

12-10-2004

Form PTO-1594

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(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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

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

1. Name of conveying party(ies):

Targus Group International, Inc.,
a Delaware corporation

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

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

3. Nature of conveyance:

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

Execution Date: May 5, 2004

2. Name and address of receiving party(ies)

Name: Wells Fargo Foothill, Inc.

Internal

Address: _____

Street Address: 2450 Colorado Avenue, Suite 3000 West

City: Santa Monica State: CA Zip: 90404

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

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

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

A. Trademark Application No.(s) Please see

Exhibit A attached hereto.

B. Trademark Registration No.(s) Please see

Exhibit A attached hereto.

Additional number(s) attached ☒ Yes ☐ No5. Name and address of party to whom correspondence
concerning document should be mailed:

Name: FEDERAL RESEARCH CORPORATION

Internal Address: _____

Attention: Penelope Agodoa

Street Address: 1030 15th Street, NW

Suite 920

City: Washington State: DC Zip: 20005

6. Total number of applications and
registrations involved: _____

21

7. Total fee (37 CFR 3.41).....\$540.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

N/A

DO NOT USE THIS SPACE

9. Signature.

Leila Tredemeyer

Name of Person Signing



Signature

December 9, 2004

Date

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

12

2/13/2004 GTDN11 00000048 78355622

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231FC:8521
FC:852240.00 DP
500.00 DPTRADEMARK
REEL: 003090 FRAME: 0964

EXHIBIT A

List of Trademarks Targus Group International, Inc.

Name	Serial #	Exp. Date	
Bubblesleeves	78355622	22-Jan-14	1
Softsleeves	78341401	16-Dec-13	2
Team Targus	75228581	13-Jan-08	3
Targus Shuttle	75229011	13-Jan-08	4
Equalizerstrap	75849762	16-Nov-09	5
Targus	76271469	18-Nov-13	6
Targus Essential	76271704	14-Jun-11	7
Making Your	76271705	13-Nov-13	8
Defcon	76319989	02-Oct-11	9
Targus	76321840	05-Oct-11	10
Mobile Essentials	76359492	02-Dec-13	11
Mediamate	78271421	21-Jul-13	12
Cdprojects	78285582	19-Aug-13	13
Airtrak	78289168	19-Aug-13	14
Lappac	73711359	20-Apr-05	15
Targus	73717954	12-Sep-05	16
Targus Platinum	75391062	16-Mar-09	17
Targus By Design	75616932	08-Feb-10	18
Modem Shield	75643372	18-Jul-10	19
APS	75757924	05-Mar-11	20
Citygear	78351168		21

**COLLATERAL ASSIGNMENT OF TRADEMARKS
(SECURITY AGREEMENT)**

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS (SECURITY AGREEMENT) dated as of May 5, 2004 (this "Security Agreement"), is made between **TARGUS GROUP INTERNATIONAL, INC.**, a Delaware corporation with offices at 1211 North Miller Street, Anaheim, California 92806 ("Pledgor"), and **WELLS FARGO FOOTHILL, INC.**, a California corporation with an office at 2450 Colorado Boulevard, Suite 3000 West, Santa Monica, California 90404 ("Pledgee"), as Administrative Agent for the Lenders (as defined below).

W I T N E S S E T H:

WHEREAS, Pledgee, the lenders from time to time party thereto (the "US Lenders"), Ableco Finance LLC, a Delaware limited liability company, as documentation agent, Pledgor and Targus, Inc., a New York corporation ("US Borrower"), have entered into that certain Loan and Security Agreement, dated as of the date hereof (the "US Loan Agreement"), pursuant to which the US Lenders will provide certain financial accommodations to US Borrower (capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the US Loan Agreement);

WHEREAS, Pledgee, the lenders from time to time party thereto (the "Foreign Lenders") and together with the US Lenders, collectively, the "Lenders"), Targus Europe Limited, a company organized under the laws of England and Wales ("Targus Europe"), Targus Asia Pacific (Singapore) Pte Limited, a company organized under the laws of Singapore ("Targus Singapore"), Targus Asia Pacific Limited, a company organized under the laws of Hong Kong ("Targus Hong Kong"), Targus (Canada) Ltd., a company organized under the laws of Canada ("Targus Canada" and, together with Targus Europe, Targus Singapore and Targus Hong Kong, the "Foreign Borrowers" and together with US Borrower, collectively, the "Borrowers"), have entered into that certain Loan and Security Agreement, dated as of the date hereof (the "Foreign Loan Agreement" and together with the US Loan Agreement and all documents in connection therewith, collectively, the "Loan Documents", including, without limitation, that certain Guaranty dated as of the date hereof executed by Pledgor in favor of Pledgee and the Lenders), pursuant to which the Foreign Lenders will provide certain financial accommodations to the Foreign Borrowers;

WHEREAS, in order to secure Pledgor's obligations to Pledgee, the Lenders and the Bank Product Providers under the Loan Documents (the "Obligations"), Pledgor has agreed to grant to Pledgee a security interest in all right, title, and interest in and to, all now owned and hereafter acquired or arising trademarks, United States trademarks and trademark registrations, and the trademark applications and tradenames, set forth on Exhibit A hereto (collectively, the "Trademarks"), and Pledgee has requested Pledgor to enter into this Security Agreement to further evidence such security interest.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration received and to be received, as security for the full payment and performance of the Obligations, and to induce the Lenders to make loans, advances and other financial

accommodations to Borrowers, Pledgor hereby grants to Pledgee, for the benefit of the Lenders and the Bank Product Providers, a security interest in:

- (a) the Trademarks and all extensions, renewals and continuations thereof;
- (b) all registrations of the Trademarks in any State of the United States and any foreign countries and localities;
- (c) all tradenames, trademarks and trademark registrations hereafter adopted or acquired and used, including, but not limited to, those which are based upon or derived from the Trademarks or any variations thereof (the "Future Trademarks");
- (d) all income; royalties, damages and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past, present or future infringements of any of the foregoing;
- (e) all rights to sue for past, present and future infringements of the Trademarks and Future Trademarks;
- (f) all packaging, labeling, trade names, service marks, logos, and trade dress including or containing the Trademarks and Future Trademarks, or a representation thereof, or any variation thereof;
- (g) all licenses and other agreements under which Pledgor is licensor, and all fees, rents, royalties, proceeds or monies thereunder, relating to the Trademarks and Future Trademarks and the use thereof; and
- (h) all goodwill of Pledgor's business connected with, symbolized by or in any way related to the items set forth in clauses (a) through (g) above.

All of the foregoing items set forth in clauses (a) through (h) are hereinafter referred to collectively as the "Collateral."

AND Pledgor hereby covenants with Pledgee as follows:

1. Pledgor's Obligations. Pledgor agrees that, notwithstanding this Security Agreement, it will perform and discharge and remain liable for all its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. Neither Pledgee nor any Lender or Bank Product Provider shall have any obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Security Agreement or any payment received by Pledgee or any Lender or Bank Product Provider relating to the Collateral, nor shall Pledgee or any Lender or Bank Product Provider be required to perform any covenant, duty, or obligation of Pledgor arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement.

2. Representations and Warranties. Pledgor represents and warrants to Pledgee that:

(a) Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, and no adverse claims have been made with respect to its title to or the validity of the Collateral;

(b) the Trademarks are the only trademarks, trademark registrations, trademark applications and trade names in which Pledgor has any or all right, title and interest;

(c) none of the Collateral is subject to any mortgage, pledge, lien, security interest, lease, charge, encumbrance or license (by Pledgor as licensor), except for Pledgee's interests granted hereunder and Permitted Liens; and

(d) Pledgor has the unqualified right to execute, deliver and perform this Agreement and when this Security Agreement is filed in the United States Patent and Trademark Office (the "Trademark Office") and the Pledgee has taken the other actions contemplated in this Security Agreement and by the Loan Documents, this Security Agreement will create a legal and valid perfected and continuing lien on and security interest in the Collateral in favor of Pledgee, enforceable against Pledgor and all third parties, subject to no other mortgage, lien, charge, encumbrance, or security or other interest, other than Permitted Liens.

3. Covenants. Pledgor will maintain the Collateral, defend the Collateral against the claims of all persons, and will file, maintain and renew all registrations of the Collateral; provided, however, that Pledgor will not be required to maintain any Collateral which no longer has any economic value to the extent that Pledgor provides Pledgee prior notice of such determination. Pledgor will maintain the same standard of quality (which Pledgee has reviewed) for the goods and services in connection with which the Trademarks are used as Pledgor maintained for such goods and services prior to entered into this Security Agreement. Pledgee shall have the right to enter upon Pledgor's premises at all reasonable times to monitor such quality standards. Without limiting the generality of the foregoing, and so long as any Trademark or Future Trademark has economic value, Pledgor shall not permit the expiration, termination or abandonment of such Trademark or Future Trademark without the prior written consent of Pledgee. Except to the extent permitted by the US Loan Agreement or the Foreign Loan Agreement, Pledgor agrees that until its Obligations shall have been satisfied in full and the Loan Documents shall have been terminated, Pledgor shall not, without the prior written consent of Pledgee, sell or assign its interest in, or grant any license under (other than to any Obligor or for fair market consideration in the ordinary course of business), any Trademark or enter into any other agreement with respect to any Trademark, and Pledgor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Pledgee under this Security Agreement. If, before the Pledgor's obligations under the Loan Documents have been satisfied in full and the Loan Documents have been terminated, Pledgor shall obtain rights to or be licensed to use any new trademark, or become entitled to the benefit of any trademark application or trademark registration, the provisions of Section 1 hereof shall automatically apply thereto and Pledgor shall give Pledgee prompt notice thereof in writing. In

addition, on such periodic basis as Pledgee shall reasonably require, Pledgor shall cause to be prepared, executed, and delivered to Pledgee supplemental schedules to this Security Agreement to identify all material registered trademarks acquired or generated by Pledgor as being subject to the security interest created hereunder.

4. Use Prior to Default. Effective until Pledgee's exercise of its rights and remedies upon an Event of Default under and as defined in the Loan Documents (an "Event of Default"), Pledgor shall be entitled to use the Collateral in the ordinary course of its business, subject to the terms and covenants of the Loan Documents and this Security Agreement.

5. Remedies Upon Default. Whenever any Event of Default shall occur and be continuing, Pledgee shall have all the rights and remedies granted to it in such event by the Loan Documents, which rights and remedies are specifically incorporated herein by reference and made a part hereof, and any and all rights and remedies of law available to Pledgee or any Lender or Bank Product Provider. Pledgee in such event may, but shall in no way be obligated to, (i) collect directly any payments due to Pledgor in respect of the Collateral and (ii) sell, license, lease, assign, or otherwise dispose of the Collateral in the manner set forth in the Loan Documents. Pledgor hereby agrees that Pledgee shall at all times have such royalty-free licenses, to the extent permitted by law and the Loan Documents, for any Collateral that is reasonably necessary to permit the exercise of any of Pledgee's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of Pledgor or any of its Affiliates in which Pledgee has a security interest, including Pledgee's rights to sell inventory, tooling or packaging which is acquired by Pledgor or any of its Affiliates (or is successor, assignee or trustee in bankruptcy). Pledgor agrees that, in the event of any disposition of the Collateral upon and during the continuance of any such Event of Default, it will duly execute, acknowledge, and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Trademarks or Future Trademarks. Pledgor hereby irrevocably appoints Pledgee as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on Pledgor's behalf. Notwithstanding any provision hereof to the contrary, during the continuance of an Event of Default, Pledgor may sell any merchandise or services bearing the Trademarks and Future Trademarks in the ordinary course of its business and in a manner consistent with its past practices, until it receives written notice from Pledgee to the contrary. The preceding sentence shall not limit any right or remedy granted to Pledgee with respect to Pledgor's inventory under the Loan Documents or any other agreement now or hereinafter in effect.

6. Cumulative Remedies. The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies provided by law. The rights and remedies provided herein are intended to be in addition to and not in substitution of the rights and remedies provided by the Loan Documents or any other agreement or instrument delivered in connection therewith.

7. Waiver of Rights. No course of dealing between the parties to this Security Agreement or any failure or delay on the part of any such party in exercising any rights or remedies hereunder shall operate as a waiver of any rights or remedies of such party or any other

party, and no single or partial exercise of any rights or remedies by one party hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies of such party or any other party. No waiver by Pledgee or any Lender or Bank Product Provider of any breach or default by Pledgor shall be deemed a waiver of any other previous breach or default or of any breach or default occurring thereafter.

8. Future Acts. Until all of the Obligations shall have been paid in full in cash and the Loan Documents (and the Commitments) shall have been terminated, Pledgor shall have the duty to make applications on material unregistered but registrable as trademarks in any location where Pledgor does business, to prosecute such applications diligently, and to preserve and maintain all rights in the Trademarks and the other Collateral. Any expenses incurred in connection with such applications and other actions shall be borne by Pledgor. Pledgor shall not abandon any right to file a trademark application or registration for any trademark, or abandon any such pending trademark application or registration, without the consent of Pledgee, except to the extent that the trademark covered by such application or registration has no economic value to the extent that Pledgor provides Pledgee with prior notice of such determination.

9. Enforcement. Upon Pledgor's failure to do so after Pledgee's demand, or upon an Event of Default, Pledgee shall have the right but shall in no way be obligated to bring suit in its own name (as agent for the Lenders) to enforce the Trademarks and Future Trademarks and any license thereunder, in which event Pledgor shall at the request of Pledgee do any and all lawful acts and execute any and all proper documents required by Pledgee in aid of such enforcement and Pledgor shall promptly, upon demand, reimburse and indemnify Pledgee, each Lender and each Bank Product Provider and their respective agents for all costs and expenses incurred by each such Person in the exercise of its rights under this Section 9.

10. Release. At such time as all of the Obligations shall have been paid in full in cash and the Loan Documents (and the Commitments) shall have been terminated, other than upon enforcement of Pledgee's remedies under the Loan Documents after an Event of Default, Pledgee, as agent for the Lenders, will execute and deliver to Pledgor a release or other instrument as may be necessary or proper to release Pledgor's lien in the Collateral, subject to any dispositions thereof which may have been made by Pledgee pursuant hereto.

11. Notices. All notices, requests and demands to or upon Pledgor or Pledgee under this Security Agreement shall be given in the manner prescribed by the US Loan Agreement.

12. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER.

(a) THE VALIDITY OF THIS SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD CONFLICT OF LAW PROVISIONS THEREOF (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

(b) THE PARTIES HERETO AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE BOROUGH OF MANHATTAN IN THE COUNTY OF NEW YORK IN THE STATE OF NEW YORK, PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT PLEDGEE'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE PLEDGEE ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. PLEDGOR AND PLEDGEE WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 15.

(c) PLEDGOR AND PLEDGEE HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS SECURITY AGREEMENT, ANY OTHER LOAN DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH OF PLEDGOR AND PLEDGEE REPRESENTS THAT IT HAS REVIEWED THIS WAIVER AND KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

13. Successors. This Security Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, however, that Pledgor may not assign this Security Agreement or any rights or duties hereunder without the Pledgee's prior written consent and any prohibited assignment shall be absolutely void ab initio. No consent to assignment by the Pledgee or any Lender or Bank Product Provider shall release Pledgor from its obligations hereunder. Pledgee, Lenders and Bank Product Providers may assign this Security Agreement and their respective rights and duties hereunder pursuant to the terms of the US Loan Agreement and, except as expressly required pursuant to the terms thereof, no consent or approval by Pledgor is required in connection with any such assignment. The liquidation, dissolution or termination of Pledgor shall not terminate this Security Agreement as to such entity or as to Pledgor.

14. Amendments and Waivers. No amendment or waiver of any provision of this Security Agreement, and no consent with respect to any departure by Pledgor therefrom, shall be effective unless the same shall be in writing and signed by the Pledgee and Pledgor and made in compliance with the terms of the US Loan Agreement, and then any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure by Pledgee or any Lender or Bank Product Provider to exercise any right, remedy, or option under this Security Agreement, or delay by Pledgee or any Lender or Bank Product Provider in

exercising the same, will operate as a waiver thereof. No waiver by Pledgee or any Lender or Bank Product Provider will be effective unless it is in writing, and then only to the extent specifically stated. No waiver by Pledgee or any Lender or Bank Product Provider on any occasion shall affect or diminish Pledgee's and each Lender's and Bank Product Provider's rights thereafter to require strict performance by Pledgor of any provision of this Security Agreement. Pledgee's and each Lender's and Bank Product Provider's rights under this Security Agreement will be cumulative and not exclusive of any other right or remedy that Pledgee or any Lender or Bank Product Provider may have. Pledgor hereby authorizes Pledgee to modify this Security Agreement by amending Exhibit A hereto to include any Future Trademarks.

15. Effectiveness. This Security Agreement shall be binding and deemed effective when executed and delivered by Pledgor and Pledgee.

16. Section Headings. Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each Section applies equally to this entire Security Agreement.

17. Severability of Provisions. Each provision of this Security Agreement shall be severable from every other provision of this Security Agreement for the purpose of determining the legal enforceability of any specific provision.

18. Counterparts; Telefacsimile Execution. This Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of this Security Agreement by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Security Agreement. Any party delivering an executed counterpart of this Security Agreement by telefacsimile also shall deliver an original executed counterpart of this Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Security Agreement.

19. Jurisdiction, Service of Process.

(a) Each party hereto irrevocably and unconditionally submits, to the extent permitted by applicable law, to any suit, action or proceeding with respect to this Security Agreement or any other Loan Document or any judgment entered by any court in respect thereof to the jurisdiction of (i) the United States District Court for the Southern District of New York or the Supreme Court of the State of New York, County of New York and any appellate court from any thereof, and (ii) to the courts of its own corporate domicile, at the election of the plaintiff, in respect of actions brought against it as a defendant, and irrevocably submits to the non-exclusive jurisdiction of each such court for the purpose of any such suit, action, proceeding or judgment.

(b) Neither Pledgee nor any Lender or Bank Product Provider shall have any liability to Pledgor (whether in tort, contract, equity or otherwise) for losses suffered by Pledgor in connection with, arising out of, or in any way related to the transactions or

relationships contemplated by this Security Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on such entity that the losses were the result of acts or omissions constituting gross negligence or willful misconduct.

(c) In any such litigation, Pledgee, Lenders and Bank Product Providers shall be entitled to the benefit of the rebuttable presumption that they acted in good faith and with the exercise of ordinary care in the performance by it of the terms of the Loan Documents.

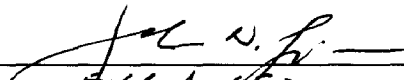
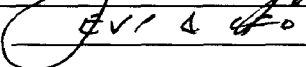
20. Entire Agreement. This Security Agreement, in conjunction with the other Loan Documents, represents the entire agreement and understanding of the parties concerning the subject matter hereof, and supersedes all other prior agreements, understandings, negotiations and discussions, representations, warranties, commitments, proposals, offers and contracts concerning the subject matter hereof, whether oral or written.

21. Supplement. This Security Agreement is a supplement to, and is hereby incorporated into, the Loan Documents and made a part thereof.

IN WITNESS WHEREOF, the parties have entered into this Security Agreement as of the date first above written.

PLEDGOR

**TARGUS GROUP INTERNATIONAL,
INC.,**
a Delaware corporation

By: 
Title: 

PLEDGEE

WELLS FARGO FOOTHILL, INC.,
a California corporation, as Administrative
Agent and as a Lender

By: _____
Title: _____