

10-25-2005

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

REC

103107044

TRADEMARKS ONLY

10/11/05

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Wicks Business Information, LLC

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) September 29, 2005

- Assignment
- Security Agreement
- Other First Amended and Restated Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: as Administrative Agent

Internal

Address: \_\_\_\_\_

Street Address: CityPlace II, 185 Asylum Street

City: Hartford

State: CT

Country: USA Zip: 06103-3494

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other National Association

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 the Trademark.

A. Trademark Application No.(s)

See Schedule A attached hereto and made apart hereof

B. Trademark Registration No.(s)

See Schedule A attached hereto and made apart hereof

Additional sheet(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: Margo Hirsch Strahlberg, Esq.

Internal Address: Bryan Cave LLP

Street Address: 1290 Avenue of the Americas

City: New York

State: New York Zip: 10286

Phone Number: (212) 541-1287

Fax Number: (212) 904-0534

Email Address: mhstrahlberg@bryancave.com

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140.00

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

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_

Expiration Date 09/30/05 - 01/31/06

b. Deposit Account Number 02-4467 To be charged only in the event of any deficiency in the fee presented herewith

Authorized Signatory Name Bryan Cave LLP

9. Signature: Sharon Elwin  
Signature

September 30, 2005  
Date

Sharon Elwin  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 24

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 003239 FRAME: 0975

SCHEDULE A

Trademark Filings

<u>Grantor</u>	<u>Mark</u>	<u>Filing Information</u>	
		Serial or Registration Number	Registration or Filing Date
Wicks Business Information, LLC	Credit Union Times	1,692,896	6/9/92
Wicks Business Information, LLC	Credit Union Times	2,963,162	6/21/05
Wicks Business Information, LLC	Governance & Compliance	78/712929	9/14/05
Wicks Business Information, LLC	Inside Counsel	78/656993	6/23/05
Wicks Business Information, LLC	Inside Counsel Super Conference	78/657519	6/24/05

**FIRST AMENDED AND RESTATED SECURITY AGREEMENT**

**among**

**WICKS BUSINESS INFORMATION, LLC,**

**WICKS BUSINESS INFORMATION HOLDINGS, LLC,**

**EACH OF THE OTHER GRANTORS PARTY HERETO**

**and**

**WEBSTER BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT**

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**Dated as of September 29, 2005**

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FIRST AMENDED AND RESTATED SECURITY AGREEMENT (this "Amended and Restated Security Agreement"), dated as of September 29, 2005, among WICKS BUSINESS INFORMATION, LLC, a Delaware limited liability company (the "Borrower"), WICKS BUSINESS INFORMATION HOLDINGS, LLC, a Delaware limited liability company (the "Parent"), WBI/CLT LLC, a Delaware limited liability company ("WBI/CLT" and, together with each Subsidiary which becomes a Grantor pursuant to the provisions of Article 10, the "Subsidiary Guarantors", each a "Subsidiary Guarantor"; the Subsidiary Guarantors, the Parent and the Borrower are referred to collectively herein as the "Grantors"), and WEBSTER BANK, NATIONAL ASSOCIATION, as administrative agent under the Credit Agreement referred to in the next paragraph (in such capacity, the "Administrative Agent") and in its individual capacity, "Webster") acting on behalf of the Secured Parties (as defined in such Credit Agreement).

## RECITALS

A. Reference is made to (i) the First Amended and Restated Credit Agreement, dated as of September 29, 2005, among the Borrower, Wicks Business Information Holdings, LLC (the "Parent") and the Administrative Agent (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") and (ii) the Security Agreement, dated as of May 25, 2005, among the Borrower, the Parent, the Subsidiary Guarantors and Webster (the "Original Security Agreement").

B. Pursuant to the Credit Agreement, the Lenders have made, and have agreed to continue to make Loans (including the Additional Term Loan to be made on the First Restatement Closing Date) to the Borrower pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. Each of the Subsidiary Guarantors is a direct or indirect subsidiary of the Borrower. Each of the Grantors acknowledges that their business is a mutual and collective enterprise and that the Loans and other financial accommodations made under the Loan Documents will enhance the aggregate borrowing powers of the Borrower and credit availability to the other Loan Parties and facilitate their loan relationship with the Credit Parties, all to the mutual advantage of the Borrower and the Subsidiary Guarantors. Each Subsidiary Guarantor further acknowledges that (i) it has derived and will continue to derive substantial benefit from the Loans and (ii) the execution and delivery by the and the Grantors of this Security Agreement is a condition precedent to the effectiveness of the Credit Agreement and the making of the Additional Term Loan, and the Credit Parties would not have entered into the Credit Agreement or made the Additional Term Loan if the Subs and the Grantors had not agreed to execute and deliver this Security Agreement.

C. This Security Agreement amends and restates the Original Security Agreement in its entirety.

Accordingly, the Grantors and the Administrative Agent, on behalf of itself and each other Secured Party (and each of their respective successors or assigns), hereby agree as follows:

## ARTICLE 1.

### DEFINITIONS; GRANT OF SECURITY; CONTINUING PERFECTION AND PRIORITY

#### Section 1.1 General Definitions

(a) When used in this Security Agreement, each of the following terms shall have the respective meaning ascribed thereto by the UCC as in effect from time to time in the

State of Connecticut: “Account”, “Account Debtor”, “Certificated Securities”, “Chattel Paper”, “Commercial Tort Claim”, “Document”, “Equipment”, “General Intangibles”, “Goods”, “Instrument”, “Inventory”, “Letter of Credit Right”, “Proceeds”, “Record”, “Secured Party”, “Security Certificate”, and “Supporting Obligation”.

(b) As used in this Security Agreement, the following terms shall have the meanings specified below:

“Additional Grantor” has the meaning assigned to such term in Article 10.

“Collateral” has the meaning assigned to such term in Section 1.3.

“Collateral Records” means all books, instruments, certificates, Records, ledger cards, files, correspondence, customer lists, blueprints, technical specifications, manuals and other documents, and all computer software, computer printouts, tapes, disks and related data processing software and similar items, in each case that at any time represent, cover or otherwise evidence, or contain information relating to, any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon.

“Copyrights” means all of the following: (i) all copyright rights in any work subject to the copyright laws of the United States of America or any other country, whether as author, assignee, transferee or otherwise, and (ii) all registrations and applications for registration of any such copyright in the United States of America or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office or any similar offices in the United States of America or any other country.

“Intellectual Property” means all intellectual and similar property of any Grantor of every kind and nature, including inventions, designs, Patents, Copyrights, Trademarks, licenses in respect thereof, domain names, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

“Lender’s Questionnaire” means, collectively, (i) with respect to the Parent and the Borrower, the questionnaire attached hereto and made a part hereof and (ii) each other questionnaire in form and substance satisfactory to the Administrative Agent delivered in connection with an Additional Grantor.

“Obligations” means (i) the due and punctual payment of (a) principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (b) obligations with respect to Bank Products, and (c) all other monetary obligations, including reimbursement fees, commissions, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Loan Parties to the Secured Parties, or that are otherwise payable to any

Credit Party, in each case under the Loan Documents, (ii) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Loan Parties or any other party (other than a Credit Party) whether under or pursuant to the Loan Documents or otherwise, and (iii) unless otherwise agreed upon in writing by the applicable Lender party thereto, all obligations of the Borrower, monetary or otherwise, under each Hedging Agreement entered into with a Secured Party or any of its Affiliates.

“Patents” means all of the following: (i) all letters patent of the United States of America or any other country, all registrations and recordings thereof and all applications for letters patent of the United States of America or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in the United States of America or any other country, and (ii) all reissues, continuations, divisions, continuations in part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

“Pledged Collateral” means, collectively, Pledged Debt and Pledged Equity Interests.

“Pledged Debt” means all debt owed or owing to any Grantor by the Parent or any of its subsidiaries, the Borrower or any Subsidiary, all Instruments, Chattel Paper or other documents, if any, representing or evidencing such debt.

“Pledged Equity Interests” means all Equity Interests owned or held by or on behalf of any Grantor in the Borrower or any Subsidiary, and all Security Certificates or other documents, if any, representing or evidencing such Equity Interests.

“Secured Parties” means (i) the Credit Parties, (ii) unless otherwise agreed upon in writing by it, each counterparty (other than a Loan Party) to a Hedging Agreement, (iii) the beneficiaries of each indemnification obligation undertaken by or on behalf of any Grantor under any Loan Document, and (iv) the successors and assigns of each of the foregoing.

“Security Interest” means, collectively, the Liens created or purported to be created hereby.

“Trademarks” means all of the following: (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in the United States of America or any other country, and all extensions or renewals thereof, (ii) all goodwill associated therewith or symbolized by any of the foregoing and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of Connecticut or, when the context implies, the Uniform Commercial Code as in effect from time to time in any other applicable jurisdiction.

Section 1.2 Other Definitions; Interpretation

(a) Other Definitions. Capitalized terms used herein and not otherwise defined herein, and the term “subsidiary” shall have the meanings assigned to such terms in the Credit Agreement.

(b) Rules of Interpretation. The rules of interpretation specified in Sections 1.2 and 1.3 of the Credit Agreement shall be applicable to this Security Agreement. 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. To the extent the UCC is revised after the date hereof such that the definition of any of the foregoing terms included in the description or definition of the Collateral is changed, the parties hereto desire that any property which is included in such changed definitions, but which would not otherwise be included in the Security Interest on the date hereof, nevertheless be included in the Security Interest upon the effective date of such revision.

Section 1.3 Grant of Security

As security for the payment and performance of the Obligations, each Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, and hereby grants to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all of such Grantor’s right, title and interest in, to and under 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) In the case of the Parent, (i) all Pledged Collateral, (ii) to the extent not otherwise included above, all Collateral Records and Supporting Obligations in respect of the foregoing and (iii) to the extent not otherwise included above, all Proceeds, substitutions and profits of or in respect of any of the foregoing; and

(b) In the case of all other Grantors, (i) all Accounts, (ii) all Chattel Paper, (iii) all Documents, (iv) all Equipment, (v) all General Intangibles, (vi) all Instruments, (vii) all insurance policies covering any or all of the Collateral (regardless of whether the Administrative Agent or any other Secured Party is the loss payee thereof) and all business interruption insurance policies, (viii) all Intellectual Property, (ix) all Inventory, (x) all Pledged Collateral, (xi) all Letter of Credit Rights, (xii) to the extent not otherwise included in clauses (i) through (xi) of this subsection, all Collateral Records and Supporting Obligations in respect of the foregoing, (xiii) to the extent not otherwise included in clauses (i) through (xii) of this Section, all other property of such respective Grantors, in each case under this paragraph (b), in which a security interest may be granted by such respective Grantors under the UCC or which may be delivered to and held by the Administrative Agent pursuant to the terms hereof, and (xiv) to the extent not otherwise included in clauses (i) through (xiii) of this Section, all Proceeds, products, substitutions, accessions, rents and profits of or in respect of any of the foregoing.

(c) Certain Limited Exclusions. Notwithstanding anything in this Section 1.3 to the contrary, in no event shall the Collateral include, and no Grantor shall be deemed to have granted the Security Interest in, (i) any right under any lease, license or other contract or agreement constituting a General Intangible (other than Pledged Collateral), but only to the extent



that the granting of a security interest therein or an assignment thereof would violate any applicable law or any enforceable provision of such lease, license or other contract or agreement, as applicable, provided that to the extent the Security Interest at any time hereafter shall no longer be prohibited by law, and/or immediately upon such provision no longer being enforceable, as the case may be, the Collateral shall automatically and without any further action include, and the Grantors shall be deemed to have granted automatically and without any further action a Security Interest in, such right as if such law had never existed or such provision had never been enforceable, as the case may be, (ii) any Margin Stock, and (iii) any Equity Interests in a Subsidiary that was organized under the laws of a jurisdiction other than the United States of America or a State thereof.

## ARTICLE 2.

### SECURITY FOR OBLIGATIONS; NO ASSUMPTION OF LIABILITY

This Security 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 Title 11 of the United States Code, or any similar provision of any other bankruptcy, insolvency, receivership or other similar law), of all Obligations. Notwithstanding anything to the contrary herein, the Security Interest is granted as security only and shall not subject the Administrative Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

## ARTICLE 3.

### REPRESENTATIONS AND WARRANTIES AND COVENANTS

#### Section 3.1 Generally

(a) Representations and Warranties. Each of the Grantors, jointly with the other Grantors and severally, represents and warrants to the Administrative Agent and the other Secured Parties that:

(i) The information in its Lender's Questionnaire is true and correct in the case of (i) the Parent and the Borrower, on the date hereof or (ii) each other Grantor, the date on which it became a Grantor.

(ii) Such Grantor has good and valid rights in or title to, the Collateral with respect to which it has purported to grant the Security Interest, except for minor defects in title that do not materially interfere with its ability to conduct its business as currently conducted or to utilize such Collateral for its intended purposes, and except for Liens expressly permitted pursuant to the Loan Documents.

(iii) This Security Agreement creates a valid and continuing Security Interest in the Collateral in favor of the Secured Parties. Upon (i) the presentation for filing of the UCC financing statements naming such Grantor as "debtor" and the Administrative Agent as "secured party", or the making of other appropriate filings, registrations or recordings, containing

a description of such Collateral in the office of the Secretary of State (or other analogous office) of the jurisdiction of its incorporation or formation as set forth in the certificate of incorporation or formation, as the case may be, of such Grantor, (ii) the delivery to the Administrative Agent of the Pledged Collateral to the extent certificated endorsed in blank, (iii) the filing, registration or recordation of fully executed security agreements in the form hereof in the United States Patent and Trademark Office of United States Copyright Office, as applicable, and (iv) obtaining control of any cash or other property described in Section 1.3(b)(xiii), such Security Interest shall be a perfected first priority Security Interest, provided, however, that solely with respect to clause (iv) hereof, such Security Interest shall be a perfected first priority Security Interest to the extent that perfection can be effected through obtaining control.

(iv) All leases, licenses and other contracts and agreements as to which no security interest is granted by virtue of Section 1.3(c) are not material to the business of the Parent or any of its Subsidiaries, or the Borrower or any of its Subsidiaries, in either case taken as a whole.

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

(i) It shall maintain, at its own cost and expense, such complete and accurate Records with respect to the Collateral as is consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which it is engaged, but in any event to include complete accounting Records indicating all payments and proceeds received with respect to any part of the Collateral, and, at such time or times as the Administrative Agent may reasonably request, promptly to prepare and deliver to the Administrative Agent a duly certified schedule or schedules in form and detail satisfactory to the Administrative Agent showing the identity and amount of any and all such Collateral.

(ii) It shall, at its own cost and expense, take any and all actions necessary to defend title to the Collateral owned or rights in Collateral held by it or on its behalf against all Persons and to defend the Security Interest in the Collateral and the priority thereof against any Lien or other interest not expressly permitted by the Loan Documents, and in furtherance thereof, it shall not take, or permit to be taken, any action not otherwise expressly permitted by the Loan Documents that could reasonably be expected to impair the Security Interest or the priority thereof or any Secured Party's rights in or to such Collateral.

(iii) At its option, the Administrative Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral owned or held by or on behalf of such Grantor, and not permitted by the Loan Documents, and may pay for the maintenance and preservation of such Collateral to the extent such Grantor fails to do so as required by the Loan Documents, and such Grantor agrees, jointly with the other Grantors and severally, to reimburse the Administrative Agent on demand for any payment made or any expense incurred by the Administrative Agent pursuant to the foregoing authorization; provided, however, that nothing in this paragraph shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Administrative Agent or any other Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, Liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

(iv) It shall remain liable for the failure to observe and perform all obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral owned or held by it or on its behalf, all in accordance with the terms and conditions thereof, and it agrees, jointly with the other Grantors and severally, to indemnify and hold harmless the Administrative Agent and the other Secured Parties from and against any and all liability for such performance.

(v) It shall not make, or permit to be made, an assignment, pledge or hypothecation of the Collateral owned or held by it or on its behalf, or grant any other Lien in respect of such Collateral, except as expressly permitted by the Loan Documents.

(vi) It shall, at its own cost and expense, maintain or cause to be maintained insurance covering physical loss or damage to the Collateral owned or held by it or on its behalf against all risks and liability arising from the use or intended use, or otherwise attributable or relating to, the Collateral, in each case in accordance with Section 6.10 of the Credit Agreement. With respect to each insurance policy (other than any policy related to workers' compensation), it shall deliver to the Administrative Agent a lender's endorsement in form and substance reasonably satisfactory to the Administrative Agent. Such Grantor irrevocably makes, constitutes and appoints the Administrative Agent (and all officers, employees or agents designated by the Administrative Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of such Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. If the Administrative Agent receives proceeds with respect to any insurance policy, and at the time of such receipt no Default or Event of Default shall have occurred and is continuing, the Administrative Agent shall deliver such proceeds to the Borrower in the form received. In the event that such Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Administrative Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Administrative Agent deems advisable. All sums disbursed by the Administrative Agent in connection with this subsection, including reasonable attorneys' fees and expenses, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by such Grantor to the Administrative Agent and shall be additional Obligations secured hereby.

(vii) It shall provide the Administrative Agent with prompt written notice of (a) each Commercial Tort Claim in respect of which such Grantor has any right, title or interest that is not listed in Section 1.3 above (and will promptly take all steps as the Administrative Agent may request to grant to the Administrative Agent and the other Secured Parties a first prior Lien therein), and (b) any judgment, settlement or other disposition of any new or existing Commercial Tort Claim.

### Section 3.2 Equipment and Inventory

Each of the Grantors, jointly with the other Grantors and severally, represents and warrants to the Administrative Agent and the other Secured Parties that all of its Equipment and Inventory (other than mobile goods, Inventory and Equipment in transit and other Collateral in which possession is not maintained in the ordinary course of its business) is kept only at the

locations specified in the Lender's Questionnaire. In addition, each Grantor covenants and agrees that it shall not permit any Equipment or Inventory with a value in excess of \$50,000 owned or held by it or on its behalf (and shall not permit, with respect to all Grantors, taken as a whole, Equipment and Inventory with a value in excess of \$150,000 in the aggregate) to be in the possession or control of any other Person (other than Collateral in which possession is not maintained in the ordinary course of business), either than a warehouseman, bailee, agent or processor reasonably acceptable to the Administrative Agent that shall have been notified of the Security Interest and shall have agreed in writing with the Administrative Agent to hold such Equipment or Inventory subject to the Security Interest and the instructions of the Administrative Agent and to waive and release any Lien held by it with respect to such Equipment or Inventory, whether arising by operation of law or otherwise.

Section 3.3     Accounts

(a)     Representations and Warranties. Each of the Grantors, jointly with the other Grantors and severally, represents and warrants to the Administrative Agent and the other Secured Parties that no Account is evidenced by an Instrument or Chattel Paper that has not been delivered to the Administrative Agent.

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

(i)     It shall mark conspicuously, in form and manner reasonably satisfactory to the Administrative Agent, all Chattel Paper, Instruments and other evidence of any Accounts (other than any delivered to the Administrative Agent as provided herein), as well as the related Records, with an appropriate reference to the fact that the Administrative Agent has a security interest therein.

(ii)    It will not, without the Administrative Agent's prior written consent (which consent shall not be unreasonably withheld), grant any extension of the time of payment of any Account, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any Supporting Obligation, or allow any credit or discount whatsoever thereon, other than extensions, credits, discounts, releases, compromises or settlements granted or made in the ordinary course of business and consistent with its current practices or in accordance with such practices reasonably believed by such Grantor to be prudent.

(iii)   Except as otherwise provided in this Section, it shall continue to collect all amounts due or to become due to it under all Accounts and any Supporting Obligations relating thereto, and diligently exercise each material right it may have thereunder, in each case at its own cost and expense, and in connection with such collections and exercise, it shall, upon the occurrence and during the continuance of an Event of Default, take such action as it or the Administrative Agent may reasonably deem necessary. Notwithstanding the foregoing and in addition to all other rights and remedies, the Administrative Agent shall have the right at any time after the occurrence and during the continuance of an Event of Default to notify, or require such Grantor to notify, any Account Debtor with respect to any such Account or Supporting Obligation of the Administrative Agent's security interest therein, and in addition, at any time during the continuation of an Event of Default, the Administrative Agent may: (A) direct such Account Debtor to make payment of all amounts due or to become due to such Grantor thereunder directly to the Administrative Agent and (B) enforce, at the cost and expense of such Grantor, collection thereof and to adjust, settle or compromise the amount or payment thereof, in

the same manner and to the same extent as such Grantor would be able to have done. If the Administrative Agent notifies such Grantor that it has elected to collect any such Account or Supporting Obligation in accordance with the preceding sentence, any payments thereof received by such Grantor shall not be commingled with any of its other funds or property but shall be held separate and apart therefrom, shall be held in trust for the benefit of the Administrative Agent hereunder and shall be forthwith delivered to the Administrative Agent in the same form as so received (with any necessary indorsement), and such Grantor shall not grant any extension of the time of payment thereof, compromise, compound or settle the same for less than the full amount thereof, release the same, wholly or partly, or allow any credit or discount whatsoever thereon. Each Grantor shall use its best efforts to keep in full force and effect any Supporting Obligation relating to any Account.

#### Section 3.4 Pledged Collateral; Documents

(a) Representations and Warranties. Each of the Grantors, jointly with the other Grantors and severally, represents and warrants to the Administrative Agent and the other Secured Parties that: (i) all Pledged Equity Interests have been duly authorized and validly issued and are fully paid and non-assessable, and such Grantor is the direct owner, beneficially and of record, thereof, free and clear of all Liens (other than Liens expressly permitted by the Loan Documents), (ii) all Pledged Debt has been duly authorized, issued and delivered and, where necessary, authenticated, and, to the knowledge of such Grantor, constitutes the legal, valid and binding obligation of the obligor with respect thereto, enforceable in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, and (iii) all Certificated Securities, Chattel Paper or Instruments evidencing Pledged Collateral, and all Documents, have been delivered to the Administrative Agent.

(b) Registration in Nominee Name; Denominations. Each Grantor hereby agrees that without limiting Article 5, the Administrative Agent, on behalf of the Secured Parties, shall have the right (in its sole and absolute discretion) to hold, where applicable, Pledged Collateral in the Administrative Agent's own name as pledgee, the name of its nominee (as pledgee or as sub-agent) or the name of the applicable Grantor, endorsed or assigned, where applicable, in blank or in favor of the Administrative Agent.

(c) Distributions. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent, on behalf of the Secured Parties, shall have the right to receive (for application to the Obligations) all dividends, interest or principal in respect of Pledged Collateral (other than distributions permitted under Section 7.8(viii) of the Credit Agreement) and to the extent that any thereof is received by or on behalf of a Grantor, it shall be held in trust for the benefit of the Secured Parties, shall be segregated from other property or funds of such Grantor and shall be forthwith delivered to the Administrative Agent upon demand in the same form as so received (with any necessary endorsement). Any and all money and other property paid over to or received by the Administrative Agent pursuant to this clause shall be retained by the Administrative Agent in an account to be established in the name of the Administrative Agent, for the ratable benefit of the Secured Parties, under its sole dominion and control and shall be applied in accordance with the provisions of Section 6.2. After all Events of Default have been cured or waived, the Administrative Agent shall, within five Business Days after all such Events of Default have been cured or waived, repay to the applicable Grantor all cash dividends, interest and principal (without interest) which remain in such account.

(d) Voting Rights. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent, on behalf of the Secured Parties, shall be vested with all rights of each Grantor to exercise the voting and consensual rights and powers with respect to Pledged Collateral.

### Section 3.5 Intellectual Property Collateral

Each Grantor hereby covenants and agrees as follows:

(i) It will not, nor will it permit any of its licensees (or sublicensees) to, do any act, or omit to do any act, whereby any material Patent that is related to the conduct of its business may become invalidated or dedicated to the public, and it shall continue to mark any products covered by a Patent with the relevant patent number as necessary to establish and preserve its maximum rights under applicable patent laws.

(ii) It will (either directly or through its licensees or its sublicensees), for each material Trademark included in the Collateral that is related to the conduct of its business, (A) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, (B) maintain the quality of products and services offered under any such Trademark consistent with the intended use of the Trademark, (C) display such Trademark with notice of Federal or other analogous registration to the extent necessary to establish and preserve its rights under applicable law, and (D) not knowingly use or knowingly permit any of its licensees or sublicensees to use such Trademark in violation of any third party's valid and legal rights.

(iii) It will (either directly or through its licensees or its sublicensees), for each material work covered by a Copyright included in the Collateral that is related to the conduct of its business, continue to publish, reproduce, display, adopt and distribute the material work with appropriate copyright notice as necessary to establish and preserve its maximum rights under applicable copyright laws.

(iv) It will promptly notify the Administrative Agent in writing if it knows that any Intellectual Property material to the conduct of its business and included in the Collateral may become abandoned, lost or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or the United States Copyright Office, or any similar offices or tribunals in the United States of America or any other country) regarding such Grantor's ownership of any such Intellectual Property, its right to register the same, or to keep and maintain the same.

(v) In no event shall it, either directly or through any agent, employee, licensee or designee, file an application for any Intellectual Property of material value with the United States Patent and Trademark Office, the United States Copyright Office or any similar offices in the United States of America or any other country, unless it promptly notifies the Administrative Agent in writing thereof and, upon request of the Administrative Agent, executes and delivers any and all agreements, instruments, documents and papers as the Administrative Agent may reasonably request to evidence the Administrative Agent's security interest in such Intellectual Property, and such Grantor hereby appoints the Administrative Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such

attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(vi) It will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar offices or tribunals in the United States of America or any other country, to maintain and pursue each material application relating to the Intellectual Property included in the Collateral owned or held by it or on its behalf (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registered Trademark and Copyright included in the Collateral that is material to the conduct of its business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent, in good faith, with reasonable business judgment, to initiate opposition, interference and cancellation proceedings against third parties. In the event that it has reason to believe that any Intellectual Property included in the Collateral material to the conduct of its business has been or is about to be infringed, misappropriated or diluted by a third party, it promptly shall notify the Administrative Agent in writing and shall, if consistent, in good faith, with reasonable business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions consistent with reasonable business practices under the circumstances to protect such Intellectual Property.

(vii) During the continuance of an Event of Default, it shall use its best efforts to obtain all requisite consents or approvals by the licensor of each material license included in the Collateral owned or held by it or on its behalf to effect the assignment (as collateral security) of all of its right, title and interest thereunder to the Administrative Agent or its designee.

(viii) It shall continue to collect all amounts due or to become due to such Grantor under all material Intellectual Property included in the Collateral owned or held by it or on its behalf, and diligently exercise each material right it may have thereunder, in each case at its own cost and expense, and in connection with such collections and exercise, it shall, upon the occurrence and during the continuance of an Event of Default, take such action as it or the Administrative Agent may reasonably deem necessary. Notwithstanding the foregoing, the Administrative Agent shall have the right at any time after the occurrence and during the continuance of an Event of Default to notify, or require such Grantor to notify, any relevant obligors with respect to such amounts of the Administrative Agent's security interest therein.

#### ARTICLE 4.

##### FURTHER ASSURANCES

Each Grantor hereby covenants and agrees, at its own cost and expense, promptly execute and deliver all further certificates, documents, instruments, financing and continuation statements and amendments thereto, notices and other agreements, and take all further action, that the Administrative Agent may reasonably request from time to time, in order to perfect and protect the Security Interest granted hereby or to enable the Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral.

## ARTICLE 5.

### ADMINISTRATIVE AGENT APPOINTED ATTORNEY-IN-FACT

Each Grantor hereby appoints the Administrative Agent and any officer or agent thereof, as its true and lawful agent and attorney-in-fact for the purpose of carrying out the provisions of this Security Agreement, taking any action such Grantor is obligated to take under any Loan Document, and taking any action and executing any instrument that the Administrative Agent may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest, provided that the Administrative Agent agrees it will not exercise its authority as the agent and attorney-in-fact of the Borrower unless an Event of Default shall have occurred and shall be continuing. The provisions of this Article shall in no event relieve any Grantor of any of its obligations hereunder or under the other Loan Documents with respect to any of the Collateral or impose any obligation on the Administrative Agent to proceed in any particular manner with respect to any of the Collateral, or in any way limit the exercise by the Administrative Agent or any other Secured Party of any other or further right that it may have on the First Restatement Date or hereafter, whether hereunder, under any other Loan Document, by law or otherwise.

## ARTICLE 6.

### REMEDIES UPON DEFAULT

#### Section 6.1 Remedies Generally

Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent may exercise any and all rights and remedies granted to a Secured Party by the UCC or otherwise allowed at law, and provided by this Agreement. Without limiting the foregoing, with respect to any Collateral consisting of Intellectual Property each Grantor agrees, on demand, to license or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Administrative Agent shall determine, unless any of the Grantor's obligations would violate any then-existing licensing arrangements to the extent that waivers cannot be obtained. The Administrative Agent may sell all or a portion of the Collateral in any manner permitted by applicable law, provided, that the Grantors agree that twenty days' written notice of any such sale shall be deemed reasonable notice within the meaning of Section 9-611 of the UCC as in effect in the State of New York or its equivalent in other jurisdictions (or any successor provisions)).

#### Section 6.2 Application of Proceeds of Sale

The Administrative Agent shall apply the proceeds of any collection or sale of the Collateral, as well as any Collateral consisting of cash (except as otherwise provided in Section 6.11 of the Credit Agreement), as follows: (i) first, to the payment of all reasonable costs and expenses incurred by the Administrative Agent in connection with such collection or sale or otherwise in connection with this Security Agreement, any other Loan Document or any of the Obligations, including all out of pocket court costs and the reasonable fees and expenses of its agents and legal counsel, the repayment of all advances made by the Administrative Agent hereunder or under any other Loan Document on behalf of any Grantor and any other reasonable out-of-pocket costs or expenses incurred in connection with the exercise of any right or remedy

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hereunder or under any other Loan Document, (ii) second, to the payment in full of the Obligations in such order as the Administrative Agent may choose; and (iii) third, to the applicable Grantor, its successors or assigns, or as a court of competent jurisdiction may otherwise direct.

### Section 6.3 Grant of license to Use Intellectual Property

For the purpose of enabling the Administrative Agent to exercise rights and remedies under this Article, at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants, to the extent it has the right to grant, to the Administrative Agent an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to such Grantor) to use, license or sublicense any of the Collateral consisting of Intellectual Property now owned or held or hereafter acquired or held by or on behalf of such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Administrative Agent shall be exercised, at the option of the Administrative Agent, upon the occurrence and during the continuation of an Event of Default; provided that any license, sublicense or other transaction entered into by the Administrative Agent in accordance herewith shall be binding upon such Grantor notwithstanding any subsequent cure of an Event of Default. Any royalties and other payments received by the Administrative Agent shall be applied in accordance with Section 6.2.

## ARTICLE 7.

### REIMBURSEMENT OF THE ADMINISTRATIVE AGENT

Each Grantor agrees, jointly with the other Grantors and severally, to pay to or reimburse the Administrative Agent for all of its fees, costs and reasonable expenses incurred in connection herewith.

## ARTICLE 8.

### SECURITY INTEREST ABSOLUTE

All rights of the Administrative Agent hereunder, the Security Interest and all obligations of each Grantor hereunder shall be absolute and unconditional irrespective of (i) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations, or any other agreement or instrument relating to any of the foregoing, (ii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other waiver, amendment, supplement or other modification of, or any consent to any departure from, the Credit Agreement, any other Loan Document or any other agreement or instrument relating to any of the foregoing, (iii) except as otherwise expressly permitted under the Loan Documents or effected pursuant thereto, any exchange, release or non-perfection of any Lien on any other collateral, or any release or waiver, amendment, supplement or other modification of, or consent under, or departure from, any guaranty, securing or guaranteeing all or any of the Obligations, or (iv) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Obligations or in respect of this Security Agreement or any other Loan Document.

## ARTICLE 9.

### TERMINATION; RELEASE

This Security Agreement and the Security Interest shall terminate when all Revolving Commitments have expired or otherwise terminated and all monetary Obligations then due and payable have been finally and indefeasibly paid in full in cash. Upon the effectiveness of any written consent to the release of the Security Interest in any Collateral pursuant to Section 10.2 of the Credit Agreement, the Security Interest in such Collateral shall be automatically released. Upon any sale, transfer or other disposition of Collateral permitted by the Loan Documents (other than to a Loan Party), the Security Interest in such Collateral shall be automatically released (other than to the extent any such sale, transfer or other disposition of such Collateral would, immediately after giving effect thereto, result in the receipt by such Grantor of any other property (whether in the form of Proceeds or otherwise) that would, but for the release of the Security Interest therein pursuant to this clause, constitute Collateral, in which event the Lien created hereunder shall continue in such property). In addition, if any of the Pledged Equity Interests in any Subsidiary or subsidiary, as applicable, are sold, transferred or otherwise disposed of pursuant to a transaction permitted by the Loan Documents and, immediately after giving effect thereto, such Subsidiary or subsidiary, as applicable, would no longer be a Subsidiary or a subsidiary, as applicable, then the obligations of such Subsidiary or subsidiary, as applicable, under this Security Agreement and the Security Interest in the Collateral owned or rights in Collateral held by or on behalf of such Subsidiary or such subsidiary, as applicable, shall be automatically released. In connection with any termination or release pursuant to this Section, the Administrative Agent shall authorize the filing by the applicable Grantor, at such Grantor's own cost and expense, all Uniform Commercial Code termination statements, and the Administrative Agent shall provide, at the Grantor's expense, such similar documents that such Grantor may reasonably request to evidence such termination or release. Any execution and delivery or authorization of documents pursuant to this Article shall be without recourse to or warranty by the Administrative Agent or any other Secured Party.

## ARTICLE 10.

### ADDITIONAL GRANTORS

Upon execution and delivery after the date hereof by the Administrative Agent and a Subsidiary of a joinder agreement or supplement hereto together with a Lender's Questionnaire, in form and substance satisfactory to the Administrative Agent, such Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein (each an "Additional Grantor"). The execution and delivery of any joinder agreement or supplement shall not require the consent of any other Grantor hereunder. The rights and obligations of each Grantor hereunder and each other Loan Party and other party (other than a Credit Party) under the Loan Documents shall remain in full force and effect notwithstanding the addition of any Additional Grantor as a party to this Security Agreement.

## ARTICLE 11.

### NOTICES

All communications and notices hereunder shall be in writing and given as provided in Section 10.1 of the Credit Agreement. All communications and notices hereunder to the Administrative Agent or the Borrower shall be given to it at its address for notices set forth in such Section, and all communications and notices hereunder to any other Grantor shall be given to it c/o the Borrower at such address, with, in the case of any Grantor other than the Borrower, a copy to the Borrower.

## ARTICLE 12.

### BINDING EFFECT; SEVERAL AGREEMENT; ASSIGNMENTS

Whenever in this Security Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party, and all covenants, promises and agreements by or on behalf of any Grantor that are contained in this Security Agreement shall bind and inure to the benefit of each party hereto and its successors and assigns. This Security Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Administrative Agent and a counterpart hereof shall have been executed on behalf of the Administrative Agent, and thereafter shall be binding upon such Grantor and the Administrative Agent and their respective successors and assigns, and shall inure to the benefit of such Grantor, the Administrative Agent and the other Secured Parties, and their respective successors and assigns, except that no Grantor shall have the right to assign its rights or obligations hereunder or any interest herein or in any of the Collateral (and any such attempted assignment shall be void), except as expressly contemplated by this Security Agreement or the other Loan Documents. This Security Agreement shall be construed as a separate agreement with respect to each of the Grantors and may be amended, supplemented, waived or otherwise modified or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

## ARTICLE 13.

### SURVIVAL OF AGREEMENT; SEVERABILITY

All covenants, agreements, representations and warranties made by the Grantors herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Security Agreement or any other Loan Document shall be considered to have been relied upon by the Administrative Agent and the other Secured Parties and shall survive the execution and delivery of any Loan Document and the making of any Loan, regardless of any investigation made by the Secured Parties or on their behalf, and shall continue in full force and effect until this Security Agreement shall terminate. In the event any one or more of the provisions contained in this Security Agreement or in any other Loan Document should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid

provisions the economic effect of which comes as close as possible to that of such invalid, illegal or unenforceable provisions.

## ARTICLE 14.

### OTHER PROVISIONS

#### Section 14.1 Notices

All notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile, as follows: (i) if to any Grantor, to it c/o the Borrower as provided in the Credit Agreement, and (ii) if to the Secured Parties or the Administrative Agent, to the Administrative Agent as provided in the Credit Agreement. All notices and other communications given to any party hereto in accordance with the provisions hereof shall be deemed to have been given on the date of receipt.

#### Section 14.2 Waivers; Amendments

Neither this Security Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Administrative Agent and each Grantor.

#### Section 14.3 Damage Waiver

To the extent permitted by applicable law, no Grantor shall assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct and actual damages) arising out of, in connection with, or as a result of, any Loan Document or any agreement, instrument or other document contemplated thereby, the Transactions or any Loan or the use of the proceeds thereof.

#### Section 14.4 Counterparts; Integration; Effectiveness

This Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which, when taken together, shall constitute but one contract. This Security Agreement constitutes the entire contract among the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed counterpart of this Security Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart of this Security Agreement.

#### Section 14.5 Severability

In the event any one or more of the provisions contained in this Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good faith negotiations to replace the invalid, illegal or

unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

**Section 14.6 Right of Setoff**

If an Event of Default shall have occurred and be continuing, the Secured Parties and their respective Affiliates are hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to setoff and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations at any time owing by it to or for the credit or the account of a Grantor against any of and all the obligations of such Grantor now or hereafter existing under this Security Agreement and the other Loan Documents, irrespective of whether or not it shall have made any demand therefor and although such obligations may be unmatured. The rights of the Secured Parties and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that it may have.

**Section 14.7 Governing Law; Jurisdiction; Consent to Service of Process**

(a) This Security Agreement and any other agreement or documents relating thereto and the rights and obligations of the parties hereunder and thereunder shall be construed and interpreted in accordance with the law of Connecticut. Each Grantor hereby acknowledges that the underlying transactions to which the Loan Documents relate concerns the making, now or in the future of loans and advances to the Borrower and that said obligations of the Grantors are primarily to be performed in the State of Connecticut. Each Grantor agrees that the execution of this Security Agreement and the other Loan Documents and the rights and obligations of the parties hereunder and thereunder shall be deemed to have a Connecticut situs and each Grantor shall be subject to the personal jurisdiction of the courts of the State of Connecticut with respect to any action any Secured Party or its successors or assigns, may commence hereunder or thereunder. Accordingly, each Grantor hereby specifically and irrevocably consents to the jurisdiction of the courts of the State of Connecticut with respect to all matters concerning this Security Agreement and the other Loan Documents, the Loans and/or any agreement, instrument or document executed or delivered in connection with this Security Agreement and the other Loan Documents or the enforcement of any of the foregoing.

(b) Each Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Security Agreement or the other Loan Documents in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each Grantor irrevocably consents to service of process in the manner provided for notices herein. Nothing in this Security Agreement will affect the right of any party to this Credit Agreement to serve process in any other manner permitted by law.

**Section 14.8 WAIVER OF JURY TRIAL; OTHER WAIVER**

**(a) EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A**

**TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AMENDED AND RESTATED SECURITY AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AMENDED AND RESTATED SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS TO WHICH IT IS A PARTY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.**

**(b) EACH GRANTOR HEREBY ACKNOWLEDGES THAT THE TRANSACTION OF WHICH THIS AGREEMENT IS A PART IS A COMMERCIAL TRANSACTION, AND HEREBY WAIVES ITS RIGHT TO NOTICE AND HEARING UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, OR AS OTHERWISE ALLOWED BY ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH ANY SECURED PARTY OR ITS SUCCESSORS OR ASSIGNS MAY DESIRE TO USE.**

Section 14.9 Headings

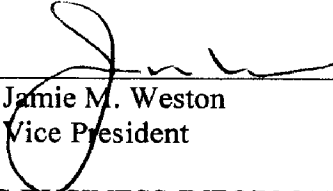
Article and Section headings used herein are for convenience of reference only, are not part of this Credit Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Security Agreement.

Section 14.10 Savings Clause

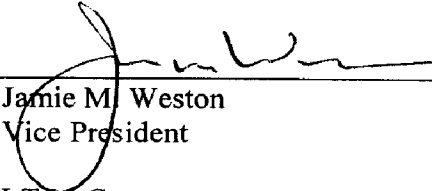
This Security Agreement is intended solely as an amendment of, and contemporaneous restatement of, the terms and conditions of the Original Security Agreement. Nothing in this Security Agreement is intended in any way to extinguish or terminate the "Obligations" under and as defined in the Original Security Agreement, or the security interests granted thereunder, except as otherwise expressly modified by or pursuant to the terms of the Credit Agreement or any other Loan Document, or affect the rights of any Secured Party to payment of any amount due under the Original Security Agreement for the period prior to the date hereof, and such right shall be determined under the provisions of the Original Security Agreement. Each Grantor hereby ratifies and confirms such "Obligations" and its grant of security interests under this Security Agreement and the Original Security Agreement, and hereby further acknowledges and agrees that (i) its grant of security interests under the Original Security Agreement secures such "Obligations" and, on and after the date hereof, pursuant to this Security Agreement, shall continue to secure the Obligations, except as otherwise expressly modified by the terms of or pursuant to the Credit Agreement or any other Loan Document and (ii) any choses in action or other rights created in favor of any Secured Party or any of its successors or assigns arising out of the representations and warranties of such grantor contained in or delivered in connection with the Original Security Agreement shall survive the execution and delivery of this Security Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement as of the day and year first above written.

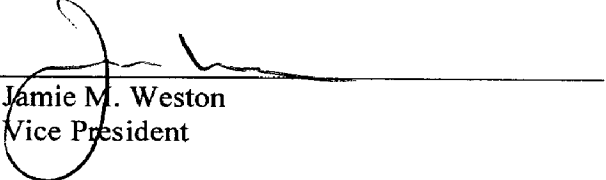
WICKS BUSINESS INFORMATION, LLC

By:   
Name: Jamie M. Weston  
Title: Vice President

WICKS BUSINESS INFORMATION HOLDINGS, LLC

By:   
Name: Jamie M. Weston  
Title: Vice President

WBI/CLT LLC

By:   
Name: Jamie M. Weston  
Title: Vice President

WEBSTER BANK, NATIONAL ASSOCIATION, as  
Administrative Agent

By: 

Name: Christopher A. Motl

Title: Vice President

Wicks Business Information First Amended and Restated Security Agreement

RECORDED: 10/11/2005

TRADEMARK  
REEL: 003239 FRAME: 0998