

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

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

ALCO INDUSTRIES, INC.
MODERN EQUIPMENT COMPANY
MILLER CHEMICAL & FERTILIZER CORPORATION

- Individual(s)
- General Partnership
- Corporation- State: ALCO - DELAWARE
- Other MODERN-WISCONSIN/MILLER-PENNSYLVANIA

Citizenship (see guidelines) _____
Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: PNC BANK NATIONAL ASSOCIATION
Internal Address: _____
Address: _____
Street Address: 1600 MARKET STREET
City: PHILADELPHIA
State: PENNSYLVANIA
Country: USA Zip: 19103

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

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)

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

Execution Date(s) APRIL 30, 2007

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

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

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

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

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: STANLEY B. KITA
Internal Address: HOWSON & HOWSON LLP
SUITE 210
Street Address: 501 OFFICE CENTER DRIVE
City: FORT WASHINGTON
State: PA Zip: 19034
Phone Number: 215-540-9200
Fax Number: 215-540-5818
Email Address: sbkita@howsonandhowson.com

6. Total number of applications and registrations involved:

108

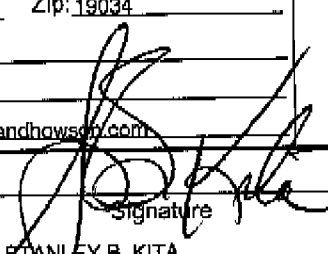
7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 2715.00

- 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 _____
b. Deposit Account Number 08-3040
Authorized User Name _____

9. Signature:



5-18-2007

Date

STANLEY B. KITA

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 26

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

CH \$27.15.00 083040 76673329

SECURITY AGREEMENT

SCHEDULE III

TRADEMARKS

<u>REG. NUMBER/ SERIAL NUMBER</u>	<u>MARK</u>	<u>REG. DATE/ FILING DATE</u>
2,119,499	EHRHARDT	December 9, 1997
2,125,279	E and Design	December 30, 1997
1,287,526	HAYSITE	July 31, 1984
1,796,382	THERMALATE	October 5, 1993
1,836,181	ULTRATRAC	May 10, 1994
2,917,349	HAYSITE	December 1, 2003
3,094,107	HEATMEISER	May 16, 2006
76/673,329	CHEMSHIELD	February 28, 2007
76/671,693	HOH SHIELD	January 23, 2007
76/672,995	PRESERVE	February 22, 2007
76/673,324	SHIELD	February 28, 2007
76/650,868	BIOVITAL	November 25, 2005
76/650,865	ENERGY BOOSTER	November 25, 2005
76/650,866	ENERGY MAX	November 25, 2005
76/658,722	GLOBALLY TESTED AND PROVEN CIRCLE WITH GLOBE DESIGN	April 19, 2006

<u>REG. NUMBER/ SERIAL NUMBER</u>	<u>MARK</u>	<u>REG. DATE/ FILING DATE</u>
76/658,720	GLOBALLY TESTED AND PROVEN CIRCLE WITH GLOBE DESIGN	April 19, 2006
76/613,658	NU-EXPRESS	September 20, 2004
3,048,352	CALEXIN	January 24, 2006
2,789,492	CARBOXY PLUS	December 2, 2003
2,731,178	EXIT	July 1, 2003
1,266,750	FERRIPLUS	February 14, 1984
1,200,774	FOAM FIGHTER	July 13, 1982
2,280,299	GREENSTIM	September 28, 1999
2,872,409	GROSTIM	August 10, 2004
1,194,969	HOT SAUCE	May 11, 1982
1,574,121	LIQUA-GEL	January 2, 1990
1,693,876	MICROPLEX	June 16, 1992
1,306,645	MILLER & Design	November 27, 1984
2,521,148	MILLERPLEX	December 18, 2001
2,583,949	MIST CONTROL	June 18, 2002
707,677	NU-FILM	November 29, 1960
945,022	NU-FILM-17	October 17, 1972
949,172	NU-FILM-P	December 26, 1972
1,599,076	NU-LURE	June 5, 1990
565,678	NUTRI-LEAF & Design	October 21, 1952

<u>REG. NUMBER/ SERIAL NUMBER</u>	<u>MARK</u>	<u>REG. DATE/ FILING DATE</u>
3,087,062	NUTRICHEM	May 2, 2006
2,163,115	NUTRIENT EXPRESS	June 9, 1998
2,747,046	ONESHOT	August 5, 2003
2,815,902	PERCOLATE	February 17, 2004
3,060,686	PERMEATE	February 21, 2006
2,511,824	PHEAST	November 27, 2001
912,087	PINOLENE	June 8, 1971
2,751,212	RED ARROW	August 12, 2003
54,343	SCALECIDE	June 26, 1906
2,080,217	SOFT-FILM	July 15, 1997
940,280	SOL-U-GRO	August 8, 1972
1,415,467	SPRAY-AIDE	November 4, 1986
2,543,500	SUGAR EXPRESS	February 26, 2002
3,216,699	SUSTAIN	March 13, 2007
2,596,216	SWATH MARKER	July 16, 2002
2,065,947	TRANSCUTICULAR DELIVERY SEYSTEM	May 27, 1997
878,015	VAPOR GARD	October 7, 1969
2,636,837	VHPF	October 15, 2002
2,904,477	ZMC EXPRESS	November 23, 2004
1,531,613	JOHN WOOD	March 28, 1989
1,531,861	JOHN WOOD	March 28, 1989

<u>REG. NUMBER/ SERIAL NUMBER</u>	<u>MARK</u>	<u>REG. DATE/ FILING DATE</u>
1,840,294	VALLEY FORGE PA JOHN WOOD	June 21, 1994
1,540,138	AGRIGAS	May 23, 1989
3,125,639	JET MELTER	August 8, 2006
3,026,687	MICRO JET MELTER	December 13, 2005
1,517,775	MOD TUNDISH	December 27, 1988
870,343	PRESERV-A-TONE	June 3, 1969
903,863	CURVEDGE	December 8, 1970
999,906	DURAGLAS	December 17, 1974
1,002,148	KROMATE	January 21, 1975
1,072,038	USC & DESIGN	August 30, 1977
1,139,613	FEATHER-RITE	September 16, 1980
1,146,776	ALL-METAL	February 10, 1981
1,643,280	CAR GROOM	May 7, 1991
1,717,362	KLEEN'N PREP	September 22, 1992
1,852,822	AVANT GARDE	September 6, 1994
1,879,430	HALF TIME	February 21, 1995
1,879,431	ICING	February 21, 1995
2,012,513	CARGROOM	October 29, 1996
1,992,022	CARGROOM	August 6, 1996
2,006,883	CARGROOM	October 8, 1996
2,014,276	CARGROOM	November 5, 1996

<u>REG. NUMBER/ SERIAL NUMBER</u>	<u>MARK</u>	<u>REG. DATE/ FILING DATE</u>
2,014,277	CARGROOM & Design	November 5, 1996
1,994,124	CARGROOM & Design	August 13, 1996
2,008,974	CARGROOM & Design	October 15, 1996
2,008,973	CARGROOM & Design	October 15, 1996
1,582,105	GATOR GRIP	February 13, 1990
680,644	BOND TITE	June 23, 1959
804,963	BOND TITE	March 8, 1966
1,351,179	BOND TITE & Design	July 30, 1985
1,092,313	MICROCEL	May 30, 1978
1,117,283	XL	May 1, 1979
1,350,165	SUPER GLAS	July 23, 1985
2,202,830	SPLIT-SECOND	November 10, 1998
2,370,455	TBL	July 25, 2000
2,372,383	SHARK SKIN	August 1, 2000
2,583,426	BLUE ICE	June 18, 2002
2,718,609	ELITE	May 27, 2003
2,875,057	FURY	August 17, 2004
1,441,687	POLY-PRIME	June 9, 1987
1,600,157	MORTON PAINT CO. & Design	June 12, 1990
1,608,712	MORTON PAINT CO. & Design	August 7, 1990
2,361,354	MORTON PAINT COMPANY	June 27, 2000

<u>REG. NUMBER/ SERIAL NUMBER</u>	<u>MARK</u>	<u>REG. DATE/ FILING DATE</u>
2,369,960	MORTON PAINT COMPANY	July 25, 2000
2,376,612	MORTON PAINT COMPANY	August 15, 2000
2,674,670	PRO-SPRAY	January 14, 2003
3,051,587	OUTRAGEOUS	January 24, 2006
2,923,030	DEFENDER	February 1, 2005
3,146,900	ECSTASY	September 19, 2006
3,146,901	SHOCK WAVES	September 19, 2006
3,146,902	SILK	September 19, 2006
3,155,216	SPECTRA FLASH	October 10, 2006
78/822,436	FUZION	February 24, 2006

SECURITY AGREEMENT

This SECURITY AGREEMENT is made and entered into as of April 30, 2007, by and among ALCO INDUSTRIES, INC. (the "Company"), MODERN EQUIPMENT COMPANY ("Modern"), and MILLER CHEMICAL & FERTILIZER CORPORATION ("Miller", collectively with the Company and Modern, the "Debtors"; individually, a "Debtor"), and PNC BANK NATIONAL ASSOCIATION, as administrative agent (in such capacity, the "Administrative Agent") for the holders of the Obligations (as defined in the Credit Agreement referred to below) (such holders, the "Secured Parties").

WITNESSETH:

WHEREAS, the Company, the banks and other financial institutions parties thereto (collectively, the "Lenders") and PNC Bank, National Association, as administrative agent, are parties to the Credit Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, pursuant to the provisions of the Credit Agreement and the other Loan Documents and upon the terms and subject to the conditions set forth therein, the Lenders have severally agreed to make or participate in certain loans to the Company, and to issue or participate in letters of credit issued for the account of the Company, and each Debtor other than the Company has guaranteed the obligations of the Company to the Administrative Agent and the Lenders; and

WHEREAS, it is a condition precedent to the obligation of the Lenders to make or participate in such loans, and issue or participate in such letters of credit, that the Debtors shall have executed and delivered this Security Agreement to the Administrative Agent for the ratable benefit of the Lenders and the other Secured Parties.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement, continue to make and to extend credit thereunder, and to induce the other Secured Parties to extend the other Obligations, the Debtors hereby agree with the Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

1. Defined Terms. Unless otherwise defined herein, terms which are defined in the Credit Agreement and used herein are so used as so defined; the following terms which are defined in the Code are used herein as so defined: Accounts (including Health-Care-Insurance Receivables), Chattel Paper (including Electronic Chattel Paper and Tangible Chattel Paper), Commercial Tort Claims, Deposit Accounts, Documents, Equipment, Farm Products, Financial Assets, General Intangibles, Instruments, Inventory, Investment Property (including Financial Assets, Securities Entitlements, Securities Accounts, Commodity Accounts, and Commodity Contracts), Letter-of-Credit Rights, Payment Intangibles, Software, Supporting Obligations and Proceeds; and the following terms shall have the following meanings:

“Code” shall mean the Uniform Commercial Code as from time to time in effect in the Commonwealth of Pennsylvania.

“Collateral” shall have the meaning assigned to it in Section 2 of this Security Agreement.

“Contracts” shall mean all contracts and other agreements between a Debtor and any other Person, as the same may from time to time be amended, supplemented or otherwise modified, including, without limitation, (a) all rights of a Debtor to receive moneys due and to become due to it thereunder or in connection therewith, (b) all rights of a Debtor to damages arising out of, or for, breach or default in respect thereof and (c) all rights of a Debtor to perform and to exercise all remedies thereunder.

“Copyrights” shall mean (a) all copyrights, registrations and applications for registration, issued or filed, including any reissues, extensions or renewals thereof, by or with the United States Copyright Office or any similar office or agency of the United States, any State thereof, or any other country or political subdivision thereof, or otherwise, including, all rights in and to the material constituting the subject matter thereof, including, without limitation, any referred to in Schedule I hereto, and (b) any rights in any material which is copyrightable or which is protected by common law, United States copyright laws or similar laws or any law of any State, including, without limitation, any thereof referred to in Schedule I hereof.

“Copyright License” shall mean any agreement, written or oral, providing for a grant to a Debtor of any right in any Copyright, including, without limitation, any thereof referred to in Schedule I hereof.

“Patents” shall mean (a) all letters patent of the United States or any other country or any political subdivision thereof, and all reissues and extensions thereof, including, without limitation, any thereof referred to in Schedule II hereto, and (b) all applications for letters patent of the United States and all divisions, continuations and continuations-in-part thereof or any other country or any political subdivision, including, without limitation, any thereof referred to in Schedule II hereto.

“Patent License” shall mean all agreements, whether written or oral, providing for the grant to a Debtor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, any thereof referred to in Schedule II hereto.

“Security Agreement” shall mean this Security Agreement, as amended, supplemented or otherwise modified from time to time.

“Trademarks” shall mean (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, including, without limitation, any thereof referred to in Schedule III hereto, and (b) all reissues, extensions or renewals thereof.

Alco - Security Agreement

“Trademark License” shall mean any agreement, written or oral, providing for the grant by a Debtor of any right to use any Trademark, including, without limitation, any thereof referred to in Schedule III hereto.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, each Debtor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all of the following property now owned or at any time hereafter acquired by such Debtor or in which such Debtor now has or at any time in the future may acquire any right, title or interest (collectively, the “Collateral”):

- (i) all Accounts (including Health-Care-Insurance Receivables);
- (ii) all Chattel Paper (including Electronic Chattel Paper and Tangible Chattel Paper);
- (iii) all Contracts;
- (iv) all Copyrights and Copyright Licenses;
- (v) all Deposit Accounts;
- (vi) all Documents;
- (vii) all Equipment;
- (viii) all General Intangibles and Commercial Tort Claims;
- (ix) all Instruments;
- (x) all Inventory;
- (xi) all Investment Property, (including Securities Entitlements, Financial Assets, Securities Accounts, Commodity Accounts, and Commodity Contracts);
- (xii) all Letter-of-Credit Rights;
- (xiii) all Patents and Patent Licenses;
- (xiv) all Payment Intangibles;
- (xv) all Software (in whatever form);
- (xvi) all Supporting Obligations;
- (xvii) all Trademarks and Trademark Licenses; and
- (xviii) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing;

provided, however, that (i) with respect to the security interest granted in property, which is comprised of equity interests in a Foreign Subsidiary, such security interest shall not include more than sixty-five percent (65%) of the issued and outstanding voting equity interests of any such Foreign Subsidiary and (ii) Collateral shall not include the actual funds held in escrow pursuant to the Escrow Agreement, dated as of February 1, 2007, among Company, Ikon Office Solutions, Inc. and J. P. Morgan Trust Company, National Association but shall include all other right, title and interest of a Debtor in said Escrow Agreement including any right of the Company to distributions thereunder, including under Section 3 thereof.

3. Rights of Administrative Agent and Secured Parties; Limitations on Administrative Agent's and Secured Parties' Obligations.

(a) Debtors Remain Liable under Accounts and Contracts. Anything herein to the contrary notwithstanding, the Debtors shall remain liable under each of the Accounts and Contracts to observe and perform all the conditions and obligations to be observed and performed by them thereunder, all in accordance with the terms of any agreement giving rise to each such Account and in accordance with and pursuant to the terms and provisions of each such Contract. No Secured Party shall have any obligation or liability under any Account (or any agreement giving rise thereto) or under any Contract by reason of or arising out of this Security Agreement or the receipt by such holder of any payment relating to such Account or Contract pursuant hereto, nor shall any Secured Party be obligated in any manner to perform any of the obligations of any Debtor under or pursuant to any Account (or any agreement giving rise thereto) or under or pursuant to any Contract, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Account (or any agreement giving rise thereto) or under any Contract, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(b) Notice to Account Debtors and Contracting Parties. Upon the request of the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, the Debtors shall notify account debtors on the Accounts and parties to the Contracts that the Accounts and the Contracts have been assigned to the Administrative Agent for the ratable benefit of the Secured Parties and shall indicate on all billings that payments in respect thereof shall be made directly to the Administrative Agent. The Administrative Agent may in its own name or in the name of others communicate with account debtors on the Accounts and parties to the Contracts to verify with them to its satisfaction the existence, amount and terms of any Accounts or Contracts.

(c) Analysis of Accounts. The Administrative Agent shall have the right to make test verifications of the Accounts in any manner and through any medium that it reasonably considers advisable, and the Debtors shall furnish all such assistance and information as the Administrative Agent may require in connection therewith.

(d) Collections on Accounts. Subject to the further provisions of this Section 3(d), the Administrative Agent hereby authorizes the Debtors to collect the Accounts, subject to the Administrative Agent's written discretion and control, from the account debtors. Prior to the

occurrence of an Event of Default, the Proceeds of Accounts so collected by the Debtors shall be received and held by the Debtors in trust for the Administrative Agent and the Secured Parties but may be applied by the Debtors in their discretion towards payment of the Obligations or other corporate purposes in accordance with the Loan Documents. Upon the occurrence and during the continuance of an Event of Default, the authority hereby given to the Debtors to collect the Proceeds of Accounts in trust for the Administrative Agent and the Secured Parties may be terminated by the Administrative Agent at any time if so directed by the Administrative Agent in writing and the Debtors shall deliver to the Administrative Agent on the date of receipt thereof by a Debtor all Proceeds in the form of cash, checks, drafts, notes and other remittances received in payment of or on account of a Debtor's Accounts. Following receipt by the Administrative Agent any such Proceeds shall be deposited in a special bank account (the "Cash Collateral Account") of the Company or a Debtor (as determined by the Administrative Agent) maintained with the Administrative Agent over which the Administrative Agent alone shall have power of withdrawal. All Proceeds other than cash shall be deposited in precisely the form in which received, except for the addition thereto of the endorsement of the applicable Debtor when necessary to permit collection of the items, which endorsement the Debtors agrees to make. The Debtors will not commingle any such Proceeds with any of the Debtors' other funds or property but will hold them separate and apart from any other funds or property and upon an express trust for the Administrative Agent until deposit thereof is made in the Cash Collateral Account.

4. Representations and Warranties. Each Debtor hereby represents and warrants that:

(a) Title; No Other Liens. Except for the Lien granted to the Administrative Agent for the ratable benefit of the Secured Parties pursuant to this Security Agreement and the other Liens permitted to exist on the Collateral pursuant to the Credit Agreement, the Debtors own or have the power to transfer rights in each item of the Collateral free and clear of any and all Liens or claims of others. No security agreement, financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as may have been filed in favor of the Administrative Agent, for the ratable benefit of the Secured Parties, pursuant to this Security Agreement or as may be permitted pursuant to the Credit Agreement.

(b) Perfected First Priority Liens. The Liens granted pursuant to this Security Agreement constitute perfected Liens on the Collateral in favor of the Administrative Agent, for the ratable benefit of the Secured Parties, which are prior to all other Liens on the Collateral in existence on the date hereof (other than Permitted Liens) and are enforceable as such against all creditors of and purchasers from the Debtors and against any owner or purchaser of the real property where any of the Equipment is located and any present or future creditor obtaining a Lien on such real property.

(c) Accounts. The amount represented by the Debtors to the Administrative Agent or the other Secured Parties in any accounts receivable aging and in other reports requested by or furnished to the Administrative Agent or the other Secured Parties as owing by each account debtor or by all account debtors in respect of the Accounts will at such time be the correct amount actually owing by such account debtor or debtors thereunder. No amount payable to a Debtor under or in connection with any Account is evidenced by any Instrument or

Chattel Paper which has not been delivered to the Administrative Agent. As of the Closing Date, the Debtors keep their records concerning the Accounts at the location or locations set forth in Schedule IV.

(d) Contracts. Neither any Debtor nor (to the best of the Debtors' knowledge) any other party to any material Contract is in default or is likely to become in default in the performance or observance of any of the material provisions thereof except, with respect to any default by a party other than a Debtor, where such default would not reasonably be expected to have a Material Adverse Effect. The Debtors have fully performed in all material respects all of their obligations under each material Contract. The right, title and interest of the Debtors in, to and under each Contract are not subject to any defense, offset, counterclaim or claim which would materially adversely affect the value of such Contract as Collateral, nor have any of the foregoing been asserted or alleged against any Debtor as to any material Contract. No amount payable to a Debtor under or in connection with any Contract is evidenced by any Instrument or Chattel Paper which has not been delivered to the Administrative Agent.

(e) Inventory. The types, amounts and valuations of the Inventory or any other information regarding the same represented by the Debtors in any reports requested by or furnished to the Administrative Agent, the Lenders or the other Secured Parties will at such time be accurate to the best of the Debtors' knowledge. As of the Closing Date, the Debtors keep records concerning the Inventory at the location or locations listed on Schedule V. As of the Closing Date, the Inventory is kept at the locations listed on Schedule VI hereto.

(f) Equipment. As of the Closing Date, the Equipment is kept at the locations listed on Schedule VII hereto.

(g) Chief Executive Office; Place of Organization. As of the Closing Date, the locations of each of the Debtor's chief executive office, chief place of business, form of and place of organization are set forth on Schedule VIII.

(h) Commercial Tort Claims. As of the Closing Date, each of the Debtors' Commercial Tort Claims are set forth on Schedule IX.

(i) Farm Products. None of the Collateral constitutes, or is the Proceeds of, Farm Products.

(j) Patents, Trademarks and Copyrights. Schedule I hereto includes all registered Copyrights and applications for registration of Copyrights owned by a Debtor in its own name as of the date hereof. Schedule II hereto includes all Patents and applications for registration of Patents owned by a Debtor in its own name as of the date hereof. Schedule III hereto includes all registered Trademarks and applications for registration of Trademarks owned by a Debtor in its own name as of the date hereof. To the best of the Debtors' knowledge, each Copyright, Patent and Trademark is valid, subsisting, unexpired, enforceable and has not been abandoned, provided that Debtors may abandon any Copyright, Patent or Trademark if it determines in its business judgment that such Copyright, Patent or Trademark is not material. Except as set forth in any such Schedule, none of such Copyrights, Patents or Trademarks is the subject of any licensing or franchise agreement. No holding, decision or judgment has been

rendered by any Governmental Authority which would limit, cancel or question the validity of any material Copyright, Patent or Trademark. Except as set forth in any such Schedule, no action or proceeding is pending (i) seeking to limit, cancel or question the validity of any material Copyright, Patent or Trademark, or (ii) which, if adversely determined, would have a material adverse effect on the value of any material Copyright, Patent or Trademark.

(k) Power and Authority; Authorization. Each Debtor has the corporate or other power and authority and the legal right to execute and deliver, to perform its obligations under, and to grant the Lien on the Collateral pursuant to, this Security Agreement and has taken all necessary corporate or other action to authorize its execution, delivery and performance of, and grant of the Lien on the Collateral pursuant to, this Security Agreement.

(l) Enforceability. This Security Agreement constitutes a legal, valid and binding obligation of each Debtor enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally.

(m) No Conflict. The execution, delivery and performance of this Security Agreement will not violate any provision of any Requirement of Law or Contractual Obligation of a Debtor and will not result in the creation or imposition of any Lien on any of the properties or revenues of a Debtor pursuant to any Requirement of Law or Contractual Obligation of the Debtor, except as contemplated hereby.

(n) No Consents, etc. No consent or authorization of, filing with, or other act by or in respect of, any arbitrator or Governmental Authority and no consent of any other Person (including, without limitation, any stockholder or creditor of a Debtor), is required in connection with the execution, delivery, performance, validity or enforceability of this Security Agreement (except for the filing of the UCC financing statements).

5. Covenants. Each Debtor covenants and agrees with the Administrative Agent, the Lenders and the other Secured Parties that, from and after the date of this Security Agreement until the Obligations are paid in full, and the Revolving Credit Commitments are terminated, and there are no Letters of Credit outstanding it will:

(a) Notices; Further Documentation; Authorization to File Financing Statements. Notify the Administrative Agent in writing at any time that it opens, acquires, obtains, or becomes the beneficiary of any type of Collateral (or rights therein) to the extent the Administrative Agent and the Secured Parties will not at that time have, and continuously thereafter (subject to the filing of continuation statements, if necessary) maintain, a perfected first priority security interest in (subject to Permitted Liens) such Collateral, including in any event but not limited to: all Deposit Accounts, Securities Accounts and Commodity Accounts and other Investment Property; all Commercial Tort Claims; all Instruments, Documents, Tangible Chattel Paper and Electronic Chattel Paper; all other Collateral in the possession of a third party; and all Letter-of-Credit Rights and other Supporting Obligations. At any time and from time to time, upon the written request of the Administrative Agent, and at the sole expense of the Debtors, promptly (i) deliver to the Administrative Agent all letters of credit and other Supporting Obligations, Instruments, Chattel Paper, Documents and Investment Property

(including any necessary endorsements) that at any time is part of the Collateral or becomes Proceeds of any Collateral, and (ii) execute and deliver such further instruments, agreements and documents and take such further action as the Administrative Agent may reasonably request for the purpose of obtaining, preserving, and enforcing the full benefits of this Security Agreement and of the rights and powers herein granted, including, without limitation, executing and delivering and using commercially reasonable efforts to cause third parties to execute and deliver to the Administrative Agent security agreements, pledge agreements, control agreements, bailee acknowledgments, assignments and waivers, all in form and substance reasonably satisfactory to the Administrative Agent. Each Debtor will mark all Chattel Paper with a legend indicating that the Administrative Agent has a security interest in the Chattel Paper.

Each Debtor also hereby authorizes the Administrative Agent to file any Uniform Commercial Code financing or continuation statement without the signature of such Debtor to the extent permitted by applicable law. Any such financing or continuation statements may describe the Collateral as "all assets", "all personal property" or similar designation. Each Debtor hereby ratifies any filing by the Administrative Agent of financing statements prior to the date hereof with respect to the Collateral. A carbon, photographic, facsimile or other reproduction of this Security Agreement shall, to the extent permitted by applicable law, be sufficient as a financing statement for filing in any jurisdiction.

(b) Indemnification. Pay, and save the Administrative Agent, the Lenders, the other Secured Parties and their directors, officers, employees, advisors and agents (collectively, the "Indemnified Parties") harmless from, any and all liabilities, costs and expenses (including, without limitation, reasonable legal fees and expenses) (i) with respect to, or resulting from, any delay in paying any and all excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral, (ii) with respect to, or resulting from, any delay in complying with any Requirement of Law applicable to any of the Collateral or (iii) in connection with any of the transactions contemplated by this Security Agreement. In any suit, proceeding or action brought by the Administrative Agent, any Lender or any of the other Secured Parties under any Account or Contract for any sum owing thereunder, or to enforce any provisions of any Account or Contract, the Debtors will save, indemnify and keep the Administrative Agent, each Lender, each other holder of the Obligations and each other Indemnified Party harmless from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaim, recoupment or reduction of liability whatsoever of the account debtor or obligor thereunder, arising out of a breach by a Debtor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such account debtor or obligor or its successors from a Debtor.

(c) Maintenance of Records. Keep and maintain at its own cost and expense true, correct and complete records of the Collateral in all material requests, including, without limitation, a record of all payments received and all credits granted with respect to the Accounts. For the Administrative Agent's and the other Secured Parties' further security, the Administrative Agent, for the ratable benefit of the Secured Parties, shall have a security interest in the Debtors' books and records pertaining to the Collateral, and, at any time during which an Event of Default shall have occurred and be continuing, the Debtors shall turn over any such books and records to the Administrative Agent or to its representatives during normal business hours at the request of the Administrative Agent.

(d) Limitation on Liens on Collateral. Not create, incur or permit to exist, will defend the Collateral against, and take such other action as is necessary to remove, any Lien or claim on or to the Collateral, other than Permitted Liens, and will defend the right, title and interest of the Administrative Agent, the Lenders and the other Secured Parties in and to any of the Collateral against the claims and demands of all Persons whomsoever.

(e) Limitations on Dispositions of Collateral. Not sell, transfer, lease or otherwise dispose of any of the Collateral, or attempt, offer or contract to do so except as expressly permitted pursuant to the Credit Agreement.

(f) Limitations on Modifications, Waivers, Extensions of Contracts and Agreements Giving Rise to Accounts. Not (i) amend, modify, terminate or waive any provision of any Contract or any agreement giving rise to an Account in any manner which would reasonably be expected to materially adversely affect the value of the Contracts or Accounts as Collateral except, if no Event of Default shall exist, in the ordinary course of business based on its reasonable business judgment, (ii) fail to exercise promptly and diligently each and every material right which it may have under each Contract and each agreement giving rise to an Account (other than any right of termination) except, if no Event of Default shall exist, in the ordinary course of business based on its reasonable business judgment or (iii) fail to deliver to the Administrative Agent a copy of each material demand, notice or document received by it relating in any way to any Contract or any agreement giving rise to an Account and which would individually or in the aggregate reasonably be expected to have a Material Adverse Effect.

(g) Limitations on Discounts, Compromises, Extensions of Accounts. Not grant any extension of the time of payment of any Accounts, compromise, compound or settle the same for less than the full amount, or release wholly or partially any Person liable for the payment thereof, or allow any credit or discount whatsoever thereon other than in the ordinary course of business as generally conducted by the Debtors over a period of time.

(h) Further Identification of Collateral. Furnish to the Administrative Agent and the other Secured Parties from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Administrative Agent may reasonably request, all in reasonable detail.

(i) Notices. Advise the Administrative Agent promptly, in reasonable detail, at its address set forth in the Credit Agreement, (i) of any Lien (other than Permitted Liens) on, or claim asserted against, any of the Collateral and (ii) of the occurrence of any other event which would reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the Liens created hereunder.

(j) Changes in Locations, Name, Place of Organization, etc. Unless it shall have given the Administrative Agent at least 30 days prior written notice thereof, no Debtor will (i) change the location of its chief executive office or chief place of business from that specified in Schedule VIII attached hereto or remove its books and records from the location specified in Schedule VIII hereto, (ii) change its name, identity or corporate structure to such an extent that any financing statement filed by the Administrative Agent in connection with this Security Agreement would become seriously misleading or (iv) change the state of its organization. To

the extent that any Debtor has changed the location of its Inventory or Equipment from those listed on Schedules VI and VII hereto, such Debtor shall give written notice to the Administrative Agent within thirty (30) days after such change.

(k) Patents, Trademarks and Copyrights.

(i) Except with respect to any Trademark or Copyright that it shall reasonably determine is not of material economic value to it (either itself or through licenses) (A) continue to use each Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (B) maintain as in the past the quality of products and services offered under such Trademark, (C) employ such Trademark or Copyright with the appropriate notice of registration, (D) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless the Administrative Agent, for the ratable benefit of the Secured Parties, shall obtain a perfected security interest in such mark pursuant to this Security Agreement, and (E) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Trademark or Copyright may become invalidated.

(ii) Not, except with respect to any Patent that it shall reasonably determine is not of material economic value to it, do any act, or omit to do any act, whereby any Patent may become abandoned or dedicated.

(iii) Notify the Administrative Agent immediately if it knows, or has reason to know, that any application or registration relating to any material Patent, Trademark or Copyright may become abandoned or dedicated, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court or tribunal in any country) regarding its ownership of any material Patent, Trademark or Copyright or its right to register the same or to keep and maintain the same.

(iv) Whenever a Debtor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, report such filing to the Administrative Agent within 30 days after the last day of the fiscal quarter in which such filing occurs. Upon request of the Administrative Agent, each of the Debtors shall execute and deliver any and all agreements, instruments, documents, and papers as the Administrative Agent may reasonably request to evidence the Administrative Agent's and the Secured Parties' security interest in any Patent, Trademark or Copyright and the goodwill and general intangibles of such Debtor relating thereto or represented thereby, and each of the Debtors hereby constitutes the Administrative Agent, its attorney-in-fact to execute and file all 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 until the Obligations are paid in full and the Revolving Credit Commitments are terminated and there are no Letters of Credit outstanding. The Administrative Agent shall provide the applicable Debtor a complete and correct copy of any such writings executed and/or filed pursuant to the foregoing power of

attorney unless an Event of Default shall have occurred and is continuing; provided that the failure to do so shall in no way affect, limit or invalidate the execution or filing by the Administrative Agent of such writings for the foregoing purposes.

(v) Take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the Patents, Trademarks and Copyrights, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability, except to the extent that the applicable Debtor has determined in its business judgment that such Patent, Trademark or Copyright is not material.

(vi) In the event that any Patent, Trademark or Copyright included in the Collateral is infringed, misappropriated or diluted by a third party, promptly notify the Administrative Agent after it learns thereof and shall, unless it shall reasonably determine that such Patent, Trademark or Copyright is not of material economic value to it, which determination it shall promptly report to the Administrative Agent, promptly sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution, or take such other actions as it shall reasonably deem appropriate under the circumstances to protect such Patent, Trademark or Copyright.

6. Administrative Agent's Appointment as Attorney-in-Fact.

(a) Powers. Each Debtor hereby irrevocably constitutes and appoints the Administrative Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Debtor and in the name of such Debtor or in its own name, from time to time in the Administrative Agent's discretion, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement, and, without limiting the generality of the foregoing, each Debtor hereby gives the Administrative Agent the power and right, on behalf of such Debtor, without notice to or assent by such Debtor, to do the following:

(i) in the case of any Account, at any time when the authority of such Debtor to collect the Accounts has been curtailed or terminated pursuant to Section 3(d) hereof, or in the case of any other Collateral, at any time when any Event of Default shall have occurred and is continuing, in the name of such Debtor or its own name, or otherwise, to take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Account, Instrument, General Intangible or Contract or with respect to any other Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Administrative Agent for the purpose of collecting any and all such moneys due under any Account, Instrument, General Intangible or Contract or with respect to any other Collateral whenever payable;

(ii) to pay or discharge taxes and Liens levied or placed on or threatened against the Collateral (other than Permitted Liens), to effect any repairs or any insurance called for by the terms of this Security Agreement and to pay all or any part of the premiums therefor and the costs thereof; and

(iii) upon the occurrence and during the continuance of any Event of Default, (A) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Administrative Agent or as the Administrative Agent shall direct; (B) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (C) to sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (D) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any proceeds thereof and to enforce any other right in respect of any Collateral; (E) to defend any suit, action or proceeding brought against such Debtor with respect to any Collateral; (F) to settle, compromise or adjust any suit, action or proceeding described in clause (E) above and, in connection therewith, to give such discharges or releases as the Administrative Agent may deem appropriate; (G) to assign any Patent or Trademark (along with the goodwill of the business to which any such Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Administrative Agent shall in its sole discretion determine; and (H) to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes, and to do, at the Administrative Agent's option and such Debtor's expense, at any time, or from time to time, all acts and things which the Administrative Agent deems necessary to protect, preserve or realize upon the Collateral and the Administrative Agent's and the Secured Parties' Liens thereon and to effect the intent of this Security Agreement, all as fully and effectively as such Debtor might do.

Each Debtor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable. The Administrative Agent shall provide the applicable Debtor a copy of any writing executed and/or filed pursuant to the foregoing unless an Event of Default shall have occurred and is continuing; provided the failure to do so shall in no way affect, limit or invalidate the execution and/or filing by the Administrative Agent of such writings for the foregoing purposes.

(b) Other Powers. Each Debtor also authorizes the Administrative Agent, the Lenders and the other Secured Parties, at any time and from time to time, to (i) execute, in connection with the sale provided for in Section 8 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral, (ii) file such UCC financing statements, forms and similar instruments without the signature of any Debtor as the Administrative Agent may from time to time deem reasonably necessary or desirable to protect the security interests granted by the Debtors to the Lenders and the other Secured Parties and (iii) file with the United States Patent and Trademark Office, the United States Copyright Office or any similar foreign intellectual filing office or location such forms or documents without the signature of any Debtor as the Administrative Agent may from time to time deem reasonably

necessary or desirable for the purpose of protecting the security interests granted by the Debtors to the Lenders and the other Secured Parties.

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

7. Performance by Administrative Agent of Debtors' Obligations. If a Debtor fails to perform or comply with any of its agreements contained herein and the Administrative Agent, as provided for by the terms of this Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of the Administrative Agent incurred in connection with such performance or compliance, together with interest thereon at a rate per annum equal to the Default Rate, shall be payable by the Debtors to the Administrative Agent on demand and shall constitute Obligations secured hereby.

8. Remedies.

(a) If an Event of Default shall occur and be continuing and all applicable notice and cure periods shall have expired, the Administrative Agent, on behalf of the Secured Parties may exercise, in addition to all other rights and remedies granted to it or them in this Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Code. Without limiting the generality of the foregoing, the Administrative Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon the Debtors or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Administrative Agent, any Lender or any other Secured Party or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. Any Secured Party shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in the Debtors, which right or equity is hereby waived and released. Each Debtor further agrees, at the Administrative Agent's request, to assemble the Collateral and make it available to the Administrative Agent at places which the Administrative Agent shall reasonably select, whether at the Debtors' premises or elsewhere. The Administrative Agent shall apply the net proceeds (to the extent actually received in cash) of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable costs and

expenses of every kind incurred therein or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Secured Parties hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in such order as the Administrative Agent may elect, and only after such application and after the payment by the Administrative Agent of any other amount required by any provision of law, including, without limitation, Section 9615 of the Code, need the Administrative Agent account for the surplus, if any, to the Debtors. To the extent permitted by applicable law, each Debtor waives all claims, damages and demands it may acquire against the Administrative Agent or any Secured Party arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition. The Debtors shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Obligations and the fees and disbursements of any attorneys employed by the Administrative Agent, any Lender or any other Secured Party to collect such deficiency.

(b) Each Debtor agrees, upon the occurrence and during the continuation of an Event of Default, to take any actions that the Administrative Agent may request in order to enable the Administrative Agent to obtain and enjoy the full rights and benefits granted to the Administrative Agent (for itself and for the ratable benefit of the Secured Parties) under this Agreement, the other Loan Documents and any other document relating to the Obligations. Without limiting the generality of the foregoing, each Debtor shall upon the occurrence and during the continuation of an Event of Default, at such Debtor's sole cost and expense, assist in obtaining all approvals which are then required by law for or in connection with any action or transaction contemplated by this Agreement or Article 9 of the Uniform Commercial Code as in effect in any applicable jurisdiction.

(c) For the purpose of enabling the Administrative Agent to exercise rights and remedies under this Agreement at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, each Debtor hereby grants to the Administrative Agent an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the Debtors), to use, license or sublicense any of the Collateral consisting of Intellectual Property then owned or thereafter acquired by such Debtor, and wherever the same may be located, and including in such license 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, subject, in the case of Trademarks, to the observance of standards of quality and inspection in connection with the use of such Trademarks as are sufficient to maintain the validity and enforceability of such Trademarks. The use of such license by the Administrative Agent shall be exercised, at the option of the Administrative Agent, only upon the occurrence and during the continuation of an Event of Default; provided, however, that any license, sublicense or other transaction entered into by the Administrative Agent in accordance therewith shall be binding upon the Debtors notwithstanding any subsequent cure of any Event of Default.

9. Limitation on Duties Regarding Preservation of Collateral. The Administrative Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9207 of the Code or otherwise, shall be to deal with it

in the same manner as the Administrative Agent deals with similar property for its own account. No Secured Party, nor any of their respective directors, officers, employees or agents, shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Debtor or otherwise.

10. Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.

11. Severability. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. Paragraph Headings. The paragraph headings used in this Security Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

13. No Waiver; Cumulative Remedies. No Secured Party shall by any act (except by a written instrument pursuant to Section 14 hercof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of any Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by any Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which such holder would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

14. Waivers and Amendments; Parties Bound; Governing Law. None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Debtors and the Administrative Agent, provided that any provision of this Security Agreement may be waived by the Administrative Agent in a written letter or agreement executed by the Administrative Agent or by telex or facsimile transmission from the Administrative Agent. This Security Agreement shall be the joint and several obligation of each Debtor, and each Debtor shall have made all of the representations, warranties, covenants and agreements contained herein. This Security Agreement shall be binding upon the successors and permitted assigns of the Debtors and shall inure to the benefit of the Administrative Agent and the other Secured Parties and their respective successors and assigns. **THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE COMMONWEALTH OF PENNSYLVANIA.**

15. Notices. All notices hereunder to the Debtors, the Administrative Agent or any of the other Secured Parties to be effective shall be in writing (including by telecopy), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered or sent in the manner and to the respective addresses as provided in subsection 9.2 of the Credit Agreement, provided that any such notices to a Debtor other than the Company shall be sent in care of the Company.

16. Authority of Administrative Agent. The Debtors acknowledge that the rights and responsibilities of the Administrative Agent under this Security Agreement with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Administrative Agent of any option, right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Security Agreement shall, as between the Administrative Agent and the Secured Parties, be governed by the Credit Agreement and by such other agreement with respect thereto as may exist from time to time among them, but, as between the Administrative Agent and the Debtors, the Administrative Agent shall be conclusively presumed to be acting as agent for the Secured Parties with full and valid authority so to act or refrain from acting, and the Debtors shall not be under any obligation, or entitlement, to make any inquiry respecting such authority.

17. Submission to Jurisdiction; Waivers.

(a) Each Debtor hereby irrevocably and unconditionally:

(i) submits for itself and its property in any legal action or proceeding relating to this Security Agreement, or for recognition and enforcement of any judgment in respect thereof to the non-exclusive general jurisdiction of the courts of the Commonwealth of Pennsylvania, the courts of the United States of America for the Eastern District of Pennsylvania, and appellate courts from any thereof;

(ii) consents that any such action or proceeding may be brought in such courts, and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(iii) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the address referred to in Section 15 hereof or at such other address of which the Administrative Agent shall have been notified pursuant to Section 15 hereto;

(iv) waives and hereby acknowledges that it is estopped from raising any objection based on forum non conveniens, any claim that any of the above-referenced courts lack proper venue or any objection that any of such courts lack personal jurisdiction over it so as to prohibit such courts from adjudicating any issues raised in a complaint filed with such courts against such Debtor concerning this Security Agreement;

(v) acknowledges and agrees that the choice of forum contained in this paragraph shall not be deemed to preclude the enforcement of any judgement obtained in any

forum or the taking of any action under this Security Agreement to enforce the same in any appropriate jurisdiction;

(vi) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this subsection any special, exemplary or punitive or consequential damages; and

(vii) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction.

(b) Each party hereto hereby irrevocably and unconditionally waives trial by jury in any legal action or proceeding referred to in paragraph (a) above and for any mandatory counterclaim therein.

18. Counterparts. This Security Agreement may be executed by one or more of the parties to this Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Security Agreement signed by all the parties shall be lodged with the Company and the Administrative Agent.

19. Further Assurances. The parties acknowledge their intent that, upon the occurrence and during the continuation of an Event of Default, the Administrative Agent shall receive, to the fullest extent permitted by all Requirements of Law and governmental policy, all rights necessary or desirable to obtain, use or sell the Collateral, and to exercise all remedies available to it under this Agreement, the Uniform Commercial Code as in effect in any applicable jurisdiction, or other applicable law. The parties further acknowledge and agree that, in the event of any change in law or governmental policy occurring subsequent to the date hereof that affects in any manner the Administrative Agent's rights of access to, or use or sale of, the Collateral, or the procedures necessary to enable the Administrative Agent to obtain such rights of access, use or sale, the Administrative Agent and the Debtors shall amend this Agreement in such manner as the Administrative Agent shall request, in order to provide to the Administrative Agent such rights to the greatest extent possible consistent with all Requirements of Law and governmental policy.

20. Additional Subsidiaries Pursuant to and in accordance with Section 5.15 of the Credit Agreement, each Domestic Subsidiary that was not in existence or not a Subsidiary on the Closing Date is required to enter into this Agreement as a Debtor. Upon execution and delivery by the Administrative Agent and such Domestic Subsidiary of a Joinder, such Domestic Subsidiary shall become a Debtor hereunder with the same force and effect as if originally named as a Debtor herein. The execution and delivery of any such instrument shall not require the consent of any other Loan Party. The rights and obligations of each Debtor hereunder shall remain in full force and effect notwithstanding the addition of any new Subsidiary as a Debtor under this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Debtors and the Administrative Agent have caused this Security Agreement to be duly executed and delivered as of the date first above written.

ALCO INDUSTRIES, INC.

By: *Daniel L. Damstra*
Name: Daniel L. Damstra
Title: Vice President, Secretary and General Counsel

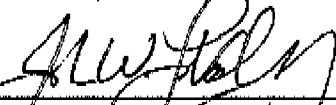
MODERN EQUIPMENT COMPANY

By: *Daniel L. Damstra*
Name: Daniel L. Damstra
Title: Secretary and General Counsel

MILLER CHEMICAL & FERTILIZER CORPORATION

By: *Daniel L. Damstra*
Name: Daniel L. Damstra
Title: Secretary

PNC BANK, NATIONAL ASSOCIATION

By: 
Name: JON WILLIAMS
Title: Senior Vice President