

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

First Amendment to Second Lien Credit Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Central Florida Press, LLC		12/07/2005	LIMITED LIABILITY COMPANY:
Matlet Group, LLC		12/07/2005	LIMITED LIABILITY COMPANY:
Acme Printing Company, LLC		12/07/2005	LIMITED LIABILITY COMPANY:
Premedia Services of Detroit, LLC		12/07/2005	LIMITED LIABILITY COMPANY:
Packaging Graphics, LLC		12/07/2005	LIMITED LIABILITY COMPANY:
Nova Marketing Services, LLC		12/07/2005	LIMITED LIABILITY COMPANY:
PG Real Estate Holdings, LLC		12/07/2005	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as sole Lender and as Agent for Lender
Street Address:	401 Merritt Seven
Internal Address:	2nd Floor
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1596925	CENTRAL FLORIDA PRESS

CORRESPONDENCE DATA

Fax Number: (202)282-5100

900039348

TRADEMARK
REEL: 003223 FRAME: 0244

CH \$40.00 1596925

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-282-5202
Email: eanderson@winston.com
Correspondent Name: Winston & Strawn LLP
Address Line 1: 1700 K Street, N.W.
Address Line 2: Allan A. Fanucci, Patent Department
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006-3817

ATTORNEY DOCKET NUMBER:	80034-1140
NAME OF SUBMITTER:	Allan A. Fanucci
Signature:	/aaf/
Date:	01/09/2006

Total Attachments: 21

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FIRST AMENDMENT TO SECOND LIEN CREDIT AGREEMENT

THIS FIRST AMENDMENT TO SECOND LIEN CREDIT AGREEMENT ("First Amendment") is entered into as of December 7, 2005, by and among MATLET GROUP, LLC, a Delaware limited liability company ("Holdings"), ACME PRINTING COMPANY, LLC, a Massachusetts limited liability company ("Massachusetts Borrower"), CENTRAL FLORIDA PRESS, LLC, a Florida limited liability company ("Florida Borrower"), PREMEDIA SERVICES OF DETROIT, LLC, a Michigan limited liability company ("Michigan Borrower"), PACKAGING GRAPHICS, LLC, a Rhode Island limited liability company ("Rhode Island Borrower"), NOVA MARKETING SERVICES, LLC, a Missouri limited liability company ("Missouri Borrower"), and PG REAL ESTATE HOLDINGS, LLC, a Rhode Island limited liability company ("Real Estate Borrower") (Holdings, Massachusetts Borrower, Florida Borrower, Michigan Borrower, Rhode Island Borrower, Missouri Borrower and Real Estate Borrower are sometimes collectively referred to herein as the "Borrowers" and individually as a "Borrower"; and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation (in its individual capacity, "GE Capital"), for itself, as sole Lender, and as Agent for Lenders.

RECITALS

A. Borrowers and GE Capital, in its capacity as sole Lender and as Agent, have entered into that certain Second Lien Credit Agreement dated as of December 1, 2005 (the "Credit Agreement"), pursuant to which GE Capital, as Agent and sole Lender, has provided financial accommodations to or for the benefit of Borrowers upon the terms and conditions contained therein. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in Annex A to the Credit Agreement shall be applied herein as defined or established therein.

B. GE Capital, as sole Lender, desires to assign to ORIX Finance Corp. ("ORIX") all of its right, title and interest in and to the Term Loan and the Collateral and to delegate to ORIX all of its Term Loan Commitment and other duties with respect to the Term Loan and Collateral. In connection with such assignment, GE Capital intends to resign as Agent and ORIX, as assignee Lender, desires to appoint itself as successor Agent to succeed to and become vested with all rights, powers, privileges and duties of Agent under the Credit Agreement and the other Loan Documents subject to and pursuant to the terms and conditions of this First Amendment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Ratification and Incorporation of Credit Agreement and Other Loan Documents. Except as expressly modified under this First Amendment, (a) each Borrower and each other Credit Party hereby acknowledges, confirms, and ratifies all of the terms and conditions set forth in, and all of its respective obligations under, the Credit Agreement and the other Loan Documents, and (b) all of the terms and conditions set forth in the Credit Agreement and the other Loan Documents are incorporated herein by this reference as if set forth in full herein.

2. Amendments to Credit Agreement and other Loan Documents.

a. All references in the Credit Agreement or the other Loan Documents to "Agent" or to GE Capital acting in such capacity or in its capacity as a "Lender" shall mean and be a reference to ORIX acting in such capacities, and all addresses provided in the Credit Agreement or the other Loan Documents for Agent or GE Capital acting in such capacity or in its capacity as a Lender shall be deleted and the address provided for ORIX in Annex I of the Credit Agreement (as amended hereby) shall be substituted in lieu thereof.

b. Section 9.4 of the Credit Agreement is hereby amended by deleting the last two sentences thereof in their entirety and substituting the following in lieu thereof: "Each Lender acknowledges the potential conflict of interest between ORIX as a Lender holding disproportionate interests in the Term Loan and ORIX as Agent."

c. The definition of "Collection Account" in Annex A of the Credit Agreement is hereby amended and restated in its entirety as follows:

"Collection Account" shall mean that certain account of Agent, account number 008-0215, Reference: Matlet, in the name of Agent at Mellon Bank, N.A. in Pittsburgh, Pennsylvania, ABA No. 043000261, or such other account as may be specified in writing by Agent as the "Collection Account."

d. Annex A of the Credit Agreement is hereby amended by adding the following new definitions thereto in appropriate alphabetical order:

"ORIX" shall mean ORIX Finance Corp

"First Amendment" shall mean that certain First Amendment to Second Lien Credit Agreement dated as of December 7, 2005, by and among Borrowers and GE Capital, as sole Lender and as Agent for Lenders, and acknowledged by ORIX.

"First Amendment Effective Date" shall have the meaning assigned to it in Section 6 of the First Amendment.

e. Annex I of the Credit Agreement is hereby amended by deleting paragraph (A) thereof in its entirety and substituting the following in lieu thereof:

(A) If to Agent or ORIX, at

ORIX Finance Corp.
1717 Main Street, Suite 900
Dallas, Texas 75201
Attention: Ann Erickson
Telecopier No.: (214) 237-2352
Telephone No.: (214) 237-2366

with copies to:

ORIX Finance Corp.
1177 Avenue of the Americas, 5th Floor
New York, New York 10036
Attention: Bob O'Donnell
Telecopier No.: (646) 495-3815
Telephone No.: (212) 739-1553

and

ORIX Finance Corp.
1717 Main Street, Suite 900
Dallas, Texas 75201
Attention: Rob Stobo
Telecopier No.: (214) 237-2356
Telephone No.: (214) 237-2347

3. Resignation of GE Capital as Agent and Appointment of and Acceptance by ORIX as Successor Agent. (a) GE Capital hereby resigns as Agent, (b) GE Capital, as resigning Agent, and each Lender hereby appoint ORIX to succeed GE Capital as successor Agent, and (c) ORIX hereby accepts such appointment, in each case as of the First Amendment Effective Date (as defined below). Without limiting the generality of the foregoing, from and after the First Amendment Effective Date, ORIX shall be vested with all rights, powers, privileges and duties of Agent under the Credit Agreement and the other Loan Documents and shall enjoy the benefit of, and be bound by, all provisions of the Credit Agreement and the other Loan Documents, including all fee and expense reimbursement provisions and all exculpation and indemnification provisions of the Credit Agreement, applicable to Agent.

4. Consent. Notwithstanding any contrary term or provision set forth in the Credit Agreement or the other Loan Documents, including Section 9.7 of the Credit Agreement, each party hereto hereby consents to the resignation of GE Capital as Agent and the appointment of ORIX as successor Agent as of the First Amendment Effective Date.

5. Ratification and Confirmation of Liens. Each Person signatory hereto that has granted a Lien upon all or any portion of its assets pursuant to any Collateral Document hereby ratifies and confirms, as of the date hereof, the continuing validity of the Liens granted by it under any such Collateral Document, as modified hereby.

6. Conditions to Effectiveness. The effectiveness of this First Amendment is subject to satisfaction of each of the following conditions (the date upon which all such conditions precedent shall have been satisfied, the "First Amendment Effective Date"):

a. receipt by Agent, ORIX and each Lender of copies of this First Amendment duly executed by each Borrower, Agent, ORIX and all Lenders;

b. receipt by Agent, ORIX and each Lender of copies of the attached
(i) Consent and Reaffirmation of Subordination Provisions (the "Subordination Consent") and
(ii) Pledgor and Guarantor Consents (the "Pledgor Consents") and, together with the

Subordination Consent, the "Consents"), in each case duly executed by each Person party thereto; and

c. receipt by Agent, ORIX and GE Capital, as assignor Lender, of copies of an Assignment Agreement duly executed by GE Capital, as assignor Lender, ORIX, as assignee Lender, and acknowledged and consented to by GE Capital, as Agent, and Borrower Representative, and the satisfaction of all conditions to the effectiveness thereof.

7. Further Assurances. GE Capital hereby agrees to execute and deliver, or cause to be executed and delivered, at GE Capital's expense (subject to all fee and expense reimbursement and indemnification provisions of the Credit Agreement and the other Loan Documents applicable to GE Capital, as resigning Agent) and upon request of ORIX, such instruments and documents and do and cause to be done such further acts as may be necessary or proper in the reasonable opinion of ORIX to evidence the appointment of and succession by ORIX as Agent.

8. Entire Agreement. This First Amendment, together with the Credit Agreement and the other Loan Documents, is the entire agreement between the parties hereto with respect to the subject matter hereof. This First Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter hereof.

9. Miscellaneous.

a. Counterparts. This First Amendment and each of the Consents may be executed in identical counterpart copies, each of which shall be an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this First Amendment or any of the Consents by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart thereof.

b. Headings. Section headings used herein are for convenience of reference only, are not part of this First Amendment, and are not to be taken into consideration in interpreting this First Amendment.

c. Recitals. The recitals set forth at the beginning of this First Amendment are true and correct, and such recitals are incorporated into and are a part of this First Amendment.

d. Governing Law. This First Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws.

e. Effect. Upon the effectiveness of this First Amendment, from and after the date hereof, each reference in the Credit Agreement to "this Agreement," "hereunder," "hereof," or words of like import shall mean and be a reference to the Credit Agreement as amended hereby and each reference in the other Loan Documents to the Credit Agreement,

“thereunder,” “thereof,” or words of like import shall mean and be a reference to the Credit Agreement as amended hereby.

f. No Novation. Except as expressly provided herein, the execution, delivery, and effectiveness of this First Amendment shall not (i) limit, impair, constitute a waiver of, or otherwise affect any right, power, or remedy of Agent or any Lender under the Credit Agreement or any other Loan Document, (ii) constitute a waiver of any provision in the Credit Agreement or in any of the other Loan Documents, or (iii) alter, modify, amend, or in any way affect any of the terms, conditions, obligations, covenants, or agreements contained in the Credit Agreement or any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

g. Conflict of Terms. In the event of any inconsistency between the provisions of this First Amendment and any provision of the Credit Agreement, the terms and provisions of this First Amendment shall govern and control.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Second Lien Credit Agreement as of the day and year first above written.

"Borrowers"

MATLET GROUP, LLC

By: BW - W MCG
Name: BENJAMIN W. MCCLEARY
Title: EXECUTIVE VICE PRESIDENT

ACME PRINTING COMPANY, LLC

By: BW - W MCG
Name: BENJAMIN W. MCCLEARY
Title: EXECUTIVE VICE PRESIDENT

CENTRAL FLORIDA PRESS, LLC

By: BW - W MCG
Name: BENJAMIN W. MCCLEARY
Title: EXECUTIVE VICE PRESIDENT

PREMEDIA SERVICES OF DETROIT, LLC

By: BW - W MCG
Name: BENJAMIN W. MCCLEARY
Title: EXECUTIVE VICE PRESIDENT

PACKAGING GRAPHICS, LLC

By: BW - W MCG
Name: BENJAMIN W. MCCLEARY
Title: EXECUTIVE VICE PRESIDENT

NOVA MARKETING SERVICES, LLC

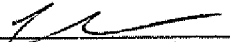
By: BW - W MCG
Name: BENJAMIN W. MCCLEARY
Title: EXECUTIVE VICE PRESIDENT

PG REAL ESTATE HOLDINGS, LLC

By: BW - W MCG
Name: BENJAMIN W. MCCLEARY
Title: EXECUTIVE VICE PRESIDENT

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GENERAL ELECTRIC CAPITAL
CORPORATION,
as resigning Agent and assignor Lender

By: 
Name: DAVID L'HOMME
Duly Authorized Signatory

ACKNOWLEDGED AND AGREED:

ORIX FINANCE CORP.,
as successor Agent and assignee Lender

By: _____
Name: _____
Title: _____

GENERAL ELECTRIC CAPITAL
CORPORATION,
as resigning Agent and assignor Lender

By: _____
Name: _____
Duly Authorized Signatory

ACKNOWLEDGED AND AGREED:

ORIX FINANCE CORP.,
as successor Agent and assignee Lender

By: 
Name: Christopher L. Smith
Title: Authorized Representative

CONSENT AND REAFFIRMATION OF SUBORDINATION PROVISIONS

The undersigned hereby acknowledges receipt of a copy of the First Amendment to Second Lien Credit Agreement dated as of December 7, 2005 (the "First Amendment"), and consents to all of the provisions thereof. The undersigned further acknowledges and agrees that the subordination provisions contained in that certain Preferred Units Subordination Agreement dated as of December 1, 2005, executed by the undersigned, Borrowers and Agent is and shall continue to be in full force and effect.

Dated as of December 7, 2005

QUEBECOR WORLD (USA) INC.

By: 

Name: HUGUES SIMARD

Title: PRESIDENT, COMMERCIAL GROUP.

PLEDGOR AND GUARANTOR CONSENTS

Each of the undersigned hereby (i) ratifies and reaffirms, as of the date hereof, all of the provisions of the Holdings Stockholders Pledge Agreement and the Personal Guaranties to which he is a party, (ii) acknowledges receipt of a copy of the First Amendment to Second Lien Credit Agreement dated as of December 7, 2005 (the "First Amendment"), and (iii) consents to all of the provisions of the First Amendment.

Dated as of December 7, 2005

Gary Stiffler

Dated as of December 7, 2005

Benjamin W. McCleary

Dated as of December 7, 2005

James F. Stone

CONSENT AND REAFFIRMATION OF SUBORDINATION PROVISIONS

The undersigned hereby acknowledges receipt of a copy of the First Amendment to Second Lien Credit Agreement dated as of December 7, 2005 (the "First Amendment"), and consents to all of the provisions thereof. The undersigned further acknowledges and agrees that the subordination provisions contained in that certain Preferred Units Subordination Agreement dated as of December 1, 2005, executed by the undersigned, Borrowers and Agent is and shall continue to be in full force and effect.

Dated as of December 7, 2005

QUEBECOR WORLD (USA) INC.

By: _____
Name: _____
Title: _____

PLEDGOR AND GUARANTOR CONSENTS

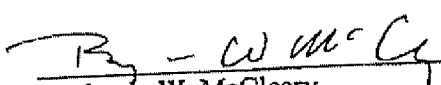
Each of the undersigned hereby (i) ratifies and reaffirms, as of the date hereof, all of the provisions of the Holdings Stockholders Pledge Agreement and the Personal Guaranties to which he is a party, (ii) acknowledges receipt of a copy of the First Amendment to Second Lien Credit Agreement dated as of December 7, 2005 (the "First Amendment"), and (iii) consents to all of the provisions of the First Amendment.

Dated as of December 7, 2005




Gary Stiffler

Dated as of December 7, 2005



Benjamin W. McCleary

Dated as of December 7, 2005



James F. Stone

CONSENT AND REAFFIRMATION OF SUBORDINATION PROVISIONS

The undersigned hereby acknowledges receipt of a copy of the First Amendment to Second Lien Credit Agreement dated as of December 7, 2005 (the "First Amendment"), and consents to all of the provisions thereof. The undersigned further acknowledges and agrees that the subordination provisions contained in that certain Preferred Units Subordination Agreement dated as of December 1, 2005, executed by the undersigned, Borrowers and Agent is and shall continue to be in full force and effect.

Dated as of December 7, 2005

QUEBECOR WORLD (USA) INC.

By: _____
Name: _____
Title: _____

PLEDGOR AND GUARANTOR CONSENTS

Each of the undersigned hereby (i) ratifies and reaffirms, as of the date hereof, all of the provisions of the Holdings Stockholders Pledge Agreement and the Personal Guaranties to which he is a party, (ii) acknowledges receipt of a copy of the First Amendment to Second Lien Credit Agreement dated as of December 7, 2005 (the "First Amendment"), and (iii) consents to all of the provisions of the First Amendment.

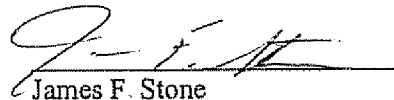
Dated as of December 7, 2005

Gary Stiffler

Dated as of December 7, 2005


Benjamin W. McCleary

Dated as of December 7, 2005


James F. Stone

ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement") is made as of December 12, 2005, by and between GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation ("Assignor Lender"), and ORIX FINANCE CORP. ("Assignee Lender"), and acknowledged and consented to by General Electric Capital Corporation, as agent ("Agent"), and Matlet Group, LLC, as Borrower Representative. All capitalized terms used in this Agreement and not otherwise defined herein shall have the respective meanings set forth in the Credit Agreement as hereinafter defined.

RECITALS

A. Matlet Group, LLC, a Delaware limited liability company ("Holdings"), Acme Printing Company, LLC, a Massachusetts limited liability company ("Massachusetts Borrower"), Central Florida Press, LLC, a Florida limited liability company ("Florida Borrower"), Premedia Services of Detroit, LLC, a Michigan limited liability company ("Michigan Borrower"), Packaging Graphics, LLC, a Rhode Island limited liability company ("Rhode Island Borrower"), Nova Marketing Services, LLC, a Missouri limited liability company ("Missouri Borrower"), and PG Real Estate Holdings, LLC, a Rhode Island limited liability company ("Real Estate Borrower") (Holdings, Massachusetts Borrower, Florida Borrower, Michigan Borrower, Rhode Island Borrower, Missouri Borrower and Real Estate Borrower are sometimes collectively referred to herein as the "Borrowers" and individually as a "Borrower"), the other Persons signatory thereto as Credit Parties, Agent, Assignor Lender and the other Persons signatory thereto as Lenders have entered into that certain Second Lien Credit Agreement dated as of December 1, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Assignor Lender has agreed to make the Term Loan to Borrowers.

B. Assignor Lender desires to assign to Assignee Lender all of its interest in the Term Loan (as described below) and the Collateral and to delegate to Assignee Lender all of its Term Loan Commitment and other duties with respect to such Term Loan and Collateral.

C. Assignee Lender desires to become a Lender under the Credit Agreement and to accept such assignment and delegation from Assignor Lender.

D. Assignee Lender desires to appoint Agent to serve as agent for Assignee Lender under the Credit Agreement. These recitals shall be construed as part of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the agreements, provisions, and covenants herein contained, Assignor Lender and Assignee Lender agree as follows:

1 ASSIGNMENT, DELEGATION, AND ACCEPTANCE

1.1 Assignment. Assignor Lender hereby transfers and assigns to Assignee Lender, without recourse and without representations or warranties of any kind (except as set forth in Section 3.2), all of Assignor Lender's right, title, and interest in the Term Loan, Loan Documents and Collateral as will result in Assignee Lender having as of the Effective Date (as hereinafter defined) a Pro Rata Share thereof, as follows:

<u>Principal Amount</u>	<u>Pro Rata Share</u>
\$15,000,000	100%

1.2 Delegation. Assignor Lender hereby irrevocably assigns and delegates to Assignee Lender all of its Term Loan Commitment and its other duties and obligations as a Lender under the Loan Documents equivalent to 100% of Assignor Lender's Term Loan Commitment (such percentage representing a commitment of \$15,000,000).

1.3 Acceptance by Assignee Lender. By its execution of this Agreement, Assignee Lender irrevocably purchases, assumes and accepts such assignment and delegation and agrees to be a Lender with respect to the delegated interest under the Loan Documents and to be bound by the terms and conditions thereof. By its execution of this Agreement, Assignor Lender agrees, to the extent provided herein, to relinquish its rights and be released from its obligations and duties under the Credit Agreement.

1.4 Effective Date. Such assignment and delegation by Assignor Lender and acceptance by Assignee Lender will be effective and Assignee Lender will become a Lender under the Loan Documents as of the date of this Agreement ("Effective Date") and upon payment of the Assigned Amount (as defined below). Interest accrued prior to the Effective Date shall be for the account of Assignee Lender.

2. INITIAL PAYMENT AND DELIVERY OF NOTES

2.1 Payment of the Assigned Amount. Assignee Lender will pay to Assignor Lender, in immediately available funds, not later than 12:00 noon (New York time) on the Effective Date, an amount equal to its Pro Rata Share of the then outstanding principal amount of the Term Loan as set forth above in Section 1.1 (the "Assigned Amount").

2.2 Waiver of Assignment Fee. Agent hereby waives the requirement set forth in Section 9.1(a) of the Credit Agreement with respect to payment to Agent of an assignment fee in connection with the assignment contemplated hereunder.

2.3 Execution and Delivery of Notes. Following payment of the Assigned Amount, Assignor Lender will deliver to Agent the Term Note previously delivered to Assignor Lender for redelivery to Borrowers and Agent will obtain from Borrowers for delivery to Assignee Lender, a new executed Term Note evidencing Assignee Lender's Pro Rata Share in the Term Loan after

giving effect to the assignment described in Section 1. Such new Note will be issued in the aggregate maximum principal amount of the Term Loan Commitment of the Assignee Lender.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

3.1 Assignee Lender's Representations, Warranties and Covenants. Assignee Lender hereby represents, warrants, and covenants the following to Assignor Lender and Agent:

- (a) this Agreement is a legal, valid, and binding agreement of Assignee Lender, enforceable according to its terms;
- (b) the execution and performance by Assignee Lender of its duties and obligations under this Agreement and the Loan Documents will not require any registration with, notice to, or consent or approval by any Governmental Authority;
- (c) Assignee Lender is familiar with transactions of the kind and scope reflected in the Loan Documents and in this Agreement;
- (d) Assignee Lender has made its own independent investigation and appraisal of the financial condition and affairs of each Credit Party, has conducted its own evaluation of the Term Loan, the Loan Documents and each Credit Party's creditworthiness, has made its decision to become a Lender to Borrowers under the Credit Agreement independently and without reliance upon Assignor Lender or Agent, and will continue to do so;
- (e) Assignee Lender is entering into this Agreement in the ordinary course of its business, and is acquiring its interest in the Term Loan for its own account and not with a view to or for sale in connection with any subsequent distribution; provided, however, that at all times the distribution of Assignee Lender's property shall, subject to the terms of the Credit Agreement, be and remain within its control;
- (f) no future assignment or participation granted by Assignee Lender pursuant to Section 9.1 of the Credit Agreement will require Assignor Lender, Agent, or any Credit Party to file any registration statement with the Securities and Exchange Commission or to apply to qualify under the blue sky laws of any state;
- (g) Assignee Lender has no loans to, written or oral agreements with, or equity or other ownership interest in any Credit Party;
- (h) Assignee Lender will not enter into any written or oral agreement with, or acquire any equity or other ownership interest in, any Credit Party without the prior written consent of Agent; and
- (i) as of the Effective Date, Assignee Lender (i) is entitled to receive payments of principal and interest in respect of the Obligations without deduction for or on account of any taxes imposed by the United States of America or any political subdivision thereof, (ii) is not subject to capital adequacy or similar requirements under Section 1.16(a) of the Credit Agreement, (iii) does not require the payment of any increased costs under Section 1.16(b)

of the Credit Agreement, and (iv) is not unable to maintain LIBOR Loans under Section 1.16(c) of the Credit Agreement, and Assignee Lender will indemnify Agent from and against all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, or expenses that result from Assignee Lender's failure to fulfill its obligations under the terms of Section 1.15(c) of the Credit Agreement or from any other inaccuracy in the foregoing.

3.2 Assignor Lender's Representations, Warranties and Covenants. Assignor Lender hereby represents, warrants and covenants the following to Assignee Lender:

- (a) Assignor Lender is the legal and beneficial owner of the Assigned Amount;
- (b) this Agreement is a legal, valid and binding agreement of Assignor Lender, enforceable according to its terms;
- (c) the execution and performance by Assignor Lender of its duties and obligations under this Agreement and the Loan Documents will not require any registration with, notice to or consent or approval by any Governmental Authority;
- (d) Assignor Lender has full power and authority, and has taken all action necessary to execute and deliver this Agreement and to fulfill the obligations hereunder and to consummate the transactions contemplated hereby;
- (e) Assignor Lender is the legal and beneficial owner of the interests being assigned hereby, free and clear of any adverse claim, lien, encumbrance, security interest, restriction on transfer, purchase option, call or similar right of a third party; and
- (f) this Assignment by Assignor Lender to Assignee Lender complies, in all material respects, with the terms of the Loan Documents.

4. LIMITATIONS OF LIABILITY

Neither Assignor Lender (except as provided in Section 3.2) nor Agent makes any representations or warranties of any kind, nor assumes any responsibility or liability to Assignee Lender whatsoever, with regard to (a) the Loan Documents or any other document or instrument furnished pursuant thereto or the Term Loan or other Obligations, (b) the creation, validity, genuineness, enforceability, sufficiency, value or collectibility of any of them, (c) the amount, value or existence of the Collateral, (d) the perfection or priority of any Lien upon the Collateral, or (e) the financial condition of any Credit Party or other obligor or the performance or observance by any Credit Party of its obligations under any of the Loan Documents. Neither Assignor Lender nor Agent has or will have any duty, either initially or on a continuing basis, to make any investigation, evaluation, appraisal of, or any responsibility or liability with respect to the accuracy or completeness of, any information provided to Assignee Lender which has been provided to Assignor Lender or Agent by any Credit Party. Nothing in this Agreement or in the Loan Documents shall impose upon the Assignor Lender or Agent any fiduciary relationship in respect of the Assignee Lender.

5. FAILURE TO ENFORCE

No failure or delay on the part of Agent or Assignor Lender in the exercise of any power, right, or privilege hereunder or under any Loan Document will impair such power, right, or privilege or be construed to be a waiver of any default or acquiescence therein. No single or partial exercise of any such power, right, or privilege will preclude further exercise thereof or of any other right, power, or privilege. All rights and remedies existing under this Agreement are cumulative with, and not exclusive of, any rights or remedies otherwise available.

6. NOTICES

Unless otherwise specifically provided herein, any notice or other communication required or permitted to be given will be in writing and addressed to the respective party as set forth below its signature hereunder, or to such other address as the party may designate in writing to the other.

7. AMENDMENTS AND WAIVERS

No amendment, modification, termination, or waiver of any provision of this Agreement will be effective without the written concurrence of Assignor Lender, Agent and Assignee Lender.

8. SEVERABILITY

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law. In the event any provision of this Agreement is or is held to be invalid, illegal, or unenforceable under applicable law, such provision will be ineffective only to the extent of such invalidity, illegality, or unenforceability, without invalidating the remainder of such provision or the remaining provisions of the Agreement. In addition, in the event any provision of or obligation under this Agreement is or is held to be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions or obligations in any other jurisdictions will not in any way be affected or impaired thereby.

9. SECTION TITLES

Section and Subsection titles in this Agreement are included for convenience of reference only, do not constitute a part of this Agreement for any other purpose, and have no substantive effect.

10. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

11. APPLICABLE LAW

THIS AGREEMENT WILL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE.

12. COUNTERPARTS

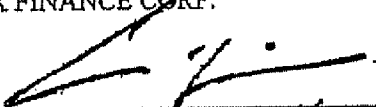
This Agreement and any amendments, waivers, consents, or supplements may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, will be deemed an original and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart thereof.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Assignment Agreement has been duly executed as of the date first written above.

ASSIGNEE LENDER:

ORIX FINANCE CORP.

By: 
Name: Christopher L. Smith
Title: Authorized Representative

ASSIGNOR LENDER:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: _____
Name: _____
Duly Authorized Signatory

Notice Address:

ORIX Finance Corp.
1717 Main Street, Suite 900
Dallas, Texas 75201
Attention: Ann Erickson
Telecopier No.: (214) 237-2352
Telephone No.: (214) 237-2366

with copies to:

ORIX Finance Corp.
1177 Avenue of the Americas, 5th Floor
New York, New York 10036
Attention: Bob O'Donnell
Telecopier No.: (646) 495-3815
Telephone No.: (212) 739-1553

and

ORIX Finance Corp.
1717 Main Street, Suite 900
Dallas, Texas 75201
Attention: Rob Stobo
Telecopier No.: (214) 237-2356
Telephone No.: (214) 237-2347

[Acknowledgments continued]

Notice Address:

General Electric Capital Corporation
401 Merritt Seven, 2d Floor
Norwalk, Connecticut 06851
Attention: Account Manager (Matlet)
Telecopier No.: (203) 229-5643
Telephone No.: (203) 229-1800

with copies to:

Winston & Strawn LLP
333 S. Grand Avenue, 38th Floor
Los Angeles, California 90071-1543
Attention: Paul P. Sagan
Telecopier No.: (213) 615-1750
Telephone No.: (213) 615-1700

and

General Electric Capital Corporation
401 Merritt Seven, 2d Floor
Norwalk, Connecticut 06851
Attention: Corporate Counsel - Corporate
Lending
Telecopier No.: (203) 229-5643
Telephone No.: (203) 229-1800

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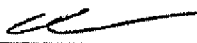
ASSIGNEE LENDER:

ORIX FINANCE CORP.

By: _____
Name: _____
Title: _____

ASSIGNOR LENDER:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: 
Name: DAVID L. HOMME
Duly Authorized Signatory

Notice Address:

ORIX Finance Corp.
1717 Main Street, Suite 900
Dallas, Texas 75201
Attention: Ann Erickson
Telecopier No.: (214) 237-2352
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Attention: Corporate Counsel - Corporate
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Telecopier No.: (203) 229-5643
Telephone No.: (203) 229-1800

[Acknowledgments continued]

ACKNOWLEDGED AND CONSENTED TO:

"Agent"

GENERAL ELECTRIC CAPITAL CORPORATION

By: 
Name: David L. Homme
Duly Authorized Signatory

"Borrower Representative"

MATLET GROUP, LLC

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND CONSENTED TO:

"Agent"

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____

Name: _____

Duly Authorized Signatory

"Borrower Representative"

MATLET GROUP, LLC

By: B - W M' C
Name: BENJAMIN W MCCLEARY
Title: EXECUTIVE VICE PRESIDENT