

09-09-2004



102832060

To the Director of the U.S. Patents and Trademarks Office, please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

ADVANCE WATCH COMPANY, LTD.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation Michigan
- Other 9-3-04

Citizenship (see guidelines) _____

Execution Date(s) August 25, 2004

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies): Yes
Additional names, addresses, or citizenship attached? No

Name: NATIONAL CITY BANK,
as Collateral Agent

Street Address: 629 Euclid Ave., LOC 01-3028

City: Cleveland

State: Ohio

Country: USA Zip: 44114-3484

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Ohio
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of Trademark.

A. Trademark Application No.(s)
SEE ATTACHED SCHEDULE

B. Trademark Registration No.(s)
SEE ATTACHED SCHEDULE

Additional number(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Rhonda DeLeon

Internal Address: Latham & Watkins, LLP

Street Address: 650 Town Center Drive, Suite 2000

City: Costa Mesa

State: California Zip: 92626

Phone Number: 714-540-1235

Fax Number: 714-755-8290

Email Address: ipdocket@lw.com

6. Total number of applications and registrations involved:

50

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,265.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

- a. Credit Card Last 4 Numbers _____
- b. Deposit Account Number 500524 (For additional fees)
Authorized User Name Rhonda DeLeon

9. Signature: [Signature]
Signature

September 3, 2004
Date

Rhonda DeLeon
Name of Person Signing

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

70

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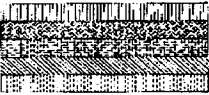
01 FC:8521 40.00 DP
02 FC:8522 1225.00 DP

OC701116.1

SCHEDULE A
ADVANCE WATCH COMPANY, LTD.
U.S. TRADEMARKS

Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>
ADVANCE	1,070,973
AIR WRITER	2,483,277
AIR SHOCK	2,271,086
AQUALITE	1,998,355
AQUATECH	1,542,449
AVANTI	1,453,155
AVATRA	2,798,508
BALLPOINT PENCIL	2,739,684
BAY TREE	2,485,198
CUT WRITE	2,472,303
DOLPHIN	1,554,622
ELGIN	2,427,506
FIELD RANGER	2,159,260
FLASHERS	2,179,733
FLASHWRITE	2,444,718
HEALTH TECH	1,595,059
IDENTITY	1,819,232
LIQUID LEAD	2,773,095
LTD	1,913,219
MAGIC MOMENTS	1,578,923
PC (Stylized)	1,314,537

<u>Mark</u>	<u>Registration No.</u>
PC (Stylized)	1,749,873
PEN PETS	2,241,943
PIERRE CARDIN	1,316,906
PIERRE CARDIN	1,316,905
PIERRE CARDIN	1,786,513
	1,547,279
SIGNATURE ONE	2,633,118
STILETTO	2,776,557
STYLUS	2,513,803
STYLUS STUDIO	2,776,556
TS EDITIONS	2,633,262
TS SPORT	2,714,421
TOUCH SCREEN	2,284,174
TOUCH TIME	2,272,568
ULTIMATE	2,018,602
ULTRATECH	2,422,222
VALUE-BY-MAIL	1,551,415
VICTORIA RHEIN	2,402,695
WHY ME?	2,631,659
WHY ME?	2,631,660
Z SCREEN	2,575,466
Z SCREEN	2,522,114

Trademark Applications

<u>Mark</u>	<u>Registration No.</u>
BALLPOINT	76/354,686
CLIP TIME	78/440,029
FAST SET	78/388,960
LUGER	78/445,239
NUGLO	78/304,852
PANACHE	78/363,984
STYLUS	76/554,800

PLEDGE AND SECURITY AGREEMENT

dated as of August 25, 2004

between

EACH OF THE GRANTORS PARTY HERETO

and

NATIONAL CITY BANK,

as Collateral Agent

TABLE OF CONTENTS

PAGE

SECTION 1. DEFINITIONS; GRANT OF SECURITY 1

 1.1 General Definitions 1

 1.2 Definitions; Interpretation 7

SECTION 2. GRANT OF SECURITY 7

 2.1 Grant of Security 7

 2.2 Certain Limited Exclusions 8

SECTION 3. SECURITY FOR OBLIGATIONS; GRANTORS REMAIN LIABLE 8

 3.1 Security for Obligations 8

 3.2 Continuing Liability Under Collateral 8

SECTION 4. REPRESENTATIONS AND WARRANTIES AND COVENANTS 9

 4.1 Generally 9

 4.2 Equipment and Inventory 12

 4.3 Receivables 13

 4.4 Investment Related Property 15

 4.5 [Reserved] 21

 4.6 Letter of Credit Rights 21

 4.7 Intellectual Property 21

 4.8 Commercial Tort Claims 24

SECTION 5. FURTHER ASSURANCES; ADDITIONAL GRANTORS 25

 5.1 [Reserved] 25

 5.2 Further Assurances 25

 5.3 Additional Grantors 26

SECTION 6. COLLATERAL AGENT APPOINTED ATTORNEY-IN-FACT 26

 6.1 Power of Attorney 26

 6.2 No Duty on the Part of Collateral Agent or Secured Parties 27

SECTION 7. REMEDIES 27

 7.1 Generally 27

 7.2 Application of Proceeds 29

 7.3 Sales on Credit 29

 7.4 Deposit Accounts 29

 7.5 Investment Related Property 29

 7.6 Intellectual Property 30

 7.7 Cash Proceeds 32

SECTION 8. COLLATERAL AGENT 32

SECTION 9. CONTINUING SECURITY INTEREST; TRANSFER OF LOANS 33

SECTION 10. STANDARD OF CARE; COLLATERAL AGENT MAY PERFORM 33

SCHEDULE 4.1 — GENERAL INFORMATION

SCHEDULE 4.2 — LOCATION OF EQUIPMENT AND INVENTORY

SCHEDULE 4.4 — INVESTMENT RELATED PROPERTY

SCHEDULE 4.5 — MATERIAL CONTRACTS

SCHEDULE 4.6 — DESCRIPTION OF LETTERS OF CREDIT

SCHEDULE 4.7 — INTELLECTUAL PROPERTY - EXCEPTIONS

SCHEDULE 4.8 — COMMERCIAL TORT CLAIMS

EXHIBIT A — PLEDGE SUPPLEMENT

EXHIBIT B — UNCERTIFICATED SECURITIES CONTROL AGREEMENT

EXHIBIT C — SECURITIES ACCOUNT CONTROL AGREEMENT

EXHIBIT D — DEPOSIT ACCOUNT CONTROL AGREEMENT

This **PLEDGE AND SECURITY AGREEMENT**, dated as of August 25, 2004 (this "**Agreement**"), between **EACH OF THE UNDERSIGNED**, whether as an original signatory hereto or as an Additional Grantor (as herein defined) (each, a "**Grantor**"), and **NATIONAL CITY BANK**, as collateral agent for the Secured Parties (as herein defined) (in such capacity as collateral agent, the "**Collateral Agent**").

RECITALS:

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and among **ADVANCE WATCH COMPANY LTD.**, a Michigan corporation ("**Company**"), **ADVANCE GROUP, INC.**, a Delaware corporation, the Subsidiaries of Company party thereto as Guarantors, the Lenders party thereto from time to time (the "**Lenders**"), **GOLDMAN SACHS CREDIT PARTNERS L.P.**, as Sole Lead Arranger, Sole Bookrunner, and as Syndication Agent, **NATIONAL CITY BANK**, as Administrative Agent and as Collateral Agent, and **HARRIS TRUST AND SAVINGS BANK**, as Documentation Agent;

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

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

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

SECTION 1. DEFINITIONS; GRANT OF SECURITY.

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

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

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

"**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.

"**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 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.

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

"Copyrights" shall mean all United States, and foreign copyrights (including 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), whether registered or unregistered, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in Schedule 4.7(A) (as such schedule may be amended or supplemented from time to time), (ii) all extensions and renewals thereof, (iii) all rights corresponding thereto throughout the world, (iv) all rights to sue for past, present and future infringements thereof, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

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

"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.

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

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

"Investment Accounts" shall mean the 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 or nonwritten forms of information related in any way to the foregoing or any Receivable.

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

"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. All references herein to provisions of the UCC shall include all successor provisions under any subsequent version or amendment to any Article of the UCC.

SECTION 2. GRANT OF SECURITY.

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

- (a) Accounts;
- (b) Chattel Paper;
- (c) Documents;
- (d) General Intangibles;
- (e) Goods;
- (f) Instruments;
- (g) Insurance;
- (h) Intellectual Property;
- (i) Investment Related Property;

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

2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the security interest granted under Section 2.1 hereof attach to (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, 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.

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;

(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), 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;

(vi) (u) upon the filing of all UCC financing statements naming each Grantor as "debtor" and the Collateral Agent as "secured party" and describing the

Collateral in the filing offices set forth opposite such Grantor's name on Schedule 4.1(E) hereof (as such schedule may be amended or supplemented from time to time) and other filings delivered by each Grantor, (v) upon delivery of all Instruments, Chattel Paper and certificated Pledged Equity Interests and Pledged Debt, (w) upon sufficient identification of Commercial Tort Claims, (x) 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, (y) upon consent of the issuer with respect to Letter of Credit Rights, and (z) to the extent not subject to Article 9 of the UCC, upon recordation of the security interests granted hereunder in Patents, Trademarks and Copyrights in the applicable intellectual property registries, including but not limited to the United States Patent and Trademark Office and the United States Copyright Office, the security interests granted to the Collateral Agent hereunder constitute valid and perfected 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;

(vii) 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;

(viii) 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 and (y) financing statements filed in connection with Permitted Liens;

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

(x) 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;

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

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

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

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

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

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

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

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

(iv) if the Collateral Agent or any Secured Party gives value to enable Grantor to acquire rights in or the use of any Collateral, it shall use such value for such purposes and such Grantor further agrees that repayment of any Obligation shall apply on a "first-in, first-out" basis so that the portion of the value used to acquire rights in any Collateral shall be paid in the chronological order such Grantor acquired rights therein;

(v) it shall pay promptly when due all property and other taxes, assessments and governmental charges or levies imposed upon, and all claims (including claims for labor, materials and supplies) against, the Collateral, except to the extent the validity thereof is being contested in good faith; provided, such Grantor shall in any event pay such taxes, assessments, charges, levies or claims not later than five (5) days prior to the date of any proposed sale under any judgment, writ or warrant of attachment entered

or filed against such Grantor or any of the Collateral as a result of the failure to make such payment;

(vi) 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 or any portion thereof, the ability of any Grantor or the Collateral Agent to dispose of the Collateral or any portion thereof, or the rights and remedies of the Collateral Agent in relation thereto, including, without limitation, the levy of any legal process against the Collateral or any portion thereof;

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

(viii) 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) for the past four (4) years, such Grantor has kept all of the Equipment and Inventory included in the Collateral 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) none of the Inventory or Equipment is in the possession of an issuer of a negotiable document (as defined in Section 7-104 of the UCC) therefor or otherwise in the possession of a bailee or a warehouseman.

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

(i) it shall keep the Equipment, Inventory and any Documents evidencing any Equipment and Inventory in the locations specified on Schedule 4.2 (as such schedule may be amended or supplemented from time to time) unless it shall have (a) notified the Collateral Agent in writing, by executing and delivering to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto, at least thirty (30) days prior to any change in locations, identifying such new locations and providing such other information in connection therewith as the Collateral Agent may reasonably request and (b) taken all actions necessary or advisable to maintain the continuous validity, perfection and the same or better priority of the Collateral Agent's security interest in the Collateral intended to be granted and agreed to hereby, or to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder, with respect to such Equipment and Inventory;

(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;

(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; 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 \$100,000 individually or \$1,000,000 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;

(ii) none of the Account Debtors in respect of any Receivable in excess of \$100,000 individually or \$1,000,000 in the aggregate is the government of the United States, any agency or instrumentality thereof, any state or municipality or any foreign sovereign. No Receivable in excess of \$100,000 individually or \$1,000,000 in the aggregate requires the consent of the Account Debtor in respect thereof in connection with the pledge hereunder, except any consent which has been obtained;

(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); and

(iv) each Grantor has delivered to the Collateral Agent a complete and correct copy of each standard form of document under which a Receivable may arise.

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, including, but not limited to, the originals of all documentation with respect to all Receivables and records of all payments received and all credits granted on the Receivables, all merchandise returned and all other dealings therewith;

(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), as well as the Receivables Records with an appropriate reference to the fact that the Collateral Agent has a security interest therein;

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

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

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

settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done. If the Collateral Agent notifies any Grantor that it has elected to collect the Receivables in accordance with the preceding sentence, any payments of Receivables received by such Grantor shall be forthwith (and in any event within two (2) Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Collateral Agent 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 best efforts to keep in full force and effect any Supporting Obligation or Collateral Support relating to any Receivable.

(c) **Delivery and Control of Receivables.** With respect to any Receivables in excess of \$100,000 individually or \$1,000,000 in the aggregate that is evidenced by, or constitutes, Chattel Paper or Instruments, each Grantor shall cause each originally executed copy thereof to be delivered to the Collateral Agent (or its agent or designee) appropriately indorsed to the Collateral Agent or indorsed in blank: (i) with respect to any such Receivables in existence on the date hereof, on or prior to the date hereof and (ii) with respect to any such Receivables hereafter arising, within ten (10) days of such Grantor acquiring rights therein. With respect to any Receivables in excess of \$100,000 individually or \$1,000,000 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. Any Receivable not otherwise required to be delivered or subjected to the control of the Collateral Agent in accordance with this subsection (c) shall be delivered or subjected to such control upon request of the Collateral Agent.

4.4 Investment Related Property.

4.4.1 Investment Related Property Generally

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

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

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

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

(b) Delivery and Control.

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

(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) 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), 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 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), 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 Collateral Agent, it shall not vote to enable or take any other action to: (a) amend or terminate any partnership agreement, limited liability company agreement, certificate of incorporation, by-laws or other organizational documents in any way that materially changes the rights of such Grantor with respect to any Investment Related Property or adversely affects the validity, perfection or priority of the Collateral Agent's security interest, (b) permit any issuer of any Pledged Equity Interest to issue any additional stock, partnership interests, limited liability company interests or other equity interests of any nature or to issue securities convertible into or granting the right of purchase or exchange for any stock or other equity interest of any nature of such issuer, (c) other than as permitted under the 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, 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 Investment Related Property;

(iii) without the prior written consent of the Collateral Agent, 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 Collateral Agent or its nominee following an Event of Default and to the substitution of the Collateral Agent or its nominee as a partner in any partnership or as a member in any limited liability company with all the rights and powers related thereto.

4.4.3 Pledged Debt

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

(i) Schedule 4.4 (as such schedule may be amended or supplemented from time to time) sets forth under the heading "Pledged Debt" all of the Pledged Debt owned by any Grantor 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 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) having "control" (within the meanings of Sections 8-106 and 9-106 of the UCC) over, or any other interest in, any such Securities Account or Commodity Account or securities or other property credited thereto;

(ii) Schedule 4.4 hereto (as such schedule may be amended or supplemented from time to time) sets forth under the headings "Deposit Accounts" all of the Deposit Accounts 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) having either sole dominion and control (within the meaning of common law) or "control" (within the meanings of Section 9-104 of the UCC) over, or any other interest in, any such Deposit Account or any money or other property deposited therein; and

(iii) Each Grantor has taken all actions necessary or 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, Uncertificated Securities, Securities Accounts, Securities Entitlements or Commodities Accounts (each as defined in the UCC); (b) establish the Collateral Agent's "control" (within the meaning of Section 9-104 of the UCC) over all Deposit Accounts; and (c) deliver all Instruments to the Collateral Agent.

(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 without the prior consent of the Collateral Agent and unless a successor or replacement account has been established with the consent of the Collateral Agent with respect to which successor or replacement account a control agreement has been entered into by the appropriate Grantor, Collateral Agent and securities intermediary or depository institution at which such successor or replacement account is to be maintained in accordance with the provisions of Section 4.4.4(c).

(c) Delivery and Control

(i) With respect to any Investment Related Property consisting of Securities Accounts or Securities Entitlements, it shall cause the securities intermediary maintaining such Securities Account or Securities Entitlement to enter into an agreement substantially in the form of Exhibit C hereto pursuant to which it shall agree to comply with the Collateral Agent's "entitlement orders" without further consent by such Grantor. With respect to any Investment Related Property that is a "Deposit Account," it shall cause the depository institution maintaining such account to enter into an agreement substantially in the form of Exhibit D hereto, pursuant to which the Collateral Agent shall have both sole dominion and control over such Deposit Account (within the meaning of the common law) and "control" (within the meaning of Section 9-104 of the UCC) over such Deposit Account. Each Grantor shall have entered into such control agreement or agreements with respect to: (i) any Securities Accounts, Securities Entitlements or Deposit Accounts that exist on the Credit Date, as of or prior to the Credit Date and (ii) any Securities Accounts, Securities Entitlements or Deposit Accounts that are created or acquired after the Credit Date, as of or prior to the deposit or transfer of any such Securities Entitlements or funds, whether constituting moneys or investments, into such Securities Accounts or Deposit Accounts.

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

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 Collateral Agent.

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

4.7 Intellectual Property.

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

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

(ii) it is the sole and exclusive owner of the entire right, title, and interest in and to all Intellectual Property listed on Schedule 4.7 (as such schedule may be amended or supplemented from time to time), and owns or has the valid right to use all other Intellectual Property 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 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 in full force and effect;

(iv) all 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 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 registered Trademarks, proper marking practices in connection with the use of Patents, and appropriate notice of copyright in connection with the publication of 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 Trademark Collateral and has taken all action necessary to insure that all licensees of the Trademark Collateral owned by such Grantor use such adequate standards of quality;

(viii) 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 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) 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. 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.

(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 steps necessary to insure that licensees of such Trademarks use such consistent standards of quality;

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

(iv) it shall promptly notify the Collateral Agent if it knows 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;

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

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

(vii) it shall promptly (but in no event more than thirty (30) days after any Grantor obtains knowledge thereof) report to the Collateral Agent (i) the filing of any application to register any Intellectual Property 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;

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

(ix) except with the prior consent of the Collateral Agent or as permitted under the Credit Agreement, each Grantor shall not execute, and there will not be on file in any public office, any financing statement or other document or instruments, except financing statements or other documents or instruments filed or to be filed in favor of the Collateral Agent and each Grantor shall not sell, assign, transfer, 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;

(x) it shall hereafter use best 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;

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

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

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

4.8 Commercial Tort Claims

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date and on each Credit Date, that 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 \$100,000 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 \$100,000 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 necessary or desirable, or that the Collateral Agent may reasonably request, in order to create and/or maintain the validity, perfection or priority of and protect any security interest granted hereby or to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, each Grantor shall:

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

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

(iii) at any reasonable time, upon request by the Collateral Agent, assemble the Collateral and allow inspection of the Collateral by the Collateral Agent, or persons designated by the Collateral Agent; and

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

(b) Each Grantor hereby authorizes the Collateral Agent to file a Record or Records, including, without limitation, financing or continuation statements, and amendments thereto, in any jurisdictions and with any filing offices as the Collateral Agent may determine, in its sole discretion, are necessary or advisable to perfect the security interest granted to the Collateral Agent herein. Such financing statements may describe the Collateral in the same manner as described herein or may contain an indication or description of collateral that describes such property in any other manner as the Collateral Agent may determine, in its sole discretion, is necessary, advisable or prudent to ensure the perfection of the security interest in the Collateral granted to the Collateral Agent herein, including, without limitation, describing such property as "all assets" or "all personal property, whether now owned or hereafter acquired." 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, 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) 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) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Collateral Agent were the absolute owner thereof for all purposes, and to do, at the Collateral Agent's option and such Grantor's expense, at any time or from time to time, all acts and things that the Collateral Agent deems reasonably necessary to protect, preserve or realize upon the Collateral and the Collateral Agent's security interest therein in order to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

6.2 No Duty on the Part of Collateral Agent or Secured Parties. The powers conferred on the Collateral Agent hereunder are solely to protect the interests of the Secured Parties in the Collateral and shall not impose any duty upon the Collateral Agent or any Secured Party to exercise any such powers. The Collateral Agent and the Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

SECTION 7. REMEDIES.

7.1 Generally.

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

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

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

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

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

(b) The Collateral Agent or any Secured Party may be the purchaser of any or all of the Collateral at any public or private (to the extent to the portion of the Collateral being privately sold is of a kind that is customarily sold on a recognized market or the subject of widely distributed standard price quotations) sale in accordance with the UCC and the Collateral Agent, as collateral agent for and representative of the Secured Parties, shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such sale made in accordance with the UCC, to use and apply any of the Secured Obligations as a credit on account of the purchase price for any Collateral payable by the Collateral Agent at such sale. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Collateral Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Grantor agrees that it 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. Each Grantor further agrees that a breach of any of the covenants contained in this Section will cause irreparable injury to the Collateral Agent, that the Collateral Agent has no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no default has occurred giving rise to the Secured Obligations becoming due and payable prior to their stated maturities. Nothing in this Section shall in any way alter the rights of the Collateral Agent hereunder.

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

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

7.2 Application of Proceeds. Except as expressly provided elsewhere in this Agreement, all proceeds received by the Collateral Agent in respect of any sale, any collection from, or other realization upon all or any part of the Collateral shall be applied in full or in part by the Collateral Agent against, the Secured Obligations in the following order of priority: first, to the payment of all costs and expenses of such sale, collection or other realization, including reasonable compensation to the Collateral Agent and its agents and counsel, and all other 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 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, 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:

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

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

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

(iv) within five (5) Business Days after written notice from the Collateral Agent, each Grantor shall make available to the Collateral Agent, to the extent within such Grantor's power and authority, such personnel in such Grantor's employ on the date of such Event of Default as the Collateral Agent may reasonably designate, by name, title or job responsibility, to permit such Grantor to continue, directly or indirectly,

to produce, advertise and sell the products and services sold or delivered by such Grantor under or in connection with the Trademarks, Trademark Licenses, such persons to be available to perform their prior functions on the Collateral Agent's behalf and to be compensated by the Collateral Agent at such Grantor's expense on a per diem, pro-rata basis consistent with the salary and benefit structure applicable to each as of the date of such Event of Default; and

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

- (1) all amounts and proceeds (including checks and other instruments) received by Grantor in respect of amounts due to such Grantor in respect of the Collateral or any portion thereof shall be received in trust for the benefit of the Collateral Agent hereunder, shall be segregated from other funds of such Grantor and shall be forthwith paid over or delivered to the Collateral Agent in the same form as so received (with any necessary endorsement) to be held as cash Collateral and applied as provided by Section 7.7 hereof; and
- (2) Grantor shall not adjust, settle or compromise the amount or payment of any such amount or release wholly or partly any obligor with respect thereto or allow any credit or discount thereon.

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

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

Property now owned or hereafter acquired by such Grantor, and wherever the same may be located.

7.7 Cash Proceeds. In addition to the rights of the Collateral Agent specified in Section 4.3 with respect to payments of Receivables, 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, unless otherwise provided pursuant to Section 4.4(a)(ii), be turned over to the Collateral Agent 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. Any Cash Proceeds received by the Collateral Agent (whether from a Grantor or otherwise): (i) if no Event of Default shall have occurred and be continuing, shall be held by the Collateral Agent for the ratable benefit of the Secured Parties, as collateral security for the Secured Obligations (whether matured or unmatured) and (ii) if an Event of Default shall have occurred and be continuing, may, in the sole discretion of the Collateral Agent, (A) be held by the Collateral Agent for the ratable benefit of the Secured Parties, as collateral security for the Secured Obligations (whether matured or unmatured) and/or (B) then or at any time thereafter may be applied by the Collateral Agent against the Secured Obligations then due and owing.

SECTION 8. COLLATERAL AGENT.

The Collateral Agent has been appointed to act as Collateral Agent hereunder by Lenders and, by their acceptance of the benefits hereof, the other Secured Parties. The Collateral Agent shall be obligated, and shall have the right hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of Collateral), solely in accordance with this Agreement and the Credit Agreement; provided, the Collateral Agent shall, after payment in full of all Obligations under the Credit Agreement and the other Credit Documents, exercise, or refrain from exercising, any remedies provided for herein in accordance with the instructions of the holders of a majority of the aggregate notional amount (or, with respect to any Hedge Agreement that has been terminated in accordance with its terms, the amount then due and payable (exclusive of expenses and similar payments but including any early termination payments then due) under such Hedge Agreement) under all Hedge Agreements. 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, the cancellation or termination of the Commitments and the cancellation or expiration of all outstanding Letters of Credit, be binding upon each Grantor, its successors and assigns, and inure, together with the rights and remedies of the Collateral Agent hereunder, to the benefit of the Collateral Agent and its successors, transferees and assigns. Without limiting the generality of the foregoing, but subject to the terms of the Credit Agreement, any Lender may assign or otherwise transfer any Loans held by it to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to Lenders herein or otherwise. Upon the payment in full of all Secured Obligations, the cancellation or termination of the Commitments and the cancellation or expiration of all outstanding Letters of Credit, the security interest granted hereby shall terminate hereunder and of record and all rights to the Collateral shall revert to Grantors. Upon any such termination the Collateral Agent shall, at Grantors' expense, execute and deliver to Grantors such documents as Grantors shall reasonably request to evidence such termination.

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

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

SECTION 11. MISCELLANEOUS.

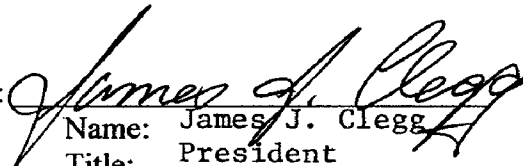
Any notice required or permitted to be given under this Agreement shall be given in accordance with Section 10.1 of the Credit Agreement. No failure or delay on the part of the Collateral Agent in the exercise of any power, right or privilege hereunder or under any other Credit Document shall impair 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.

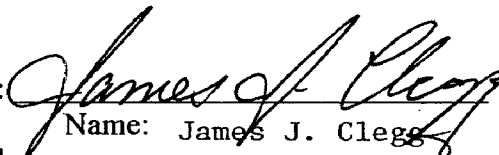
THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL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

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.

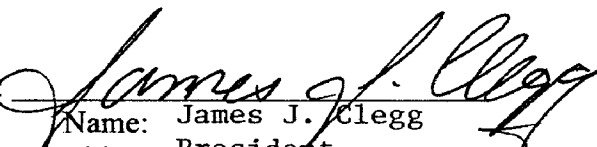
ADVANCE WATCH COMPANY LTD.

By: 
Name: James J. Clegg
Title: President

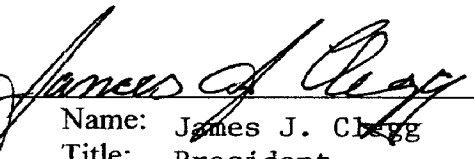
ADVANCE GROUP, INC.

By: 
Name: James J. Clegg
Title: President

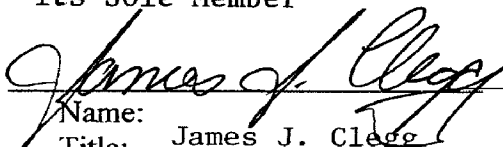
FADA INDUSTRIES, INC.

By: 
Name: James J. Clegg
Title: President

GENEVA WATCH COMPANY, INC.

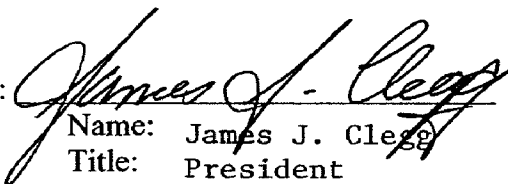
By: 
Name: James J. Clegg
Title: President

VENICE WATCH COMPANY LLC
By: Advance Watch Company Ltd.,
its Sole Member

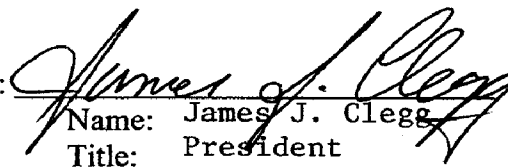
By: 
Name: James J. Clegg
Title: President

(signatures continue on next page)

FIRSTRUE LIMITED

By: 
Name: James J. Clegg
Title: President

SUNBURST PRODUCTS, INC.


By: 
Name: James J. Clegg
Title: President

(signatures continue on next page)

[Pledge And Security Agreement]

GENEVA WATCH COMPANY LLC

By: Advance Watch Company Ltd.,
its Sole Member

By: 
James J. Clegg
President

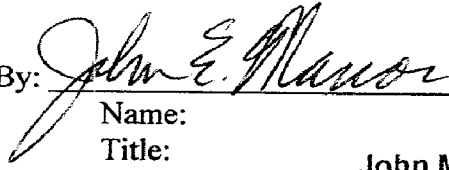
(signatures continue on next page)

[Pledge And Security Agreement]

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NATIONAL CITY BANK,
as the Collateral Agent

By: 
Name:
Title:

John Marron
Account Officer

Schedule 4.1

General Information

(A) With respect to each Grantor, (i) its full legal name, (ii) its type of organization, (iii) its jurisdiction of organization, (iv) its organizational identification number, if any, and (v) the location of its Chief Executive Office, as follows:

Full Legal Name of Grantor	Type of Organization	Jurisdiction of Organization	Organizational ID No.	Address of Chief Executive Office
Advance Group, Inc.	Corporation	DE	2999610	47-50 33rd Street Long Island City, NY 11101
Advance Watch Company Ltd.	Corporation	MI	013224	25800 Sherwood Dr. Warren, MI 48091
Fada Industries, Inc.	Corporation	NY	N/A ¹	47-50 33rd Street Long Island City, NY 11101
Firsttrue Limited	Corporation	DE	2311636	47-50 33rd Street Long Island City, NY 11101
Geneva Watch Company, Inc.	Corporation	DE	2589892	47-50 33rd Street Long Island City, NY 11101
Sunburst Products, Inc.	Corporation	CA	0951182	47-50 33rd Street Long Island City, NY 11101
Venice Watch Company LLC	Limited Liability Company	NY	N/A ¹	47-50 33rd Street Long Island City, NY 11101
Geneva Watch Company LLC	Limited Liability Company	NY	N/A ¹	47-50 33rd Street Long Island City, NY 11101

¹ New York State does not issue organizational identification numbers.

(B) Trade and/or fictitious business names used by any Grantor in the last five (5) years:

Grantor	Trade/Assumed Name
Advance Watch Company Ltd.	Advance Clock Stylus Writing Instrument Co. Stylus Writing Instrument Company
Sunburst Products, Inc.	FreeStyle

(C) With respect to each Grantor, changes in (i) name, (ii) jurisdiction of organization, (iii) chief executive office or sole place of business or (iv) corporate structure, in each case within the past five (5) years:

Grantor	Change
Sunburst Products, Inc.	<i>Change of Address of Chief Executive Office</i> Formerly located at: 161 Playa La Vista, Camarillo, CA 93010

(E) Filing offices:

Grantor	Filing Jurisdiction(s)
Advance Group, Inc.	Delaware, Secretary of State
Advance Watch Company Ltd.	Michigan, Secretary of State
Fada Industries, Inc.	New York, Secretary of State
Firsttrue Limited	Delaware, Secretary of State
Geneva Watch Company, Inc.	Delaware, Secretary of State
Sunburst Products, Inc.	California, Secretary of State
Venice Watch Company LLC	New York, Secretary of State
Geneva Watch Company LLC	New York, Secretary of State

Schedule 4.7

Intellectual Property

(A) Copyrights:

Title	Registration No.	Registration Date	Last Listed Owner
<i>Writing Instrument with Smooth Marbled Barrel</i>	VAu-577-628	11/18/1993	Advance Watch Company Ltd.
<i>Product Display Card</i>	VAu-287-428	11/13/1987	Advance Watch Company Ltd.
<i>Advance Quartz Alarm</i>	VAu-306-562	4/26/1988	Advance Watch Company Ltd.

(B) Copyright Licenses: None.

(C) Patents:

Title	Serial No., Filing Date	Reg. No., Reg. Date	Last Listed Owner
<i>Airbrush</i>	Serial No.: 10/271,898 Filing Date: 10/15/2002	Issue No.: N/A Issue Date: N/A	Advance Watch Company Ltd.
<i>Airbrush</i>	Serial No.: 29/179,387 Filing Date: 4/9/2003	Issue No.: 492,002 Issue Date: 6/22/2004	Advance Watch Company Ltd.
<i>Article Display Container</i>	Serial No.: 8/535,618 Filing Date: 9/28/1995	Issue No.: 5,579,906 Issue Date: 12/3/1996	Advance Watch Company Ltd.
<i>Central Radio Device and Associated Appliance</i>	Serial No.: 09/817,716 Filing Date: 3/26/2001	Issue No.: N/A Issue Date: N/A	Advance Watch Company Ltd.
<i>Erasable Ink for a Writing Instrument</i>	Serial No.: 10/339,485 Filing Date: 1/9/2003	Issue No.: N/A Issue Date: N/A	Advance Watch Company Ltd.
<i>Game Card Writing Instrument</i>	Serial No.: 29/136,174 Filing Date: 1/25/2001	Issue No.: 450,764 Issue Date: 11/20/2001	Advance Watch Company Ltd.
<i>Sports Watch</i>	Serial No.: 7/822,556 Filing Date: 1/15/1992	Issue No.: 351,349 Issue Date: 10/11/1994	Advance Watch Company Ltd.
<i>Sports Watch (Casing)</i>	Serial No.: 7/822,552 Filing Date: 1/15/1992	Issue No.: 350,487 Issue Date: 9/13/1994	Advance Watch Company Ltd.

Title	Serial No., Filing Date	Reg. No., Reg. Date	Last Listed Owner
<i>Digital Alarm Clock</i>	Serial No.: D-026,875 Filing Date: 8/8/1994	Issue No.: 363,228 Issue Date: 10/17/1995	Advance Watch Company Ltd.
<i>Table Alarm Clock</i>	Serial No.: D-027,269 Filing Date: 8/17/1994	Issue No.: 362,392 Issue Date: 9/19/1995	Advance Watch Company Ltd.
<i>Table Alarm Clock</i>	Serial No.: D-036,487 Filing Date: 3/21/1995	Issue No.: 365,766 Issue Date: 1/2/1996	Advance Watch Company Ltd.
<i>Wrist Watch</i>	Serial No.: 29/052,481 Filing Date: 4/1/1996	Issue No.: 378,356 Issue Date: 3/11/1997	Advance Watch Company Ltd.
<i>Writing Instrument</i>	Serial No.: D-016,883 Filing Date: 12/29/1993	Issue No.: 359,983 Issue Date: 7/4/1995	Advance Watch Company Ltd.
<i>Writing Instrument</i>	Serial No.: D-16,882 Filing Date: 12/29/1993	Issue No.: 359,982 Issue Date: 7/4/1995	Advance Watch Company Ltd.
<i>Writing Instrument</i>	Serial No.: D-16,879 Filing Date: 12/29/1993	Issue No.: 355,441 Issue Date: 2/14/1995	Advance Watch Company Ltd.
<i>Writing Instrument</i>	Serial No.: 29/045,886 Filing Date: 11/1/1995	Issue No.: 395,919 Issue Date: 7/7/1998	Advance Watch Company Ltd.
<i>Writing Instrument</i>	Serial No.: 29/045,884 Filing Date: 11/1/1995	Issue No.: 395,917 Issue Date: 7/7/1998	Advance Watch Company Ltd.
<i>Writing Instrument</i>	Serial No.: 29/045,887 Filing Date: 11/1/1995	Issue No.: 395,918 Issue Date: 7/7/1998	Advance Watch Company Ltd.
<i>Writing Instrument</i>	Serial No.: 29/136,175 Filing Date: 1/25/2001	Issue No.: 450,765 Issue Date: 11/20/2001	Advance Watch Company Ltd.
<i>Writing Instrument</i>	Serial No.: 29/147,280 Filing Date: 8/24/2001	Issue No.: 477,022 Issue Date: 7/8/2003	Advance Watch Company Ltd.
<i>Writing Instrument</i>	Serial No.: 29/147,605 Filing Date: 8/31/2001	Issue No.: 468,770 Issue Date: 1/14/2003	Advance Watch Company Ltd.
<i>Writing Instrument</i>	Serial No.: 29/147,735 Filing Date: 9/4/2001	Issue No.: 469,122 Issue Date: 1/21/2003	Advance Watch Company Ltd.
<i>Writing Instrument</i>	Serial No.: 29/147,739 Filing Date: 9/4/2001	Issue No.: 474,239 Issue Date: 5/6/2003	Advance Watch Company Ltd.
<i>Writing Instrument</i>	Serial No.: 29/147,755 Filing Date: 9/4/2001	Issue No.: 477,023 Issue Date: 7/8/2003	Advance Watch Company Ltd.
<i>Writing Instrument</i>	Serial No.: 29/162,668 Filing Date: 6/19/2002	Issue No.: 480,755 Issue Date: 10/14/2003	Advance Watch Company Ltd.
<i>Writing Instrument (California only)</i>	Serial No.: 98,773 Filing Date: 2/26/2002	Issue No.: 98,773 Issue Date: 8/27/2003	Advance Watch Company Ltd.

Title	Serial No., Filing Date	Reg. No., Reg. Date	Last Listed Owner
<i>Writing Instrument</i>	Serial No.: 29/183,237 Filing Date: 6/9/2003	Issue No.: 487,111 Issue Date: 2/24/2004	Advance Watch Company Ltd.
<i>Writing Instrument with Bulbous Grip</i>	Serial No.: 29/109,871 Filing Date: 8/24/1999	Issue No.: 436,375 Issue Date: 1/16/2001	Advance Watch Company Ltd.
<i>Writing Instrument with Bulbous Grip</i>	Serial No.: 29/109,920 Filing Date: 8/24/1999	Issue No.: 433,448 Issue Date: 11/7/2000	Advance Watch Company Ltd.
<i>Writing Instrument with Bulbous Grip</i>	Serial No.: 29/109,872 Filing Date: 8/24/1999	Issue No.: 433,446 Issue Date: 11/7/2000	Advance Watch Company Ltd.
<i>Bulbous Grip for a Writing Instrument</i>	Serial No.: 29/127,890 Filing Date: 8/14/2000	Issue No.: 447,178 Issue Date: 8/28/2001	Advance Watch Company Ltd.
<i>Bulbous Grip for a Writing Instrument</i>	Serial No.: 29/127,895 Filing Date: 8/14/2000	Issue No.: 439,277 Issue Date: 3/20/2001	Advance Watch Company Ltd.
<i>Writing Instrument with Knife and Bulbous Grip</i>	Serial No.: 29/113,941 Filing Date: 11/15/1999	Issue No.: 436126 Issue Date: 1/9/2001	Advance Watch Company Ltd.
<i>Writing Instrument with Flashlight and/or Bulbous Grip</i>	Serial No.: 29/113,956 Filing Date: 11/15/1999	Issue No.: 436,622 Issue Date: 1/23/2001	Advance Watch Company Ltd.
<i>Writing Instrument with Perforated Grip</i>	Serial No.: 29/109,881 Filing Date: 8/24/1999	Issue No.: 433,447 Issue Date: 11/7/2000	Advance Watch Company Ltd.
<i>Perforated Grip for a Writing Instrument</i>	Serial No.: 29/127,887 Filing Date: 8/14/2000	Issue No.: 438,903 Issue Date: 3/13/2001	Advance Watch Company Ltd.
<i>Writing Instrument with Attachment</i>	Serial No.: 29/136,035 Filing Date: 1/24/2001	Issue No.: 449,857 Issue Date: 10/30/2001	Advance Watch Company Ltd.
<i>Writing Instrument with Illumination Recess</i>	Serial No.: 29/136,176 Filing Date: 1/25/2001	Issue No.: 451,138 Issue Date: 11/27/2001	Advance Watch Company Ltd.
<i>Writing Instrument with Blade</i>	Serial No.: 29/136,179 Filing Date: 1/25/2001	Issue No.: 450,086 Issue Date: 11/6/2001	Advance Watch Company Ltd.
<i>Writing Instruments with Game</i>	Serial No.: 29/139,665 Filing Date: 4/4/2001	Issue No.: 450,766 Issue Date: 11/20/2001	Advance Watch Company Ltd.
<i>Display Apparatus</i>	Serial No.: 09/219,281 Filing Date: 12/22/1998	Issue No.: 6,131,745 Issue Date: 10/17/2000	Fada Industries, Inc.
<i>Storage and Display Box For Watch</i>	Serial No.: 858,771 Filing Date: 3/27/1992	Issue No.: 339,061 Issue Date: 9/7/1993	Fada Industries, Inc.
<i>Watch Display Stand</i>	Serial No.: 29/149,538 Filing Date: 10/11/2001	Issue No.: 478,740 Issue Date: 8/26/2003	Fada Industries, Inc.
<i>Wristwatch Display Stand</i>	Serial No.: 10/122,716 Filing Date: 4/15/2002	Issue No.: 6,629,677 Issue Date: 10/7/2003	Fada Industries, Inc.

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Schedule 4.7

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Title	Serial No., Filing Date	Reg. No., Reg. Date	Last Listed Owner
<i>Watch with Golf Score Keeping Means</i>	Serial No.: 09/235,005 Filing Date: N/A	Issue No.: N/A Issue Date: N/A	Fada Industries, Inc.
<i>Backpack For A First Aid Kit</i>	Serial No.: 615,002 Filing Date: 11/15/1990	Issue No.: 340,573 Issue Date: 10/26/1993	Sunburst Products, Inc.
<i>Watch</i>	Serial No.: 29/094,088 Filing Date: 9/25/1998	Issue No.: 410,583 Issue Date: 6/8/1999	Sunburst Products, Inc.
<i>Watch Case</i>	Serial No.: 127,487 Filing Date: 8/4/2000	Issue No.: 443,527 Issue Date: 6/12/2001	Sunburst Products, Inc.
<i>Watch</i>	Serial No.: 069,762 Filing Date: 4/22/1997	Issue No.: 392,903 Issue Date: 3/31/1998	Sunburst Products, Inc.
<i>Watch</i>	Serial No.: 29/093,830 Filing Date: 9/18/1998	Issue No.: 417,627 Issue Date: 12/14/1999	Sunburst Products, Inc.
<i>Watch</i>	Serial No.: 578,844 Filing Date: 9/5/1990	Issue No.: 343,584 Issue Date: 1/25/1994	Sunburst Products, Inc.
<i>Watch</i>	Serial No.: 29/093,831 Filing Date: 9/18/1998	Issue No.: 421,398 Issue Date: 3/7/2000	Sunburst Products, Inc.
<i>Waist Pouch</i>	Serial No.: 578,846 Filing Date: 9/5/1990	Issue No.: 334,471 Issue Date: 4/6/1993	Sunburst Products, Inc.
<i>Watch Band</i>	Serial No.: 29/094,087 Filing Date: 9/25/1998	Issue No.: 409,940 Issue Date: 5/18/1999	Sunburst Products, Inc.
<i>Watch Band</i>	Serial No.: 29/094,089 Filing Date: 9/25/1998	Issue No.: 409,941 Issue Date: 5/18/1999	Sunburst Products, Inc.
<i>Watch Strap</i>	Serial No.: 29/127,486 Filing Date: 8/4/2000	Issue No.: 443,221 Issue Date: 6/5/2001	Sunburst Products, Inc.

(D) Patent Licenses: None.

(E) Trademarks³:

Mark	Serial No., Filing Date	Reg. No., Reg. Date	Last Listed Owner
<i>ADVANCE</i>	Serial No.: 73/079,824 Filing Date: 3/11/1976	Reg. No.: 1,070,973 Reg. Date: 8/9/1977	Advance Watch Company Ltd.

³ All marks registered domestically (United States) unless otherwise indicated.

Mark	Serial No., Filing Date	Reg. No., Reg. Date	Last Listed Owner
<i>ADVANCE (Australia)</i>	Serial No.: 516,923 Filing Date: 8/11/1989	Reg. No.: A516,923 Reg. Date: 11/4/1991	Advance Watch Company Ltd.
<i>ADVANCE (Canada)</i>	Serial No.: 856,900 Filing Date: 9/24/1997	Reg. No.: 528,402 Reg. Date: 5/25/2000	Advance Watch Company Ltd.
<i>ADVANCE (Canada)</i>	Serial No.: 581,130 Filing Date: 3/31/1987	Reg. No.: 370,822 Reg. Date: 7/20/1990	Advance Watch Company Ltd.
<i>ADVANCE (Mexico)</i>	Serial No.: 8122 Filing Date: 4/14/1986	Reg. No.: 331,079 Reg. Date: 4/14/1986	Advance Watch Company Ltd.
<i>AIR WRITER</i>	Serial No.: 75/729,552 Filing Date: 6/16/1999	Reg. No.: 2,483,277 Reg. Date: 8/28/2001	Advance Watch Company Ltd.
<i>AIR SHOCK</i>	Serial No.: 75/352,994 Filing Date: 9/8/1997	Reg. No.: 2,271,086 Reg. Date: 8/17/1999	Advance Watch Company Ltd.
<i>AIR SHOCK (Australia)</i>	Serial No.: 756,606 Filing Date: 3/5/1998	Reg. No.: 756,606 Reg. Date: 9/15/1998	Advance Watch Company Ltd.
<i>AIR SHOCK (Hong Kong)</i>	Serial No.: 98/02923 Filing Date: 9/8/1997	Reg. No.: 878/1999 Reg. Date: 1/21/1999	Advance Watch Company Ltd.
<i>AIR SHOCK (Japan)</i>	Serial No.: 19194/98 Filing Date: 3/9/1998	Reg. No.: 4,250,374 Reg. Date: 3/12/1999	Advance Watch Company Ltd.
<i>AIR SHOCK (United Kingdom)</i>	Serial No.: 215,998 Filing Date: 3/5/1998	Reg. No.: 2,159,998 Reg. Date: 10/16/1998	Advance Watch Company Ltd.
<i>AQUALITE</i>	Serial No.: 75/002,033 Filing Date: 10/5/1995	Reg. No.: 1,998,355 Reg. Date: 9/3/1996	Advance Watch Company Ltd.
<i>AQUALITE (Australia)</i>	Serial No.: 975,497 Filing Date: 10/23/2003	Reg. No.: 975497 Reg. Date: 6/28/2004	Advance Watch Company Ltd.
<i>AQUATECH</i>	Serial No.: 73/759,275 Filing Date: 10/24/1988	Reg. No.: 1,542,449 Reg. Date: 6/6/1989	Advance Watch Company Ltd.
<i>AQUATECH (Canada)</i>	Serial No.: 626,551 Filing Date: 3/2/1989	Reg. No.: 377,995 Reg. Date: 1/11/1991	Advance Watch Company Ltd.
<i>AVANTI</i>	Serial No.: 73/634,245 Filing Date: 12/08/1986	Reg. No.: 1,453,155 Reg. Date: 8/18/1987	Advance Watch Company Ltd.
<i>AVANTI (Canada)</i>	Serial No.: 601,996 Filing Date: 3/3/1988	Reg. No.: 370,267 Reg. Date: 7/6/1990	Advance Watch Company Ltd.
<i>AVATRA</i>	Serial No.: 76/296,612 Filing Date: 8/7/2001	Reg. No.: 2,798,508 Reg. Date: 12/23/2003	Advance Watch Company Ltd.
<i>AVATRA (Mexico)</i>	Serial No.: 651816 Filing Date: 4/15/2004	Reg. No.: N/A Reg. Date: N/A	Advance Watch Company Ltd.

Mark	Serial No., Filing Date	Reg. No., Reg. Date	Last Listed Owner
<i>BALLPOINT</i>	Serial No.: 76/354,686 Filing Date: 1/3/2002	Reg. No.: N/A Reg. Date: N/A	Stylus Writing Instrument Co.
<i>BALLPOINT PENCIL</i>	Serial No.: 76/354,685 Filing Date: 1/3/2002	Reg. No.: 2,739,684 Reg. Date: 7/22/2003	Stylus Writing Instrument Co.
<i>BAYTREE</i> (Canada)	Serial No.: 1206109 Filing Date: 2/11/2004	Reg. No.: N/A Reg. Date: N/A	Advance Watch Company Ltd.
<i>CLIP TIME</i>	Serial No.: 78/440,029 Filing Date: 6/23/2004	Reg. No.: N/A Reg. Date: N/A	Advance Watch Company Ltd.
<i>CUT WRITE</i>	Serial No.: 75/818,443 Filing Date: 10/11/1999	Reg. No.: 2,472,303 Reg. Date: 7/24/2001	Stylus Writing Instrument Co.
<i>DOLPHIN</i>	Serial No.: 73/759,378 Filing Date: 10/24/1988	Reg. No.: 1,554,622 Reg. Date: 9/5/1989	Advance Watch Company Ltd.
<i>ELGIN</i>	Serial No.: 75/689,615 Filing Date: 4/23/1999	Reg. No.: 2,427,506 Reg. Date: 2/6/2001	Advance Watch Company Ltd.
<i>ESSEX</i> (Mexico)	Serial No.: 651818 Filing Date: 4/15/2004	Reg. No.: N/A Reg. Date: N/A	Advance Watch Company Ltd.
<i>FAST SET</i>	Serial No.: 78/388,960 Filing Date: 3/23/2004	Reg. No.: N/A Reg. Date: N/A	Advance Watch Company Ltd.
<i>FIELD RANGER</i>	Serial No.: 74/735,783 Filing Date: 9/29/1995	Reg. No.: 2,159,260 Reg. Date: 5/19/1998	Advance Watch Company Ltd.
<i>FIELD RANGER</i> (Japan)	Serial No.: 114766/96 Filing Date: 10/9/1996	Reg. No.: 4,114,965 Reg. Date: 2/13/1998	Advance Watch Company Ltd.
<i>FLASHERS</i>	Serial No.: 75/263,430 Filing Date: 3/21/1997	Reg. No.: 2,179,733 Reg. Date: 8/4/1998	Advance Watch Company Ltd.
<i>FLASHWRITE</i>	Serial No.: 75/449,769 Filing Date: 3/13/1998	Reg. No.: 2,444,718 Reg. Date: 4/17/2001	Advance Watch Company Ltd. d/b/a Stylus Writing Instrument Co.
<i>HEALTH TECH</i>	Serial No.: 73/821,814 Filing Date: 8/28/1989	Reg. No.: 1,595,059 Reg. Date: 5/8/1990	Advance Watch Company Ltd.
<i>IDENTITY</i>	Serial No.: 74/315,261 Filing Date: 9/21/1992	Reg. No.: 1,819,232 Reg. Date: 2/1/1994	Advance Watch Company Ltd.
<i>LA MODE</i> (European Community)	Serial No.: 3673928 Filing Date: 2/20/2004	Reg. No.: N/A Reg. Date: N/A	Advance Watch Company Ltd.
<i>LIQUID LEAD</i>	Serial No.: 76/354,684 Filing Date: 1/3/2002	Reg. No.: 2,773,095 Reg. Date: 10/14/2003	Stylus Writing Instrument Co.
<i>LTD</i>	Serial No.: 74/495,213 Filing Date: 2/28/1994	Reg. No.: 1,913,219 Reg. Date: 8/22/1995	Advance Watch Company Ltd.

Mark	Serial No., Filing Date	Reg. No., Reg. Date	Last Listed Owner
<i>LUGER</i>	Serial No.: 78/445,239 Filing Date: 7/2/2004	Reg. No.: N/A Reg. Date: N/A	Advance Watch Company Ltd.
<i>MAGIC MOMENTS</i>	Serial No.: 73/808,120 Filing Date: 6/21/1989	Reg. No.: 1,578,923 Reg. Date: 1/23/1990	Advance Watch Company Ltd.
<i>MODA</i> (Mexico)	Serial No.: 651812 Filing Date: 4/15/2004	Reg. No.: N/A Reg. Date: N/A	Advance Watch Company Ltd.
<i>NITRO</i> (Germany)	Serial No.: N/A Filing Date: 7/22/2004	Reg. No.: N/A Reg. Date: N/A	Advance Watch Company Ltd.
<i>NUGLO</i>	Serial No.: 78/304,852 Filing Date: 9/24/2003	Reg. No.: N/A Reg. Date: N/A	Advance Watch Company Ltd.
<i>PANACHE</i>	Serial No.: 78/363,984 Filing Date: 2/6/2004	Reg. No.: N/A Reg. Date: N/A	Advance Watch Company Ltd.
<i>PANACHE</i> (Canada)	Serial No.: 1206107 Filing Date: 2/11/2004	Reg. No.: N/A Reg. Date: N/A	Advance Watch Company Ltd.
<i>PANACHE</i> (Mexico)	Serial No.: 651817 Filing Date: 4/15/2004	Reg. No.: N/A Reg. Date: N/A	Advance Watch Company Ltd.
<i>PC (stylized)</i>	Serial No.: 73/432,245 Filing Date: 6/27/1983	Reg. No.: 1,314,537 Reg. Date: 1/18/1985	Pierre Cardin
<i>PC (stylized)</i>	Serial No.: 74/176,917 Filing Date: 6/17/1991	Reg. No.: 1,749,873 Reg. Date: 2/2/1993	Pierre Cardin
<i>PC</i> (Mexico)	Serial No.: 373,790 Filing Date: N/A	Reg. No.: N/A Reg. Date: N/A	Pierre Cardin
<i>PC AND DESIGN</i> (Canada)	Serial No.: 542,082 Filing Date: 4/17/1985	Reg. No.: 342,582 Reg. Date: 7/8/1988	Advance Watch Company Ltd.
<i>PC PIERRE CARDIN</i> (Mexico)	Serial No.: 370,630 Filing Date: N/A	Reg. No.: N/A Reg. Date: N/A	Pierre Cardin
<i>PEN PETS</i>	Serial No.: 75/301,064 Filing Date: 6/2/1997	Reg. No.: 2,241,943 Reg. Date: 4/27/1999	Advance Watch Company Ltd.
<i>PIERRE CARDIN</i>	Serial No.: 73/432,244 Filing Date: 6/27/1983	Reg. No.: 1,316,906 Reg. Date: 1/29/1985	Pierre Cardin
<i>PIERRE CARDIN</i>	Serial No.: 73/432,082 Filing Date: 6/27/1983	Reg. No.: 1,316,905 Reg. Date: 1/29/1985	Pierre Cardin
<i>PIERRE CARDIN</i>	Serial No.: 74/176,916 Filing Date: 6/17/1991	Reg. No.: 1,786,513 Reg. Date: 8/10/1993	Advance Watch Company Ltd.
<i>PIERRE CARDIN</i> (Canada)	Serial No.: 318,973 Filing Date: 1/14/1969	Reg. No.: 168,669 Reg. Date: 4/23/1970	Advance Watch Company Ltd.

Mark	Serial No., Filing Date	Reg. No., Reg. Date	Last Listed Owner
<i>PIERRE CARDIN</i> (Canada)	Serial No.: 567,726 Filing Date: 8/13/1986	Reg. No.: 372,895 Reg. Date: 9/7/1990	Advance Watch Company Ltd.
<i>PIERRE CARDIN</i> (Canada)	Serial No.: 603,076 Filing Date: 3/17/1988	Reg. No.: 408,608 Reg. Date: 2/26/1993	Advance Watch Company Ltd.
<i>PIERRE CARDIN</i> (Mexico)	Serial No.: 347,655 Filing Date: N/A	Reg. No.: N/A Reg. Date: N/A	Pierre Cardin
<i>PIERRE CARDIN</i> (Mexico)	Serial No.: 223,076 Filing Date: N/A	Reg. No.: N/A Reg. Date: N/A	Pierre Cardin
<i>PIERRE CARDIN</i> (Mexico)	Serial No.: 223,078 Filing Date: N/A	Reg. No.: N/A Reg. Date: N/A	Pierre Cardin
<i>PIERRE CARDIN</i> (Mexico)	Serial No.: 225,977 Filing Date: N/A	Reg. No.: N/A Reg. Date: N/A	Pierre Cardin
<i>PIERRE CARDIN (Script)</i> (Canada)	Serial No.: 567,725 Filing Date: 8/13/1986	Reg. No.: 374,101 Reg. Date: 10/12/1990	Advance Watch Company Ltd.
<i>PIERRE CARDIN (Script)</i> <i>AND DESIGN (Canada)</i>	Serial No.: 542,085 Filing Date: 4/17/1985	Reg. No.: 342,833 Reg. Date: 7/15/1988	Advance Watch Company Ltd.
<i>PIERRE CARDIN AND</i> <i>DESIGN (Canada)</i>	Serial No.: 383,632 Filing Date: 3/10/1975	Reg. No.: 216,335 Reg. Date: 10/1/1976	Advance Watch Company Ltd.
<i>RAINBOW DESIGN</i>	Serial No.: 73/605,774 Filing Date: 6/23/1986	Reg. No.: 1,547,279 Reg. Date: 7/11/1989	Advance Watch Company Ltd.
<i>SIGNATURE ONE</i>	Serial No.: 76/238,512 Filing Date: 4/10/2001	Reg. No.: 2,633,118 Reg. Date: 10/8/2002	Advance Watch Company Ltd. d/b/a Stylus Writing Instrument Co.
<i>SPIRIT</i> (Mexico)	Serial No.: 651813 Filing Date: 4/15/2004	Reg. No.: N/A Reg. Date: N/A	Advance Watch Company Ltd.
<i>STILETTO</i>	Serial No.: 76/374,754 Filing Date: 2/25/2002	Reg. No.: 2,776,557 Reg. Date: 10/21/2003	Advance Watch Company Ltd.
<i>STYLUS</i>	Serial No.: 76/554,800 Filing Date: 10/14/2003	Reg. No.: N/A Reg. Date: N/A	Advance Watch Company Ltd.
<i>STYLUS (stylized)</i>	Serial No.: 75/689,616 Filing Date: 4/23/1999	Reg. No.: 2,513,803 Reg. Date: 12/4/2001	Advance Watch Company Ltd.
<i>STYLUS STUDIO</i>	Serial No.: 76/374,753 Filing Date: 2/25/2002	Reg. No.: 2,776,556 Reg. Date: 10/21/2003	Advance Watch Company Ltd.
<i>TS EDITIONS</i>	Serial No.: 76/306,948 Filing Date: 8/30/2001	Reg. No.: 2,633,262 Reg. Date: 10/8/2002	Advance Watch Company Ltd.
<i>TS SPORT</i>	Serial No.: 76/306,533 Filing Date: 8/30/2001	Reg. No.: 2,714,421 Reg. Date: 5/6/2003	Advance Watch Company Ltd.

Mark	Serial No., Filing Date	Reg. No., Reg. Date	Last Listed Owner
<i>TOUCH-SCREEN</i>	Serial No.: 75/316,605 Filing Date: 6/30/1997	Reg. No.: 2,284,174 Reg. Date: 10/5/1999	Advance Watch Company Ltd.
<i>TOUCH TIME</i>	Serial No.: 75/099,667 Filing Date: 5/6/1996	Reg. No.: 2,272,568 Reg. Date: 8/24/1999	Advance Watch Company Ltd.
<i>TRACK</i> (Mexico)	Serial No.: 651815 Filing Date: 4/15/2004	Reg. No.: N/A Reg. Date: N/A	Advance Watch Company Ltd.
<i>ULTIMATE</i>	Serial No.: 74/489,548 Filing Date: 2/14/1994	Reg. No.: 2,018,602 Reg. Date: 11/26/1996	Advance Watch Company Ltd.
<i>ULTRATECH</i>	Serial No.: 75/738,986 Filing Date: 6/29/1999	Reg. No.: 2,422,222 Reg. Date: 1/16/2001	Advance Watch Company Ltd.
<i>VALUE-BY-MAIL</i>	Serial No.: 73/753,419 Filing Date: 9/22/1988	Reg. No.: 1,551,415 Reg. Date: 8/8/1989	Advance Watch Company Ltd.
<i>VICTORIA RHEIN</i>	Serial No.: 75/600,057 Filing Date: 12/4/1998	Reg. No.: 2,402,695 Reg. Date: 11/7/2000	Advance Watch Company Ltd.
<i>WHY ME?</i> (stylized)	Serial No.: 76/368,483 Filing Date: 2/7/2002	Reg. No.: 2,631,660 Reg. Date: 10/8/2002	Advance Watch Company Ltd.
<i>WHY ME?</i>	Serial No.: 76/368,484 Filing Date: 2/7/2002	Reg. No.: 2,631,660 Reg. Date: 10/8/2002	Advance Watch Company Ltd.
<i>Z SCREEN</i>	Serial No.: 76/114,770 Filing Date: 8/23/2000	Reg. No.: 2,575,466 Reg. Date: 6/4/2002	Advance Watch Company Ltd.
<i>Z SCREEN AND DESIGN</i>	Serial No.: 76/114,760 Filing Date: 8/23/2000	Reg. No.: 2,522,114 Reg. Date: 12/25/2001	Advance Watch Company Ltd.
<i>AQUALITE</i> (Japan)	Serial No.: 2004-043819 Filing Date: 5/12/2004	Reg. No.: N/A Reg. Date: N/A	Advance Watch Company (Far East) Limited
<i>AQUATECH</i> (Japan)	Serial No.: 2004-029741 Filing Date: 3/30/2004	Reg. No.: N/A Reg. Date: N/A	Advance Watch Company (Far East) Limited
<i>AQUATECH</i> (Korea)	Serial No.: 402004-11580 Filing Date: 3/15/2004	Reg. No.: N/A Reg. Date: N/A	Advance Watch Company (Far East) Limited
<i>AVATRA</i> (Japan)	Serial No.: 2004-067864 Filing Date: 7/22/2004	Reg. No.: N/A Reg. Date: N/A	Advance Watch Company (Far East) Limited
<i>BRIO</i> (Japan)	Serial No.: 2004-036107 Filing Date: 4/15/2004	Reg. No.: N/A Reg. Date: N/A	Advance Watch Company (Far East) Limited

Mark	Serial No., Filing Date	Reg. No., Reg. Date	Last Listed Owner
<i>ELEMENTS</i> (Japan)	Serial No.: 2004-036108 Filing Date: 4/15/2004	Reg. No.: N/A Reg. Date: N/A	Advance Watch Company (Far East) Limited
<i>ELEMENTS</i> (Korea)	Serial No.: 402004-33558 Filing Date: 7/22/2004	Reg. No.: N/A Reg. Date: N/A	Advance Watch Company (Far East) Limited
<i>FADED GLORY</i> (Japan)	Serial No.: 2004-029745 Filing Date: 3/30/2004	Reg. No.: N/A Reg. Date: N/A	Advance Watch Company (Far East) Limited
<i>FIELD RANGER</i> (Australia)	Serial No.: 1003652 Filing Date: 5/25/2004	Reg. No.: N/A Reg. Date: N/A	Advance Watch Company (Far East) Limited
<i>FIELD RANGER</i> (Korea)	Serial No.: 402004-33561 Filing Date: 7/22/2004	Reg. No.: N/A Reg. Date: N/A	Advance Watch Company (Far East) Limited
<i>FOXY</i> (Australia)	Serial No.: 975498 Filing Date: 10/23/2003	Reg. No.: 975,498 Reg. Date: 6/28/2004	Advance Watch Company (Far East) Limited
<i>FOXY</i> (Japan)	Serial No.: 2004-029742 Filing Date: 3/30/2004	Reg. No.: N/A Reg. Date: N/A	Advance Watch Company (Far East) Limited
<i>FOXY</i> (Korea)	Serial No.: 402004-11579 Filing Date: 3/15/2004	Reg. No.: N/A Reg. Date: N/A	Advance Watch Company (Far East) Limited
<i>KIDS ROW</i> (Japan)	Serial No.: 2004-069678 Filing Date: 7/28/2004	Reg. No.: N/A Reg. Date: N/A	Advance Watch Company (Far East) Limited
<i>KIDS ROW</i> (Korea)	Serial No.: 402004-25376 Filing Date: 6/4/2004	Reg. No.: N/A Reg. Date: N/A	Advance Watch Company (Far East) Limited
<i>LIZ JONES</i> (Japan)	Serial No.: 2004-036106 Filing Date: 4/15/2004	Reg. No.: N/A Reg. Date: N/A	Advance Watch Company (Far East) Limited
<i>LIZ JONES</i> (Korea)	Serial No.: 402004-33560 Filing Date: 7/22/2004	Reg. No.: N/A Reg. Date: N/A	Advance Watch Company (Far East) Limited
<i>LTD</i> (Australia)	Serial No.: 1003650 Filing Date: 5/25/2004	Reg. No.: N/A Reg. Date: N/A	Advance Watch Company (Far East) Limited

Mark	Serial No., Filing Date	Reg. No., Reg. Date	Last Listed Owner
<i>LTD</i> (Japan)	Serial No.: 2004-029744 Filing Date: 3/30/2004	Reg. No.: N/A Reg. Date: N/A	Advance Watch Company (Far East) Limited
<i>LTD</i> (Korea)	Serial No.: 402004-11583 Filing Date: 3/15/2004	Reg. No.: N/A Reg. Date: N/A	Advance Watch Company (Far East) Limited
<i>MILAN</i> (Korea)	Serial No.: 402004-11581 Filing Date: 3/15/2004	Reg. No.: N/A Reg. Date: N/A	Advance Watch Company (Far East) Limited
<i>PANACHE</i> (Japan)	Serial No.: 2004-071133 Filing Date: 8/2/2004	Reg. No.: N/A Reg. Date: N/A	Advance Watch Company (Far East) Limited
<i>PRO SPIRIT</i> (Australia)	Serial No.: 1003651 Filing Date: 5/25/2004	Reg. No.: N/A Reg. Date: N/A	Advance Watch Company (Far East) Limited
<i>SWERVE</i> (Japan)	Serial No.: 2004-043820 Filing Date: 5/12/2004	Reg. No.: N/A Reg. Date: N/A	Advance Watch Company (Far East) Limited
<i>SWERVE</i> (Korea)	Serial No.: 402004-33559 Filing Date: 7/22/2004	Reg. No.: N/A Reg. Date: N/A	Advance Watch Company (Far East) Limited
<i>ULTRATECH</i> (Australia)	Serial No.: 975499 Filing Date: 10/23/2003	Reg. No.: N/A Reg. Date: N/A	Advance Watch Company (Far East) Limited
<i>AFFINITY</i>	Serial No.: 76/384,678 Filing Date: 3/20/2002	Reg. No.: 2,723,637 Reg. Date: 6/10/2003	Fada Industries, Inc.
<i>ASHLEY FIELDS</i>	Serial No.: 76/333,746 Filing Date: 11/2/2001	Reg. No.: 2,813,618 Reg. Date: 2/10/2004	Fada Industries, Inc.
<i>ASHLEY FIELDS</i> (Mexico)	Serial No.: 539,276 Filing Date: 3/14/2002	Reg. No.: 756,487 Reg. Date: 7/29/2002	Fada Industries, Inc.
<i>BAY TREE</i>	Serial No.: 76/125,821 Filing Date: 9/8/2000	Reg. No.: 2,485,198 Reg. Date: 9/4/2001	Fada Industries, Inc.
<i>BRIGADE</i>	Serial No.: 75/609,729 Filing Date: 12/21/1998	Reg. No.: 2,321,083 Reg. Date: 2/22/2000	Fada Industries, Inc.
<i>BRIO</i>	Serial No.: 76/381,515 Filing Date: 3/12/2002	Reg. No.: 2,738,757 Reg. Date: 7/15/2003	Fada Industries, Inc.
<i>CHAMP ELYSEES</i>	Serial No.: 75/609,730 Filing Date: 12/21/1998	Reg. No.: 2,321,084 Reg. Date: 2/22/2000	Fada Industries, Inc.

Mark	Serial No., Filing Date	Reg. No., Reg. Date	Last Listed Owner
<i>DESIREE (stylized)</i>	Serial No.: 76/381,594 Filing Date: 3/13/2002	Reg. No.: 2,778,480 Reg. Date: 10/28/2003	Fada Industries, Inc.
<i>DURANGO</i>	Serial No.: 76/384,454 Filing Date: 3/19/2002	Reg. No.: 2,772,443 Reg. Date: 10/7/2003	Fada Industries, Inc.
<i>ELEMENT (Canada)</i>	Serial No.: 1,183,947 Filing Date: 7/10/2003	Reg. No.: N/A Reg. Date: N/A	Fada Industries, Inc.
<i>EPILOGUE</i>	Serial No.: 75/862,616 Filing Date: 12/2/1999	Reg. No.: 2,476,645 Reg. Date: 8/7/2001	Fada Industries, Inc.
<i>ESSEX (Canada)</i>	Serial No.: 1,183,949 Filing Date: 7/10/2003	Reg. No.: N/A Reg. Date: N/A	Fada Industries, Inc.
<i>FLIRT</i>	Serial No.: 75/914,444 Filing Date: 2/8/2000	Reg. No.: 2,562,360 Reg. Date: 4/16/2002	Fada Industries, Inc.
<i>FOXY</i>	Serial No.: 76/196,055 Filing Date: 1/18/2001	Reg. No.: 2,636,856 Reg. Date: 10/15/2002	Fada Industries, Inc.
<i>FUTURA</i>	Serial No.: 73/337,628 Filing Date: 11/18/1981	Reg. No.: 1,271,736 Reg. Date: 3/27/1984	Fada Industries, Inc.
<i>INFERNO</i>	Serial No.: 76/378,569 Filing Date: 3/5/2002	Reg. No.: 2,767,836 Reg. Date: 9/23/2003	Fada Industries, Inc.
<i>KIDS ROW (Canada)</i>	Serial No.: 1,183,950 Filing Date: 7/10/2003	Reg. No.: N/A Reg. Date: N/A	Fada Industries, Inc.
<i>LIZ JONES</i>	Serial No.: 76/381,513 Filing Date: 3/12/2002	Reg. No.: 2,726,713 Reg. Date: 6/17/2003	Fada Industries, Inc.
<i>NITRO</i>	Serial No.: 76/490,188 Filing Date: 2/13/2003	Reg. No.: N/A Reg. Date: N/A	Fada Industries, Inc.
<i>O2 COOL</i>	Serial No.: 76/008,263 Filing Date: 3/23/2000	Reg. No.: 2,843,362 Reg. Date: 5/18/2004	Fada Industries, Inc.
<i>SPIN</i>	Serial No.: 78/233,331 Filing Date: 4/3/2003	Reg. No.: N/A Reg. Date: N/A	Fada Industries, Inc.
<i>SURGE</i>	Serial No.: 76/411,011 Filing Date: 5/23/2002	Reg. No.: 2,762,701 Reg. Date: 9/9/2003	Fada Industries, Inc.
<i>SURGE (Canada)</i>	Serial No.: 1,183,948 Filing Date: 7/10/2003	Reg. No.: N/A Reg. Date: N/A	Fada Industries, Inc.
<i>TNT</i>	Serial No.: 76/490,067 Filing Date: 2/14/2003	Reg. No.: N/A Reg. Date: N/A	Fada Industries, Inc.
<i>LUGER SWISS</i>	Serial No.: 75/133,903 Filing Date: 7/15/1996	Reg. No.: 2,093,869 Reg. Date: 9/2/1997	Geneva Watch Company, Inc.

Mark	Serial No., Filing Date	Reg. No., Reg. Date	Last Listed Owner
<i>MATHEY-TISSOT</i> (stylized)	Serial No.: 71/387,044 Filing Date: 12/22/1936	Reg. No.: 346,198 Reg. Date: 5/18/1937	Geneva Watch Company, Inc.
<i>MATHEY-TISSOT</i>	Serial No.: 74/371,184 Filing Date: 3/23/1993	Reg. No.: 1,854,589 Reg. Date: 9/20/1994	Geneva Watch Company, Inc.
<i>ADRENALINE</i>	Serial No.: 75/413,206 Filing Date: 1/2/1998	Reg. No.: 2358207 Reg. Date: 6/13/2000	Sunburst Products, Inc.
<i>BACKCOUNTRY</i>	Serial No.: 75/388,402 Filing Date: 11/12/1997	Reg. No.: 2,269,788 Reg. Date: 8/10/1999	Sunburst Products, Inc.
<i>BIKINI</i>	Serial No.: 76/480,482 Filing Date: 1/3/2003	Reg. No.: N/A Reg. Date: N/A	Sunburst Products, Inc.
<i>BIKINI</i> (Canada)	Serial No.: 1,178,552 Filing Date: 5/21/2003	Reg. No.: N/A Reg. Date: N/A	Sunburst Products, Inc.
<i>DREAM WEAVER</i>	Serial No.: 73/298,666 Filing Date: 2/25/1981	Reg. No.: 1,233,584 Reg. Date: 4/5/1983	Sunburst Products, Inc.
<i>EVOLUTION</i>	Serial No.: 74/637,470 Filing Date: 2/23/1995	Reg. No.: 1,985,239 Reg. Date: 7/9/1996	Sunburst Products, Inc.
<i>EZ PULSE</i>	Serial No.: 76/445,560 Filing Date: 8/30/2002	Reg. No.: N/A Reg. Date: N/A	Sunburst Products, Inc.
<i>EZ PULSE</i> (Australia)	Serial No.: 945,462 Filing Date: 2/28/2003	Reg. No.: 945,462 Reg. Date: 7/7/2003	Sunburst Products, Inc.
<i>EZ PULSE</i> (Canada)	Serial No.: 1,167,896 Filing Date: 2/13/2003	Reg. No.: N/A Reg. Date: N/A	Sunburst Products, Inc.
<i>FREE STYLE</i> (Australia)	Serial No.: 433,074 Filing Date: 9/12/1985	Reg. No.: 433,074 Reg. Date: 9/12/1985	Sunburst Products, Inc.
<i>FREE STYLE</i> (Austria)	Serial No.: 174,858 Filing Date: 3/31/1998	Reg. No.: 174,858 Reg. Date: 3/31/1998	Sunburst Products, Inc.
<i>FREE STYLE</i> (Benelux)	Serial No.: 435,452 Filing Date: 5/21/1997	Reg. No.: 435,452 Reg. Date: 5/21/1997	Sunburst Products, Inc.
<i>FREE STYLE</i> (Brazil)	Serial No.: 814,626,947 Filing Date: 12/20/1988	Reg. No.: 814,626,947 Reg. Date: 12/20/1988	Sunburst Products, Inc.
<i>FREE STYLE</i> (France)	Serial No.: 641,106 Filing Date: 8/14/1992	Reg. No.: 1,409,671 Reg. Date: 5/19/1997	Sunburst Products, Inc.
<i>FREE STYLE</i> (France)	Serial No.: 1,217,342 Filing Date: 8/14/1992	Reg. No.: 1,217,342 Reg. Date: 9/28/1992	Sunburst Products, Inc.
<i>FREE STYLE</i> (Germany)	Serial No.: 397 11 407.9 Filing Date: 3/31/1997	Reg. No.: 397 11 407 Reg. Date: 3/31/1997	Sunburst Products, Inc.

Mark	Serial No., Filing Date	Reg. No., Reg. Date	Last Listed Owner
<i>FREE STYLE (Greece)</i>	Serial No.: 133,741 Filing Date: 7/2/1997	Reg. No.: 133,741 Reg. Date: 11/17/1999	Sunburst Products, Inc.
<i>FREE STYLE (Indonesia)</i>	Serial No.: D967155 Filing Date: 4/15/1996	Reg. No.: 377,886 Reg. Date: 8/4/1997	Sunburst Products, Inc.
<i>FREE STYLE (Italy)</i>	Serial No.: 499,591 Filing Date: 6/4/1987	Reg. No.: 811,942 Reg. Date: 11/9/1988	Sunburst Products, Inc.
<i>FREE STYLE (Japan)</i>	Serial No.: 2,495,556 Filing Date: 1/29/1993	Reg. No.: 2,495,556 Reg. Date: 1/29/1993	Sunburst Products, Inc.
<i>FREE STYLE (Malaysia)</i>	Serial No.: 97-08619 Filing Date: 6/27/1997	Reg. No.: N/A Reg. Date: N/A	Sunburst Products, Inc.
<i>FREE STYLE (Malaysia)</i>	Serial No.: 97-08618 Filing Date: 6/27/1997	Reg. No.: N/A Reg. Date: N/A	Sunburst Products, Inc.
<i>FREE STYLE (Mexico)</i>	Serial No.: 151,364 Filing Date: 10/2/1992	Reg. No.: 659,825 Reg. Date: 10/2/1992	Sunburst Products, Inc.
<i>FREE STYLE (Peru)</i>	Serial No.: 036,732 Filing Date: 4/15/1997	Reg. No.: 039,232 Reg. Date: 9/17/1997	Sunburst Products, Inc.
<i>FREE STYLE (Philippines)</i>	Serial No.: 00126112 Filing Date: 10/30/1997	Reg. No.: N/A Reg. Date: N/A	Sunburst Products, Inc.
<i>FREE STYLE (Singapore)</i>	Serial No.: 5691/83 Filing Date: 10/28/1994	Reg. No.: 5691/83 Reg. Date: 10/28/1994	Sunburst Products, Inc.
<i>FREE STYLE (Singapore)</i>	Serial No.: T97/03188A Filing Date: 3/20/1997	Reg. No.: T97/03188A Reg. Date: 3/20/1997	Sunburst Products, Inc.
<i>FREE STYLE (South Africa)</i>	Serial No.: 97/3990 Filing Date: 3/14/1997	Reg. No.: 1997/03990 Reg. Date: 3/14/1997	Sunburst Products, Inc.
<i>FREE STYLE (South Africa)</i>	Serial No.: 97/3991 Filing Date: 3/14/1997	Reg. No.: 1997/03991 Reg. Date: 3/14/1997	Sunburst Products, Inc.
<i>FREE STYLE in Katakana (Japan)</i>	Serial No.: 1,344,958 Filing Date: 9/29/1998	Reg. No.: 1,344,958 Reg. Date: 9/29/1998	Sunburst Products, Inc.
<i>FREESTYLE</i>	Serial No.: 73/446,900 Filing Date: 10/6/1983	Reg. No.: 1,319,293 Reg. Date: 2/12/1985	Sunburst Products, Inc.
<i>FREESTYLE</i>	Serial No.: 75/813,941 Filing Date: 10/5/1999	Reg. No.: 2,562,830 Reg. Date: 4/23/2002	Sunburst Products, Inc.
<i>FREESTYLE</i>	Serial No.: 76/216,261 Filing Date: 2/26/2001	Reg. No.: 2,612,086 Reg. Date: 8/27/2002	Sunburst Products, Inc.
<i>FREESTYLE (Australia)</i>	Serial No.: 433,073 Filing Date: 9/12/1985	Reg. No.: 433,073 Reg. Date: 8/4/1988	Sunburst Products, Inc.

Mark	Serial No., Filing Date	Reg. No., Reg. Date	Last Listed Owner
<i>FREESTYLE (California)</i>	Serial No.: N/A Filing Date: N/A	Reg. No.: 104,154 Reg. Date: 8/25/1998	Sunburst Products, Inc.
<i>FREESTYLE (Canada)</i>	Serial No.: 810,042 Filing Date: 4/15/1996	Reg. No.: 487,971 Reg. Date: 1/21/1998	Sunburst Products, Inc.
<i>FREESTYLE (Philippines)</i>	Serial No.: 52960 Filing Date: 1/11/1984	Reg. No.: 53339 Reg. Date: 8/19/1992	Sunburst Products, Inc.
<i>MAKO</i>	Serial No.: 75/335,150 Filing Date: 8/4/1997	Reg. No.: 2,250,895 Reg. Date: 6/8/1999	Sunburst Products, Inc.
<i>NIGHT VISION (European Community)</i>	Serial No.: 752,469 Filing Date: 7/19/1998	Reg. No.: 752,469 Reg. Date: 6/16/1999	Sunburst Products, Inc.
<i>RAGE</i>	Serial No.: 75/356,717 Filing Date: 9/15/1997	Reg. No.: N/A Reg. Date: N/A	Sunburst Products, Inc.
<i>SANTA BARBARA MIDDLE SCHOOL</i>	Serial No.: 74/455,082 Filing Date: 11/8/1993	Reg. No.: 1,858,949 Reg. Date: 10/18/1994	Sunburst Products, Inc. & Santa Barbara Middle School
<i>SHARK</i>	Serial No.: 74/063,824 Filing Date: 5/29/1990	Reg. No.: 1,640,415 Reg. Date: 4/9/1991	Sunburst Products, Inc.
<i>SHARK (Brazil)</i>	Serial No.: 819,223,794 Filing Date: 3/27/2001	Reg. No.: 819,223,794 Reg. Date: 3/27/2001	Sunburst Products, Inc.
<i>SHARK (Canada)</i>	Serial No.: 728,343 Filing Date: 5/6/1993	Reg. No.: 444,553 Reg. Date: 6/30/1995	Sunburst Products, Inc.
<i>SHARK (European Community)</i>	Serial No.: 253,112 Filing Date: 5/3/1996	Reg. No.: 253,112 Reg. Date: 9/22/1998	Sunburst Products, Inc.
<i>SHARK (Japan)</i>	Serial No.: 2,529,554 Filing Date: 4/28/1993	Reg. No.: 2,529,554 Reg. Date: 4/28/1993	Sunburst Products, Inc.
<i>SHARK (Malaysia)</i>	Serial No.: 97-08620 Filing Date: 6/27/1997	Reg. No.: N/A Reg. Date: N/A	Sunburst Products, Inc.
<i>SHARK (Mexico)</i>	Serial No.: 151,365 Filing Date: 10/2/1992	Reg. No.: 539,626 Reg. Date: 10/2/1992	Sunburst Products, Inc.
<i>SHARK (Peru)</i>	Serial No.: 036,733 Filing Date: 4/15/1997	Reg. No.: 039,643 Reg. Date: 9/26/1997	Sunburst Products, Inc.
<i>SHARK (Philippines)</i>	Serial No.: 00126110 Filing Date: 10/30/1997	Reg. No.: N/A Reg. Date: N/A	Sunburst Products, Inc.
<i>SHARK (South Africa)</i>	Serial No.: 97/3992 Filing Date: 3/14/1997	Reg. No.: 1997/03992 Reg. Date: 3/14/1997	Sunburst Products, Inc.
<i>SHARK ATAK</i>	Serial No.: 75/298,780 Filing Date: 5/27/1997	Reg. No.: 2,147,857 Reg. Date: 3/31/1998	Sunburst Products, Inc.

Mark	Serial No., Filing Date	Reg. No., Reg. Date	Last Listed Owner
<i>SHARK FIN DESIGN</i>	Serial No.: 74/375,056 Filing Date: 4/1/1993	Reg. No.: 1,809,077 Reg. Date: 12/7/1993	Sunburst Products, Inc.
<i>SHARK FIN DESIGN</i> (Australia)	Serial No.: 630,328 Filing Date: 5/20/1994	Reg. No.: 630,328 Reg. Date: 5/20/1994	Sunburst Products, Inc.
<i>SHARK TIDE</i>	Serial No.: 75/335,059 Filing Date: 8/4/1997	Reg. No.: 2,578,975 Reg. Date: 6/11/2002	Sunburst Products, Inc.
<i>TABU</i>	Serial No.: 76/216,646 Filing Date: 2/26/2001	Reg. No.: N/A Reg. Date: N/A	Sunburst Products, Inc.
<i>TABU</i>	Serial No.: 75/982,320 Filing Date: 2/26/2001	Reg. No.: N/A Reg. Date: N/A	Sunburst Products, Inc.
<i>THRESHER</i>	Serial No.: 75/335,578 Filing Date: 8/4/1997	Reg. No.: 2,222,382 Reg. Date: 2/9/1999	Sunburst Products, Inc.
<i>TIGER SHARK</i>	Serial No.: 75/335,058 Filing Date: 8/4/1997	Reg. No.: 2,652,093 Reg. Date: 11/19/2002	Sunburst Products, Inc.
<i>WATCH DESIGN</i>	Serial No.: 74/300,843 Filing Date: 8/3/1992	Reg. No.: N/A Reg. Date: N/A	Sunburst Products, Inc.

(F) Trademark Licenses (*registered mark(s)*):

1. Trademark License Agreement dated as of November 1, 2000 by and between MUDD, LLC and Fada Industries, Inc. (*Mudd*)
2. License Agreement dated as of January 1, 2001 by and between Wrangler Apparel Corp. and Fada Industries, Inc. (*Timber Creek, Wrangler & Wrangler Hero*)
3. Domestic Merchandising Agreement dated as of February 1, 2002 by and between Hasbro, Inc. and Advance Watch Company Ltd. (*Simon²*)
4. Canadian Merchandising Agreement dated as of February 1, 2002 by and between Hasbro International, Inc. and Advance Watch Company Ltd. (*Simon²*)
5. Domestic Merchandising Agreement dated as of February 1, 2002 by and between Hasbro, Inc. and Advance Watch Company Ltd. (*Operation*)
6. Canadian Merchandising Agreement dated as of February 1, 2002 by and between Hasbro International, Inc. and Advance Watch Company Ltd. (*Operation*)
7. Domestic Merchandising Agreement dated as of February 1, 2002 by and between Hasbro, Inc. and Advance Watch Company Ltd. (*Mr. & Mrs. Potato Head*)

8. Canadian Merchandising Agreement dated as of February 1, 2002 by and between Hasbro International, Inc. and Advance Watch Company Ltd. (*Mr. & Mrs. Potato Head*)
9. License Agreement dated as of April 1, 2002 by and between Etienne Aigner, Inc. and Fada Industries, Inc. (*Etienne Aigner*)
10. Domestic Merchandising Agreement dated as of February 1, 2002 by and between Hasbro, Inc. and Advance Watch Company Ltd. (*G.I. Joe*)
11. Canadian Merchandising Agreement dated as of February 1, 2002 by and between Hasbro International, Inc. and Advance Watch Company Ltd. (*G.I. Joe*)
12. License Agreement dated as of January 1, 1995 by and between Jones Investment Co., Inc. as successor in interest to G.V. Trademark Investments, Ltd. and Fada Industries, Inc. as successor in interest to AKS Timewear, Inc. (as amended, the "**Vanderbilt License Agreement**") (*Gloria Vanderbilt, American Royal, Gloria Vanderbilt Signature, Swan Design, Interlocking GV*)
13. Letter of Agreement dated November 3, 2003 extending the term of the Vanderbilt License Agreement to December 31, 2004.
14. Domestic Merchandising Agreement dated as of February 1, 2002 by and between Hasbro, Inc. and Advance Watch Company Ltd. (*Candyland*)
15. Canadian Merchandising Agreement dated as of February 1, 2002 by and between Hasbro International, Inc. and Advance Watch Company Ltd. (*Candyland*)
16. Domestic Merchandising Agreement dated as of February 1, 2002 by and between Hasbro, Inc. and Advance Watch Company Ltd. (*Bop It*)
17. Canadian Merchandising Agreement dated as of February 1, 2002 by and between Hasbro International, Inc. and Advance Watch Company Ltd. (*Bop It*)
18. Letter Agreement dated as of June 4, 2002 by and among Hasbro, Inc., Hasbro International, Inc. and Advance Watch Company Ltd. (amending the terms of the licenses listed beside Nos. 17 & 18, above)
19. License Agreement dated as of January 1, 2004 by and between the Spalding Division of Russell Corporation as successor in interest to Spalding Sports Worldwide, Inc. and Advance Watch Company Ltd., as amended. (*Spalding*)
20. Trademark License Agreement dated as of January 24, 2003 by and between RA Brands, L.L.C. and Advance Watch Company Ltd. (*Remington*)
21. License Agreement dated as of February 28, 2003 by and between C.D. Peacock Holdings L.L.C. and Advance Watch Company Ltd. (*Vanity Fair*)

22. License Agreement dated as of February 23, 2003 by and between Esprit Europe B.V. and Geneva Watch Company LLC, and related Guarantee dated as of May 19, 2003 by and between Esprit Europe B.V. and Advance Watch Company Ltd. (*Esprit*)

23. License Agreement dated as of September 16, 2002 by and between Media Arts Group, Inc. and Fada Industries, Inc., as amended. (*Thomas Kinkade*)

24. License Agreement (Domestic) dated as of September 24, 2003 by and between BUM Equipment LLC and Advance Watch Company Ltd. (*b.u.m. equipment*)

25. License Agreement re Consumer Products License – Disney Properties dated as of April 10, 2002 by and between ESPN, Inc. and Advance Watch Company Ltd. (*X-Games*)

26. License Agreement dated as of July 1, 2001 by and between Sesame Workshop and Fada Industries, Inc., as amended. (*Sesame Street, Muppet Characters, etc.*)

27. License Agreement dated as of January 1, 2003 by and between The Coca-Cola Company and Fada Industries, Inc. (*Coke NASCAR*)

28. Lucy Pereda License Agreement dated as of November 20, 2003 by and between Lucy Pereda, Inc. and Fada Industries, Inc.

29. License Agreement dated as of January 1, 1999 by and between Timex Licensing Corporation and Advance Watch Company Ltd. (*Timex Stopwatch*)

30. License Agreement dated as of January 1, 1997 by and between Burwood Products Company and Advance Watch Company Ltd. (*Elgin Clocks*)

31. License Agreement dated as of September 1, 2002 by and between National Association for Stock Car Auto Racing, Inc. and Advance Watch Company Ltd. d/b/a Fada Industries, Inc. (*Coke NASCAR*)

32. Licensing Agreement dated as of July 30, 2003 by and between Time Inc. Brand Licensing and Advance Watch Company Ltd. (*Life*)

33. License Agreement dated as of January 1, 2002 by and among Kenneth Cole Productions, Inc., Kenneth Cole Productions (LIC), Inc. and Geneva Watch Company, Inc. (as amended, the “**Kenneth Cole License**”), and related Guaranty dated as of January 1, 2002 in consideration of the Kenneth Cole License executed by Advance Watch Company Ltd. (*Kenneth Cole New York, Reaction Kenneth Cole, Unlisted*)

34. Side Letter Agreement dated as of January 17, 2003 by and between Kenneth Cole Productions (LIC), Inc. and Geneva Watch Company, Inc.

35. License Agreement dated as of June 20, 2001 by and between Viewpoint International, Inc. and Advance Watch Company Ltd. (*Tommy Bahama*)

36. Trademark License Agreement dated as of September 27, 2002 by and between Skechers USA, Inc. II and Advance Watch Company Ltd., as amended. (*Skechers*)
37. Manufacturing License Agreement dated as of July 1, 2003 by and between AZ3, Inc. and Geneva Watch Company, Inc. (*BCBG Max Azria, Parallel*)
38. Development and Purchase Agreement dated as of October 30, 2002 by and between Franklin Electronic Publishers, Inc. and Stylus Writing Instrument Company.
39. DaimlerChrysler License Agreement dated as of August 16, 2002 by and between DaimlerChrysler Corporation and Stylus Writing Instrument Company. (*Jeep*)
40. International Merchandise License Agreement dated as of July 4, 2001 by and between Hasbro International, Inc. and Stylus Writing Instrument Company. (*Yahtzee*)
41. International License Agreement dated as of June 27, 2001 by and between Hasbro International, Inc. and Stylus Writing Instrument Company. (*Yahtzee*)
42. Domestic Merchandising Agreement dated as of March 1, 2001 by and between Hasbro, Inc. and Stylus Writing Instrument Company. (*Yahtzee*)
43. Canadian Merchandising Agreement dated as of March 1, 2001 by and between Hasbro, Inc. and Stylus Writing Instrument Company. (*Yahtzee*)
44. Merchandise Licensing Agreement dated as of May 1, 2002 by and among Hasbro, Inc., Hasbro International, Inc. and Stylus Writing Instrument Company. (*Twister*)
45. International Merchandising License Agreement dated as of July 4, 2001 by and between Hasbro International, Inc. and Stylus Writing Instrument Company. (*Twister*)
46. International License Agreement dated as of January 1, 2002 by and between Hasbro International, Inc. and Stylus Writing Instrument Company. (*Twister*)
47. Domestic Merchandising Agreement dated as of January 11, 2002 by and among Hasbro, Inc., Hasbro International, Inc. and Stylus Writing Instrument Company. (*Transformers*)
48. Merchandise License Agreement dated as of May 1, 2002 by and among Hasbro, Inc., Hasbro International, Inc. and Stylus Writing Instrument Company. (*Tinkertoys*)
49. International Merchandising License Agreement dated as of July 4, 2001 by and between Hasbro International, Inc. and Stylus Writing Instrument Company. (*Tinkertoys*)
50. Domestic Merchandising Agreement dated as of April 1, 2001 by and between Hasbro, Inc. and Stylus Writing Instrument Company. (*Super Soaker*)
51. Canadian Merchandising Agreement dated as of April 1, 2001 by and between Hasbro International, Inc. and Stylus Writing Instrument Company. (*Super Soaker*)

52. International Merchandising License Agreement dated as of July 4, 2001 by and between Hasbro International, Inc. and Stylus Writing Instrument Company. (*Super Soaker*)
53. International License Agreement dated as of January 1, 2002 by and between Hasbro International, Inc. and Stylus Writing Instrument Company. (*Super Soaker*)
54. Domestic Merchandising Agreement dated as of March 1, 2001 by and between Hasbro, Inc. and Stylus Writing Instrument Company. (*Spirograph*)
55. Canadian Merchandising Agreement dated as of March 1, 2001 by and between Hasbro International, Inc. and Stylus Writing Instrument Company. (*Spirograph*)
56. International Merchandising License Agreement dated as of July 4, 2001 by and between Hasbro International, Inc. and Stylus Writing Instrument Company. (*Spirograph*)
57. International License Agreement dated as of January 1, 2002 by and between Hasbro International, Inc. and Stylus Writing Instrument Company. (*Spirograph*)
58. Merchandise License Agreement dated as of May 1, 2002 by and among Hasbro, Inc., Hasbro International, Inc. and Stylus Writing Instrument Company. (*Operation*)
59. International Merchandising License Agreement dated as of July 4, 2001 by and between Hasbro International, Inc. and Stylus Writing Instrument Company. (*Operation*)
60. International License Agreement dated as of January 1, 2002 by and between Hasbro International, Inc. and Stylus Writing Instrument Company. (*Operation*)
61. Domestic Merchandising Agreement dated as of April 1, 2001 by and between Hasbro, Inc. and Stylus Writing Instrument Company. (*Nerf*)
62. Canadian Merchandising Agreement dated as of April 1, 2001 by and between Hasbro International, Inc. and Stylus Writing Instrument Company. (*Nerf*)
63. International Merchandising License Agreement dated as of July 4, 2001 by and between Hasbro International, Inc. and Stylus Writing Instrument Company. (*Nerf*)
64. International License Agreement dated as of January 1, 2002 by and between Hasbro International, Inc. and Stylus Writing Instrument Company. (*Nerf*)
65. Merchandise License Agreement dated as of May 1, 2002 by and among Hasbro, Inc., Hasbro International, Inc. and Stylus Writing Instrument Company. (*Monopoly*)
66. International Merchandising License Agreement dated as of July 4, 2001 by and between Hasbro International, Inc. and Stylus Writing Instrument Company. (*Monopoly*)
67. International License Agreement dated as of January 1, 2002 by and between Hasbro International, Inc. and Stylus Writing Instrument Company. (*Monopoly*)

68. Merchandise License Agreement dated as of May 1, 2002 by and among Hasbro, Inc., Hasbro International, Inc. and Stylus Writing Instrument Company. (*Lite Brite*)
69. International Merchandising License Agreement dated as of July 4, 2001 by and between Hasbro International, Inc. and Stylus Writing Instrument Company. (*Lite Brite*)
70. International License Agreement dated as of January 1, 2002 by and between Hasbro International, Inc. and Stylus Writing Instrument Company. (*Lite Brite*)
71. Domestic Merchandising Agreement dated as of March 1, 2001 by and between Hasbro, Inc. and Stylus Writing Instrument Company. (*Connect Four*)
72. Canadian Merchandising Agreement dated as of March 1, 2001 by and between Hasbro International, Inc. and Stylus Writing Instrument Company. (*Connect Four*)
73. International Merchandising License Agreement dated as of July 4, 2001 by and between Hasbro International, Inc. and Stylus Writing Instrument Company. (*Connect Four*)
74. International License Agreement dated as of January 1, 2002 by and between Hasbro International, Inc. and Stylus Writing Instrument Company. (*Connect Four*)
75. Domestic Merchandising Agreement dated as of November 27, 2000 by and between Hasbro, Inc. and Stylus Writing Instrument Company, as amended. (*Bop It*)
76. International Merchandising License Agreement dated as of July 4, 2001 by and between Hasbro International, Inc. and Stylus Writing Instrument Company. (*Bop It*)
77. International License Agreement dated as of January 1, 2002 by and between Hasbro International, Inc. and Stylus Writing Instrument Company. (*Bop It*)
78. Domestic Merchandising Agreement dated as of March 1, 2001 by and between Hasbro, Inc. and Stylus Writing Instrument Company. (*Boggle*)
79. Canadian Merchandising Agreement dated as of March 1, 2001 by and between Hasbro International, Inc. and Stylus Writing Instrument Company. (*Boggle*)
80. International Merchandising License Agreement dated as of July 4, 2001 by and between Hasbro International, Inc. and Stylus Writing Instrument Company. (*Boggle*)
81. International License Agreement dated as of January 1, 2002 by and between Hasbro International, Inc. and Stylus Writing Instrument Company. (*Boggle*)
82. Merchandise Licensing Agreement dated as of May 1, 2002 by and among Hasbro, Inc., Hasbro International, Inc. and Stylus Writing Instrument Company. (*Barrel of Monkeys*)
83. International Merchandising License Agreement dated as of July 4, 2001 by and between Hasbro International, Inc. and Stylus Writing Instrument Company. (*Barrel of Monkeys*)

84. International License Agreement dated as of January 1, 2002 by and between Hasbro International, Inc. and Stylus Writing Instrument Company. (*Barrel of Monkeys*)
85. Assignment Agreement dated as of January 14, 2003 by and between PCL, S.A. and Advance Watch Company Ltd. (*Pierre Cardin – Mexico*)
86. License Agreement dated as of September 13, 2000 by and between The Ohio Art Company and Stylus Writing Instrument Company. (*Etch A Sketch*)
87. Amended and Restated License Agreement dated as of January 1, 2003 by and between Timex Licensing Corporation and Advance Watch Company Ltd. (*Timex, Indiglo*)
88. License and Distribution Agreement dated as of December 2, 2003 by and between Rachael Hale Photography Limited and Company.
89. License Agreement dated as of November 11, 2002 by and among Goldlion (Far East) Limited, Advance Watch Company (Far East) Limited and Advance Watch Company Ltd., as amended. (*Goldlion*)
90. License Agreement dated as of September 1, 2002 by and between Chickeeduck International Limited and Advance Watch Company (Far East) Limited.
91. Amazon.com Agreement dated as of January 28, 2004 by and between Amazon.com and Advance Group, Inc.
92. Term Sheet dated as of December 31, 2003 by and between Dualstar Consumer Products, LLC and Advance Watch Company Ltd. (*Mary Kate & Ashley Olsen*)
93. Term Sheet dated as of January 1, 2004 by and between Dualstar Consumer Products, LLC and Advance Watch Company Ltd. (*Mary Kate & Ashley Olsen*)
94. License Agreement dated as of February 4, 2004 by and between Mantle Licensing, Inc. and Advance Watch Company Ltd.
95. License Agreement dated as of January 1, 2004 by and between Advance Watch Company Ltd. (*as licensor*) and Wavetime, Inc. (the “**Wavetime License**”), and related Guaranty dated as of January 1, 2004 in consideration of the Wavetime License executed by Chisco, Inc.
96. License Agreement dated as of June 30, 2004 by and between Atari Interactive, Inc. and Stylus Writing Instrument Company.
97. License Agreement dated as of January 5, 2004 by and among The Family of Babe Ruth, The Babe Ruth Baseball League, Inc. and Fada Industries, Inc.
98. License Agreement dated as of May 26, 2004 by and between Warner Bros. Consumer Products Inc. and Advance Watch Company Ltd. (*Catwoman*)

99. License Agreement dated as of March 18, 2004 by and between GT Merchandising & Licensing LLC and Advance Watch Company Ltd. (*Felix The Cat*)

100. License Agreement dated as of May 20, 2004 by and between Ford Motor Company and Advance Watch Company Ltd. (*Mustang, Thunderbird*)

101. License Agreement dated as of January 5, 2004 by and between CMG Worldwide Inc. and Fada Industries, Inc.

102. Sublicense Agreement dated as of May 27, 2004 by and between Elaine Gold Enterprises LLC and Advance Watch Company Ltd. (*USPS*)

103. License Agreement dated as of January 30, 2004 by and among Stanley Logistics, Inc., The Stanley Works and Advance Watch Company Ltd.

104. License Agreement dated as of January 30, 2004 by and between Kobra International, Ltd. d/b/a Nicole Miller and Advance Watch Company Ltd. (*Nicole Miller*)

(G) Trade Secret Licenses: None.

(H) Intellectual Property Exceptions:

1. Opposition filed in Chile by Advance Watch Company Ltd. against Chilean Trademark Application No. 622.787 for registration of the mark "*AQUALITE*" in class 14. The opposition was filed against the party attempting to register this mark, Importadora y Exportadora Super Star Limitada, in February of this year. The opposition is based on the registration in the United States of the mark "*AQUALITE*" in class 14 (for watches and clocks) in the name of Advance Watch Company Ltd.

2. Opposition filed in China by Advance Watch Company Ltd. against an application to register the mark "*FREESTYLE*" in connection with the manufacture and sale of watches. The opposition is based on the registration in the United States and numerous foreign jurisdictions of the marks "*FREESTYLE*" and "*FREE STYLE*" in classes 14, 18 and others (for watches, clocks and other consumer goods) in the name of Advance Watch Company Ltd.'s wholly-owned subsidiary Sunburst Products, Inc.