

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WEB SERVICE COMPANY, LLC		09/11/2007	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	UNION BANK OF CALIFORNIA, N.A., as Collateral Agent
Street Address:	445 SOUTH FIGUEROA STREET, 10th FLOOR
Internal Address:	ATTN: JOHN KASE
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	NATIONAL BANKING ASSOCIATION:

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3255809	A NEW SPIN ON CHOICE
Registration Number:	3242145	VANTAGE PLUS
Registration Number:	3242144	VANTAGE PREMIER
Registration Number:	3242141	WEBVANTAGE
Registration Number:	3242140	WEBVANTAGE
Registration Number:	2748870	PARTNERS OF DISTINCTION
Registration Number:	2605945	
Registration Number:	2605944	WEB
Registration Number:	2725737	
Registration Number:	2652894	INNOVATIVE LAUNDRY SYSTEMS
Registration Number:	2800675	WEB SERVICE COMPANY, INC.
Registration Number:	2332174	WEBRENTS
Registration Number:	2085029	IMAGINE LIFE WITHOUT CHANGE

CH \$415.00 3255809

Registration Number:	2118400	WEB ACCESSCARD
Registration Number:	1645076	WEB
Registration Number:	1645075	WEB

CORRESPONDENCE DATA

Fax Number: (213)226-4028
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (213) 488-7100
Email: kevin.davis@pillsburylaw.com
Correspondent Name: BRIAN S. STERN, ESQ.
Address Line 1: PILLSBURY WINTHROP SHAW PITTMAN LLP
Address Line 2: 725 SOUTH FIGUEROA STREET, SUITE 2800
Address Line 4: LOS ANGELES, CALIFORNIA 90017-5406

ATTORNEY DOCKET NUMBER:	005550-0000123
NAME OF SUBMITTER:	BRIAN S. STERN
Signature:	/Brian S. Stern/
Date:	09/20/2007

Total Attachments: 35

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SECURITY AGREEMENT

This SECURITY AGREEMENT is dated as of September 11, 2007, and made by WEB SERVICE COMPANY, LLC, a California limited liability company (the "Grantor"), in favor of UNION BANK OF CALIFORNIA, N.A., as collateral agent (in such capacity, the "Collateral Agent") for the Secured Party (as defined below)

RECITALS

A. Union Bank of California, N.A., as administrative agent (in such capacity, the "Administrative Agent") and the lenders parties thereto (the "Bank Lenders") have entered into that certain Credit Agreement dated as of even date herewith (as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being called the "Credit Agreement") with the Grantor.

B. The Grantor, on the one hand, and the Purchasers identified on the signature pages thereto (together with their respective successors and assigns, and any other holder of a Note (as defined below), the "Noteholders"), on the other hand, are entering into that certain Note Purchase Agreement, dated as of the date hereof (as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being called the "Note Purchase Agreement"), pursuant to which, subject to the terms and conditions set forth therein, on the date hereof the Grantor will issue and sell to the Noteholders, and the Noteholders will purchase from the Grantor, (i) \$50,000,000 aggregate principal amount of the Grantor's 6.89% senior secured notes due October 1, 2023 (as the same may be amended, restated, supplemented or otherwise modified from time to time, together with any notes issued in exchange therefor or replacement thereof, the "Series A Notes"), (ii) \$15,000,000 aggregate principal amount of the Grantor's 6.85% senior secured notes due October 1, 2023 (as the same may be amended, restated, supplemented or otherwise modified from time to time, together with any notes issued in exchange therefor or replacement thereof, the "Series B Notes") and (iii) \$41,000,000 aggregate principal amount of the Grantor's 6.80% senior secured notes due October 1, 2023 (as the same may be amended, restated, supplemented or otherwise modified from time to time, together with any notes issued in exchange therefor or replacement thereof, the "Series C Notes" and, together with the Series A Notes and the Series B Notes, the "Notes").

C. The Bank Lenders and the Noteholders have entered into that certain Intercreditor and Collateral Agency Agreement dated as of even date herewith (as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being called the "Intercreditor Agreement") with the Grantor, the Administrative Agent and the Collateral Agent to govern the Bank Lenders' and the Noteholders' respective rights with respect to any collateral securing the obligations of the Grantor and each of its subsidiaries under the Credit Agreement, the Note Purchase Agreement and each other Creditor Document.

D. The Bank Lenders and the Noteholders have appointed Union Bank of California, N.A. as Collateral Agent to act on their behalf and for their benefit with respect to the administration, preservation, realization upon and other matters relating to the Collateral (as

defined below) and the Bank Lenders' and the Noteholders' security interests therein and liens thereon.

E. It is a condition precedent to (i) the extension of credit by the Bank Lenders under the Credit Agreement and (ii) the purchase of the Notes by the Noteholders under the Note Purchase Agreement that the Grantor shall have executed and delivered this Agreement.

F. Terms defined in the Intercreditor Agreement and not otherwise defined herein have the same respective meanings when used herein. The rules of interpretation set forth in Section 1.2 of the Intercreditor Agreement are incorporated herein by reference. Schedule and Exhibit references are to this Agreement unless otherwise specified, and each such Schedule and Exhibit is incorporated herein. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation".

AGREEMENT

NOW, THEREFORE, in order to induce (i) the Bank Lenders and the Administrative Agent to enter into the Credit Agreement and (ii) the Noteholders to enter into the Note Purchase Agreement and for other good and valuable consideration, the receipt and adequacy of which hereby is acknowledged, the Grantor hereby represents, warrants, covenants, agrees, assigns and grants as follows:

1. Definitions. Unless the context otherwise requires, terms defined in the Uniform Commercial Code of the State of California (the "Uniform Commercial Code") and not otherwise defined in this Agreement or in the Intercreditor Agreement shall have the meanings defined for those terms in the Uniform Commercial Code. In addition, the following terms shall have the meanings respectively set forth after each:

"Baron Lease" means that certain Lease dated as of January 1, 2004 between Web Service Company, Inc. ("Web Inc."), as lessee, and Baron Real Estate, Inc. ("Baron"), as lessor, the lessee's interest under which was assigned to the Grantor pursuant to that certain Lease Assignment and Assumption Agreement dated as of even date herewith, as amended and in effect as of the date hereof and as it may be further amended, restated, modified or supplemented.

"Cash Equivalents" means investments having a maturity of not greater than 3 months from the date of acquisition thereof in (a) obligations issued or unconditionally guaranteed by the United States of America or any agency thereof, (b) certificates of deposit of any commercial bank organized under the laws of the United States of America or any state thereof and having combined capital and surplus of at least \$1 billion, (c) commercial paper with a rating of at least Prime-1 by Moody's Investors Service, Inc. or A-1 by Standard & Poor's Ratings Group or (d) other investments permitted by the Credit Agreement and the Note Purchase Agreement.

"Certificates" means all certificates, instruments and other documents now or hereafter representing or evidencing any Pledged Securities or any Pledged Limited Liability Company Interests.

“Collateral” means all present and future right, title and interest of the Grantor in or to any property or assets whatsoever, whether now owned or existing or hereafter arising or acquired and wheresoever located, and all rights and powers of the Grantor to transfer any interest in or to any property or assets whatsoever, including any and all of the following property:

(a) All present and future accounts, accounts receivable, agreements, guarantees, contracts, leases, licenses, contract rights, health-care-insurance receivables, letter-of-credit rights and other rights to payment (collectively, the “Accounts”), together with all instruments, documents, chattel paper, security agreements, guaranties, undertakings, surety bonds, insurance policies, notes and drafts, all other supporting obligations, and all forms of obligations owing to the Grantor or in which the Grantor may have any interest, however created or arising;

(b) All present and future general intangibles, payment intangibles, commercial tort claims, agreements, guarantees, contracts, contract rights, letter-of-credit rights, instruments, documents, leases, licenses and rights to payment; and all other forms of obligations owing to the Grantor or in which the Grantor may have any interest, however created or arising; all tax refunds of every kind and nature to which the Grantor now or hereafter may become entitled, however arising, all other refunds, all commitments to extend financing to the Grantor, and all deposits, goodwill, choses in action, trade secrets, computer programs, software, customer lists, trademarks, trade names, patents, licenses, copyrights, technology, processes, proprietary information, insurance proceeds and warranties including the Copyrights, the Patents, the Marks and the goodwill of the Grantor’s business connected with and symbolized by the Marks;

(c) All present and future demand, time, savings, passbook, deposit and like accounts (general or special) (collectively, the “Deposit Accounts”) in which the Grantor has any interest which are maintained with any bank, savings and loan association, credit union or like organization, including each account listed on Schedule E (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement), and all money, cash and cash equivalents of the Grantor, whether or not deposited in any Deposit Account;

(d) All present and future books and records, including books of account and ledgers of every kind and nature, all electronically recorded data relating to the Grantor or the business thereof, all receptacles and containers for such records, and all files and correspondence;

(e) All present and future goods, including all furniture, fixtures, furnishings, machinery, automobiles, trucks, other vehicles, spare parts, supplies, equipment and other tangible property owned by the Grantor and used, held for use or useful in connection with its business, wherever located, and all other goods used in connection with or in the conduct of the Grantor’s business or otherwise owned by the Grantor (collectively, the “Equipment”);

(f) All present and future inventory and merchandise, including all present and future goods held for sale or lease or to be furnished under a contract of service, all raw materials, work in process and finished goods, all packing materials, supplies and containers relating to or used in connection with any of the foregoing, and all bills of lading, warehouse receipts and documents of title relating to any of the foregoing (collectively, the “Inventory”);

(g) All present and future stocks, bonds, debentures, certificated and uncertificated securities, security entitlements, subscription rights, options, warrants, puts, calls, certificates securities accounts, commodity contracts, commodity accounts, partnership interests, limited liability company interests, joint venture interests and investment and/or brokerage accounts, and all other investment property, including the Certificates, the Pledged Securities, the Pledged Partnership Interests and the Pledged Limited Liability Company Interests, and all rights, preferences, privileges, dividends, distributions (in cash or in kind), redemption payments or liquidation payments with respect thereto;

(h) All present and future accessions, appurtenances, components, repairs, repair parts, spare parts, replacements, substitutions, additions, issue and/or improvements to or of c with respect to any of the foregoing;

(i) All other tangible and intangible personal property of the Grantor;

(j) All rights, remedies, powers and/or privileges of the Grantor with respect to ar of the foregoing; and

(k) Any and all proceeds and products of the foregoing, including all money, accounts, general intangibles, deposit accounts, documents, instruments, letter-of-credit rights, investment property, chattel paper, goods, insurance proceeds and any other tangible or intangible property received upon the sale or disposition of any of the foregoing.

“Commitment” has the meaning ascribed to such term in the Credit Agreement.

“Contribution Agreement” means that certain Contribution Agreement dated as of September 11, 2007 among Web Inc., Consolidated Smart Systems Laundry, LLC and the Grantor, as it may be amended, restated, modified or supplemented.

“Copyrights” means all:

(a) copyrights, whether or not published or registered under the Copyright Act of 1976, 17 U.S.C. Section 101 et seq., as the same shall be amended from time to time, and any predecessor or successor statute thereto (the “Copyright Act”), and applications for registration of copyrights, and all works of authorship and other intellectual property rights therein, including copyrights for computer programs, source code and object code data bases and related materials and documentation, and including the registered copyrights and copyright applications listed in Schedule B (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement), and (i) all renewals, revisions, derivative works, enhancements, modifications, updates, new releases and other revisions thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all of the Grantor’s rights corresponding thereto throughout the world;

(b) rights under or interests in any copyright license agreements with any other party, whether the Grantor is a licensee or licensor under any such license agreement, including the

copyright license agreements listed on Schedule B (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement), and the right to use the foregoing in connection with the enforcement of the Secured Party's rights under the Creditor Documents; ~~and~~

(c) copyrightable materials now or hereafter owned by the Grantor, all tangible property embodying the copyrights or copyrightable materials described herein, and all tangible property covered by the licenses described in clause (b) hereof.

“Default” means a “Default” as defined in the Note Purchase Agreement or the Credit Agreement.

“Event of Default” means an “Event of Default” as defined in the Note Purchase Agreement or the Credit Agreement.

“GAAP” means generally accepted accounting principles in the United States in effect from time to time.

“Governmental Authority” means (a) any international, foreign, federal, state, county or municipal government, or political subdivision thereof, (b) any governmental or quasi-governmental agency, authority, board, bureau, commission, department, instrumentality or public body or (c) any court or administrative tribunal of competent jurisdiction.

“Landlord Consent”: each waiver, consent or similar document executed by any landlord of the Grantor or any Subsidiary, in favor of the Collateral Agent for the benefit of the Secured Party, in form and substance reasonably satisfactory to the Collateral Agent, as such agreements may be amended, modified or supplemented from time to time in accordance with the terms hereof.

“Limited Liability Company Assets” means all assets, whether tangible or intangible and whether real, personal or mixed (including all limited liability company capital and interests in other limited liability companies), at any time owned or represented by any Limited Liability Company Interests.

“Limited Liability Company Interests” means the entire limited liability company interest at any time owned by the Grantor in any Pledged Entity.

“Marks” means all (i) trademarks, trademark registrations, interests under trademark license agreements, trade names, trademark applications, service marks, business names, trade styles, designs, logos and other source or business identifiers which are used in the United States or any state, territory or possession thereof, or in any other place, nation or jurisdiction anywhere in the world, including the trademark registrations and applications listed on Schedule B (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement), (ii) licenses pertaining to any such mark, whether the Grantor is a licensor or licensee including the licenses listed on Schedule B (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement), (iii) all income, royalties, ~~damages~~ and payments now and hereafter due and/or payable with respect to any such mark or any such license, including damages and payments for past, present or future infringements

thereof, (iv) rights to sue for past, present and future infringements thereof, (v) rights corresponding thereto throughout the world, (vi) all product specification documents and production and quality control manuals used in the manufacture of products sold under or in connection with such marks, (vii) all documents that reveal the name and address of all sources of supply of, and all terms of purchase and delivery for, all materials and components used in the production of products sold under or in connection with such marks, (viii) all documents constituting or concerning the then current or proposed advertising and promotion by the Grantor, its subsidiaries or licensees of products sold under or in connection with such marks, including all documents that reveal the media used or to be used and the cost for all such advertising and (ix) renewals and proceeds of any of the foregoing.

“Patents” means all (i) letters patent, design patents, utility patents, inventions and trade secrets, all patents and patent applications in the United States Patent and Trademark Office, and all interests under patent license agreements, including the inventions and improvements described and claimed therein, including those letters patent, design patents, utility patents, other patents, patent applications and patent license agreements listed on Schedule B (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement), (ii) licenses pertaining to any patent whether the Grantor is a licensor or licensee, (iii) income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including damages and payments for past, present or future infringements thereof, (iv) rights to sue for past, present and future infringements thereof, (v) rights corresponding thereto throughout the world and (vi) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing.

“Person” means an individual, a partnership, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization and a government or any department or agency thereof.

“Pledged Collateral” means the Certificates, the Pledged Securities, the Pledged Partnership Interests and the Pledged Limited Liability Company Interests.

“Pledged Entity” means each limited liability company set forth in Schedule A (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement), together with any other limited liability company in which the Grantor may have an interest at any time.

“Pledged Limited Liability Company Interests” means all interests in each Pledged Entity held by the Grantor, including those Limited Liability Company Interests identified in Schedule A (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement), including (i) all the capital thereof and the Grantor’s interests in all profits, losses, Limited Liability Company Assets and other distributions in respect thereof; (ii) all other payments due or to become due to the Grantor in respect of such Limited Liability Company Interests; (iii) all of the Grantor’s claims, rights, powers, privileges, authority, options, security interests, liens and remedies in respect of such Limited Liability Company Interests; (iv) all of the Grantor’s rights to exercise and enforce every right, power, remedy, authority, option and privilege relating to such Limited Liability Company Interests; and (v) all other property delivered in substitution for or in addition to any of the foregoing and all certificates and

instruments representing or evidencing such other property received, receivable or otherwise distributed in respect of or in exchange for any or all thereof.

“Pledged Partnership Interests” means all interests in any partnership or joint venture held by the Grantor, including those partnerships and/or joint ventures identified in Schedule A (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement) and all dividends, cash, instruments and other properties from time to time received, to be received or otherwise distributed in respect of or in exchange for any or all of such interests.

“Pledged Securities” means all shares of capital stock of any issuer in which the Grantor has an interest, including those shares of stock identified in Schedule A (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement) and all dividends, cash, instruments and other properties from time to time received, to be received or otherwise distributed in respect of or in exchange for any or all of such shares.

“Requirements of Law” means as to the Grantor, the articles of organization and operating agreement or other organizational or governing documents of the Grantor, and any law, treaty, rule, order, judgment or regulation of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon the Grantor or any of its property or to which the Grantor or any of its property is subject.

“Secured Party” means, collectively, the Collateral Agent, Administrative Agent, the Bank Lenders, the Noteholders and each counterparty to a Rate Contract entered into pursuant to the Credit Agreement, provided that such counterparty is a Bank Lender or an affiliate of a Bank Lender.

2. Creation of Security Interest. The Grantor hereby assigns and pledges to the Collateral Agent for the ratable benefit of the Secured Party, and grants to the Collateral Agent for the ratable benefit of the Secured Party a security interest in and to, all right, title and interest of the Grantor in and to all presently existing and hereafter acquired Collateral.

3. Security for Obligations. This Agreement and the pledges made and security interests granted herein secure the prompt payment, in full in cash, and full performance of, the Secured Obligations.

4. Delivery of Pledged Collateral.

(a) Each Certificate shall, on (i) the Closing Date (with respect to Certificates existing on such date) and (ii) on the date of receipt or acquisition by the Grantor (with respect to Certificates received or acquired after the Closing Date), be delivered to and held by the Collateral Agent on behalf of the Secured Party and shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed undated endorsements, instruments of transfer or assignment in blank, all in form and substance satisfactory to the Collateral Agent.

(b) The Collateral Agent shall have the right, upon the occurrence and during the continuance of an Event of Default, without notice to the Grantor, to transfer to or to direct the Grantor or any nominee of the Grantor to register or cause to be registered in the name of the

Collateral Agent or any of its nominees any or all of the Pledged Collateral. In addition, the Collateral Agent shall have the right at any time to exchange certificates or instruments representing or evidencing Pledged Collateral for certificates or instruments of smaller or larger denominations.

5. Further Assurances.

(a) At any time and from time to time, at the written request of the Collateral Agent, the Grantor shall execute and deliver to the Collateral Agent, at the Grantor's expense, all instruments, certificates and documents in form and substance satisfactory to the Collateral Agent, authorize the filing of such financing statements, and perform all such other acts as shall be necessary or desirable to fully perfect or protect or maintain, when filed, recorded, delivered or performed, the Collateral Agent's security interests granted pursuant to this Agreement or to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, the Grantor shall: (i) at the request of the Collateral Agent, mark conspicuously each document included in the Inventory and each other contract relating to the Accounts, and all chattel paper, instruments and other documents and each of their records pertaining to the Collateral with a legend, in form and substance satisfactory to the Collateral Agent, indicating that such document, contract, chattel paper, instrument or other Collateral is subject to the security interests granted hereby; (ii) at the request of the Collateral Agent, if any Account or contract or other writing relating thereto shall be evidenced by a promissory note or other instrument, deliver and pledge to the Collateral Agent, for the ratable benefit of the Secured Party, such note(s) and/or other instrument(s) duly endorsed and accompanied by duly executed undated instruments of transfer or assignment, all in form and substance satisfactory to the Collateral Agent; (iii) authorize the filing of such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as the Collateral Agent may request, in order to perfect and preserve, with the required priority, the security interests granted, or purported to be granted hereby; (iv) upon the Grantor's registration, or application therefor, of any Copyright under the Copyright Act, at the Collateral Agent's request execute and deliver to the Collateral Agent for recordation and filing in the United States Copyright Office a copy of this Agreement or another appropriate copyright mortgage document in form and substance reasonably satisfactory to the Collateral Agent; (v) upon the Grantor's registration, or application therefor, of any Patent or Mark, at the Collateral Agent's request execute and deliver to the Collateral Agent for recordation and filing in the United States Patent and Trademark Office a copy of this Agreement or another appropriate patent or trademark assignment document, as applicable, in form and substance reasonably satisfactory to the Collateral Agent; (vi) at the request of the Collateral Agent, cause control agreements in form and substance reasonably acceptable to the Secured Party (the "Control Agreements") to be executed by all parties necessary to establish "control" under the Uniform Commercial Code with respect to all Deposit Accounts and securities accounts of the Grantor; and (vii) at the request of the Collateral Agent, enter into arrangements in form and substance satisfactory to the Collateral Agent that are necessary to establish "control" under the Uniform Commercial Code with respect to all investment property, letter-of-credit rights and electronic chattel paper of the Grantor; provided, that, no Control Agreements shall be required to be delivered with respect to Deposit Accounts and securities accounts maintained with institutions other than the Depository (as hereinafter defined) so long

as the aggregate principal balance of all such Deposit Accounts and securities accounts not subject to a Control Agreement is less than \$250,000 at any time.

(b) At any time and from time to time, the Collateral Agent shall be entitled to, and is hereby authorized to, file and/or record any or all such financing statements, instruments and documents held by it, and any or all such further financing statements, documents and instruments, relative to the Collateral or any part thereof in each instance, and to take all such other actions as the Collateral Agent may deem appropriate to perfect and to continue and maintain perfected the security interests granted herein.

(c) The Grantor hereby authorizes the Collateral Agent to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of the Grantor where permitted by law. A carbon, photographic or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(d) The Grantor shall furnish to the Collateral Agent concurrently with the delivery of the Covenant Compliance Certificate referred to in Section 5.1 of the Credit Agreement or Paragraph 5.A. of the Note Purchase Agreement (or more frequently upon the reasonable request of the Collateral Agent or, upon the occurrence and during the continuance of an Event of Default, at any time requested by the Collateral Agent), supplements to the Schedules to this Agreement and other statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Collateral Agent may request including the following: (i) if the Grantor obtains any rights or interests in any Deposit Accounts, securities accounts or other investment property (other than that referred to on Schedule A), the Grantor shall, in addition to all other acts required to be performed in respect thereof pursuant to this Agreement, supplement Schedule E to reflect such additional Deposit Accounts, securities accounts or other investment property; (ii) if the Grantor publishes or registers, or applies for registration, of any copyright under the Copyright Act, the Grantor shall, in addition to all other acts required to be performed in respect thereof pursuant to this Agreement, supplement Schedule B to reflect the publication or registration of such copyright or application therefor; (iii) if the Grantor obtains any rights or interests in any Marks, the Grantor shall, in addition to all other acts required to be performed in respect thereof pursuant to this Agreement, supplement Schedule B to reflect such additional Marks; (iv) if the Grantor obtains any rights or interests in any Patents, the Grantor shall, in addition to all other acts required to be performed in respect thereof pursuant to this Agreement, supplement Schedule B to reflect such Patents; and (v) if the Grantor receives or acquires any additional shares of capital stock of any Person, any additional partnership interests in any partnership or joint venture or any additional Limited Liability Company Interests, the Grantor shall, in addition to all other acts required to be performed in respect thereof pursuant to this Agreement, supplement Schedule A to reflect such additional Pledged Collateral.

(e) With respect to any Collateral consisting of certificates of title or the like as to which the Collateral Agent's security interest need be perfected by, or the priority thereof need be assured by, notation on the certificate of title pertaining to such Collateral, the Grantor will (i) promptly notify the Collateral Agent of the acquisition thereof and (ii) at the request of the Collateral Agent, cause such security interest to be noted on such certificate of title.

(f) With respect to any Collateral consisting of certificates of stock, securities, instruments, partnership or joint venture interests, interests in limited liability companies, or the like, the Grantor hereby consents and agrees that, upon the occurrence and during the continuance of an Event of Default, the issuers of, or obligors on, any such Collateral, or any registrar or transfer agent or trustee for any such Collateral, shall be entitled to the fullest extent permitted under applicable laws to accept the provisions of this Agreement as conclusive evidence of the right of the Collateral Agent to effect any transfer or exercise any right hereunder or with respect to any such Collateral subject to the terms hereof, notwithstanding any other notice or direction to the contrary heretofore or hereafter given by the Grantor or any other Person to such issuers or such obligors or to any such registrar or transfer agent or trustee.

(g) Upon the Grantor's obtaining any rights or interests in any tangible chattel paper or electronic chattel paper, the Grantor shall, in addition to all other acts required to be performed in respect thereof pursuant to this Agreement, promptly notify the Collateral Agent of such rights or interests.

6. Voting Rights; Dividends; Etc. So long as no Event of Default shall have occurred and be continuing:

(a) Voting Rights. The Grantor shall be entitled to exercise any and all voting and other consensual rights pertaining to the Pledged Securities, the Pledged Partnership Interests and the Pledged Limited Liability Company Interests (including all voting, consent, administration, management and other rights and remedies under any partnership agreement or any operating agreement or otherwise with respect to the Pledged Securities, the Pledged Partnership Interests or the Pledged Limited Liability Company Interests), or any part thereof, for any purpose not in violation of the terms of this Agreement, the Credit Agreement, the Note Purchase Agreement or the other Creditor Documents; provided, however, that the Grantor shall not exercise any such right if it would result in a Default.

(b) Dividend and Distribution Rights. Subject to the terms of the Credit Agreement and the Note Purchase Agreement, the Grantor shall be entitled to receive and to retain and use any and all dividends or distributions paid in respect of the Pledged Securities, the Pledged Partnership Interests or the Pledged Limited Liability Company Interests; provided, however, that any and all

(i) non-cash dividends or distributions in the form of certificated capital stock, certificated limited liability company interests, instruments or other property received, receivable or otherwise distributed in respect of, or in exchange for, any Pledged Securities, Pledged Partnership Interests or Pledged Limited Liability Company Interests,

(ii) dividends and other distributions paid or payable in cash in respect of any Pledged Securities, Pledged Partnership Interests or Pledged Limited Liability Company Interests in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in-surplus, and

(iii) cash paid, payable or otherwise distributed in redemption of, or in exchange for, any Pledged Securities, Pledged Partnership Interests or Pledged Limited Liability Company Interests,

shall forthwith be delivered to the Collateral Agent to be held as Collateral or applied to the Secured Obligations in accordance with the Intercreditor Agreement, as the Collateral Agent may elect; and, if received by the Grantor, shall be received in trust for the benefit of the Collateral Agent, be segregated from the other property of the Grantor and forthwith be delivered to the Collateral Agent in the same form as so received (with any necessary endorsements).

7. Rights as to Pledged Collateral During Event of Default. When an Event of Default has occurred and is continuing:

(a) Voting, Dividend and Distribution Rights. At the option of the Collateral Agent, all rights of the Grantor to exercise the voting and other consensual rights which it would otherwise be entitled to exercise pursuant to Section 6(a) above, and to receive the dividends and distributions which it would otherwise be authorized to receive and retain pursuant to Section 6(b) above, shall cease, and all such rights shall thereupon become vested in the Collateral Agent who shall thereupon have the sole right to exercise such voting and other consensual rights and to receive and to hold as Pledged Collateral such dividends and distributions.

(b) Dividends and Distributions Held in Trust. All dividends and other distributions which are received by the Grantor contrary to the provisions of Section 7(a) of this Agreement shall be received in trust for the benefit of the Collateral Agent, shall be segregated from other funds of the Grantor and forthwith shall be paid over to the Collateral Agent as Collateral in the same form as so received (with any necessary endorsements).

(c) Registration. Determination by the Collateral Agent to exercise its right to sell pursuant to Section 16 hereof any or all of the Pledged Securities without registering the Pledged Securities under the Securities Act of 1933 shall not be deemed to be commercially unreasonable solely by virtue of the fact that the Pledged Securities were not so registered (provided that any such sale shall be conducted in accordance with the Uniform Commercial Code and other applicable laws).

8. Irrevocable Proxy. The Grantor hereby revokes all previous proxies (if any) with regard to the Pledged Securities, the Pledged Partnership Interests (if such interests are limited partnership interests) and the Pledged Limited Liability Company Interests and appoints the Collateral Agent as its proxyholder and attorney-in-fact to (i) attend and vote at any and all meetings of the shareholders of the corporation(s) which issued the Pledged Securities (whether or not transferred into the name of the Collateral Agent), and any adjournments thereof, held on or after the date of the giving of this proxy and to execute any and all written consents, waivers and ratifications of shareholders of such corporation(s) executed on or after the date of the giving of this proxy with the same effect as if the Grantor had personally attended the meetings or had personally voted its shares or had personally signed the written consents, waivers or ratification, and (ii) attend and vote at any and all meetings of the members of the Pledged Entities (whether or not such Pledged Limited Liability Company Interests or Pledged Partnership Interests are

transferred into the name of the Collateral Agent), and any adjournments thereof, held on or after the date of the giving of this proxy and to execute any and all written consents, waivers and ratifications of the Pledged Entities executed on or after the date of the giving of this proxy with the same effect as if the Grantor had personally attended the meetings or had personally voted on its Limited Liability Company Interests or Pledged Partnership Interests or had personally signed the consents, waivers or ratifications; provided, however, that the Collateral Agent as proxyholder and attorney-in-fact shall have rights hereunder only upon the occurrence and during the continuance of an Event of Default. The Grantor hereby authorizes the Collateral Agent to substitute another Person (which Person shall be a successor to the rights of the Collateral Agent hereunder or a nominee appointed by the Collateral Agent to serve as proxyholder) as the proxyholder and, upon the occurrence or during the continuance of any Event of Default, hereby authorizes and directs the proxyholder to file this proxy and the substitution instrument with the secretary of the appropriate corporation, limited partnership or limited liability company. This proxy is coupled with an interest and is irrevocable until such time each Commitment and any applicable bankruptcy preference period has expired and all Secured Obligations have been paid in full.

9. Copyrights.

(a) Royalties. The Grantor hereby agrees that the use by the Collateral Agent of the Copyrights as authorized hereunder in connection with the Collateral Agent's exercise of its rights and remedies hereunder shall be without any liability for royalties or other related charges from the Collateral Agent or any other Secured Party to the Grantor.

(b) Restrictions on Future Agreements. Subject to the terms hereof and of the Credit Agreement and the Note Purchase Agreement, the Grantor shall be permitted to manage, license and administer its Copyrights and to become a licensee of other copyrights in such manner as the Grantor in its reasonable business judgment deems desirable; provided, however, that the Grantor will not, without the Collateral Agent's prior written consent, (i) abandon any Copyright in which the Grantor now owns or hereafter acquires any rights or interests or (ii) enter into any license agreements.

(c) Duties of Grantor. The Grantor agrees to: (i) prosecute diligently any Copyright, (ii) upon an Event of Default, make application for registration of such uncopyrighted but copyrightable material owned by the Grantor as the Collateral Agent deems appropriate, (iii) place notices of copyright on all copyrightable property produced or owned by the Grantor embodying the Copyrights and cause its licensees to do the same, and (iv) take all action necessary to preserve and maintain all rights in the Copyrights, including making timely filings for renewals and extensions of such Copyrights and diligently monitoring unauthorized use thereof. Any expenses incurred in connection with the foregoing shall be borne by the Grantor. The Grantor shall give proper statutory notice in connection with its use of each Copyright to the extent necessary for the protection thereof. The Grantor shall notify the Collateral Agent of any suits it commences to enforce any Copyright and shall provide the Collateral Agent with copies of any documents requested by the Collateral Agent relating to such suits. Neither the Collateral Agent nor any other Secured Party shall have any duty with respect to the Copyrights other than to act lawfully and without gross negligence or willful misconduct. Without limiting the generality of the foregoing, neither the Collateral Agent nor any other Secured Party shall be

under any obligation to take any steps necessary to preserve rights in the Copyrights against any other party, but the Collateral Agent may do so at its option upon the occurrence and during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the account of the Grantor and shall be added to the Secured Obligations.

10. Patents and Marks.

(a) Royalties. The Grantor hereby agrees that any rights granted hereunder to the Collateral Agent with respect to Patents and Marks shall be applicable to all territories in which the Grantor has the right to use such Patents and Marks, from time to time, and without any liability for royalties or other related charges from the Collateral Agent or any other Secured Party to the Grantor.

(b) Restrictions on Future Agreements. Subject to the terms hereof and of the Credit Agreement and the Note Purchase Agreement, the Grantor shall be permitted to manage, license and administer its Patents and Marks and to become a licensee of other patents and trademarks in such manner as the Grantor in its reasonable business judgment deems desirable; provided, however, that the Grantor will not, without the Collateral Agent's prior written consent, (i) abandon any Patent or Mark in which the Grantor now owns or hereafter acquires any rights or interests or (ii) enter into any license agreements.

(c) Duties of Grantor. The Grantor agrees to: (i) prosecute diligently any Patent and Mark, (ii) upon the occurrence and during the continuance of an Event of Default, make application on unpatented but patentable inventions owned by the Grantor and on unregistered Marks, as the case may be, as the Collateral Agent deems appropriate, (iii) file and prosecute opposition and cancellation proceedings and (iv) take all action necessary to preserve and maintain all rights in the Patents and Marks, including making timely filings for renewals and extensions of such Patents and Marks and diligently monitoring unauthorized use thereof. Any expenses incurred in connection with the foregoing shall be borne by the Grantor. The Grantor shall give proper statutory notice in connection with its use of each Mark and each Patent to the extent necessary for the protection thereof. The Grantor shall notify the Collateral Agent of any suit it commences to enforce any Patent or Mark and shall provide the Collateral Agent with copies of any documents requested by the Collateral Agent relating to such suit. Neither the Collateral Agent nor any other Secured Party shall have any duty with respect to the Patents and Marks other than to act lawfully and without gross negligence or willful misconduct. Without limiting the generality of the foregoing, neither the Collateral Agent nor any other Secured Party shall be under any obligation to take any steps necessary to preserve rights in the Patents and Marks against any other party, but the Collateral Agent may do so at its option upon the occurrence and during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the account of the Grantor and shall be added to the Secured Obligations.

11. Grantor's Representations and Warranties. The Grantor represents and warrants as follows:

(a) (i) Schedule C sets forth each location at which (A) Inventory and/or Equipment is located (other than Route Equipment (as defined in the Contribution Agreement) and

Equipment Inventory (as defined in the Contribution Agreement) located at Laundry Lease Locations (as defined in the Contribution Agreement)) and (B) the Grantor conducts business and, with respect to each such location, whether the Grantor is duly qualified and in good standing under the laws of such location; (ii) the chief executive office of the Grantor, where the Grantor keeps its records concerning the Collateral and the chattel paper evidencing the Collateral, is located at the address set forth for the Grantor on Schedule D; (iii) all records concerning any Accounts and all originals of all contracts and other writings which evidence any Accounts are located at the addresses listed on Schedule D; (iv) the Grantor has exclusive possession and control of the Equipment and the Inventory, except (A) as set forth on Schedule C and (B) for Route Equipment (as defined in the Contribution Agreement) and Equipment Inventory (as defined in the Contribution Agreement) located at Laundry Lease Locations (as defined in the Contribution Agreement); (v) the Grantor's exact legal name, and the place of formation of the Grantor, are as set forth in the preamble to this Agreement; (vi) each trade name or other fictitious name under which the Grantor conducts business, or has conducted business at any time during the five years immediately preceding the Closing Date, is set forth on Schedule F; and (vii) the Grantor's state organizational identification number, if any, is set forth on Schedule F. The aggregate fair market value of the Equipment and Inventory (other than Route Equipment (as defined in the Contribution Agreement) and Equipment Inventory (as defined in the Contribution Agreement) located at Laundry Lease Locations (as defined in the Contribution Agreement)) that the Grantor has permitted to be in possession of any and all third parties (other than Baron) does not exceed \$500,000.

(b) The Grantor is the legal and beneficial owner of the Collateral free and clear of all Liens except for Liens permitted by Section 6.3(a) of the Credit Agreement or Section 6C(1) of the Note Purchase Agreement. The Grantor has the power, authority and legal right to grant the security interests in the Collateral purported to be granted hereby, and to execute, deliver and perform this Agreement. The pledge of the Collateral pursuant to this Agreement creates a valid security interest in the Collateral. Upon the filing of an appropriate financing statement in the filing office set forth on Schedule F, the recordation of appropriate documentation with the United States Copyright Office and the United States Patent and Trademark Office, as applicable, the execution of Control Agreements with respect to the Deposit Accounts and the securities accounts of the Grantor, the execution of bailee letters with respect to certain Collateral held by third parties, the Collateral Agent's exercise of "control" under the Uniform Commercial Code with respect to all investment property, letter-of-credit rights and electronic chattel paper of the Grantor, the delivery to the Collateral Agent of the Certificates, and the notation of the Collateral Agent's security interest on certificates of title to the extent required for perfection or priority, as the case may be, the Collateral Agent for the ratable benefit of the Secured Party will have a first-priority perfected security interest (except for Liens permitted by Section 6.3(a) of the Credit Agreement or Section 6C(1) of the Note Purchase Agreement) in the Collateral to the extent a security interest in such Collateral can be perfected by such filings, recordations, the giving of such notices (and receipt of such acknowledgments), letters, agreements, the exercise of control, the delivery of such Certificates and the notation of such security interest.

(c) The Pledged Securities and the Pledged Limited Liability Company Interests have been duly authorized and validly issued and are fully paid and nonassessable. All of the Pledged

Securities and Pledged Limited Liability Company Interests are in certificated form and are securities (as contemplated by Article 8 of the Uniform Commercial Code).

(d) No consent of any Person, including any partner in a partnership with respect to which the Grantor has pledged its interest as a Pledged Partnership Interest or any member in a Pledged Entity, is required for the pledge by the Grantor of the Collateral except for those consents which have been made or obtained prior to the effectiveness of such pledge.

(e) The Pledged Securities described on Schedule A constitute (i) all of the shares of capital stock of any Person owned by the Grantor and (ii) that percentage of the issued and outstanding shares of the respective issuers thereof indicated on Schedule A, and there is no other class of shares issued and outstanding of the respective issuers thereof except as set forth on Schedule A. The Pledged Partnership Interests described on Schedule A constitute (i) all of the partnerships or joint ventures in which the Grantor has an interest and (ii) the Grantor's respective percentage interests in each such partnership or joint venture are as set forth on such Schedule A, and there is no other class of interests therein issued and outstanding except as set forth on Schedule A. The Pledged Limited Liability Company Interests described on Schedule A constitute (i) all of the Limited Liability Company Interests owned by the Grantor and (ii) the Grantor's respective percentage ownership interests in each such Pledged Entity are as set forth on Schedule A, and there is no other class of interests therein issued and outstanding except as set forth on Schedule A.

(f) No authorization, approval or other action by, and no notice to or filing with, any Governmental Authority (other than such authorizations, approvals and other actions as have already been taken and are in full force and effect) is required (A) for the pledge of the Collateral or the grant of the security interest in the Collateral by the Grantor hereby or for the execution and delivery or performance of this Agreement by the Grantor, or (B) for the exercise by the Collateral Agent of the voting rights in the Pledged Securities, the Pledged Partnership Interests and the Pledged Limited Liability Company Interests or of any other rights or remedies in respect of the Collateral hereunder except as may be required in connection with any disposition of Collateral consisting of securities by laws affecting the offering and sale of securities generally.

(g) The Grantor does not own, is not a licensee of, nor has the Grantor applied for any Copyrights, Marks or Patents, other than those set forth on Schedule B. Except as set forth on Schedule B, none of such Copyrights, Marks or Patents has been registered with any Governmental Authority, nor has an application for such registration been made.

(h) Schedule E sets forth (i) all of the Grantor's Deposit Accounts, (ii) all of the Grantor's securities accounts and other investment property (other than that referred to on Schedule A) and (iii) all letters of credit issued for the benefit of the Grantor. The Grantor has no chattel paper or electronic chattel paper. The Grantor's Deposit Accounts and securities accounts maintained with institutions other than the Depository do not contain funds in an aggregate amount exceeding \$250,000.

(i) The Grantor does not own or lease any vehicle having a fair market value in excess of \$50,000.

12. Grantor's Covenants. In addition to the other covenants and agreements set forth herein and in the other Creditor Documents, the Grantor covenants and agrees as follows:

(a) [Intentionally Omitted].

(b) The Collateral will not be used in any way that will void or impair any insurance required under the Credit Agreement or the Note Purchase Agreement to be carried in connection therewith.

(c) [Intentionally Omitted].

(d) The Grantor will promptly notify the Collateral Agent in writing in the event of any material damage to the Collateral from any source whatsoever.

(e) The Grantor will (i) not establish any location of Inventory or Equipment not listed on Schedule C, except for locations which are the subject of laundry route leases, (ii) not move its principal place of business, chief executive office or any other office listed on Schedule D, (iii) not adopt, use or conduct business under any trade name or other corporate or fictitious name not disclosed on Schedule F, (iv) not acquire or open, as applicable, any Deposit Account or securities account, or acquire any letter of credit issued for the benefit of the Grantor, (v) not create any chattel paper without placing a legend on the chattel paper acceptable to the Collateral Agent indicating the Collateral Agent's security interest therein, (vi) not change its legal name, its place of incorporation, formation or organization (as applicable) or its state organizational identification number, from those specified in the preamble to this Agreement and Schedule F; (vii) preserve its legal existence and not, in one transaction or a series of related transactions, merge into or consolidate with any other Person, or sell all or substantially all of its assets; (viii) not permit any issuer of Pledged Securities to issue any securities in uncertificated form or seek to convert all or any part of any Pledged Securities into uncertificated form (as contemplated by Article 8 of the Uniform Commercial Code), (ix) not permit any issuer of Pledged Limited Liability Company Interests to issue any Limited Liability Company Interests in uncertificated form, seek to convert all or any part of any Limited Liability Company Interests into uncertificated form or render any Limited Liability Company Interests to no longer be a security (as contemplated by Article 8 of the Uniform Commercial Code), or (x) not permit any issuer of Pledged Securities or any Pledged Entity to issue any additional capital stock or membership interests or any other rights or options with respect thereto, as applicable, other than to the Grantor, except, in each case set forth in clauses (i)-(x) above, upon not less than 30 days' prior written notice to the Collateral Agent and the Grantor's prior compliance with all applicable requirements of Section 5 hereof necessary to perfect the Collateral Agent's security interests hereunder, and in each case subject to the terms of the Credit Agreement and the Note Purchase Agreement.

(f) Subject to the terms of the Credit Agreement and the Note Purchase Agreement, the Grantor shall not permit any Equipment or Inventory to be in the possession of a third party unless written notice of the Collateral Agent's security interest therein has been given to such third party, and such third party has acknowledged in writing that it is holding such Collateral for the benefit of the Collateral Agent, such notice and acknowledgement to be in form acceptable to the Collateral Agent; provided, however, that no such notice and acknowledgment shall be

required (other than the Landlord Consents relating to the Baron Lease) to the extent that the aggregate fair market value of the Equipment and Inventory that the Grantor has permitted to be in possession of any and all third parties (other than Baron) does not exceed \$500,000.

(g) Except as permitted by the terms of the Credit Agreement or the Note Purchase Agreement, the Grantor shall not withdraw as a member of any Pledged Entity or a partner in any partnership with respect to which the Grantor has pledged any interest, or file or pursue or take any action which may, directly or indirectly, cause a dissolution or liquidation of or with respect to any Pledged Entity or any such partnership or seek a partition of any property of any Pledged Entity or any such partnership.

(h) The Grantor shall promptly notify the Collateral Agent in writing in the event that the Grantor becomes a licensee of any Copyright, Mark or Patent, other than those set forth on Schedule B, and shall execute any and all documents, instruments or agreements and perform any and all actions requested by the Collateral Agent to give a collateral assignment thereof including procuring the consent of the licensor thereto.

(i) The Grantor's Deposit Accounts and securities accounts maintained with institutions other than Union Bank of California, N.A. will not contain funds in an aggregate amount exceeding \$250,000 unless and until the Grantor has delivered Control Agreements with respect to such Deposit Accounts and securities accounts.

13. Collateral Agent's Rights Regarding Collateral. At any time and from time to time, the Collateral Agent may, to the extent necessary or desirable to protect the security hereunder, but the Collateral Agent shall not be obligated to: (a) (whether or not a Default has occurred) itself or through its representatives, visit and inspect the Grantor's properties and examine and make abstracts from any of its books and records at any reasonable time to discuss the business, operations, properties and financial and other condition of the Grantor with officers of the Grantor or (b) if an Event of Default has occurred and is continuing, at the expense of the Grantor, perform any obligation of the Grantor under this Agreement. At any time and from time to time after an Event of Default has occurred and is continuing, at the expense of the Grantor, the Collateral Agent (for the benefit of the Secured Party) may, to the extent necessary or desirable to protect the security hereunder, but the Collateral Agent shall not be obligated to: (i) notify obligors on the Collateral that the Collateral has been assigned as security to the Collateral Agent for the benefit of the Secured Party; (ii) at any time and from time to time request from obligors on the Collateral, in the name of the Grantor or in the name of the Collateral Agent, information concerning the Collateral and the amounts owing thereon; and (iii) direct obligors under the contracts included in the Collateral to which the Grantor is a party to direct their performance to the Collateral Agent. The Grantor shall keep proper books and records and accounts in which full, true and correct entries in conformity with GAAP and all applicable Requirements of Law shall be made of all dealings and transactions pertaining to the Collateral. The Collateral Agent shall not be under any duty or obligation whatsoever to take any action to preserve any rights of or against any prior or other parties in connection with the Collateral, to exercise any voting rights or managerial rights with respect to any Collateral or to make or give any presentments for payment, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonor or notices of any other nature whatsoever in connection with the Collateral or the Secured Obligations. The Collateral Agent

shall not be under any duty or obligation whatsoever to take any action to protect or preserve the Collateral or any rights of the Grantor therein, or to make collections or enforce payment thereon, or to participate in any foreclosure or other proceeding in connection therewith. Nothing contained herein shall constitute an assumption by the Collateral Agent or any other Secured Party of any obligations of the Grantor under any contracts assigned hereunder unless the Collateral Agent shall have given written notice to the counterparty to such assigned contract of the Collateral Agent's intention to assume such contract on behalf of the Secured Party. The Grantor shall continue to be liable for performance of its obligations under such contracts.

Nothing contained herein shall be construed to make the Collateral Agent or any other Secured Party liable as a stockholder of any corporation, member of any Pledged Entity or partner in any partnership with respect to which the Grantor has pledged its interests in Pledged Securities, Pledged Limited Liability Company Interests or Pledged Partnership Interests, and neither the Collateral Agent nor any other Secured Party by virtue of this Agreement or otherwise (except as referred to in the following sentence) shall not have any of the duties, obligations or liabilities of a stockholder of any such corporation, member of any such Pledged Entity or partner in such partnership. The parties hereto expressly agree that, unless the Collateral Agent shall become the absolute owner of any Pledged Securities or Pledged Limited Liability Company Interests or Pledged Partnership Interests pursuant hereto, this Agreement shall not be construed as creating a partnership or joint venture among the Collateral Agent or any other Secured Party, any such corporation, any such Pledged Entity or any such partnership and/or the Grantor. Except as provided in the immediately preceding sentence, the Collateral Agent, by accepting this Agreement, does not intend to become a stockholder of any corporation, member of any Pledged Entity or partner in any partnership with respect to which the Grantor has pledged its interests in any Pledged Securities, Pledged Limited Liability Company Interests or Pledged Partnership Interests, or otherwise be deemed to be a co-venturer with respect to the Grantor or any such corporation, Pledged Entity or partnership, either before or after an Event of Default shall have occurred.

14. Collections on the Collateral. Except as provided to the contrary in the Credit Agreement or the Note Purchase Agreement, the Grantor shall have the right to use and to continue to make collections on and receive dividends and other proceeds of all of the Collateral in the ordinary course of business so long as no Event of Default shall have occurred and be continuing. Upon the occurrence and during the continuance of an Event of Default, at the option of the Collateral Agent, the Grantor's right to make collections on and receive dividends and other proceeds of the Collateral and to use or dispose of such collections and proceeds shall terminate, and any and all dividends, proceeds and collections, including all partial or total prepayments, then held or thereafter received on or on account of the Collateral will be held or received by the Grantor in trust for the Collateral Agent and immediately delivered in kind to the Collateral Agent (duly endorsed to the Collateral Agent, if required), to be applied to the Secured Obligations or held as Collateral, as the Collateral Agent shall elect. Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent shall have the right at all times to receive, receipt for, endorse, assign, deposit and deliver, in the name of the Collateral Agent or in the name of the Grantor, any and all checks, notes, drafts and other instruments for the payment of money constituting proceeds of or otherwise relating to the Collateral; and the Grantor hereby authorizes the Collateral Agent to affix, by facsimile signature or otherwise, the general or special endorsement of the Grantor, in such manner as the Collateral Agent shall deem

advisable, to any such instrument in the event the same has been delivered to or obtained by the Collateral Agent without appropriate endorsement, and the Collateral Agent and any collecting bank are hereby authorized to consider such endorsement to be a sufficient, valid and effective endorsement by the Grantor, to the same extent as though it were manually executed by the duly authorized representatives of the Grantor, regardless of by whom or under what circumstances or by what authority such endorsement actually is affixed, without duty of inquiry or responsibility as to such matters, and the Grantor hereby expressly waives demand, presentment, protest and notice of protest or dishonor and all other notices of every kind and nature with respect to any such instrument.

15. Possession of Collateral by Collateral Agent. All the Collateral now, heretofore or hereafter delivered to the Collateral Agent shall be held by the Collateral Agent in its possession, custody and control. Any or all of the Collateral delivered to and held and maintained by the Collateral Agent constituting cash or cash equivalents shall, prior to the occurrence of any Event of Default, upon written request of the Grantor, be held in an interest-bearing account with the Collateral Agent, and shall be invested in Cash Equivalents. Nothing herein shall obligate the Collateral Agent to obtain any particular return thereon. Upon the occurrence and during the continuance of an Event of Default, whenever any of the Collateral is in the Collateral Agent's possession, custody or control, the Collateral Agent may use, operate and consume the Collateral, whether for the purpose of preserving and/or protecting the Collateral, or for the purpose of performing any of the Grantor's obligations with respect thereto, or otherwise, and, subject to the terms of the Credit Agreement and the Note Purchase Agreement, any or all of the Collateral delivered to the Collateral Agent constituting cash or cash equivalents shall be applied by the Collateral Agent to payment of the Secured Obligations or held as Collateral, as the Collateral Agent shall elect. The Collateral Agent may at any time deliver or redeliver the Collateral or any part thereof to the Grantor, and the receipt of any of the same by the Grantor shall be complete and full acquittance for the Collateral so delivered, and the Collateral Agent thereafter shall be discharged from any liability or responsibility arising after such delivery to the Grantor. So long as the Collateral Agent exercises reasonable care with respect to any Collateral in its possession, custody or control, neither the Collateral Agent nor any other Secured Party shall have any liability for any loss of or damage to any Collateral, and in no event shall the Collateral Agent or any other Secured Party have liability for any diminution in value of the Collateral occasioned by economic or market conditions or events. The Collateral Agent shall be deemed to have exercised reasonable care within the meaning of the preceding sentence if the Collateral in the possession, custody or control of the Collateral Agent is accorded treatment substantially equal to that which the Collateral Agent accords similar property for its own account, it being understood that the Collateral Agent shall not have any responsibility for (i) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to any Collateral, whether or not the Collateral Agent has or is deemed to have knowledge of such matters, or (ii) taking any necessary steps to preserve rights against any Person with respect to any Collateral.

16. Remedies.

(a) Rights Upon Event of Default. Upon the occurrence and during the continuance of an Event of Default, the Grantor shall be in default hereunder and the Collateral Agent for the benefit of the Secured Party shall have, in any jurisdiction where enforcement is sought, in

addition to all other rights and remedies that the Collateral Agent on behalf of the Secured Party may have under this Agreement and under applicable laws or in equity, all rights and remedies of a secured party under the Uniform Commercial Code as enacted in any such jurisdiction in effect at that time, and in addition the following rights and remedies, all of which may be exercised with or without notice to the Grantor except such notice as may be specifically required by applicable law: (i) to foreclose the Liens created hereunder or under any other Creditor Document by any available judicial procedure or without judicial process; (ii) to enter any premises where any Collateral may be located for the purpose of securing, protecting, inventorying, appraising, inspecting, repairing, preserving, storing, preparing, processing, taking possession of or removing the same; (iii) to sell, assign, lease or otherwise dispose of any Collateral or any part thereof, either at public or private sale or at any broker's board, in lot or in bulk, for cash, on credit or otherwise, with or without representations or warranties and upon such terms as shall be commercially reasonable; (iv) to notify obligors on the Collateral that the Collateral has been assigned to the Collateral Agent for the benefit of the Secured Party and that all payments thereon, or performance with respect thereto, are to be made directly and exclusively to the Collateral Agent for the account of the Secured Party; (v) to collect by legal proceedings or otherwise all dividends, distributions, interest, principal or other sums now or hereafter payable upon or on account of the Collateral; (vi) to enter into any extension, reorganization, disposition, merger or consolidation agreement, or any other agreement relating to or affecting the Collateral, and in connection therewith the Collateral Agent may deposit or surrender control of the Collateral and/or accept other property in exchange for the Collateral as the Collateral Agent deems appropriate; (vii) to settle, compromise or release, on terms acceptable to the Collateral Agent, in whole or in part, any amounts owing on the Collateral and/or any disputes with respect thereto; (viii) to extend the time of payment, make allowances and adjustments and issue credits in connection with the Collateral in the name of the Collateral Agent for the benefit of the Secured Party or in the name of the Grantor; (ix) to enforce payment and prosecute any action or proceeding with respect to any or all of the Collateral and take or bring, in the name of the Collateral Agent, for the benefit of the Secured Party, or in the name of the Grantor, any and all steps, actions, suits or proceedings deemed necessary or desirable by the Collateral Agent to effect collection of or to realize upon the Collateral, including any judicial or nonjudicial foreclosure thereof or thereon, and the Grantor specifically consents to any nonjudicial foreclosure of any or all of the Collateral or any other action taken by the Collateral Agent which may release any obligor from personal liability on any of the Collateral, and any money or other property received by the Collateral Agent in exchange for or on account of the Collateral, whether representing collections or proceeds of Collateral, and whether resulting from voluntary payments or foreclosure proceedings or other legal action taken by the Collateral Agent or the Grantor may be applied by the Collateral Agent, without notice to the Grantor, to the Secured Obligations in such order and manner as the Collateral Agent in its sole discretion shall determine; (x) to insure, protect and preserve the Collateral; (xi) to exercise all rights, remedies, powers or privileges provided under any of the other Creditor Documents; and (xii) to remove, from any premises where the same may be located, the Collateral and any and all documents, instruments, files and records, and any receptacles and cabinets containing the same, relating to the Collateral, and the Collateral Agent may, at the cost and expense of the Grantor, use such of its supplies, equipment, facilities and space at its places of business as may be necessary or appropriate to properly administer, process, store, control, prepare for sale or disposition and/or sell or dispose of the Collateral or to properly administer and control the

handling of collections and realizations thereon, and the Collateral Agent shall be deemed to have a rent-free tenancy of any premises of the Grantor for such purposes and for such periods of time as required by the Collateral Agent. The Grantor will, at the Collateral Agent's request, assemble the Collateral and make it available to the Collateral Agent at places which the Collateral Agent may designate, whether at the premises of the Grantor or elsewhere, and will make available to the Collateral Agent, free of cost, all premises, equipment and facilities of the Grantor for the purpose of the Collateral Agent's taking possession of the Collateral or storing the same or removing or putting the Collateral in salable form or selling or disposing of the same. The Collateral Agent has no obligation to clean-up or otherwise prepare the Collateral for sale. In addition to and not in limitation of the foregoing, Union Bank of California, N.A. (the "Depository"), as holder of those Deposit Accounts of the Grantor listed on Schedule E and maintained with the Depository (the "UBOC Deposit Accounts"), agrees that it will comply with the Collateral Agent's written instructions directing disposition of funds in such UBOC Deposit Accounts without further consent by the Grantor. Prior to the occurrence of any Event of Default, the Collateral Agent agrees that it will not exercise "control" over any UBOC Deposit Account.

(b) Possession by Collateral Agent. Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent also shall have the right, without notice or demand, either in person, by agent or by a receiver to be appointed by a court in accordance with the provisions of applicable law (and the Grantor hereby expressly consents, to the fullest extent permitted by applicable law, upon the occurrence and during the continuance of an Event of Default to the appointment of such a receiver), and, to the extent permitted by applicable law, without regard to the adequacy of any security for the Secured Obligations, to operate the business of the Grantor, by, inter alia, taking possession of the Collateral or any part thereof and to collect and receive the rents, issues, profits, income and proceeds thereof, pending the exercise of any and all other rights and remedies available to the Collateral Agent under this Agreement and/or at law or in equity. The operation of the Grantor's business and the taking possession of the Collateral by the Collateral Agent shall not cure or waive any Event of Default or notice thereof or invalidate any act done pursuant to such notice. The rights, remedies and powers of any receiver appointed by a court shall be as ordered by said court.

(c) Sale of Collateral. Any public or private sale or other disposition of the Collateral may be held at any office of Collateral Agent, or at the Grantor's place of business, or at any other place permitted by applicable law, and without the necessity of the Collateral's being within the view of prospective purchasers. The Collateral Agent may direct the order and manner of sale of the Collateral, or portions thereof, as it in its sole and absolute discretion may determine provided such sale is commercially reasonable, and the Grantor expressly waives, to the extent permitted by applicable law, any right to direct the order and manner of sale of any Collateral. The Collateral Agent or any Person acting on the Collateral Agent's behalf may bid and purchase at any such sale or other disposition. In addition to the other rights of the Collateral Agent hereunder, the Grantor hereby grants to the Collateral Agent a license or other right to use, without charge, but only after the occurrence and during the continuance of an Event of Default, the Grantor's labels, copyrights, patents, rights of use of any name, trade names, trademarks and advertising matter, or any property of a similar nature, including the Copyrights, the Patents and the Marks, in advertising for sale and selling any Collateral. The Collateral Agent may comply with any applicable state or federal law requirements in connection with a

disposition of the Collateral and compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

(d) Notice of Sale. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Collateral Agent will give the Grantor reasonable notice of the time and place of any public sale thereof or of the time and place on or after which any private sale thereof is to be made. The requirement of reasonable notice conclusively shall be met if such notice is mailed, certified mail, postage prepaid, to the Grantor at its address set forth in the Intercreditor Agreement, or delivered or otherwise sent to the Grantor, at least ten days before the date of the sale. The Grantor expressly waives, to the fullest extent permitted by applicable law, any right to receive notice of any public or private sale of any Collateral or other security for the Secured Obligations except as expressly provided for in this paragraph. The Collateral Agent shall not be obligated to make any sale of the Collateral if it shall determine not to do so regardless of the fact that notice of sale of the Collateral may have been given. The Collateral Agent may, without notice or publication, except as required by applicable law, adjourn the sale from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice (except as required by applicable law), be made at the time and place to which the same was so adjourned.

(e) Private Sales. With respect to any Collateral consisting of securities, partnership interests, membership interests, joint venture interests or the like, and whether or not any of such Collateral has been effectively registered under the Securities Act of 1933, as amended, or other applicable laws, the Collateral Agent may, in its sole and absolute discretion, sell all or any part of such Collateral at private sale in such manner and under such circumstances as the Collateral Agent may deem necessary or advisable in order that the sale may be lawfully conducted in a commercially reasonable manner. Without limiting the foregoing, the Collateral Agent may (i) approach and negotiate with a limited number of potential purchasers, and (ii) restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing such Collateral for their own account for investment and not with a view to the distribution or resale thereof. In the event that any such Collateral is sold at private sale, the Grantor agrees to the extent permitted by applicable law that if such Collateral is sold for a price which is commercially reasonable, then (A) the Grantor shall not be entitled to a credit against the Secured Obligations in an amount in excess of the purchase price, and (B) neither the Collateral Agent nor any other Secured Party shall incur any liability or responsibility to the Grantor in connection therewith, notwithstanding the possibility that a substantially higher price might have been realized at a public sale. The Grantor recognizes that a ready market may not exist for such Collateral if it is not regularly traded on a recognized securities exchange, and that a sale by the Collateral Agent of any such Collateral for an amount less than a pro rata share of the fair market value of the issuer's assets minus liabilities may be commercially reasonable in view of the difficulties that may be encountered in attempting to sell a large amount of such Collateral or Collateral that is privately traded.

(f) Title of Purchasers. Upon consummation of any sale of Collateral hereunder, the Collateral Agent on behalf of the Secured Party shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the Collateral so sold absolutely free from any claim or right upon the part of the Grantor or any other Person claiming through the Grantor, and the Grantor hereby waives (to the

extent permitted by applicable law) all rights of redemption, stay and appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. If the sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral Agent shall not be required to apply any portion of the sale price to the Secured Obligations until such amount actually is received by the Collateral Agent, and any Collateral so sold may be retained by the Collateral Agent until the sale price is paid in full by the purchaser or purchasers thereof. Neither the Collateral Agent nor any other Secured Party shall incur any liability in case any such purchaser or purchasers shall fail to pay for the Collateral so sold, and, in case of any such failure, the Collateral may be sold again.

(g) Disposition of Proceeds of Sale. The proceeds resulting from the collection, liquidation, sale or other disposition of the Collateral shall be applied in accordance with the Intercreditor Agreement.

(h) Certain Waivers. To the extent permitted by applicable law, the Grantor waives all claims, damages and demands against the Collateral Agent and each other Secured Party arising out of the repossession, retention or sale of the Collateral, or any part or parts thereof, except to the extent any such claims, damages and awards arise out of the gross negligence or willful misconduct of the Collateral Agent or any other Secured Party.

(i) Remedies Cumulative. The rights and remedies provided under this Agreement are cumulative and may be exercised singly or concurrently, and are not exclusive of any other rights and remedies provided by law or equity.

(j) Deficiency. If the proceeds of sale, collection or other realization of or upon the Collateral pursuant to this Section 16 are insufficient to cover the costs and expenses of such realization and the payment in full of the Secured Obligations, the Grantor shall remain liable for any deficiency.

17. Collateral Agent Appointed Attorney-in-Fact. The Grantor hereby irrevocably appoints the Collateral Agent as the Grantor's attorney-in-fact, effective upon the occurrence and during the continuance of an Event of Default, with full authority in the place and stead of the Grantor, and in the name of the Grantor, or otherwise, from time to time, in the Collateral Agent's sole and absolute discretion to do any of the following acts or things: (a) to do all acts and things and to execute all documents necessary or advisable to perfect and continue perfected the security interests created by this Agreement and to preserve, maintain and protect the Collateral; (b) to do any and every act which the Grantor is obligated to do under this Agreement; (c) to prepare, sign, file and record, in the Grantor's name, any financing statement covering the Collateral; (d) to endorse and transfer the Collateral upon foreclosure by the Collateral Agent; (e) to grant or issue an exclusive or nonexclusive license under the Copyrights, the Patents or the Marks to anyone upon foreclosure by the Collateral Agent; (f) to assign, pledge, convey or otherwise transfer title in or dispose of the Copyrights, the Patents or the Marks to anyone upon foreclosure by the Collateral Agent; and (g) to file any claims or take any action or institute any proceedings which the Collateral Agent may reasonably deem necessary or desirable for the protection or enforcement of any of the rights of the Collateral Agent or any other Secured Party with respect to any of the Copyrights, the Patents and the Marks; provided, however, that the Collateral Agent shall be under no obligation whatsoever to take any of the

foregoing actions, and neither the Collateral Agent nor any other Secured Party shall have any liability or responsibility for any act or omission (other than the Collateral Agent's or any other Secured Party's own gross negligence or willful misconduct) taken with respect thereto.

18. Costs and Expenses. The Grantor agrees to pay to the Collateral Agent all costs and out-of-pocket expenses (including reasonable attorneys' fees and disbursements) incurred by the Collateral Agent in the enforcement or attempted enforcement of this Agreement, whether or not an action is filed in connection therewith, and in connection with any waiver or amendment of any term or provision hereof. All advances, charges, costs and expenses, including reasonable attorneys' fees and disbursements, incurred or paid by the Collateral Agent in exercising any right, privilege, power or remedy conferred by this Agreement (including the right to perform any obligation of the Grantor), or in the enforcement or attempted enforcement thereof, shall be secured hereby and shall become a part of the Secured Obligations and shall be due and payable to the Collateral Agent by the Grantor on demand therefor.

19. Transfers and Other Liens. The Grantor agrees that, except as specifically permitted under the Credit Agreement or the Note Purchase Agreement, it will not (i) sell, assign, exchange, lease, license, transfer or otherwise dispose of, or contract to sell, assign, exchange, transfer or otherwise dispose of, or grant any option with respect to, any of the Collateral, or (ii) create or permit to exist any Lien upon or with respect to any of the Collateral, and the Grantor acknowledges that the Secured Party does not authorize any of the foregoing.

20. Understandings With Respect to Waivers and Consents. The Grantor represents, warrants and agrees that each of the waivers and consents set forth herein are made with full knowledge of their significance and consequences, with the understanding that events giving rise to any defense or right waived may diminish, destroy or otherwise adversely affect rights which the Grantor otherwise may have against any Secured Party or others, or against any Collateral. If any of the waivers or consents herein are determined to be unenforceable under applicable law, such waivers and consents shall be effective to the maximum extent permitted by law.

21. Indemnity. The Grantor hereby indemnifies the Collateral Agent and each other Secured Party from and against any and all claims, losses and liabilities resulting from this Agreement (including enforcement of this Agreement), except to the extent such claims, losses or liabilities result from the Collateral Agent's or any other Secured Party's gross negligence or willful misconduct.

22. Amendments, Etc. No amendment or waiver of any provision of this Agreement nor consent to any departure by the Grantor herefrom (other than supplements to the Schedules hereto in accordance with the terms of this Agreement) shall in any event be effective unless the same shall be in writing and made in accordance with Section 8.6 of the Intercreditor Agreement, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. References to Schedules in this Agreement shall include all supplements to such Schedules delivered by the Grantor to the Collateral Agent in accordance with the terms of this Agreement.

23. Notices. All notices and other communications provided for hereunder shall be given in the manner, and to the respective addresses, set forth in Section 8.3 of the Intercreditor Agreement.

24. Continuing Security Interest; Successors and Assigns. This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until payment in full in cash of the Secured Obligations and the termination or expiration of each Commitment and any applicable bankruptcy preference period, (ii) be binding upon the Grantor, its successors and assigns and (iii) inure, together with the rights and remedies of the Collateral Agent hereunder, to the benefit of the Collateral Agent, and any successor Collateral Agent, for the benefit of the Secured Party and their respective successors and assigns, subject to the terms of the Credit Agreement and the Note Purchase Agreement. Subject to Section 9.6 of the Credit Agreement and Section 11G. of the Note Purchase Agreement, any Bank Lender or Noteholder may assign or otherwise transfer any Loans, any Commitments, Notes or any rights in Collateral held by it to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Bank Lender or Noteholder herein or otherwise. Nothing set forth herein or in any other Creditor Document is intended or shall be construed to give to any other party any right, remedy or claim under, to or in respect of this Agreement or any other Creditor Document or any Collateral. The Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession thereof or therefor, provided that, none of the rights or obligations of the Grantor hereunder may be assigned or otherwise transferred.

25. Release of Grantor. (a) This Agreement and all obligations of the Grantor hereunder and all security interests granted hereby shall be released and terminated when all Secured Obligations have been paid in full in cash and when each Commitment and any applicable bankruptcy preference period have expired. Upon such release and termination, all rights in and to the Collateral shall automatically revert to the Grantor, and the Collateral Agent, the Bank Lenders and the Noteholders shall return any Pledged Collateral in their possession to the Grantor, or to the Person or Persons legally entitled thereto, and shall endorse, execute, deliver, record and file all instruments and documents, and do all other acts and things, reasonably required for the return of the Collateral to the Grantor, or to the Person or Persons legally entitled thereto, and to evidence or document the release of the interests of the Collateral Agent arising under this Agreement, all as reasonably requested by, and at the sole expense of, the Grantor.

(b) The Collateral Agent agrees that it shall release all or a portion of the Collateral as required by the Intercreditor Agreement.

26. **GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA (WITHOUT REFERENCE TO ITS CHOICE OF LAW RULES).**

27. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an

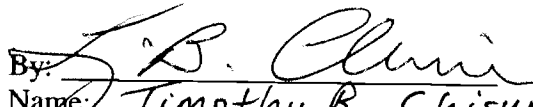
original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be effective as delivery of a manually executed counterpart of this Agreement.

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IN WITNESS WHEREOF, the Grantor has executed this Agreement by its duly authorized representative as of the date first written above.

GRANTOR

WEB SERVICE COMPANY, LLC

By: 
Name: Timothy B. Chisum
Title: Chief Financial Officer

Schedule A
Pledged Collateral

None.

Schedule B
Copyrights, Patents and Trademarks

1. Trademarks

U.S. Trademark	Registration No.	Filing/Issue Date
A NEW SPIN ON CHOICE	3,255,809	06/26/07
VANTAGE PLUS	3,242,145	05/15/07
VANTAGE PREMIER	3,242,144	05/15/07
WEBVANTAGE	3,242,141	05/15/07
WEBVANTAGE	3,242,140	05/15/07
PARTNERS OF DISTINCTION	2,748,870	08/05/03
DESIGN ONLY	2,605,945	08/06/02
WEB	2,605,944	08/06/02
DESIGN ONLY	2,725,737	06/10/03
INNOVATIVE LAUNDRY SYSTEMS	2,652,894	11/19/02
WEB SERVICE COMPANY, INC.	2,800,675	12/30/2003
WEBRENTS	2,332,174	03/21/00
IMAGINE LIFE WITHOUT CHANGE	2,085,029	07/29/97
WEB ACCESSCARD	2,118,400	12/02/97
WEB	1,645,076	05/21/91
WEB	1,645,075	05/21/91

2. Trademark Licenses

License Agreement dated as of August 1, 2003 between the Grantor (by assignment from Web Service Company, Inc.) and Azuma Leasing CT, L.P.

Trademark License Agreement dated as of January 10, 2005 between the Grantor (by assignment from Web Service Company, Inc.) and Mac-Gray Services, Inc.

Trademark License Agreement dated as of September 11, 2007 between the Grantor and Web Service Company, Inc.

3. Patents

None.

4. Copyrights

None.

Schedule C
Locations of Equipment and Inventory

<u>Location</u>	<u>Qualified to do business in such location?</u>
1. 3690 Redondo Beach Avenue Redondo Beach, CA	Yes
2. 9645 Aero Drive San Diego, CA	Yes
3. 1983 Alpine Way Hayward, CA	Yes
4. 8130-8140 37 th Avenue Sacramento, CA	Yes
5. 1104 S. Parallel Avenue Fresno, CA	Yes
6. 333 W. St. Louis Las Vegas, NV	Yes
7. 1675 Pittman Avenue Sparks, NV	Yes
8. 1968 Rustin Avenue Riverside, CA	Yes
9. 2186 Eastman Avenue, #111 Ventura, CA 93003	Yes
10. 96-1337 Waihona Street Pearl City, HI 96782	Yes

Schedule D
Locations of Books and Records

1. Chief Executive Office

3690 Redondo Beach Avenue
Redondo Beach, CA 90278

2. Locations of Account Records and Chattel Paper

3690 Redondo Beach Avenue
Redondo Beach, CA 90278

Schedule E
Deposit Accounts, Certain Investment Property and Letters of Credit

1. Deposit Accounts

Name and Address of
Institution Holding Account

Account Nos.

2. Securities Accounts and Other Investment Property

None.

3. Letters of Credit Issued for the Benefit of the Grantor

None.

Schedule F
UCC Filing Office and State Organizational Numbers

1. State Organizational Identification Numbers

California (Filing Office)	200719510070
Arizona	R-1389876-2
Nevada	E0604752007-0
Utah	6732582-0161
Hawaii	55426 C6

2. Legal and Operating Names

WEB SERVICE COMPANY, LLC

Web Service Company, LLC, a California LLC