agent, allow inspection of the Collateral by the Collateral Agent, or persons designated by the Collateral Agent.

(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 reasonably 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." 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 this Agreement after obtaining such Grantor's approval of or signature to such modification by amending Schedule 4.7 (as such schedule may be amended or supplemented from time to time) 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.

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

SECTION 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 (such appointment to cease upon the payment in full of all the Secured Obligations (other than contingent indemnification obligations), the cancellation or termination of the Commitments and

the cancellation, expiration or cash collateralization of all outstanding Letters of Credit), with full authority in the place and stead of such Grantor and in the name of such Grantor, the Collateral Agent or otherwise, from time to time in the Collateral Agent's discretion to take any action and to execute any instrument that the Collateral Agent may deem reasonably necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, the following:

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

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

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

(d) upon the occurrence and during the continuance of any Event of Default, to file any claims or take any action or institute any proceedings that the Collateral Agent may deem necessary or 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) upon the occurrence and during the continuance of any Event of Default, to take or cause to be taken all actions necessary to perform or comply or cause performance or compliance with the terms of this Agreement, including, without limitation, access to pay or discharge taxes or Liens (other than 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, 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, bad faith, or willful misconduct.

SECTION 7. REMEDIES.

7.1 Generally.

(a) If any Event of Default shall have occurred and be continuing, the Collateral Agent (subject to the Intercreditor Agreement) may exercise in respect of the Collateral, in addition to all other rights and remedies provided for herein or otherwise available to it at law or in equity, all the rights and remedies of the Collateral Agent on default under the UCC (whether or not the UCC applies to the affected Collateral) 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 (subject to the Intercreditor Agreement) 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 reasonably 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 in its reasonable discretion 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 would 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. 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. 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, the Credit Agreement or 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 reasonable costs and expenses of such sale, collection or other realization, including reasonable compensation to the Collateral Agent and its agents and counsel, and all other reasonable 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, the Collateral Agent may, subject to the Intercreditor Agreement, 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. If the Collateral Agent determines to exercise its right to sell any or all of the Investment Related Property (while the Collateral Agent is then in compliance with the Intercreditor Agreement), 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 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, upon the occurrence and during the continuation of an Event of Default and subject to the Intercreditor Agreement:

(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 (other than Intellectual Property that is Excluded 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 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 (other than Intellectual Property that is Excluded Property);

(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; and

(iv) 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) 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 solely 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. Upon and during the continuation of an Event of Default, all proceeds of any Collateral received by any Grantor consisting of cash, checks and other non-cash items (collectively, "Cash Proceeds") shall be held by such Grantor in trust for the Collateral Agent, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, be turned over to the First Lien Collateral Agent or Collateral Agent, as applicable, in accordance with the Intercreditor Agreement, in the exact form received by such Grantor (duly indorsed by such Grantor to the Collateral Agent, if required) and held by the Collateral Agent in the Collateral Account. Any Cash Proceeds received by the Collateral Agent (whether from a Grantor or otherwise), then or at any time thereafter may be applied by the Collateral Agent against the Secured Obligations then due and owing in accordance with Section 7.2 hereof.

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 Credit Agreement and the Intercreditor Agreement; provided, the Collateral Agent shall, after payment in full of all Obligations under the Credit Agreement and the other Credit Documents, exercise, or refrain from exercising, any remedies provided for herein in accordance with the instructions of the holders of a majority of the aggregate notional amount (or, with respect to any Hedge Agreement that has been terminated in accordance with its terms, the amount then due and payable (exclusive of expenses and similar payments but including any early termination payments then due) under such Hedge Agreement) under all Hedge Agreements. 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 Secured Parties in accordance with the terms of this Section. Collateral Agent may resign at any time by giving thirty (30) days' prior written notice thereof to Lenders and the Grantors, and Collateral Agent may be removed at any time with or without cause by an instrument or concurrent instruments in writing delivered to the Grantors and Collateral Agent signed by the Requisite Lenders. Upon any such notice of resignation or any such removal, Requisite Lenders shall have the right, upon five (5) Business Days' notice to the Administrative Agent, to appoint a successor Collateral Agent. Upon the acceptance of any appointment as Collateral Agent hereunder by a successor Collateral Agent, that successor Collateral Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Collateral Agent under this Agreement, and the retiring or removed Collateral Agent under this Agreement shall promptly (i) transfer to such successor Collateral Agent all sums, Securities and other items of Collateral held hereunder, together with all records and other documents necessary or appropriate in connection with the performance of the duties of the successor Collateral Agent under this Agreement, and (ii) execute and deliver to such successor

Collateral Agent or otherwise authorize the filing of such amendments to financing statements, and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Collateral Agent of the security interests created hereunder, whereupon such retiring or removed Collateral Agent shall be discharged from its duties and obligations under this Agreement. After any retiring or removed Collateral Agent's resignation or removal hereunder as the Collateral Agent, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it under this Agreement while it was the Collateral Agent hereunder.

SECTION 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 (other than contingent indemnification obligations), 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 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 (other than contingent indemnification obligations), the security interest granted hereby shall terminate hereunder and of record and all rights to the Collateral shall revert to Grantors. Upon any such termination the Collateral Agent shall, at Grantors' expense, execute and deliver to Grantors such documents as Grantors shall reasonably request to evidence such termination. Upon any disposition of property permitted by this Agreement or the Credit Agreement, the Liens granted herein with respect to such property shall be deemed to be released with no further action on the part of any Person. The Collateral Agent shall, at the Grantor's expense, execute and deliver such documents as the Grantors shall reasonably request to evidence such release.

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, except where such failure or delay results from such person's gross negligence, bad faith, or willful misconduct, 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 as provided under Section 10.2 of the 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 Credit Agreement. No failure or delay on the part of the Collateral Agent in the exercise of any power, right or privilege hereunder or under any other Credit Document shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Agreement and the other Credit Documents are cumulative to, and not exclusive of, any rights or remedies otherwise available. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or would otherwise be within the limitations of, another covenant shall not avoid the occurrence of a Default or an Event of Default if such action is taken or condition exists. This Agreement shall be binding upon and inure to the benefit of the Collateral Agent and Grantors and their respective successors and assigns. No Grantor shall, without the prior written consent of the Collateral Agent given in accordance with the 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).

SECTION 12. GRANTORS' RIGHT TO AMEND AND SUPPLEMENT SCHEDULES; EFFECT ON REPRESENTATIONS AND WARRANTIES.

(a) Notwithstanding anything contained in any Credit Document, each of the Grantors shall have the right to deliver amended and/or supplemented schedules to the Collateral Agent to reflect any changes arising from any action permitted under the Credit Documents. Such amended and/or supplemented schedules shall automatically amend the existing schedules to this Agreement, which amendment and/or supplement to be effective on or as of the date specified by such Grantor with no further action on the part of any Person.

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.

BERKLINE/BENCHCRAFT, LLC

By: Larry R. Musick
Name: Larry R. Musick
Title: Executive VP Operations, CFO & Secretary

BERKLINE/BENCHCRAFT HOLDINGS, LLC

By: Larry R. Musick
Name: Larry R. Musick
Title: Executive VP Operations, CFO & Secretary

BERKLINE, LLC

By: Larry R. Musick
Name: Larry R. Musick
Title: Executive VP Operations, CFO & Secretary

BENCHCRAFT, LLC

By: Larry R. Musick
Name: Larry R. Musick
Title: VP & Secretary

**BENCHCRAFT INTERNATIONAL
SOURCING, INC.**

By: *Larry R. Musick*
Name: Larry R. Musick
Title: VP & Secretary

BERKLINE CANADA HOLDINGS, INC.

By: *Larry R. Musick*
Name: Larry R. Musick
Title: VP & Secretary

**BLUE MOUNTAIN TRUCKING
CORPORATION**

By: *Larry R. Musick*
Name: Larry R. Musick
Title: Executive VP Operations, CFO & Secretary

GOLDMAN SACHS CREDIT PARTNERS L.P.
as the Collateral Agent

By: 
Authorized Signatory

SCHEDULE 4.1
TO 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:

Full Legal Name	Type of Organization	Jurisdiction of Organization	Chief Executive Office	Organization ID #
Berkline/BenchCraft, LLC	LLC	Delaware	One Berkline Drive Morristown, TN 37813	3500928
Berkline Canada Holdings, Inc.	Corporation	Delaware	One Berkline Drive Morristown, TN 37813	348497
Berkline, LLC	LLC	Delaware	One Berkline Drive Morristown, TN 37813	3487375
BenchCraft, LLC	LLC	Delaware	Hwy 15 North Blue Mountain, MS 38610	3487366
Blue Mountain Trucking Corporation	Corporation	Mississippi	Hwy 15 North Blue Mountain, MS 38610	410962
Berkline/BenchCraft Holdings, LLC	LLC	Delaware	One Berkline Drive Morristown, TN 37813	3487372
BenchCraft International Sourcing, Inc.	Corporation	Delaware	One Berkline Drive Morristown, TN 37813	3111047

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

	<u>Trade Name or Fictitious Business Name</u>
<u>Full Legal Name</u>	<u>Name</u>
Berkline, LLC	Former Name: TBC Acquisition, LLC

BenchCraft, LLC

Former Name: BenchCraft Incorporated,
LLC

BenchCraft International Sourcing,
Inc.

Former Name: Lifestyle International
Sourcing, Inc.

- (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:

<u>Name of Grantor</u>	<u>Date of Change</u>	<u>Description of Change</u>
Berkline, LLC	3/26/02	Name change from TBC Acquisition, LLC
BenchCraft, LLC	3/12/02	Name change from BenchCraft Incorporated, LLC
BenchCraft International Sourcing, Inc.	1/14/03	Name change from Lifestyle International Sourcing, Inc.

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

<u>Name of Grantor</u>	<u>Description of Agreement</u>
Berkline/BenchCraft, LLC; Berkline/BenchCraft Holdings, LLC; Berkline, LLC ; BenchCraft, LLC; Berkline Canada Holdings, Inc.; Blue Mountain Trucking Corporation	Credit Agreement, dated March 26, 2002 with Congress Financial Corporation (Canada) as Canadian Agent and Wachovia Bank, National Association, as Agent
Berkline, LLC; BenchCraft LLC; Berkline/BenchCraft, LLC; Berkline Canada Holdings, Inc.; Berkline/BenchCraft Holdings, LLC; and Blue Mountain Trucking Corporation	Term Loan Agreement dated March 26, 2002, with BackBay Capital Funding LLC

- (E) Financing Statements:

Grantor	Filing Offices
1. Berkline/BenchCraft Holdings, LLC	Secretary of State of the State of Delaware
1. Berkline/BenchCraft, LLC	Secretary of State of the State of Delaware
2. Berkline Canada Holdings, Inc.	Secretary of State of the State of Delaware
3. Berkline, LLC	Secretary of State of the State of Delaware
4. BenchCraft, LLC	Secretary of State of the State of Delaware
5. BenchCraft International Sourcing, Inc.	Secretary of State of the State of Delaware
6. Blue Mountain Trucking Corporation	Secretary of State of the State of Mississippi

SCHEDULE 4.2
TO PLEDGE AND SECURITY AGREEMENT

Grantor	Address	County	Description of Assets
Berkline, LLC	Plant #1 Annex South Liberty Hill Road Morristown, TN 37813	Hamblen County	Storage of Machinery, Equipment and Inventory.
Berkline, LLC	Plant #1 One Berkline Drive Morristown, TN 37813	Hamblen County	Manufacturing of Inventory
Berkline, LLC	Factory Outlet 1551 East Morris Boulevard Morristown, TN 37813	Hamblen County	Retail Outlet
Berkline, LLC	Corporate Office One Berkline Drive Morristown, TN 37813	Hamblen County	Office Equipment
Berkline, LLC	Plant #2 140 Pope Road Morristown, TN 37813	Hamblen County	Manufacturing of Inventory
Berkline, LLC	Distribution Center One Distribution Drive Morristown, TN 37813	Hamblen County	Distribution Center
Berkline, LLC	Plant #3 3715 East Morris Boulevard Morristown, TN 37813	Hamblen County	Manufacturing of Inventory
Berkline, LLC	Plant #5 214 Industrial Park Drive Livingston, TN 38570	Overton County	Assembly and Upholstery of Inventory
Berkline, LLC	Plant #8 5901 Industrial Park Drive Lenoir City, TN 37771	Loudon County	Manufacturing of Inventory and Equipment and Machinery
BenchCraft, LLC	Woodcraft/Frames 781 County Road 549 Ripley, MS 38663	Tippah County	Manufacturing
Berkline, LLC	Plant #7 469 County Road 2878 Baldwyn, MS 38824	Lee County	Upholstered Furniture Manufacturing and Machinery and Equipment

SCHEDULE 4.2-1

TRADEMARK
REEL: 002974 FRAME: 0442

Grantor	Address	County	Description of Assets
BenchCraft, LLC	Showroom Outlet 703 Coley Tupelo, MS 38801	Lee County	Outlet
BenchCraft, LLC	18(A) Plant #3 -- B.M. Highway 15N Blue Mountain, MS 38610	Tippah County	Upholstered Furniture Manufacturing and Machinery and Equipment
BenchCraft, LLC	18(B) Polycraft/Knitting Center Highway 15N Blue Mountain, MS 38610	Tippah County	Foam Storage
BenchCraft, LLC	18(C) Blue Mountain Trucking Highway 15N Blue Mountain, MS 38610	Tippah County	Trucking Machinery and Equipment
BenchCraft, LLC	Plant # 10 Natural Elements 750 County Road 549 Ripley, MS 38663	Tippah County	Manufacturing
BenchCraft, LLC	Plant # 5 Ripley Upholstery 190 County Road 562 Ripley, MS 38663	Tippah County	Manufacturing
BenchCraft, LLC	Showroom 887, Mart 1 1355 Market Street San Francisco, CA 94103	San Francisco County	Showroom
Berkline, LLC	Showroom 6900 Airport Road Mississauga, Ontario, Canada		Showroom
Berkline, LLC	Alpha Warehouse 2675 Commerce Blvd Morristown, TN 37814	Hamblen County	Distribution Center
Berkline, LLC	Warehouse 10680 Anjou Parkway Anjou Quebec, Canada		Warehouse
Berkline, LLC	San Francisco Mart 1355 Market Street San Francisco, CA 94103	San Francisco County	Showroom
Berkline/BenchCraft, LLC	Warehouse 2052 East Economy Road Morristown, TN 37813	Hamblen County	Warehouse
Berkline/BenchCraft, LLC	High Point Showroom 211 East Commerce Avenue High Point, NC 27260	Guilford County	Combined Showroom

SCHEDULE 4.2-2

TRADEMARK
REEL: 002974 FRAME: 0443

SCHEDULE 4.4
TO 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
Berkline/BenchCraft, LLC	Berkline Canada Holdings, Inc.	Common	Yes	C-1	\$0.01	1,000	100%
Berkline Canada Holdings, Inc.	Berkline Inc.		Yes	NC-2	None	[22.75]	65%
BenchCraft, LLC	BenchCraft International Sourcing, Inc.	Common	Yes	C-3	\$0.01	100	100%
Berkline/BenchCraft, LLC	Blue Mountain Trucking, Inc.	Common	Yes	C-20	\$1.00	2,000	100%

Pledged LLC Interests:

Grantor	Limited Liability Company Issuer	Class of Units	Certificated (Y/N)	Stock Certificate No.	Par Value	No. of Pledged Units	% of Outstanding Units of the Unit Issuer
Berkline/BenchCraft Holdings, LLC	Berkline/BenchCraft, LLC	Common	Yes	C-1	None	100	100%
Berkline/BenchCraft, LLC	Berkline, LLC	Common	Yes	C-2	None	100	100%
Berkline/BenchCraft, LLC	BenchCraft, LLC	Common	Yes	C-1	None	100	100%

Pledged Partnership Interests:

Grantor	Partnership	Type of Partnership Interests (e.g., general or limited)	Certificated (Y/N)	Certificate No. (if any)	% of Outstanding Partnership Interests of the Partnership
None					

SCHEDULE 4.4-1

Pledged Trust Interests:

Grantor	Trust	Class of Trust Interests	Certificated (Y/N)	Certificate No. (if any)	% of Outstanding Trust Interests of the Trust
None.					

Pledged Debt:

Grantor	Issuer	Original Principal Amount	Outstanding Principal Balance	Issue Date	Maturity Date
Berkline/Bench Craft, LLC	Berkline Canada Holdings Inc.	Intercompany Note \$1,500,000			March 31, 2007
Berkline Canada Holdngs, Inc.	Berkline Canada Acquisition Inc. (now known as Berkline Inc.)	Intercompany Note \$2,000,000			March 31, 2007
Berkline/Bench Craft Holdings, LLC	Larry R. Musick	Promissory Note \$55,000		March 26, 2002	
Berkline/Bench Craft Holdings, LLC	C. William Wittenberg	Promissory Note \$55,000		March 26, 2002	
Berkline/Bench Craft Holdings, LLC	Dalthard M. Eckard	Promissory Note \$55,000		March 26, 2002	

Securities Account:

Grantor	Share of Securities Intermediary	Account Number	Account Name
None.			

Commodities Accounts:

Grantor	Name of Commodities Intermediary	Account Number	Account Name
None.			

Deposit Accounts:

Grantor	Name of Depository Bank	Account Name	Account Number
Berkline, LLC	First Tennessee Bank	Payroll Checking	0687405
Berkline, LLC	First Tennessee Bank	Petty Cash Checking	0288551
Berkline, LLC	Consumer Credit Union	Livingston Cash Account - - Petty Cash Checking Account	621 568223-119
Berkline, LLC	Wachovia Bank	Depository ZBA Account	20 8735-0073588
Berkline, LLC	Wachovia Bank	Lockbox Account	20 1868-0820069
Berkline/BenchCraft, LLC	First Union	Depository/Checking	2000014479117
Berkline/BenchCraft, LLC	Wachovia Bank	Disbursement	20 8732-0983504
Berkline, LLC	PNC Bank	Disbursement	1014311584
Berkline/BenchCraft, LLC	Wachovia Bank	Checking	20 8732-0983459
Berkline/BenchCraft, LLC	Wachovia Bank	Depository	208730-0983466
BenchCraft, LLC	The Peoples Bank	Lockbox Account	291277
BenchCraft, LLC	The Peoples Bank	Checking Account	304964
BenchCraft, LLC	The Peoples Bank	Checking Account	308536
BenchCraft, LLC	The Peoples Bank	Checking Account	292613
BenchCraft, LLC	The Peoples Bank	Checking Account	110760
BenchCraft, LLC	The Peoples Bank	Checking Account	291889
Blue Mountain Trucking Corporation	The Peoples Bank	Checking Account	298980
Blue Mountain Trucking Corporation	The Peoples Bank	Checking Account	110892
Blue Mountain Trucking Corporation	The Peoples Bank	Checking Account	290300

Grantor	Name of Depository Bank	Account Name	Account Number
BenchCraft, LLC	The Peoples Bank & Trust Company	Commercial Checking	0900172634
BenchCraft, LLC	Wachovia Bank	Depository ZBA Account	8737-007357
Berkline, LLC	First Tennessee Bank	Depository	102273106
BenchCraft, LLC	Bank of America	Savings	6055-81377-025

(B)

Name of Grantor	Date of Acquisition	Description of Acquisition
Berkline/BenchCraft Holdings, LLC	March 26, 2002	Asset Purchase Agreement between Berkline/BenchCraft Holdings, LLC, The Berkline Corporation, Universal Furniture Limited, Furnishings International Inc. and Lifestyle Furnishings International, Inc.

(C)

Name of Grantor	Name of Issuer of Pledged LLC Interest/Pledged Partnership Interest
None.	

SCHEDULE 4.6
TO PLEDGE AND SECURITY AGREEMENT

Name of Grantor

Description of Letters of Credit

BenchCraft, LLC

Issuing Bank	Beneficiary's Name	Type	LC#	Issue Date	Expiry Date	Outstanding Balance
Wachovia	PT (BIRAMA) Meubelindo	Commercial	CY419436	04/30/02	12/30/04	19,541.00
Wachovia	PT (Tulus) TRI Tunggal	Commercial	CY542102	04/29/03	11/26/04	66,189.79
Wachovia	PT ANITA VIRA ANDIKA	Commercial	IC558507H	8/23/04	12/31/04	72,780.00

SCHEDULE 4.7
TO PLEDGE AND SECURITY AGREEMENT

INTELLECTUAL PROPERTY

(A) Copyrights

Copyrights

Owner	Country	Title	Reg. No. and Date	Deposit/ Limitation
Berkline Corporation	U.S.	Put a little comfort in your life.	SRu473851 11/13/01	CD
Berkline Corporation	U.S.	Put a little comfort in your life	PAu2662029 11/13/01	CD

(B) Patents

Patents

Owner ¹	Title	Country	Patent No. Issue Date	Applic. No./ Filing Date
BENCHCRAFT PATENTS				
Benchcraft, LLC	Seat	U.S.	D487,978 04/06/04	158565 04/08/02
Benchcraft, LLC	Seat	U.S.	D470,674 02/25/03	158563 04/08/02
Benchcraft, LLC	Seat	U.S.	D470,671 02/25/03	158568 04/08/02
Benchcraft, LLC	Seat	U.S.	D468,545 01/14/03	158564 04/08/02
Benchcraft, LLC	Seat	U.S.	D449,463 10/23/01	121800 04/13/00
Benchcraft, LLC	Print indicia and address label sheet	U.S.	D448,404 09/25/01	122322 04/25/00
Benchcraft, LLC	Seat	U.S.	D441,979 05/15/01	122332 04/21/00

¹ Record owner in applicable government patent office.

Owner ¹	Title	Country	Patent No. Issue Date	Applic. No./ Filing Date
Benchcraft, LLC	Seat	U.S.	D441,552 05/08/01	132547 11/09/00
Benchcraft, LLC	Seat	U.S.	D402,818 12/22/98	067853 02/27/97
Benchcraft, LLC	Chair	U.S.	D400,719 11/10/98	067895 02/27/97
Benchcraft, LLC	Seat	U.S.	D400,024 10/27/98	067762 02/27/97
Benchcraft, LLC	Seat	U.S.	D383,325 09/09/97	033394 01/11/95
Benchcraft, LLC	Seat	U.S.	D382,720 08/26/97	054128 05/07/96
Benchcraft, LLC	Sofa	U.S.	D382,416 08/19/97	052050 03/22/96
Benchcraft, LLC	Sofa	U.S.	D381,527 07/29/97	053035 04/10/96
Benchcraft, LLC	Sofa	U.S.	D381,220 07/22/97	052102 03/22/96
Benchcraft, LLC	Sofa	U.S.	D381,219 07/22/97	052080 03/22/96
Benchcraft, LLC	Sofa	U.S.	D381,218 07/22/97	052051 03/22/96
Benchcraft, LLC	Sofa	U.S.	D380,912 07/15/97	044267 09/21/95
Benchcraft, LLC	Seat	U.S.	D379,723 06/10/97	043399 09/01/95
Benchcraft, LLC	Seat	U.S.	D379,565 06/03/97	043411 09/01/95
Benchcraft, LLC	Sofa	U.S.	D370,362 06/04/96	003194 01/05/93
Benchcraft, LLC	Seat	U.S.	D366,777 02/06/96	018915 02/17/94
Benchcraft, LLC	Sofa	U.S.	D365,940 01/09/96	011152 07/28/93
Benchcraft, LLC	Sofa	U.S.	D365,939 01/09/96	873084 04/22/92
Benchcraft, LLC	Sectional Sofa	U.S.	D365,450 12/26/95	011153 07/28/93
Benchcraft, LLC	Seat	U.S.	D365,215 12/19/95	018910 02/17/94
Benchcraft, LLC	Sectional Sofa	U.S.	D355,532 02/21/95	918387 07/21/92
Benchcraft, LLC	Recliner	U.S.	D351,509 10/18/94	918385 07/21/92

SCHEDULE 4.7-2

TRADEMARK
REEL: 002974 FRAME: 0450

Owner ¹	Title	Country	Patent No. Issue Date	Applic. No./ Filing Date
Benchcraft, LLC	Sofa	U.S.	D349,613 08/16/94	899657 06/16/92
Benchcraft, LLC	Sectional Sofa	U.S.	5,335,962 08/09/94	942594 09/09/92
Benchcraft, LLC	Seat	U.S.	D347,335 05/31/94	918384 07/21/92
Benchcraft, LLC	Seat	U.S.	D346,506 05/03/94	920222 07/24/92
Benchcraft, LLC	Seat	U.S.	D346,505 05/03/94	920212 07/24/92
Benchcraft, LLC	Sofa	U.S.	D344,862 03/08/94	904530 06/24/92
Benchcraft, LLC	Sofa	U.S.	D343,742 02/01/94	873081 04/22/92
Benchcraft, LLC	Sofa	U.S.	D336,386 06/15/93	438898 11/17/89
Benchcraft, LLC	Combined Sectional Sofa and Table Unit	U.S.	D332,879 02/02/93	447246 12/07/89
Benchcraft, LLC	Combined Sectional Sofa and Plural Table Unit	U.S.	D327,986 07/21/92	388358 08/02/89
Benchcraft, LLC	Sectional Sofa	U.S.	D327,373 06/30/92	380216 07/14/89
Benchcraft, LLC	Sofa	U.S.	D326,022 05/12/92	458799 12/28/89
Benchcraft, LLC	Seat	U.S.	D325,476 04/21/92	565416 08/09/90
Benchcraft, LLC	Sectional Sofa	U.S.	D312,926 12/18/90	140426 01/04/88
BERKLINE U.S. PATENTS				
TBC Acquisition, LLC	Chaise lounge recliner chair	U.S.	5,169,208 12/08/92	806125 12/12/91
TBC Acquisition, LLC	Electrical control unit for massaging apparatus	U.S.	D410,748 06/08/99	089538 6/17/98
TBC Acquisition, LLC	Sofa	U.S.	D374,132 10/01/96	039503 5/26/95
TBC Acquisition, LLC	Footrest mechanism shield	U.S.	D333,054 02/09/93	641110 01/14/91
Berkline Corp ² .	Chaise lounge recliner	U.S.	5,090,768 02/25/92	07/731.387 07/17/91

² This entity is a predecessor entity of Berkline/BenchCraft, LLC (the assets of this company were bought by Holdings in connection with the 2002 Asset Purchase Agreement with Universal Furniture Limited and Lifestyle Furnishings International).

Owner ¹	Title	Country	Patent No. Issue Date	Applic. No./ Filing Date
Berkline Corp.	Convertible sofa	U.S.	5,104,182 4/14/92	07/743,060 08/12/91
Berkline Corp.	Motorized recliner chair with release mechanism	U.S.	4,696,512 09/29/87	06/836,709 03/06/86
Berkline, LLC		U.S.		10/917,799 8/13/04
BERKLINE FOREIGN PATENTS				
Berkline Corporation ³	Seat Arm With Concealed Table	Canada	2071142 11/12/93	06/12/92
Berkline Corporation	Chaise Lounge Recliner Chair	Canada	2053696 09/26/95	10/18/91
Berkline Corporation	Convertible Sofa	Canada	2051744 05/31/94	09/18/91

(C) Patent Licenses

There are 2 Licenses with Leggett & Platt.

1-Provisional Patent on an Ottoman Recliner

2-License to use their Tri-Fold Sleeper Mechanism/Sofa Sleeper Deck with Welded Grid Panels. U.S. Patent No.5,414,871

(D) Trademarks

Trademarks

Owner ⁴	Mark	Country	Serial No./ Filing Date	Reg No./ Registered
BERKLINE U.S. TRADEMARKS				
Berkline, LLC	RELAX AMERICA	U.S.	75/589,289 11/16/98	2,313,924 02/01/00
Berkline, LLC	MOTION WORKS	U.S.	74/499,489 03/14/94	1,932,301 10/31/95
Berkline, LLC	COMFORT GALLERY	U.S.	73/531,177 04/08/85	1,363,686 10/01/85

³ This entity is a predecessor entity of Berkline/BenchCraft, LLC (the assets of this company were bought by Holdings in connection with the 2002 Asset Purchase Agreement with Universal Furniture Limited and Lifestyle Furnishings International.

⁴ Record owner in applicable government trademark office.

Owner ⁴	Mark	Country	Serial No./ Filing Date	Reg No./ Registered
Berkline, LLC	FEATHER GLIDE	U.S.	72/333,086 07/22/69	0,892,025 06/02/70
Berkline, LLC	B BERKLINE	U.S.	72/456,486 05/04/73	0,995,287 10/08/74
Berkline, LLC	WHISPER MASSAGE	U.S.	75/662,605 03/18/99	2,353,516 05/30/00
Berkline, LLC	SILVER SCREEN	U.S.	78/279,034 07/25/03	
Berkline, LLC	FEEL GOOD	U.S.	76/193,724 01/12/01	2,772,957 10/14/03
Berkline, LLC	A NEW ATTITUDE IN RECLINERS	U.S.	76/148,234 10/17/00	2,552,185 03/26/02
Berkline, LLC	IF ANYONE DESERVES IT, YOU DO	U.S.	76/132,774 09/21/00	2,492,491 09/25/01
Berkline, LLC	ROOMSOLUTIONS	U.S.	75/210,074 12/09/96	2,180,002 08/11/98
Berkline, LLC	COMFORT REST	U.S.	74/113,263 11/07/90	1,687,892 05/19/92
Berkline, LLC	TOUCH-MOTION	U.S.	73/641,443 01/27/87	1,461,937 10/20/87
Berkline, LLC	LIV-IN-ROOM	U.S.	73/112,562 01/17/77	1,093,015 06/06/78
Berkline, LLC	WALLAWAY	U.S.	73/260,001 05/20/80	1,164,671 08/11/81
Berkline, LLC	AS COMFORTABLE AS IT GETS.	U.S.	75/589,290 11/16/98	2,309,120 01/18/00
BENCHCRAFT U.S. TRADEMARKS				
Benchcraft, LLC	BC BENCHCRAFT	U.S.	74/662,679 04/17/95	2,014,506 11/05/96
Benchcraft, LLC	BENCHCRAFT	U.S.	73/717,469 03/18/88	1,531,265 03/21/89
Benchcraft, LLC	BC	U.S.	74/662,678 04/17/95	2,016,466 11/12/96
Benchcraft, LLC	BENCHCRAFT	U.S.	73/717,468 03/18/88	1,528,723 03/07/89
Benchcraft, LLC	POSTURE CRAFT	U.S.	73/704,928 01/11/88	1,519,853 01/10/89
Benchcraft, LLC	BENCHCRAFT	U.S.	73/426,948 05/23/83	1,292,920 09/04/84
Benchcraft, LLC	ZERO PROXIMITY	U.S.	73/625,577 10/16/86	1,441,238 06/02/87
Benchcraft, LLC	RECLINEABILITIES	U.S.	76/294,006 08/02/01	2,748,222 08/05/03

Owner ⁴	Mark	Country	Serial No./ Filing Date	Reg No./ Registered
Benchcraft, LLC	NATURAL ELEMENTS	U.S.	75/459,666 03/31/98	2,296,928 11/30/99
Benchcraft, LLC	FEATHERLUX	U.S.	74/443,136 10/01/93	1,924,640 10/03/95
Benchcraft, LLC	BENCHCRAFT	U.S.	73/629,186 11/07/86	1,444,177 06/23/87
Benchcraft, LLC	LINCOLN PARK	U.S.	75/278,625 04/21/97	2,235,079 03/23/99
Benchcraft, LLC	CHADWICK	U.S.	73/420,855 04/11/83	1,329,610 04/09/85
Benchcraft, LLC	BENCHXPRESS	U.S.	75/698,733 05/5/99	2,538,526 02/12/02
Benchcraft, LLC	ROOM PACKAGES	U.S.	74/365,243 03/08/93	1,899,876 06/13/95
Benchcraft, LLC	A DEVOTION TO MOTION	U.S.	73/515,473 12/28/84	1,349,437 07/16/85
Benchcraft, LLC	HIDDENLOUNGER	U.S.	73/656,421 04/20/87	1,465,505 11/17/87
BERKLINE FOREIGN TRADEMARKS				
Berkline, LLC	B BERKLINE & DESIGN	Argentina		1,725,426
Berkline, LLC	B BERKLINE & DESIGN	Bolivia		74134-C
Berkline, LLC	B BERKLINE	Brazil		819978418
Berkline, LLC	A NEW ATTITUDE IN RECLINERS	Canada	109943400 04/12/01	TMA595889 11/27/03
Berkline, LLC	IF ANYONE DESERVES IT, YOU DO	Canada	109675600 03/21/01	TMA590771 09/25/03
The Berkline Corporation	MOTION WORKS	Canada	0769651 11/29/94	TMA469235 01/21/97
Berkline, Inc.	ROCK-A-LOUNGER	Canada	028466100 09/21/64	TMA143879 02/11/66
Berkline, LLC	WHISPER MESSAGE	Canada	088972600 09/09/98	TMA54771 0706/01
Berkline, Inc.	COMFORT GALLERY	Canada	069926700 02/19/92	TMA406999 01/15/93
Berkline, Inc.	FEATHER-GLIDE	Canada	047212700 07/02/81	TMA270362 06/18/92
Berkline, Inc.	BERKLINE & DESIGN	Canada	036799100 08/21/73	TMA211046 01/06/76
Berkline, Inc.	BERKLINE	Canada	027906300 11/23/63	TMA135923 05/22/64

SCHEDULE 4.7-6

**TRADEMARK
REEL: 002974 FRAME: 0454**

Owner ⁴	Mark	Country	Serial No./ Filing Date	Reg No./ Registered
Berkline, LLC	FEEL GOOD	Canada	110919600 07/11/01	TMA590763 09/25/03
Berkline, Inc.	GALLERIE DU CONFORT	Canada	069926600 02/19/92	TMA410916 04/09/93
Berkline, LLC	B BERKLINE & DESIGN	Chile		457,498
Berkline, LLC	BERKLINE	China		1320377
Berkline, LLC	BERKLINE	CTM	438663 01/06/97	438663 01/25/99
Berkline, LLC	B BERKLINE	France	INP1648550 12/15/82	1221892
Berkline, LLC	B BERKLINE & DESIGN	Paraguay		217455
Berkline, LLC	B BERKLINE & DESIGN	South Africa		73/3306
Berkline, LLC	BERKLINE	Thailand		KOR95595
Berkline, LLC	BERKLINE	Turkish Republic Of North Cyprus		000438663
Berkline, LLC	WALLAWAY	UK	B1071787 12/10/76	B1071787
Berkline, LLC	B BERKLINE & DESIGN	Uruguay		296,826
BENCHCRAFT FOREIGN TRADEMARKS				
Universal Furniture, Ltd.	BENCHCRAFT & Design	Austria	383792 08/04/92	144615 08/04/92
Universal Furniture, Ltd.	BENCHCRAFT	Italy	6468 99RM 12/17/99	894367 06/04/03
Bechcraft, LLC	BENCHCRAFT	Macau	12273M	021066 09/09/97
Universal Furniture, Ltd.	BENCHCRAFT	Mexico	200012 05/25/94	473505 09/14/94
Benchcraft, LLC	BENCHCRAFT	Saudi Arabia	99120430	
Universal Furniture, Ltd.	BENCHCRAFT & Design	South Korea	93023114	
Universal Furniture, Ltd.	BENCHCRAFT & Design	Taiwan	81039363	
Benchcraft, Inc.	BENCHCRAFT & Design	UK		2197536 12/10/99

(E) Trademark Licenses

1. There is a right to use the name Hideaway.

2-There is a Trademark License with Furnico Inc. in the United Kingdom.

3-There is a Trademark License with Integral Furniture in Australia.

(F) Trade Secret Licenses

None

(G) Intellectual Property Exceptions

None

SCHEDULE 4.8
TO PLEDGE AND SECURITY AGREEMENT

Name of Grantor

Commercial Tort Claims

None.

SCHEDULE 4.8-1