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
UI Holding Co.		11/06/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc.
Street Address:	One Pierrepont Plaza, Floor 7
Internal Address:	Attn: MSAgency
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11201
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	3042564	LIGHTNING
Registration Number:	2945074	ADVANTIS
Registration Number:	2870437	GSM GENESIS PLATFORM
Registration Number:	2792963	MAGELLAN
Registration Number:	2792962	PRECISIONPRO
Registration Number:	2768682	APPLIED CONVEYOR ENGINEERING
Registration Number:	2653071	APPLIED CONVEYOR ENGINEERING
Registration Number:	2629190	D
Registration Number:	2611033	UPTIME 100
Registration Number:	2598304	MEGAVIEW
Registration Number:	2579736	POLARIS
Registration Number:	2435656	UNIVERSALIGHT
Registration Number:	2288219	FLEXJET

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Registration Number:	1414833	U-TEACH
Registration Number:	1396598	CIMLINK
Registration Number:	1207976	UNIVERSAL
Registration Number:	1207975	U
Registration Number:	1207898	UNIVERSAL
Registration Number:	1080796	UNIVERSAL
Registration Number:	868642	UNIVERSAL
Registration Number:	2519819	HOVER-DAVIS
Registration Number:	2512402	HOVER DAVIS
Serial Number:	76071407	DIMENSIONS

CORRESPONDENCE DATA

Fax Number: (212)610-6399

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

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Email: todd.matras@allenovery.com

Correspondent Name: Todd Matras

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Address Line 2: Allen & Overy LLP

Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	69487-00126
NAME OF SUBMITTER:	Laurie Emmer
Signature:	/Laurie Emmer/
Date:	12/07/2007

Total Attachments: 104

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PLEDGE AND SECURITY AGREEMENT (FIRST LIEN)

This PLEDGE AND SECURITY AGREEMENT, dated as of November 6, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, this "Security Agreement"), is made by VS ACQUISITION HOLDING CO., a Delaware corporation ("VS Parent Guarantor"), UI ACQUISITION HOLDING CO. ("UI Parent Guarantor", together with VS Parent Guarantor, the "Parent Guarantors"), VS HOLDING CO., a Delaware corporation ("VS Company"), UI HOLDING CO., a Delaware corporation ("UI Company", together with VS Company, the "Borrowers"), and each Subsidiary Guarantor (terms used in the preamble and the recitals have the definitions set forth in or incorporated by reference in Article I) from time to time a party to this Security Agreement (each individually a "Grantor" and collectively, the "Grantors"), in favor of MORGAN STANLEY SENIOR FUNDING, INC., as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to a First Lien Credit Agreement, dated as of November 6, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Parent Guarantors, the financial institutions from time to time party thereto as lenders ("Lenders")and the Administrative Agent, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrowers; and

WHEREAS, as a condition precedent to the making of the Credit Extensions under the Credit Agreement, each Grantor is required to execute and deliver this Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees, for the benefit of each Secured Party, as follows:

ARTICLE I
DEFINITIONS

SECTION 1.1. Certain Terms. The following terms (whether or not underscored) when used in this Security Agreement, including its preamble and recitals, shall have the following meanings (such definitions to be equally applicable to the singular and plural forms thereof):

"Administrative Agent" is defined in the preamble.

"Bailee Letter" means an agreement, in form and substance reasonably satisfactory to the Administrative Agent, by and between any Grantor, the Administrative Agent and any warehouseman, bailee agent or other Person (other than a Person controlled by or under common control with the Credit Parties) holding any Collateral providing that such warehouseman, bailee agent or other Person holds such Collateral for the Secured Parties' benefit.

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"Borrowers" is defined in the preamble.

"Collateral" is defined in Section 2.1.

"Collateral Accounts" is defined in clause (b) of Section 4.3.

"Computer Hardware and Software Collateral" means all of the Grantors' right, title and interest throughout the world in and to:

(a) all computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware, including all operating system software, utilities and application programs in whatsoever form;

(b) all software programs (including both source code, object code and all related applications and data files), designed for use on the computers and electronic data processing hardware described in clause (a) above;

(c) all firmware associated therewith;

(d) all documentation (including flow charts, logic diagrams, manuals, guides, specifications, training materials, charts and pseudo codes) with respect to such hardware, software and firmware described in the preceding clauses (a) through (c); and

(e) all rights with respect to all of the foregoing, including copyrights, licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications and any substitutions, replacements, improvements, error corrections, updates, additions or model conversions of any of the foregoing.

"Control Agreement" means an authenticated record in form and substance reasonably satisfactory to the Administrative Agent, that provides for the Administrative Agent to have "control" (as defined in the UCC) over certain Collateral.

"Copyright Collateral" means all of the Grantors' right, title and interest throughout the world in and to:

(a) all copyrights, registered or unregistered and whether published or unpublished, now or hereafter in force throughout the world including copyrights registered or applied for in the United States Copyright Office or in any copyright office anywhere in the world, and registrations and recordings thereof and all applications for registration thereof, and all extensions and renewals of the foregoing ("Copyrights"), including the Copyrights which are the subject of a registration or application referred to in Item A of Schedule V;

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(b) all express or implied licenses and other agreements for the grant by or to such Grantor of any rights under or interest in any Copyrights (each a "Copyright License"), including each Copyright License referred to in Item B of Schedule V;

(c) the right to sue for past, present and future infringements of any of the Copyrights owned by such Grantor, and for breach or enforcement of any Copyright License; and

(d) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

"Credit Agreement" is defined in the first recital.

"Distributions" means all dividends paid on Capital Securities, liquidating dividends paid on Capital Securities, shares (or other designations) of Capital Securities resulting from (or in connection with the exercise of) stock splits, reclassifications, warrants, options, non-cash dividends, mergers, consolidations, and all other distributions (whether similar or dissimilar to the foregoing) on or with respect to any Capital Securities constituting Collateral.

"Filing Statements" is defined in clause (b) of Section 3.7.

"General Intangibles" means all "general intangibles" and all "payment intangibles", each as defined in the UCC, and shall include all interest rate or currency protection or hedging arrangements, all tax refunds, all licenses, permits, concessions and authorizations and all Intellectual Property Collateral (in each case, regardless of whether characterized as general intangibles under the UCC).

"Grantor" and "Grantors" are defined in the preamble.

"Intellectual Property" means Trademarks, Patents, Copyrights, Trade Secrets and all other similar types of intellectual property under any law, statutory provision or common law doctrine in the United States or anywhere in the world.

"Intellectual Property Collateral" means, collectively, the Computer Hardware and Software Collateral, the Copyright Collateral, the Patent Collateral, the Trademark Collateral and the Trade Secrets Collateral.

"Lenders" is defined in the first recital.

"Owned Intellectual Property Collateral" means all Intellectual Property Collateral that is necessary for or used in the business of the Grantors that is (a) not licensed to the Grantors pursuant to a Trademark License, Patent License or Copyright License set forth in Schedules III, IV or V; and (b) not in the public domain.

"Parent Guarantors" is defined in the preamble.

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"Patent Collateral" means all of the Grantors' right, title and interest throughout the world in and to:

(a) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing, including all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, including all patents issued by, or patent applications filed with, the United States Patent and Trademark Office or any patent office anywhere in the world ("Patents"), including each Patent and Patent application referred to in Item A of Schedule III;

(b) all Patent licenses and other agreements for the grant by or to such Grantor of any rights under or interest in any Patent (each a "Patent License"), including each Patent License referred to in Item B of Schedule III;

(c) the right to sue third parties for past, present and future infringements of any Patent or Patent application, and for breach or enforcement of any Patent License; and

(d) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

"Securities Act" is defined in clause (a) of Section 6.2.

"Security Agreement" is defined in the preamble.

"Trademark Collateral" means all of the Grantors' right, title and interest throughout the world in and to:

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, throughout the world, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any trademark office anywhere in the world, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as "Trademarks"), including those Trademarks referred to in Item A of Schedule IV;

(b) all licenses and other agreements for the grant by or to such Grantor of any rights under or interest in any Trademark (each a "Trademark License"), including each Trademark License referred to in Item B of Schedule IV; and

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(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a) and, to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) and, to the extent applicable, clause (b) or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

"Trade Secrets Collateral" means all of the Grantors' right, title and interest throughout the world in and to (a) all common law and statutory trade secrets and all other confidential, proprietary or useful information and all know-how (collectively referred to as "Trade Secrets") obtained by or used in or contemplated at any time for use in the business of a Grantor, whether or not such Trade Secret has been reduced to a writing or other tangible form, including all Documents and things embodying, incorporating or referring in any way to such Trade Secret, (b) all licenses and other agreements for the grant by or to such Grantor of any rights under or interest in any Trade Secret (each a "Trade Secret License") including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any Trade Secret and for the breach or enforcement of any such Trade Secret License, and (c) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

"UI Company" is defined in the preamble.

"UI Parent Guarantor" is defined in the preamble.

"VS Company" is defined in the preamble.

"VS Parent Guarantor" is defined in the preamble.

SECTION 1.2. Credit Agreement Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Security Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

SECTION 1.3. UCC Definitions. When used herein the terms "Account", "Certificate of Title", "Certificated Securities", "Chattel Paper", "Commercial Tort Claim", "Commodity Account", "Commodity Contract", "Deposit Account", "Document", "Electronic Chattel Paper", "Equipment", "Goods", "Instrument", "Inventory", "Investment Property", "Letter-of-Credit Rights", "Payment Intangibles", "Proceeds", "Promissory Notes", "Securities Account", "Security Entitlement", "Supporting Obligations" and "Uncertificated Securities" have the meaning provided in Article 8 or Article 9, as applicable, of the UCC. "Letters of Credit" has the meaning provided in Section 5-102 of the UCC.

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ARTICLE II
SECURITY INTEREST

SECTION 2.1. Grant of Security Interest. Each Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of such Grantor's right, title and interest in and to the following property, whether now or hereafter existing, owned or acquired by such Grantor, and wherever located, (collectively, the "Collateral"):

(a) Accounts;

(b) Chattel Paper;

(c) Commercial Tort Claims listed on Item I of Schedule II (as such schedule may be amended or supplemented from time to time);

(d) Deposit Accounts;

(e) Documents;

(f) General Intangibles;

(g) Goods;

(h) Instruments;

(i) Investment Property;

(j) Letter-of-Credit Rights and Letters of Credit;

(k) Supporting Obligations;

(l) all books, records, writings, databases, information and other property relating to, used or useful in connection with, evidencing, embodying, incorporating or referring to, any of the foregoing in this Section;

(m) all Proceeds of the foregoing and, to the extent not otherwise included, (A) all payments under insurance (whether or not the Administrative Agent is the loss payee thereof) and (B) all tort claims; and

(n) all other property and rights of every kind and description and interests therein.

Notwithstanding the foregoing, the term "Collateral" shall not include:

(i) such Grantor's real property interests (including fee real estate, leasehold interests and fixtures);

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(ii) any General Intangibles or other rights arising under any contracts, instruments, licenses or other documents as to which the grant of a security interest would (A) constitute a violation of a valid and enforceable restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained, or (B) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder;

(iii) Investment Property consisting of Capital Securities of a Foreign Subsidiary of such Grantor, (A) as of the Closing Date, other than those set forth on Schedule I attached hereto, and (B) with respect to any Capital Securities of any Foreign Subsidiary obtained by the Credit Parties or any Subsidiary Guarantor after the Closing Date, in excess of 65% of the total combined voting power of all Capital Securities of each such Foreign Subsidiary (collectively with all other Capital Securities of any Subsidiary constituting Collateral under any Loan Document);

(iv) any asset, the granting of a security interest in which would be void or illegal under any applicable governmental law, rule or regulation, or pursuant thereto would result in, or permit the termination of, such asset; or

(v) any asset subject to a Permitted Lien (other than Liens in favor of the Administrative Agent) to the extent that the grant of other Liens on such asset (A) would result in a breach or violation of, or constitute a default under, the agreement or instrument governing such Permitted Lien, (B) would result in the loss of use of such asset or (C) would permit the holder of such Permitted Lien to terminate the Grantor's use of such asset.

SECTION 2.2. Security for Obligations. This Security Agreement and the Collateral in which the Administrative Agent for the benefit of the Secured Parties is granted a security interest hereunder by the Grantors secure the payment and performance of all of the Obligations.

SECTION 2.3. Grantors Remain Liable. Anything herein to the contrary notwithstanding:

(a) the Grantors will remain liable under the contracts and agreements included in the Collateral to the extent set forth therein, and will perform all of their duties and obligations under such contracts and agreements to the same extent as if this Security Agreement had not been executed;

(b) the exercise by the Administrative Agent of any of its rights hereunder will not release any Grantor from any of its duties or obligations under any such contracts or agreements included in the Collateral; and

(c) no Secured Party will have any obligation or liability under any contracts or agreements included in the Collateral by reason of this Security Agreement, nor will any Secured Party be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

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SECTION 2.4. Distributions on Pledged Shares. In the event that any Distribution with respect to any Capital Securities pledged hereunder is permitted to be paid (in accordance with Section 7.2.6 of the Credit Agreement), such Distribution or payment may be paid directly to the applicable Grantor. If any Distribution is made in contravention of Section 7.2.6 of the Credit Agreement, such Grantor shall hold the same segregated and in trust for the Administrative Agent until paid to the Administrative Agent in accordance with Section 4.1.5.

SECTION 2.5. Security Interest Absolute, etc. This Security Agreement shall in all respects be a continuing, absolute, unconditional and irrevocable grant of security interest, and shall remain in full force and effect until the Termination Date. All rights of the Secured Parties and the security interests granted to the Administrative Agent (for its benefit and the ratable benefit of each other Secured Party) hereunder, and all obligations of the Grantors hereunder, shall, in each case, be absolute, unconditional and irrevocable irrespective of:

(a) any lack of validity, legality or enforceability of any Loan Document;

(b) the failure of any Secured Party (i) to assert any claim or demand or to enforce any right or remedy against any Obligor or any other Person (including any other Grantor) under the provisions of any Loan Document or otherwise, or (ii) to exercise any right or remedy against any other guarantor (including any other Grantor) of, or Collateral securing, any Obligations;

(c) any change in the time, manner or place of payment of, or in any other term of, all or any part of the Obligations, or any other extension, compromise or renewal of any Obligations;

(d) any reduction, limitation, impairment or termination of any Obligations for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to (and each Grantor hereby waives any right to or claim of) any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality, nongenuineness, irregularity, compromise, unenforceability of, or any other event or occurrence affecting, any Obligations or otherwise;

(e) any amendment to, rescission, waiver, or other modification of, or any consent to or departure from, any of the terms of any Loan Document;

(f) any addition, exchange or release of any Collateral or of any Person that is (or will become) a Grantor (including the Grantors hereunder) of the Obligations, or any surrender or non-perfection of any Collateral, or any amendment to or waiver or release or addition to, or consent to or departure from, any other guaranty held by any Secured Party securing any of the Obligations; or

(g) any other circumstance which might otherwise constitute a defense available to, or a legal or equitable discharge of, any Obligor, any surety or any guarantor.

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SECTION 2.6. Postponement of Subrogation. Each Grantor agrees that, prior to the Termination Date, it will not exercise any rights against another Grantor which it may acquire by way of rights of subrogation under any Loan Document to which it is a party. Prior to the Termination Date, no Grantor shall seek or be entitled to seek any contribution or reimbursement from any Obligor, in respect of any payment made under any Loan Document or otherwise. Any amount paid to any Grantor on account of any such subrogation rights prior to the Termination Date shall be held in trust for the benefit of the Secured Parties and shall immediately be paid and turned over to the Administrative Agent for the benefit of the Secured Parties in the exact form received by such Grantor (duly endorsed in favor of the Administrative Agent, if required), to be credited and applied against the Obligations, whether matured or unmatured, in accordance with Section 6.1; provided that if such Grantor has made payment to the Secured Parties of all or any part of the Obligations and the Termination Date has occurred, then at such Grantor's request, the Administrative Agent (on behalf of the Secured Parties) will, at the expense of such Grantor, execute and deliver to such Grantor appropriate documents (without recourse and without representation or warranty) necessary to evidence the transfer by subrogation to such Grantor of an interest in the Obligations resulting from such payment. In furtherance of the foregoing, at all times prior to the Termination Date, such Grantor shall refrain from taking any action or commencing any proceeding against any other Obligor (or its successors or assigns, whether in connection with a bankruptcy proceeding or otherwise) to recover any amounts in respect of payments made under this Security Agreement to any Secured Party.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

In order to induce the Secured Parties to enter into the Credit Agreement and make Credit Extensions thereunder, and to induce the Secured Parties to enter into Rate Protection Agreements, the Grantors represent and warrant to each Secured Party as set forth below.

SECTION 3.1. As to Capital Securities of the Subsidiaries, Investment Property.

(a) As of the Closing Date, with respect to any direct Subsidiary of any Grantor that is

(i) a corporation, business trust, joint stock company or similar Person, all Capital Securities issued by such Subsidiary are duly authorized and validly issued, fully paid and non-assessable, and represented by a certificate or certificates; and

(ii) a partnership or limited liability company, no Capital Securities issued by such Subsidiary constituting Collateral (A) are dealt in or traded on securities exchanges or in securities markets, (B) expressly provides that such Capital Securities are securities governed by Article 8 of the UCC or (C) are held in a Securities Account, except, with respect to this clause (a)(ii), Capital Securities (x) for which the Administrative Agent is the registered owner or (y) with respect to which the issuer has agreed in an authenticated record with

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such Grantor and the Administrative Agent to comply with any instructions of the Administrative Agent without the consent of such Grantor.

(b) Each Grantor has delivered all Certificated Securities constituting Collateral held by such Grantor on the Closing Date to the Administrative Agent, together with duly executed undated blank stock powers, or other equivalent instruments of transfer acceptable to the Administrative Agent.

(c) As of the Closing Date and subject to Section 7.1.11 of the Credit Agreement, with respect to Uncertificated Securities constituting Collateral owned by any Grantor, such Grantor has caused the issuer thereof either to (i) register the Administrative Agent as the registered owner of such security or (ii) agree in an authenticated record with such Grantor and the Administrative Agent that such issuer will comply with reasonable instructions with respect to such security originated by the Administrative Agent without further consent of such Grantor.

(d) The percentage of the issued and outstanding Capital Securities of each Subsidiary pledged by each Grantor hereunder as of the Closing Date is as set forth on Schedule I.

SECTION 3.2. Grantor Name, Location, etc.

(a) The jurisdiction in which each Grantor is located as of the Closing Date for purposes of Sections 9-301 and 9-307 of the UCC is set forth in Item A of Schedule II.

(b) During the four months preceding the date hereof, no Grantor has been known by any legal name different from the one set forth on the signature page hereto, nor has such Grantor been the subject of any merger or other corporate reorganization, except as set forth in Item B of Schedule II hereto.

(c) Each Grantor's organizational identification number as of the Closing Date is set forth in Item C of Schedule II hereto.

(d) As of the Closing Date, no Grantor is a party to any federal, state or local government contract except as set forth in Item D of Schedule II hereto.

(e) As of the Closing Date, no Grantor maintains any Deposit Accounts, Securities Accounts or Commodity Accounts with any Person, in each case, except as set forth on Item E of Schedule II.

(f) As of the Closing Date, no Grantor is the beneficiary of any Letters of Credit with a face amount in excess of $1,000,000, except as set forth on Item F of Schedule II.

(g) As of the Closing Date, no Grantor has Commercial Tort Claims (x) in which a suit has been filed by such Grantor and (y) where the amount of damages

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reasonably expected to be claimed exceeds $1,000,000, except as set forth on Item G of Schedule II.

(h) As of the Closing Date, the name set forth on the signature page attached hereto is the true and correct legal name (as defined in the UCC) of each Grantor.

(i) As of the Closing Date, each Grantor has obtained a legal, valid and enforceable consent of each issuer of any Letter of Credit to the assignment of the Proceeds of such Letter of Credit with a face amount in excess of $1,000,000 to the Administrative Agent and no Grantor has consented to, and is otherwise aware of, any Person (other than the Administrative Agent pursuant hereto) having control (within the meaning of Section 9-104 of the UCC) over, or any other interest in any of such Grantor's rights in respect thereof.

SECTION 3.3. Ownership, No Liens, etc. Each Grantor owns its Collateral free and clear of any Lien, except for any security interest (a) created by this Security Agreement and (b) in the case of Collateral other than the Capital Securities of each Subsidiary pledged hereunder, that is a Permitted Lien. No effective UCC financing statement or other filing similar in effect covering all or any part of the Collateral is on file in any recording office, except those filed in favor of the Administrative Agent relating to this Security Agreement, Permitted Liens or as to which a duly authorized termination statement relating to such UCC financing statement or other instrument has been delivered to the Administrative Agent on the Closing Date.

SECTION 3.4. Possession of Inventory, Control; etc.

(a) As of the Closing Date, each Grantor has, and agrees that it will maintain, exclusive possession of its Documents, Instruments, Promissory Notes, Goods, Equipment and Inventory, other than (i) Equipment and Inventory in transit in the ordinary course of business, (ii) Equipment and Inventory that is in the possession or control of a warehouseman, bailee agent or other Person (other than a Person controlled by or under common control with the Credit Parties), provided, that the value of such Equipment and Inventory in the possession or control of any such warehouseman, bailee agent or other Person at any one location in the United States at any time shall not exceed $1,000,000 unless such Grantor has executed and delivered to the Secured Party a Bailee Letter within thirty days after such value is exceeded, or such later date agreed to by the Administrative Agent, and (iii) Instruments or Promissory Notes that have been delivered to the Administrative Agent pursuant to Section 3.5. In the case of Equipment or Inventory described in clause (ii) above, no lessor or warehouseman of any premises or warehouse upon or in which such Equipment or Inventory is located has, as of the Closing Date, (i) issued any warehouse receipt or other receipt in the nature of a warehouse receipt in respect of any such Equipment or Inventory with a value in excess of $1,000,000, (ii) issued any Document for any such Equipment or Inventory, with a value in excess of $1,000,000 (iii) received notification of any Secured Party's interest (other than the security interest granted hereunder) in any such Equipment or Inventory or (iv) any Lien on any such Equipment or Inventory (other than Permitted Liens).

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(b) Each Grantor is the sole entitlement holder of its Accounts and no other Person (other than the Administrative Agent pursuant to this Security Agreement or any other Person with respect to Permitted Liens) has control or possession of, or any other interest in, any of its Accounts or any other securities or property credited thereto.

SECTION 3.5. Negotiable Documents, Instruments and Chattel Paper. As of the Closing Date, each Grantor has delivered to the Administrative Agent possession of all originals of all Documents, Instruments, Promissory Notes, and tangible Chattel Paper owned or held by such Grantor on the Closing Date to the extent that the value thereof or the value of any obligation evidenced thereby exceeds [$1,000,000] with respect to any such Document, Instrument, Promissory Note or tangible Chattel paper.

SECTION 3.6. Intellectual Property Collateral.

(a) In respect of the Intellectual Property Collateral as of the Closing Date:

(i) set forth in Item A of Schedule III hereto is a complete and accurate list of (A) all Patents owned by the Grantors which are issued by or applied for through the United States Patent and Trademark Office and (B) to the knowledge of Grantors, all Patents owned by the Grantors which are issued by or applied-for through any foreign patent office, and set forth in Item B of Schedule III hereto is a complete and accurate list of all Patent Licenses;

(ii) set forth in Item A of Schedule IV hereto is a complete and accurate list of (A) all Trademarks owned by the Grantors which are registered, or for which an application for registration has been made, with the United States Patent and Trademark Office and (B) to the knowledge of Grantors, all Trademarks owned by the Grantors which are registered, or for which an application for registration has been made, with any foreign trademark office, and set forth in Item B of Schedule IV hereto is a complete and accurate list all Trademark Licenses; and

(iii) set forth in Item A of Schedule V hereto is a complete and accurate list of (A) all Copyrights owned by the Grantors which are registered, or for which an application for registration has been made, with the United States Copyright Office and (B) to the knowledge of Grantors, all Copyrights owned by the Grantors which are registered, or for which an application for registration has been made, with any foreign copyright office, and set forth in Item B of Schedule V hereto is a complete and accurate list of all Copyright Licenses, including an indication of which of those Copyright Licenses, if any, are exclusive licenses granted to the Grantors in respect of any Copyright that is registered with the United States Copyright Office.

(b) Except as disclosed on Schedules III through V, in respect of each Grantor as of the Closing Date:

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(i) the Owned Intellectual Property Collateral is valid, subsisting, unexpired and enforceable and, to the knowledge of Grantor, has not been abandoned or adjudged invalid or unenforceable, in whole or in part;

(ii) such Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Owned Intellectual Property Collateral (except for the Permitted Liens and as further disclosed on Schedule VI hereto), and, to such Grantor's knowledge, no claim has been made in writing that such Grantor is, or may be, in conflict with, infringing, misappropriating, diluting, misusing or otherwise violating any of the rights of any third party or that challenges the ownership, use, protectability, registerability, validity, enforceability of any Owned Intellectual Property Collateral or, to such Grantor's knowledge, any other Intellectual Property Collateral and, to such Grantor's knowledge, there is no valid basis for any such claims;

(iii) such Grantor has made all necessary filings and recordations to protect its interest in any Owned Intellectual Property Collateral that is material to the operations or business of such Grantor, including recordations of all of its interests in the Patent Collateral, the Trademark Collateral and the Copyright Collateral in the United States Patent and Trademark Office, the United States Copyright Office and any patent, trademark or copyright office anywhere in the world, as appropriate, and has used proper statutory notice, as applicable, in connection with its use of any Patent, Trademark or Copyright;

(iv) such Grantor has taken reasonable steps to safeguard its Trade Secrets and to its knowledge (A) none of the Trade Secrets of such Grantor has been used, divulged, disclosed or appropriated for the benefit of any other Person other than such Grantor; (B) no employee, independent contractor or agent of such Grantor has misappropriated any Trade Secrets of any other Person in the course of the performance of his or her duties as an employee, independent contractor or agent of such Grantor; and (C) no employee, independent contractor or agent of such Grantor is in default or breach in any material respects of any term of any employment agreement, non-disclosure agreement, assignment of inventions agreement or similar agreement or contract relating in any way to the protection, ownership, development, use or transfer of such Grantor's Intellectual Property Collateral;

(v) except as further disclosed on Schedule VII hereto, no action by such Grantor is currently pending or threatened in writing which asserts that any third party is infringing, misappropriating, diluting, misusing or voiding any Owned Intellectual Property Collateral and, to such Grantor's knowledge, no third party is infringing upon, misappropriating, diluting, misusing or voiding any Intellectual Property owned or used by such Grantor in any material respect, or any of its respective licensees;

(vi) no settlement or consents, covenants not to sue, nonassertion assurances, or releases have been entered into by such Grantor or to which such

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Grantor is bound that adversely affects its rights in and to any Intellectual Property Collateral;

(vii) except for the Permitted Liens, such Grantor has not made a previous assignment, sale, transfer or agreement constituting a present or future assignment, sale or transfer of any Intellectual Property Collateral for purposes of granting a security interest or as collateral that has not been terminated or released;

(viii) such Grantor has executed and delivered to the Administrative Agent, Intellectual Property Collateral security agreements substantially in the form set forth as Exhibits A, B and C hereto, as applicable, for all Copyrights, Patents and Trademarks owned by such Grantor, including all Copyrights, Patents and Trademarks on Schedules III, IV or V (as such schedules may be amended or supplemented from time to time);

(ix) such Grantor uses adequate standards of quality in the manufacture, distribution, and sale of all products sold and in the provision of all services rendered under or in connection with any Trademarks and has taken all commercially reasonable action necessary to ensure that all licensees of any Trademarks owned by such Grantor use such adequate standards of quality;

(x) the consummation of the transactions contemplated by the Credit Agreement and this Security Agreement will not result in the termination or material impairment of any of the Intellectual Property Collateral;

(xi) such Grantor has and enforces a policy requiring its employees, independent contractors and agents who have contributed to the creation or development of any Owned Intellectual Property Collateral to execute appropriate assignment agreements with such Grantor in accordance with applicable laws, pursuant to which each such employee, independent contractor and agent has assigned to such Grantor all of such individual's rights in and to such Owned Intellectual Property Collateral; and

(xii) such Grantor owns directly or is entitled to use by license or otherwise, all Intellectual Property that is material to the conduct of its business as currently contemplated, except for those of which the failure to own or license could not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.7. Validity, etc.

(a) This Security Agreement creates a valid security interest in the Collateral securing the payment of the Obligations.

(b) Each Grantor has filed or caused to be filed all UCC-1 financing statements in the filing office for each Grantor's jurisdiction of organization listed in Item A of Schedule II (collectively, the "Filing Statements") (or has authorized the

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Administrative Agent to file the Filing Statements suitable for timely and proper filing in such offices) and has taken all other:

(i) commercially reasonable actions necessary to obtain control of the Collateral as provided in Sections 9-104, 9-105, 9-106 and 9-107 of the UCC; and

(ii) commercially reasonable actions necessary to perfect the Administrative Agent's security interest with respect to any Collateral evidenced by a Certificate of Title.

(c) Upon the filing of the Filing Statements with the appropriate agencies therefor the security interests created under this Security Agreement shall constitute a perfected security interest in the Collateral described on such Filing Statements in favor of the Administrative Agent on behalf of the Secured Parties to the extent that a security interest therein may be perfected by filing a financing statement pursuant to the relevant UCC, prior to all other Liens, except for Permitted Liens (in which case such security interest shall be second in priority of right only to the Permitted Liens until the obligations secured by such Permitted Liens have been satisfied).

SECTION 3.8. Authorization, Approval, etc. As of the Closing Date and subject to Section 7.1.11 of the Credit Agreement, except as have been obtained or made and are in full force and effect, no authorization, approval or other action by, and no notice to or filing with, any Governmental Authority or any other third party is required either

(a) for the grant by the Grantors of the security interest granted hereby or for the execution, delivery and performance of this Security Agreement by the Grantors;

(b) for the perfection or maintenance of the security interests hereunder including the first priority (subject to Permitted Liens) nature of such security interest (except with respect to the Filing Statements or, with respect to Intellectual Property Collateral, the recordation of any agreements with the United States Patent and Trademark Office or the United States Copyright Office or, with respect to foreign Intellectual Property Collateral, the taking of appropriate action under applicable foreign law and, with respect to after-acquired Intellectual Property Collateral, any subsequent filings in United States intellectual property offices) or the exercise by the Administrative Agent of its rights and remedies hereunder; or

(c) for the exercise by the Administrative Agent of the voting or other rights provided for in this Security Agreement, or, except (i) with respect to any securities issued by a Subsidiary of the Grantors, as may be required in connection with a disposition of such securities by laws affecting the offering and sale of securities generally, the remedies in respect of the Collateral pursuant to this Security Agreement and (ii) any "change of control" or similar filings required by state licensing agencies.

Notwithstanding anything to the contrary in any Loan Document, nothing herein shall require any Credit Party or any Subsidiary Guarantor to take any action or make any filing or other registration in any foreign jurisdiction with respect to (A) any Intellectual Property Collateral, or

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(B) obtaining any Bailee Letter or other agreement with respect to assets located in any foreign jurisdiction.

SECTION 3.9. Best Interests. It is in the best interests of each Grantor (other than the Borrowers) to execute this Security Agreement inasmuch as such Grantor will, as a result of being a Subsidiary of a Borrower or a Parent Guarantor of the Borrowers, derive substantial direct and indirect benefits from the Credit Extensions made from time to time to the Borrowers by the Lenders and the Issuer pursuant to the Credit Agreement, and each Grantor agrees that the Secured Parties are relying on this representation in agreeing to make such Credit Extensions pursuant to the Credit Agreement to the Borrowers.

ARTICLE IV
COVENANTS

Each Grantor covenants and agrees that, until the Termination Date, such Grantor will perform, comply with and be bound by the obligations set forth below.

SECTION 4.1. As to Investment Property, etc.

SECTION 4.1.1. Capital Securities of Subsidiaries. No Grantor will allow any of its domestic Subsidiaries:

(a) that is a corporation, business trust, joint stock company or similar Person, to issue Uncertificated Securities;

(b) that is a partnership or limited liability company, to (i) issue Capital Securities that are to be dealt in or traded on securities exchanges or in securities markets, (ii) expressly provide in its Organic Documents that its Capital Securities are securities governed by Article 8 of the UCC, or (iii) place such Subsidiary's Capital Securities in a Securities Account; and

(c) to issue Capital Securities in addition to or in substitution for the Capital Securities pledged hereunder, except to such Grantor (and such Capital Securities are immediately pledged and delivered to the Administrative Agent pursuant to the terms of this Security Agreement).

SECTION 4.1.2. Investment Property (other than Certificated Securities).

(a) With respect to any Deposit Accounts, Securities Accounts, Commodity Accounts, Commodity Contracts or Security Entitlements constituting Investment Property owned or held by any Grantor, such Grantor will, upon the Administrative Agent's request after the occurrence and during the continuance of an Event of Default, cause the intermediary maintaining such Investment Property to execute a Control Agreement relating to such Investment Property pursuant to which such intermediary agrees to comply with the Administrative Agent's instructions with respect to such Investment Property without further consent by such Grantor.

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(b) With respect to any Uncertificated Securities (other than Uncertificated Securities credited to a Securities Account) constituting Investment Property owned or held by any Grantor subject to clause (iii) of Section 2.1, such Grantor will cause the issuer of such securities to either (i) register the Administrative Agent as the registered owner thereof on the books and records of the issuer or (ii) execute a Control Agreement relating to such Investment Property pursuant to which the issuer agrees to comply with the Administrative Agent's instructions with respect to such Uncertificated Securities without further consent by such Grantor.

SECTION 4.1.3. Certificated Securities (Stock Powers). Each Grantor agrees that all Certificated Securities, including the Capital Securities delivered by such Grantor pursuant to this Security Agreement, will be accompanied by duly executed undated blank stock powers, or other equivalent instruments of transfer reasonably acceptable to the Administrative Agent.

SECTION 4.1.4. Continuous Pledge. Except as otherwise provided in Section 2.4, each Grantor will (subject to the terms of the Credit Agreement) deliver to the Administrative Agent and at all times keep pledged to the Administrative Agent pursuant hereto, on a first-priority, perfected basis all Investment Property, all Dividends and Distributions with respect thereto, all Payment Intangibles to the extent they are evidenced by a Document, Instrument, Promissory Note or Chattel Paper, and all interest and principal with respect to such Payment Intangibles, and all Proceeds and rights from time to time received by or distributable to such Grantor in respect of any of the foregoing Collateral. Each Grantor agrees that it will, promptly following receipt thereof, deliver to the Administrative Agent possession of all originals of negotiable Documents, Instruments, Promissory Notes and Chattel Paper that it acquires following the Closing Date.

SECTION 4.1.5. Voting Rights; Dividends, etc. Each Grantor agrees:

(a) promptly upon receipt of notice of the occurrence and continuance of an Event of Default from the Administrative Agent and without any request therefor by the Administrative Agent, so long as such Event of Default shall continue, to deliver (properly endorsed where required hereby or requested by the Administrative Agent) to the Administrative Agent all Dividends and Distributions with respect to Investment Property, all interest, principal, other cash payments on Payment Intangibles, and all Proceeds of the Collateral, in each case thereafter received by such Grantor, all of which shall be held by the Administrative Agent as additional Collateral; and

(b) with respect to Collateral consisting of general partnership interests or limited liability company interests, to promptly modify its Organic Documents to admit the Administrative Agent as a general partner or member, as applicable, immediately upon the occurrence and continuance of an Event of Default and so long as the Administrative Agent has notified such Grantor of the Administrative Agent's intention to exercise its voting power under this clause,

(i) that the Administrative Agent may exercise (to the exclusion of such Grantor) the voting power and all other incidental rights of ownership with respect to any Investment Property constituting Collateral and such Grantor

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hereby grants the Administrative Agent an irrevocable proxy, exercisable under such circumstances, to vote such Investment Property; and

(ii) to promptly deliver to the Administrative Agent such additional proxies and other documents as may be necessary to allow the Administrative Agent to exercise such voting power.

All dividends, Distributions, interest, principal, cash payments, Payment Intangibles and Proceeds that may at any time and from time to time be held by such Grantor, but which such Grantor is then obligated to deliver to the Administrative Agent, shall, until delivery to the Administrative Agent, be held by such Grantor separate and apart from its other property in trust for the Administrative Agent. The Administrative Agent agrees that unless an Event of Default shall have occurred and be continuing and the Administrative Agent shall have given the notice referred to in clause (b), such Grantor will have the exclusive voting power with respect to any Investment Property constituting Collateral and the Administrative Agent will, upon the written request of such Grantor, promptly deliver such proxies and other documents, if any, as shall be reasonably requested by such Grantor which are necessary to allow such Grantor to exercise that voting power; provided that no vote shall be cast, or consent, waiver, or ratification given, or action taken by such Grantor that would impair any such Collateral, impair the position or interest of the Secured Parties in respect of the Collateral or be inconsistent with or violate any provision of any Loan Document.

SECTION 4.2. Change of Name, etc. No Grantor will change its name or place of incorporation or organization or federal taxpayer identification number except upon thirty (30) days'(or such shorter period reasonably agreed to by the Administrative Agent) prior written notice to the Administrative Agent.

SECTION 4.3. As to Accounts.

(a) Each Grantor shall have the right to collect all Accounts so long as no Event of Default shall have occurred and be continuing.

(b) Upon (i) the occurrence and continuance of an Event of Default and (ii) the delivery of notice by the Administrative Agent to each Grantor, all Proceeds of Collateral received by such Grantor shall be delivered in kind to the Administrative Agent for deposit in a Deposit Account of such Grantor maintained with the Administrative Agent (together with any other Accounts pursuant to which any portion of the Collateral is deposited with the Administrative Agent, the "Collateral Accounts"), and such Grantor shall not commingle any such Proceeds, and shall hold separate and apart from all other property, all such Proceeds in express trust for the benefit of the Administrative Agent until delivery thereof is made to the Administrative Agent.

(c) Following the delivery of notice pursuant to clause (b)(ii), the Administrative Agent shall have the right to apply any amount in the Collateral Account to the payment of any Obligations which are then due and payable.

(d) With respect to each of the Collateral Accounts, it is hereby confirmed and agreed that (i) deposits in such Collateral Account are subject to a security interest as

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contemplated hereby, (ii) such Collateral Account shall be under the control of the Administrative Agent and (iii) the Administrative Agent shall have the sole right of withdrawal over such Collateral Account.

SECTION 4.4. As to Grantors Use of Collateral.

(a) Subject to clause (b), each Grantor (i) may in the ordinary course of its business, at its own expense, sell, lease or furnish under the contracts of service any of the Inventory normally held by such Grantor for such purpose, and use and consume, in the ordinary course of its business, any raw materials, work in process or materials normally held by such Grantor for such purpose, (ii) will, at its own expense, endeavor to collect, as and when due, all amounts due with respect to any of the Collateral, including the taking of such action with respect to such collection as the Administrative Agent may request following the occurrence of an Event of Default or, in the absence of such request, as such Grantor may deem advisable, and (iii) may grant, in the ordinary course of business, to any party obligated on any of the Collateral, any rebate, refund or allowance to which such party may be lawfully entitled, and may accept, in connection therewith, the return of Goods, the sale or lease of which shall have given rise to such Collateral.

(b) At any time following the occurrence and during the continuance of an Event of Default, whether before or after the maturity of any of the Obligations, the Administrative Agent may (i) revoke any or all of the rights of each Grantor set forth in clause (a), (ii) notify any parties obligated on any of the Collateral to make payment to the Administrative Agent of any amounts due or to become due thereunder and (iii) enforce collection of any of the Collateral by suit or otherwise and surrender, release, or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder or evidenced thereby.

(c) Upon the request of the Administrative Agent following the occurrence and during the continuance of an Event of Default, each Grantor will, at its own expense, notify any parties obligated on any of the Collateral to make payment to the Administrative Agent of any amounts due or to become due thereunder.

(d) At any time following the occurrence and during the continuation of an Event of Default, the Administrative Agent may endorse, in the name of such Grantor, any item, howsoever received by the Administrative Agent, representing any payment on or other Proceeds of any of the Collateral.

SECTION 4.5. As to Intellectual Property Collateral. Each Grantor covenants and agrees to comply with the following provisions as such provisions relate to any Intellectual Property Collateral material to the operations or business of such Grantor:

(a) such Grantor will not, to the extent applicable, permit any third party or licensee to, (i) do or permit any act or knowingly omit to do any act whereby any of the Patent Collateral may lapse or become abandoned or dedicated to the public or

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unenforceable except upon the expiration of the term of any such Patent Collateral, (ii) fail to continue to use any of the Trademark Collateral in order to maintain the Trademark Collateral in full force free from any claim of abandonment for non-use, (iii) fail to maintain as in the past the quality of products and services offered under or in connection with the Trademark Collateral, (iv) fail to employ the Trademark Collateral registered with any federal, state or foreign authority with an appropriate notice of such registration, (v) use any of the Trademark Collateral registered with any federal, state or foreign authority except for the uses for which such registration or application for registration of all the Trademark Collateral has been made, (vi) do or permit any act or knowingly omit to do any act whereby any of the Trademark Collateral may lapse or become invalid or unenforceable, or (vii) do or permit any act or knowingly omit to do any act whereby any of the Copyright Collateral or any of the Trade Secrets Collateral may lapse or become invalid or unenforceable or placed in the public domain except upon expiration of the end of an unrenewable term of a registration thereof, unless, in the case of any of the foregoing requirements in clauses (i) through (vii), such Grantor shall reasonably and in good faith determine in the ordinary course of business consistent with past practice that any of such Intellectual Property Collateral is no longer of material value to such Grantor, and the loss, non-use or abandonment of such Intellectual Property Collateral would not result in a Material Adverse Effect;

(b) such Grantor shall use commercially reasonable efforts to prevent any third party or licensee from adopting or using any other Trademark which is confusingly similar or a colorable imitation of any of the Trademark Collateral unless such Grantor shall reasonably and in good faith determine that any of such Intellectual Property Collateral is no longer of material value to such Grantor, and that the loss of such Intellectual Property Collateral would not result in a Material Adverse Effect;

(c) such Grantor shall promptly notify the Administrative Agent if it knows, or has reason to know, that any application or registration relating to any material item of the Intellectual Property Collateral may become abandoned or dedicated to the public or placed in the public domain or invalid or unenforceable, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office, any foreign counterpart thereof or any court) regarding such Grantor's rights in and to any Intellectual Property Collateral;

(d) such Grantor shall (i) within forty-five (45) days after any Fiscal Quarter during which such Grantor or any of its agents, employees, designees or licensees files an application for the registration of any Patent or Trademark with the United States Patent and Trademark Office or any patent or trademark office, as applicable, anywhere in the world or (ii) within thirty (30) days after any Fiscal Quarter during which such Grantor receives, as owner or exclusive licensee, a Copyright registration with the United States Copyright Office or any copyright office anywhere in the world, inform the Administrative Agent, and upon request of the Administrative Agent, promptly execute and deliver an Intellectual Property Collateral security agreement substantially in the form set forth as Exhibits A, B or C hereto as applicable, and other documents as the

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Administrative Agent may reasonably request to evidence the Administrative Agent's security interest in such Intellectual Property Collateral;

(e) such Grantor will take all necessary steps, including in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office and any patent, trademark or copyright office anywhere in the world, to maintain and pursue any application (and to obtain the relevant registration) filed with respect to, and to maintain any registration of, the Intellectual Property Collateral, including the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings and the payment of fees and taxes (except to the extent that dedication, abandonment or invalidation is permitted under the foregoing clause (a) or (b)); and

(f) such Grantor shall (i) within forty-five (45) days after the end of any Fiscal Quarter during which such Grantor obtains an ownership interest in any Patent or Trademark, execute and deliver to the Administrative Agent a Patent Security Agreement or a Trademark Security Agreement substantially in the form set forth as Exhibit A or Exhibit B, as applicable, or (ii) within thirty (30) days after the end of any Fiscal Quarter during which such Grantor obtains an ownership interest or an exclusive license in any Copyright, execute and deliver to the Administrative Agent a Copyright Security Agreement substantially in the form set forth as Exhibit C, and in each case such Grantor shall execute and deliver to the Administrative Agent any other document required to acknowledge, register, record or perfect the Administrative Agent's interest in any part of such item of Intellectual Property unless such Grantor determines in good faith using its commercially reasonable business judgment (with the consent of the Administrative Agent) that any such Intellectual Property is no longer of material value to such Grantor.

SECTION 4.6. As to Letter-of-Credit Rights.

(a) Each Grantor, by granting a security interest in its Letter-of-Credit Rights to the Administrative Agent, intends to (and hereby does) collaterally assign to the Administrative Agent its rights (including its contingent rights) to the Proceeds of all Letter-of-Credit Rights of which it is or hereafter becomes a beneficiary or assignee. Such Grantor will promptly use its best efforts to cause the issuer of each such Letter of Credit with the face amount in excess of $1,000,000 and each nominated person (if any) with respect thereto to consent to such assignment of the Proceeds thereof in a consent agreement in form and substance reasonably satisfactory to the Administrative Agent and deliver written evidence of such consent to the Administrative Agent.

(b) Upon the occurrence of an Event of Default, such Grantor will, promptly upon request by the Administrative Agent, (i) notify (and such Grantor hereby authorizes the Administrative Agent to notify) the issuer and each nominated person with respect to each of the Letters of Credit that the Proceeds thereof have been assigned to the Administrative Agent hereunder and any payments due or to become due in respect thereof are to be made directly to the Administrative Agent and (ii) arrange for the Administrative Agent to become the transferee beneficiary Letter of Credit.

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SECTION 4.7. As to Commercial Tort Claims. Each Grantor covenants and agrees that, until the payment in full of the Obligations and termination of all Commitments, with respect to any Commercial Tort Claim in excess of $1,000,000 individually or in the aggregate hereafter arising, it shall, within forty-five (45) days after the end of any Fiscal Quarter during which any such Commercial Tort Claim arises, deliver to the Administrative Agent a supplement in form and substance reasonably satisfactory to the Administrative Agent, together with all supplements to schedules thereto identifying such new Commercial Tort Claims.

SECTION 4.8. Electronic Chattel Paper and Transferable Records. If any Grantor at any time holds or acquires an interest in any electronic chattel paper or any "transferable record," as that term is defined in Section 201 of the U.S. Federal Electronic Signatures in Global and National Commerce Act, or in Section 16 of the U.S. Uniform Electronic Transactions Act as in effect in any relevant jurisdiction, with a value in excess of $1,000,000, such Grantor shall, within forty-five (45) days after the end of any Fiscal Quarter during which any such interest is held or acquired, notify the Administrative Agent thereof and shall take such action as the Administrative Agent may reasonably request to vest in the Administrative Agent control under Section 9-105 of the UCC of such electronic chattel paper or control under Section 201 of the Federal Electronic Signatures in Global and National Commerce Act or, as the case may be, Section 16 of the Uniform Electronic Transactions Act, as so in effect in such jurisdiction, of such transferable record. The Administrative Agent agrees with such Grantor that the Administrative Agent will arrange, pursuant to procedures satisfactory to the Administrative Agent and so long as such procedures will not result in the Administrative Agent's loss of control, for the Grantor to make alterations to the electronic chattel paper or transferable record permitted under Section 9-105 of the UCC or, as the case may be, Section 201 of the U.S. Federal Electronic Signatures in Global and National Commerce Act or Section 16 of the U.S. Uniform Electronic Transactions Act for a party in control to allow without loss of control, unless an Event of Default has occurred and is continuing or would occur after taking into account any action by such Grantor with respect to such electronic chattel paper or transferable record.

SECTION 4.9. Further Assurances, etc. Each Grantor agrees that, from time to time at its own expense, it will promptly execute and deliver all further instruments and documents, and take all further action, that may be reasonably necessary or that the Administrative Agent may reasonably request, in order to perfect, preserve and protect any security interest granted or purported to be granted hereby or to enable the Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, such Grantor will

(a) from time to time upon the request of the Administrative Agent, promptly deliver to the Administrative Agent such stock powers, instruments and similar documents, reasonably satisfactory in form and substance to the Administrative Agent, with respect to such Collateral as the Administrative Agent may reasonably request and will, from time to time upon the request of the Administrative Agent, after the occurrence and during the continuance of any Event of Default, promptly transfer any securities constituting Collateral into the name of any nominee designated by the Administrative Agent; if any Collateral shall be evidenced by an Instrument, negotiable Document, Promissory Note or tangible Chattel Paper, deliver and pledge to the Administrative

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Agent hereunder such Instrument, negotiable Document, Promissory Note or tangible Chattel Paper duly endorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance satisfactory to the Administrative Agent;

(b) hereby authorizes the Administrative Agent to file such Filing Statements or continuation statements, or amendments thereto, and such other instruments or notices (including any assignment of claim form under or pursuant to the federal assignment of claims statute, 31 U.S.C. § 3726, any successor or amended version thereof or any regulation promulgated under or pursuant to any version thereof), as may be reasonably necessary in order to perfect and preserve the security interests and other rights granted or purported to be granted to the Administrative Agent hereby;

(c) deliver to the Administrative Agent and at all times keep pledged to the Administrative Agent pursuant hereto, on a first-priority, perfected basis, at the reasonable request of the Administrative Agent, all Investment Property constituting Collateral, and, except as otherwise provided in Section 2.4, all Dividends and Distributions with respect thereto, and all interest and principal with respect to Promissory Notes, and all Proceeds and rights from time to time received by or distributable to such Grantor in respect of any of the foregoing Collateral;

(d) not take or omit to take any action the taking or the omission of which would result in any impairment or materially adverse alteration of any obligation of the maker of any Payment Intangible or other Instrument constituting Collateral, except as provided in Section 4.4;

(e) not create any tangible Chattel Paper without placing a legend on such tangible Chattel Paper acceptable to the Administrative Agent indicating that the Administrative Agent has a security interest in such Chattel Paper;

(f) furnish to the Administrative Agent, from time to time at the Administrative Agent's reasonable request, statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Administrative Agent may reasonably request, all in reasonable detail; and

(g) do all things reasonably requested by the Administrative Agent in accordance with this Security Agreement in order to enable the Administrative Agent to have and maintain control over the Collateral consisting of Investment Property, Deposit Accounts, Letter-of-Credit-Rights and Electronic Chattel Paper.

With respect to the foregoing and the grant of the security interest hereunder, each Grantor hereby authorizes the Administrative Agent or Collateral Agent to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral; and to make all relevant filings with the United States Patent and Trademark Office and the United States Copyright Office in respect of the Intellectual Property Collateral, in each case naming the Collateral Agent as "Secured Party" (or other similar term). Each Grantor agrees that a carbon, photographic or other reproduction of this Security Agreement or any UCC financing statement covering the Collateral or any part thereof shall be sufficient as a UCC

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financing statement where permitted by law. Each Grantor hereby authorizes the Administrative Agent to file financing statements describing as the collateral covered thereby "all of the debtor's personal property or assets", "all assets", "all personal property" or words to that effect, notwithstanding that such wording may be broader in scope than the Collateral described in this Security Agreement.

SECTION 4.10. Deposit Accounts. Following the occurrence and during the continuance of an Event of Default, at the request of the Administrative Agent or the Required Lenders, such Grantor will maintain all of its Deposit Accounts only with the Administrative Agent or with any depositary institution that has entered into a Control Agreement in favor of the Administrative Agent.

ARTICLE V
THE ADMINISTRATIVE AGENT

SECTION 5.1. Administrative Agent Appointed Attorney-in-Fact. Each Grantor hereby irrevocably appoints the Administrative Agent its attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, from time to time in the Administrative Agent's discretion, following the occurrence and during the continuance of an Event of Default, to take any action and to execute any instrument which the Administrative Agent may deem necessary or advisable to accomplish the purposes of this Security Agreement, including:

(a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(b) to receive, endorse, and collect any drafts or other Instruments, Documents and Chattel Paper, in connection with clause (a) above;

(c) to file any claims or take any action or institute any proceedings which the Administrative Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Administrative Agent with respect to any of the Collateral; and

(d) to perform the affirmative obligations of such Grantor hereunder.

Each Grantor hereby acknowledges, consents and agrees that the power of attorney granted pursuant to this Section is irrevocable and coupled with an interest.

SECTION 5.2. Administrative Agent May Perform. If any Grantor fails to perform any agreement contained herein, the Administrative Agent may itself perform, or cause performance of, such agreement, that the Administrative Agent deems necessary for the maintenance, preservation or protection of any of the Collateral or of its security interest therein to the extent provided for herein, and the expenses of the Administrative Agent incurred in connection therewith shall be payable by such Grantor pursuant to Section 10.3 of the Credit Agreement.

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SECTION 5.3. Administrative Agent Has No Duty. The powers conferred on the Administrative Agent hereunder are solely to protect its interest (on behalf of the Secured Parties) in the Collateral and shall not impose any duty on it to exercise any such powers. Except for reasonable care of any Collateral in its possession, the accounting for moneys and other Collateral actually received by it hereunder and, except to the extent of the gross negligence, bad faith or willful misconduct of the Administrative Agent, the Administrative Agent shall have no duty as to any Collateral or responsibility for

(a) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relative to any Investment Property, whether or not the Administrative Agent has or is deemed to have knowledge of such matters, or

(b) taking any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral.

SECTION 5.4. Reasonable Care. The Administrative Agent is required to exercise reasonable care in the custody and preservation of any of the Collateral in its possession; provided that the Administrative Agent shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral if it takes such action for that purpose as each Grantor reasonably requests in writing at times other than upon the occurrence and during the continuance of any Event of Default, but failure of the Administrative Agent to comply with any such request at any time shall not in itself be deemed a failure to exercise reasonable care.

ARTICLE VI
REMEDIES

SECTION 6.1. Certain Remedies. If any Event of Default shall have occurred and be continuing:

(a) The Administrative Agent may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a Secured Party on default under the UCC (whether or not the UCC applies to the affected Collateral) and also may

(i) take possession of any Collateral not already in its possession without demand and without legal process;

(ii) require each Grantor to, and each Grantor hereby agrees that it will, at its expense and upon request of the Administrative Agent forthwith, assemble all or part of the Collateral as directed by the Administrative Agent and make it available to the Administrative Agent at a place to be designated by the Administrative Agent that is reasonably convenient to both parties;

(iii) enter onto the property where any Collateral is located and take possession thereof without demand and without legal process; and

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(iv) without notice except as specified below, lease, license, sell or otherwise dispose of the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Administrative Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Administrative Agent may deem commercially reasonable. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' prior notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Administrative Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Administrative Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All cash Proceeds received by the Administrative Agent in respect of any sale of, collection from, or other realization upon, all or any part of the Collateral shall be applied by the Administrative Agent against, all or any part of the Obligations as set forth in Section 4.7 of the Credit Agreement.

(c) The Administrative Agent may

(i) transfer all or any part of the Collateral into the name of the Administrative Agent or its nominee, with or without disclosing that such Collateral is subject to the Lien hereunder;

(ii) notify the parties obligated on any of the Collateral to make payment to the Administrative Agent of any amount due or to become due thereunder;

(iii) withdraw, or cause or direct the withdrawal, of all funds with respect to the Collateral Account;

(iv) enforce collection of any of the Collateral by suit or otherwise, and surrender, release or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any obligations of any nature of any party with respect thereto;

(v) endorse any checks, drafts, or other writings in any Grantor's name to allow collection of the Collateral;

(vi) take control of any Proceeds of the Collateral; and

(vii) execute (in the name, place and stead of any Grantor) endorsements, assignments, stock powers and other instruments of conveyance or transfer with respect to all or any of the Collateral;

(d) Without limiting the foregoing, in respect of the Intellectual Property Collateral:

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(i) upon the request of the Administrative Agent, such Grantor shall execute and deliver to the Administrative Agent an assignment or assignments of the Intellectual Property Collateral, subject (in the case of any licenses thereunder) to any valid and enforceable requirements to obtain consents from any third parties, and such other documents as are necessary or appropriate to carry out the intent and purposes hereof;

(ii) the Administrative Agent shall have the right, in its sole discretion, (which right shall take precedence over any right or action of any Grantor) to file applications and maintain registrations for the protection of the Intellectual Property Collateral and/or bring suit in the name of such Grantor, the Administrative Agent or any Secured Party to enforce the Intellectual Property Collateral and any licenses thereunder and, upon the request of the Administrative Agent, such Grantor shall use all commercially reasonable efforts to assist with such filing or enforcement (including the execution of relevant documents); and

(iii) in the event that the Administrative Agent elects not to make any filing or bring any suit as set forth in clause (ii), such Grantor shall, upon the request of Administrative Agent, use all commercially reasonable efforts, whether through making appropriate filings or bringing suit or otherwise, to protect, enforce and prevent the infringement, misappropriation, dilution, unauthorized use or other violation of the Intellectual Property Collateral.

Notwithstanding the foregoing provisions of this Section 6.1, for the purposes of this Section 6.1, "Collateral" and "Intellectual Property Collateral" shall include any "intent to use" trademark application only to the extent (i) that the business of such Grantor, or portion thereof, to which that mark pertains is also included in the Collateral and (ii) that such business is ongoing and existing.

SECTION 6.2. Securities Laws. If the Administrative Agent shall determine to exercise its right to sell all or any of the Collateral that are Capital Securities pursuant to Section 6.1, each Grantor agrees that, upon request of the Administrative Agent, each Grantor will, at its own expense:

(a) execute and deliver, and cause (or, with respect to any issuer which is not a Subsidiary of such Grantor, use its best efforts to cause) each issuer of the Collateral contemplated to be sold and the directors and officers thereof to execute and deliver, all such instruments and documents, and do or cause to be done all such other acts and things, as may be necessary or, in the opinion of the Administrative Agent, advisable to register such Collateral under the provisions of the Securities Act of 1933, as from time to time amended (the "Securities Act"), and cause the registration statement relating thereto to become effective and to remain effective for such period as prospectuses are required by law to be furnished, and to make all amendments and supplements thereto and to the related prospectus which, in the opinion of the Administrative Agent, are necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the SEC applicable thereto;

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(b) use its best efforts to exempt the Collateral under the state securities or "Blue Sky" laws and to obtain all necessary governmental approvals for the sale of the Collateral, as requested by the Administrative Agent;

(c) cause (or, with respect to any issuer that is not a Subsidiary of such Grantor, use its best efforts to cause) each such issuer to make available to its security holders, as soon as practicable, an earnings statement that will satisfy the provisions of Section 11(a) of the Securities Act; and

(d) do or cause to be done all such other acts and things as may be necessary to make such sale of the Collateral or any part thereof valid and binding and in compliance with applicable law.

Each Grantor acknowledges the impossibility of ascertaining the amount of damages that would be suffered by the Administrative Agent or the Secured Parties by reason of the failure by such Grantor to perform any of the covenants contained in this Section and consequently agrees that, if such Grantor shall fail to perform any of such covenants, it shall pay, as liquidated damages and not as a penalty, an amount equal to the value (as determined by the Administrative Agent) of such Collateral on the date the Administrative Agent shall demand compliance with this Section.

SECTION 6.3. Compliance with Restrictions. Each Grantor agrees that in any sale of any of the Collateral whenever an Event of Default shall have occurred and be continuing, the Administrative Agent is hereby authorized to comply with any limitation or restriction in connection with such sale as it may be advised by counsel is reasonably necessary in order to avoid any violation of applicable law (including compliance with such procedures as may restrict the number of prospective bidders and purchasers, require that such prospective bidders and purchasers have certain qualifications, and restrict such prospective bidders and purchasers to Persons who will represent and agree that they are purchasing for their own account for investment and not with a view to the distribution or resale of such Collateral), or in order to obtain any required approval of the sale or of the purchaser by any Governmental Authority or official, and such Grantor further agrees that such compliance shall not result in such sale being considered or deemed not to have been made in a commercially reasonable manner, nor shall the Administrative Agent be liable nor accountable to such Grantor for any discount allowed by the reason of the fact that such Collateral is sold in compliance with any such limitation or restriction.

SECTION 6.4. Protection of Collateral. The Administrative Agent may from time to time, at its option, perform any act which any Grantor fails to perform after being reasonably requested in writing so to perform (it being understood that no such request need be given after the occurrence and during the continuance of an Event of Default) and the Administrative Agent may from time to time take any other action which the Administrative Agent deems reasonably necessary for the maintenance, preservation or protection of any of the Collateral or of its security interest therein.

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ARTICLE VII
MISCELLANEOUS PROVISIONS

SECTION 7.1. Loan Document. This Security Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7.2. Binding on Successors, Transferees and Assigns; Assignment. This Security Agreement shall remain in full force and effect until the Termination Date has occurred, shall be binding upon the Grantors and their successors and assigns and shall inure to the benefit of and be enforceable by each Secured Party and its successors and assigns; provided that no Grantor may (unless otherwise permitted under the terms of the Credit Agreement or this Security Agreement) assign any of its obligations hereunder without the prior written consent of all Lenders.

SECTION 7.3. Amendments, etc. No amendment or modification to or waiver of any provision of this Security Agreement, nor consent to any departure by any Grantor from its obligations under this Security Agreement, shall in any event be effective unless the same shall be in writing and signed by the Administrative Agent (on behalf of the Lenders or the Required Lenders, as the case may be, pursuant to Section 10.1 of the Credit Agreement) and the Grantors and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 7.4. Notices. All notices and other communications provided for hereunder shall be in writing or by facsimile and addressed, delivered or transmitted to the appropriate party at the address or facsimile number of such party specified in the Credit Agreement or at such other address or facsimile number as may be designated by such party in a notice to the other party. Any notice, if mailed and properly addressed with postage prepaid or if properly addressed and sent by pre-paid courier service, shall be deemed given when received; any notice, if transmitted by facsimile, shall be deemed given when the confirmation of transmission thereof is received by the transmitter.

SECTION 7.5. Release of Liens. Upon (a) the Disposition of Collateral in accordance with the Credit Agreement or (b) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (i) such Collateral (in the case of clause (a)) or (ii) all Collateral (in the case of clause (b)). Upon any such Disposition or termination, the Administrative Agent will, at the Grantors' sole expense, deliver to the Grantors, without any representations, warranties or recourse of any kind whatsoever, all Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

SECTION 7.6. Additional Grantors. Upon the execution and delivery by any other Person of a supplement in the form of Annex I hereto, such Person shall become a "Grantor" hereunder with the same force and effect as if it were originally a party to this Security Agreement and named as a "Grantor" hereunder. The execution and delivery of such supplement shall not require the consent of any other Grantor hereunder, and the rights and

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obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Security Agreement.

SECTION 7.7. No Waiver; Remedies. In addition to, and not in limitation of Section 2.4, no failure on the part of any Secured Party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

SECTION 7.8. Headings. The various headings of this Security Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Security Agreement or any provisions thereof.

SECTION 7.9. Severability. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such provision and such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Security Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

SECTION 7.10. Governing Law, Entire Agreement, etc. THIS SECURITY AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING FOR SUCH PURPOSE SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), EXCEPT TO THE EXTENT THAT THE PERFECTION, EFFECT OF PERFECTION OR NONPERFECTION, AND PRIORITY OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK. This Security Agreement and the other Loan Documents constitute the entire understanding among the parties hereto with respect to the subject matter hereof and thereof and supersede any prior agreements, written or oral, with respect thereto.

SECTION 7.11. Counterparts. This Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Security Agreement by facsimile (or other electronic transmission) shall be effective as delivery of a manually executed counterpart of this Security Agreement.

SECTION 7.12. Foreign Pledge Agreements. Without limiting any of the rights, remedies, privileges or benefits provided hereunder to the Administrative Agent for its benefit and the ratable benefit of the other Secured Parties, each Grantor and the Administrative Agent hereby agree that the terms and provisions of this Security Agreement in respect of any Collateral subject to the pledge or other Lien of a Foreign Pledge Agreement are, and shall be deemed to be, supplemental and in addition to the rights, remedies, privileges and benefits provided to the Administrative Agent and the other Secured Parties under such Foreign Pledge Agreement and under applicable law to the extent consistent with applicable law; provided that,

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in the event that the terms of this Security Agreement conflict or are inconsistent with the applicable Foreign Pledge Agreement or applicable law governing such Foreign Pledge Agreement, (i) to the extent that the provisions of such Foreign Pledge Agreement or applicable foreign law are, under applicable foreign law, necessary for the creation, perfection or priority of the security interests in the Collateral subject to such Foreign Pledge Agreement, the terms of such Foreign Pledge Agreement or such applicable law shall be controlling and (ii) otherwise, the terms hereof shall be controlling.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Security Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

VS ACQUISITION HOLDING CO.

By: _____
Name:
Title:

UI ACQUISITION HOLDING CO.

By: _____
Name:
Title:

VS HOLDING CO.

By: _____
Name:
Title:

UI HOLDING CO.

By: _____
Name:
Title:

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MORGAN STANLEY SENIOR FUNDING, INC.,
as Administrative Agent

By: _____
Name: John McCann
Title: Vice President
Morgan Stanley Senior Funding, Inc

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SCHEDULE I
to Security Agreement

Grantor	Issuer (corporate)	Cert. #	# of Shares	Common Stock: Authorized Shares	Common Stock: Outstanding Shares	Common Stock: % of Shares Pledged
VS Acquisition Co.	VS Holding Co.	CS-1	100	100	100	100%
UI Acquisition Co.	UI Holding Co.	CS-1	100	100	100	100%
VS Holding Co.	Vitronics Soltec Corporation	4	100	1,000	1,000 (?)	100%
VS Holding Co.	Vitronics Soltec Corporation	3	900	1,000	1,000	100%
UI Holding Co.	Universal Instruments Corporation	2	1,000	1,000	1,000	100%
UI Holding Co.	Hover-Davis, Inc.	1	1,000	1,000	1,000	100%
UI Holding Co.	Universal Instruments de Mexico S.A. de C.V.	1	32,500	50,000	50,000	65%

Limited Liability Company Interests

Issuer (limited liability company)	% of Limited Liability Company Interests Pledged	Type of Limited Liability Company Interests Pledged
None		

Partnership Interests

Issuer (partnership)	% of Partnership Interests Owned	% of Partnership Interests Pledged
None		

Cooperative Interests

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Grantor	Issuer (cooperative)	% of Cooperative Interests Owned	% of Cooperative Owned Interests Pledged
UI Holding Co.	UI European Holdco Coöperatief U.A.	65%	100%
VS Holding Co.	VS European Holdco Coöperatief U.A.	65%	100%

SCHEDULE II
to Security Agreement

Item A. Location of each Grantor.

Name of Grantor:	Location for purposes of UCC:
VS Acquisition Holding Co.	Delaware
UI Acquisition Holding Co.	Delaware
VS Holding Co.	Delaware
UI Holding Co.	Delaware
Vitronics Soltec Corporation	Delaware
Universal Instruments Corp.	Delaware
Hover-Davis, Inc.	Delaware

Item B. Merger or other corporate reorganization.

Name of Grantor:	Merger or other corporate reorganization:
UI Acquisition Holding Co.	Name changed from Hybrid Holding Company on October 2, 2006

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Item C. Organizational ID numbers.

Name of Grantor:	Organizational ID numbers:
VS Acquisition Holding Co.	4229035
UI Acquisition Holding Co.	4211653
VS Holding Co.	4229038
UI Holding Co.	4229032
Vitronics Soltec Corporation	2789508
Universal Instruments Corporation	2252937
Hover-Davis, Inc.	3557166

Item D. Government Contracts.

Name of Grantor:	Description of Contract:
Hover-Davis, Inc.	Lease Agreement between H-D Paragon Properties, LLC and County of Monroe Industrial Development Agency dated as of June 1, 2000

Item E. Deposit Accounts and Securities Accounts.

Name of Grantor:	Description of Deposit Accounts and Securities Accounts:	Bank	Account Number
Hover-Davis, Inc.	Operating Account	JP Morgan Chase	008200162736
Hover-Davis, Inc.	Controlled Disbursement Account	JP Morgan Chase	000601868755
Vitronics Soltec Corporation	DEPOSITS	JPMorgan Chase Bank NA	777167190
Vitronics Soltec Corporation	DISBURSEMENTS	JPMorgan Chase Bank NA	601872682
Universal Instruments Corporation	Payroll Account	JPMorgan Chase	4200026377
Universal Instruments Corporation	Concentration Account	JPMorgan Chase	4012911386
Universal Instruments Corporation	Merchant Account	JPMorgan Chase	4650012414
Universal Instruments Corporation	Controlled Disbursement Account	JPMorgan Chase	06012378702
Universal Instruments Corporation	Payroll Account	Partners Trust	340041920

Universal Instruments Corporation	Foreign Exchange Account	Anglo Irish Bank	843111

Item F. Letter of Credit Rights.

Name of Grantor:	Description of Letter of Credit Rights:
Hover-Davis, Inc.	Grantor is beneficiary under a letter of credit for AAC Acoustic Technologies with a balance of $6,796.32 as of June 30, 2006

Item G. Commercial Tort Claims.

Name of Grantor:	Description of Commercial Tort Claims:
None.	

SCHEDULE III
to Security Agreement

Item A. Patents

ISSUED PATENTS

Country	Patent No.	Issue Date	Title	Owner
US	7089074	08/08/06	Host Feeder Validation	Universal Instruments Corporation
US	7042177	05/09/06	Method and System for Electronic Braking of an Electric Motor Having No Permanent Magnets	Universal Instruments Corporation
US	7032304	04/25/06	Redundant System for Assembly of Electrical Components to Substrate	UI Holding Co.
US	7040137	05/09/06	Method for Improving Pick Reliability in a Component Placement Machine	Universal Instruments Corporation
US	6,848,338	02/01/05	High Acceleration Spindle Drive and Method of Using Same	UI Holding Co.
US	6,749,238	06/15/04	Vacuum Nozzle	UI Holding Co.
US	6,820,325	11/23/04	Integrated Air Flow Control For a Pick and Place Spindle Assembly	UI Holding Co.
US	6,625,878	09/30/03	Method and Apparatus for Improving Component Placement in a Component Pick Up and Place Machine	UI Holding Co.
US	6,460,692	10/08/02	Dual Lane Conveying Apparatus	UI Holding Co.

Country	Patent No.	Issue Date	Title	Owner
US	6,624,538	09/23/03	Variable Reluctance Motor with Improved Tooth Geometry(CIP 191)	UI Holding Co.
US	6,643,917	11/11/03	Redundant System for Assembly of Electrical Components to Substrate	UI Holding Co.
US	6,368,045	04/09/02	Multiple Index Feeder and Method	UI Holding Co.
US	6,385,842	05/14/02	Tube Feeder Having a Zone on which Component Can Pivot (Apparatus)	UI Holding Co.
US	6,478,533	11/12/02	Method of Using a Tube Feeder for Circuit Board Components (Method)	UI Holding Co.
US	6,260,261	07/17/01	Straddle-Mount Assembly Tool and Method	UI Holding Co.
US	6,247,581	06/19/01	Adjustable Length Conveyor	UI Holding Co.
US	6,873,130	03/29/05	Method and Apparatus for Maintaining Force of a Variable Reluctance Motor	UI Holding Co.
US	6,582,090	06/24/03	Method and Apparatus for Illuminating Leads of a Component	UI Holding Co.
US	6,160,620	12/12/00	Optical Contact Sensor	UI Holding Co.
US	6,161,443	12/19/00	Drive and Actuation Mechanism for a Component Insertion Machine	UI Holding Co.
US	6,267,020	07/31/01	Drive Mechanism for Variable Center Distance Component Insertion Machine	Universal Instruments Corporation

Country	Patent No.	Issue Date	Title	Owner
US	6,078,114	06/20/00	Method and Apparatus for Vibration Reduction and Control in a Variable Reluctance Linear Motor	UI Holding Co.
US	6,518,665	02/11/03	Enhanced Underfill Adhesion	UI Holding Co.[1]
US	6,041,964	03/28/00	Method and Apparatus for Supplying Components	UI Holding Co.
US	5,852,869	12/29/98	Method and Apparatus for Supplying Components	UI Holding Co.[2]
US	5,912,542	06/15/99	Variable Load Inductance Compensation for Motor Drive Circuits	UI Holding Co.
US	5,621,294	04/15/97	Apparatus and Method for Force Compensation in a Variable Reluctance Motor	UI Holding Co.
US	5,452,824	09/26/95	Method and Apparatus for Dispensing Materials	UI Holding Co.
US	5,456,510	10/10/95	Vacuum Nozzle with a Push-off Device	UI Holding Co.
US	5,458,388	10/17/95	Replaceable Nozzle Tip with Vauum Actuatated Mechanical Gripping Fingers	UI Holding Co.
US	5,739,846	04/14/98	Method of Inspecting Component Placement Accuracy for Each First Selected Circuit Board to be Assembled of a Batch	UI Holding Co.
US	5,317,374	05/31/94	Method and Apparatus for Measuring a Distance to an Object from Dual Two	UI Holding Co.

[1] UI Holding Co. intends to allow this patent to lapse.
[2] UI Holding Co. intends to allow this patent to lapse.

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Country	Patent No.	Issue Date	Title	Owner
			Dimensional Images Thereof	
US	5,201,696	04/13/93	Apparatus for Replacment of Vacuum Nozzles	UI Holding Co.
US	5,432,423	07/11/95	Electronic Damping System (CON 137)	UI Holding Co.
US	5,105,528	04/21/92	Method and Apparatus for Supplying and Changing Tips of a Pick and Place Vacuum Spindle	UI Holding Co.
US	5,051,555	09/24/91	Hot-Bar Suspension System	UI Holding Co.
US	5,035,316	07/30/91	Isolating a First Component to be Picked Up from Other Components on a Vibratory Feeder	UI Holding Co.
US	RE35,180	03/19/96	High Frequency Thermode Driven Device Employing One-Turn-Secondary Transformers	UI Holding Co.[3]
US	4,969,552	11/13/90	Method and Apparatus for Inverting Printed Circuit Boards	UI Holding Co.
US	4,988,935	01/29/91	Advanced Digital Motion Control	Universal Instruments Corporation
US	4,840,268	06/20/89	Adjustable Width Chain Conveyor	UI Holding Co.
US	4,887,351	12/19/89	Pick and Place Nozzle with Concentric Grooves	UI Holding Co.
US	5,029,383	07/09/91	Articulating Tip for Pick and Place Head	UI Holding Co.

[3] UI Holding Co. intends to allow this patent to lapse.

Country	Patent No.	Issue Date	Title	Owner
US	RE 35,027	08/29/95	Pick and Place Method and Apparatus (Chip Placement Head)	UI Holding Co.
US	4,887,778	12/19/89	Feeder Drive Assembly and Repaceable Section for Tape Supplying and Cover Peeling	UI Holding Co.
US	5,040,291	08/20/91	Multi-Spindle Pick and Place Method and Apparatus	UI Holding Co.
US	4,812,666	03/14/89	Position Feedback Enhancement Over a Limited Repositioning Area for a Moveable Member	UI Holding Co.
US	4,762,578	08/09/88	Non-Contact Sensing and Controlling of Spacing Between a Depositing Tip and Each Selected Depositing Location on a Substrate	UI Holding Co.
US	4,759,124	07/26/88	Method and Apparatus for Controlling Component Pickup and Placement Pressures	UI Holding Co.
US	4,769,904	09/13/88	Method and Apparatus for Handling Leaded and Leadless Surface Mountable Components (CON 106)	UI Holding Co.
US	5,023,544	06/11/91	Extended Input and Testing or Electrical Components for Onsertion Machines (CON 105A)	UI Holding Co.
SE	0302768-7	09/14/04	High Acceleration Spindle Drive and Method of Using Same	UI Holding Co.
SE	0302753-9	10/25/05	Integrated Air Flow	UI Holding

Country	Patent No.	Issue Date	Title	Owner
			Controller for a Pick and Place Spindle Assembly	Co.
SE	961392	06/08/05	Method and Apparatus for Vibration Reduction and Control in a Variable Reluctance Linear Motor	Universal Instruments Corporation
NL	0776084	05/26/99	Apparatus and Method for Force Compensation in a Variable Reluctance Motor	UI Holding Co.
NL	194147	07/03/01	Apparatus for Replacment of Vacuum Nozzles	UI Holding Co.
NL	0547938	11/20/96	Electronic Damping System (CON 137)	UI Holding Co.
KR	10-0605080	07/19/06	High Acceleration Spindle Drive and Method of Using Same	UI Holding Co.
JP	3754229	12/22/05	Method and Apparatus for Vibration Reduction and Control in a Variable Reluctance Linear Motor	Universal Instruments Corporation
JP	3807841	05/26/06	Variable Load Inductance Compensation for Motor Drive Circuits	Universal Instruments Corporation
JP	2768663	04/10/98	Apparatus and Method for Force Compensation in a Variable Reluctance Motor	UI Holding Co.
JP	2546604B2	08/08/96	Apparatus for Replacment of Vacuum Nozzles	UI Holding Co.
GB	0776084	05/26/99	Apparatus and Method for Force Compensation in a Variable Reluctance Motor	UI Holding Co.
FR	0776084	05/26/99	Apparatus and Method for Force Compensation in a Variable Reluctance Motor	UI Holding Co.

Country	Patent No.	Issue Date	Title	Owner
DE	69925670	06/08/05	Method and Apparatus for Vibration Reduction and Control in a Variable Reluctance Linear Motor	Universal Instruments Corporation
DE	69602575.2	05/26/99	Apparatus and Method for Force Compensation in a Variable Reluctance Motor	UI Holding Co.
DE	43120512	05/13/04	Apparatus for Replacment of Vacuum Nozzles	Universal Instruments Corporation
DE	69215340.3	11/20/96	Electronic Damping System (CON 137)	UI Holding Co.

Hover-Davis, Inc.

Country	Patent No.	Issue Date	Title	Owner
US	6,923,878	08/02/05	Surface Mount Assembly System with Integral Label Feeder	UI Holding Co.
US	7,052,564	05/30/06	Component Feeder Having a High Density Cover Tape Reservoir	UI Holding Co.
US	6,773,543	08/10/04	Method and Apparatus for the Multiplexed Acquistion of a Bare Die from a Wafer	UI Holding Co.
US	D450608	11/20/01	Carrier Tape Pitch Gauge	UI Holding Co.
US	6,659,705	12/09/03	Cover Tape Cutting System Using a Thermal Energy Source	UI Holding Co.
US	6,474,527	11/05/02	Multiple-Pitch Tape Feeder with Multiple Peel Positions	UI Holding Co.

US	6,631,868	10/14/03	Tape Feeder with Splicing Capabilities	UI Holding Co.
US	6,652,706	11/25/03	Tape Feeder with Improved Cover Tape Disposition Path and Drive	UI Holding Co.
US	6,554,128	04/29/03	Die Shuttle Conveyor and Nest Therefor	UI Holding Co.
US	6,402,452	06/11/02	Carrier Tape Feeder with Cover Tape Parting	UI Holding Co.
US	6,173,750	01/16/01	Method and Apparatus for Removing Die from an Expanded Wafer and Conveying Die to a Pickup Location	UI Holding Co.
US	6,032,845	03/07/00	Variable Pitch Tape Feeder and Pitch Slection Switch Therefor	UI Holding Co.
US	5,976,306	11/02/99	Method and Apparatus for Removing Die from an Expanded Wafer and Conveying Die to a Pickup Location	UI Holding Co.
SG	74,414	09/13/02	Method and Apparatus for Removing Die from an Expanded Wafer and Conveying Die to a Pickup Location	UI Holding Co.

Vitronics Soltec Corporation

WIPO	9103325	3/21/1991	APPARATUS FOR CLEANING MECHANICAL DEVICES USING TERPENE COMPOUNDS (English)	VS Holding Co.
WIPO	9406593	3/31/1994	IMPROVED CONVECTION/INFRARED SOLDER REFLOW APPARATUS (English)	VS Holding Co.

United States	4833301	5/23/1989	MULTI-ZONE THERMAL PROCESS SYSTEM UTILIZING NON-FOCUSED INFRARED PANEL EMITTERS (English)	VS Holding Co.
United States	5345061	9/6/1994	CONVECTION/INFRARED SOLDER REFLOW APPARATUS UTILIZING CONTROLLED GAS FLOW (English)	VS Holding Co.
United States	5573688	11/12/1996	CONVECTION/INFRARED SOLDER REFLOW APPARATUS Convection/infrared solder reflow apparatus (English)	VS Holding Co.
United States	6146448	11/14/2000	FLUX MANAGEMENT SYSTEM FOR A SOLDER REFLOW OVEN (English)	VS Holding Co.
United States	6780225	8/24/2004	Reflow oven gas management system and method (English)	VS Holding Co.
Korea Republic of	9208941	10/12/1992	INFRARED PANEL EMITTER AND METHOD OF PRODUCING THE SAME (English)	VS Holding Co.
Japan	95001784	1/11/1995	not available	VS Holding Co.
Japan	2677474	11/17/1997	Device and Method for Collecting Control Information for a Virtual Computer	VS Holding Co.
European	999007	4/28/2004	Filtering system for a solder reflow oven Systeme de filtrage pour un four de refusion pour le brasage Filtersystem eines Aufschmelzlotofens (English#Fre nch#German)	VS Holding Co.
European	1511593	3/9/2005	REFLOW OVEN GAS MANAGEMENT SYSTEM AND METHOD SYSTEME ET PROCEDE DE GESTION DE GAZ DE FOUR DE FUSION VERFAHREN UND VORRICHTUNG ZUR GASSTROMVERWALTUNG IN EINEM AUFSCHMELZLoTOFEN	VS Holding Co.

			(English#French#German)	
China	1665632	9/7/2005	Reflow oven gas management system and method (English)	VS Holding Co.
Australia	9062761	4/8/1991	APPARATUS FOR CLEANING MECHANICAL DEVICES USING TERPENE COMPOUNDS (English)	VS Holding Co.
Australia	2003239876	12/12/2003	REFLOW OVEN GAS MANAGEMENT SYSTEM AND METHOD (English)	VS Holding Co.

Pending Patent Applications

Universal Instruments

Country	Serial No.	Filing Date	Title	Owner
US	11/356580	02/17/06	Motor, Motor System, Motor Elements and Method of Assembly Thereof (CIP of 226)	Universal Instruments Corporation
US	10/982674	11/05/04	Real-time Monitoring of Machine Performance	Universal Instruments Corporation
US	11/130703	05/17/05	Fluid Dispenser Cleaning Station and Method for Using the Same	Universal Instruments Corporation

US	10/982508	11/05/04	Low Maintenance Vacuum Generation (CIP 208)	Universal Instruments Corporation
US	11/256065	10/21/05	Tetrahedron Rack and Pinion Drive	Universal Instruments Corporation
US	11/167422	06/27/05	Cartesian Positioning System	Universal Instruments Corporation
US	11/013777	12/16/04	Motor, Motor System, Motor Elements and Method of Assembly Thereof	Universal Instruments Corporation
US	10/840769	05/06/04	Encoder System	Universal Instruments Corporation
US	10/828138	04/20/04	Component Rejection Station	Universal Instruments Corporation
US	10/698,503	10/31/03	Method of Component Rejection From a Placement Head	Universal Instruments Corporation
US	10/271,760	10/17/02	Cableless Interconnect System for Pick and Place Machine	UI Holding Co.

US	10/307,848	12/02/02	Method for Improving Reliability in a Component Placement Machine by Vacuum Nozzle Inspection	Universal Instruments Corporation
PCT	Currently unassigned	09/29/06	Tetrahedron Rack and Pinion Drive	Universal Instruments Corporation
PCT	Currently unassigned	05/05/06	Cartesian Positioning System	Universal Instruments Corporation
PCT	PCT/US2005/045116	12/12/05	Motor, Motor System, Motor Elements and Method of Assembly Thereof	Universal Instruments Corporation
PCT	PCT/US2005/012595	04/13/05	Encoder System	Universal Instruments Corporation
PCT	PCT/US2005/021335	06/16/05	Method and System for Electronic Braking of an Electric Motor Having No Permanent Magnets	Universal Instruments Corporation
KR	2003-72324	10/16/03	Integrated Air Flow Controller for a Pick and Place Spindle Assembly	UI Holding Co.
JP	2003-356309	10/16/03	High Acceleration Spindle Drive and Method of Using Same	UI Holding Co.
JP	2003-356308	10/16/03	Integrated Air Flow Controller for a Pick and Place Spindle Assembly	UI Holding Co.

JP	2001-573613	09/30/02	Variable Reluctance Motor w/ Improved Tooth Geometry	UI Holding Co.
EP	02797847.7	09/05/02	Method and Apparatus for Mounting Component	UI Holding Co.
EP	01964705.6	03/30/01	Variable Reluctance Motor w/ Improved Tooth Geometry	UI Holding Co.
EP	02742257.5	07/10/02	Method and Apparatus for Maintaining Force of a Variable Reluctance Motor	UI Holding Co.
EP	98400549.6	03/09/98	Variable Load Inductance Compensation for Motor Drive Circuits	Universal Instruments Corporation
DE	10348191.5	10/16/03	High Acceleration Spindle Drive and Method of Using Same	UI Holding Co.
DE	10348192.3	10/16/03	Integrated Air Flow Controller for a Pick and Place Spindle Assembly	UI Holding Co.
CN	200310118398.0	10/17/03	High Acceleration Spindle Drive and Method of Using Same	UI Holding Co.
CN	200610091541.5	06/05/06	Integrated Air Flow Controller for a Pick and Place Spindle Assembly	UI Holding Co.
CN	200310119618.1	10/17/03	Integrated Air Flow Controller for a Pick and Place Spindle Assembly	UI Holding Co.
CN	02822061.7	09/05/02	Method and Apparatus for Mounting Component	UI Holding Co.

CN	02816892.5	07/10/02	Method and Apparatus for Maintaining Force of a Variable Reluctance Motor	UI Holding Co.

Hover-Davis, Inc.

Country	Serial No.	Filing Date	Title	Owner
US	11/551934	10/23/06	Component Tape Feeder	Hover-Davis, Inc.
US	11/420575	05/26/06	Component Feeder Having a High Density Cover Tape Reservoir	UI Holding Co.
US	10/973037	10/20/04	Vacuum Gripper for Handling Small Components	UI Holding Co.
PCT	PCT/US2005/037420	10/20/04	Vacuum Gripper for Handling Small Components	UI Holding Co.
US	10/810292	03/26/04	Interface Device with a Releasable Mount	UI Holding Co.
US	10/154560	05/24/02	Auto-Loading Component Tape Feeder	UI Holding Co.
EP	2003-0755490	05/23/03	Auto-Loading Component Tape Feeder	UI Holding Co.
JP	2004-0507305	05/23/03	Auto-Loading Component Tape Feeder	UI Holding Co.
EP	2004-0760735	05/06/04	Method and Apparatus for the Multiplexed Acquistion of a Bare Die from a Wafer	UI Holding Co.

EP	1999-0908205	02/17/99	Method and Apparatus for Removing Die from an Expanded Wafer and Conveying Die to a Pickup Location	UI Holding Co.
JP	2000-0532273	02/17/99	Method and Apparatus for Removing Die from an Expanded Wafer and Conveying Die to a Pickup Location	UI Holding Co.

Vitronics Soltec Corporation

Country	Serial No.	Filing Date	Title	Owner
WIPO	200399502	5/23/2003	REFLOW OVEN GAS MANAGEMENT SYSTEM AND METHOD SYSTEME ET PROCEDE DE GESTION DE GAZ DE FOUR DE FUSION (English)	VS Holding Co.

Item B. Patent Licenses

Country	Patent No.	Title	Licensor	Licensee	Effective Date	Expiration Date
US	4,762,578	Non-Contact Sensing and Controlling of Spacing Between a Depositing Tip and Each Selected Depositing Location on a Substrate	Universal Instruments Corporation	Cyberoptics	08/13/90	04/28/07
US, DE, JP, NL	5,201,696	Apparatus for Replacment of Vacuum Nozzles	UI Holding Co.	Metro Nozzle	04/07/04	05/05/12

US, DE, JP, NL	5,201,696	Apparatus for Replacment of Vacuum Nozzles	UI Holding Co.	Count On Tools	07/01/00	05/05/12
US	5,458,388	Replaceable Nozzle Tip with Vauum Actuatated Mechanical Gripping Fingers	UI Holding Co.	MyData	07/01/02	08/03/14
US	RE 35,027	Pick and Place Method and Apparatus	UI Holding Co.	Siemens	12/05/96	09/22/08
US	RE35027, 5,458,388	Pick and Place Method and Apparatus, Replaceable Nozzle Tip with Vauum Actuatated Mechanical Gripping Fingers	UI Holding Co.	Europlacer	05/23/05	08/03/14

SCHEDULE IV
to Security Agreement

Item A. Trademarks

REGISTERED TRADEMARKS

Universal Instruments Corporation

Country	Mark	Reg. No.	Reg. Date	Owner
US	Lightning	3,042,564	01/10/06	UI Holding Co.
US	AdVantis	2,945,074	04/26/05	UI Holding Co.
US	GSM Genesis Platform	2,870,437	08/03/04	UI Holding Co.
US	Magellan	2,792,963	12/09/03	UI Holding Co.
US	PrecisionPro	2,792,962	12/09/03	UI Holding Co.
US	Applied Conveyor Engineering and Design	2,768,682	09/30/03	UI Holding Co.
US	Applied Conveyor Engineering	2,653,071	11/26/02	UI Holding Co.
US	D Stylized	2,629,190	10/01/02	UI Holding Co.
US	Uptime 100 (Stylized)	2,611,033	08/27/02	UI Holding Co.
US	Megaview	2,598,304	07/23/02	UI Holding Co.
US	Polaris and Design	2,579,736	06/11/02	UI Holding Co.
US	Universalight	2,435,656	03/13/01	UI Holding Co.
US	FlexJet	2,288,219	10/19/99	UI Holding Co.
US	U-Teach	1,414,833	10/28/86	UI Holding Co.
US	Cimlink	1,396,598	06/10/86	UI Holding Co.[4]
US	Universal & Design	1,207,976	09/14/82	UI Holding

[4] UI Holding Co. intends to allow this trademark to lapse.

				Co.
US	U and Design "Flying U"	1,207,975	09/14/82	UI Holding Co.
US	Universal (Word)	1,207,898	09/14/82	UI Holding Co.
US	Universal & Design	1,080,796	01/03/78	UI Holding Co.
US	Universal (Stylized)	868,642	04/29/89	UI Holding Co.
UK	ChipJet	2,159,331	02/23/98	UI Holding Co.
UK	DYNA/PERT	992,355	10/29/73	Universal Instruments Corporation
UK	DYNAPERT	1,520,414	12/10/93	Universal Instruments Corporation
UK	DYNAPERT and Design	1,520,410	12/10/93	Universal Instruments Corporation
UK	FlexJet	2,158,617	02/18/98	UI Holding Co.
UK	U and Design "Flying U" (Device)	1,096,787	06/08/99	UI Holding Co.
UK	Universal & Design	1,150,713	03/17/81	UI Holding Co.
UK	Universal (Word)	1,150,712	03/17/81	UI Holding Co.
UK	VRM	2,158,615	02/18/98	UI Holding Co.
TW	GSM Genesis Platform	1,063,058	12/01/03	UI Holding Co.
TW	Uptime 100 (Stylized)	92,261	07/16/97	UI Holding Co.
SG	Universal & Design	S/8412/91	09/11/91	UI Holding Co.
SE	AdVantis	817040	12/04/03	UI Holding Co.
MX	ChipJet	586,390	08/31/98	UI Holding Co.
MX	FlexJet	593,226	11/25/98	UI Holding Co.
KR	Lightning	825007	04/30/04	UI Holding

				Co.
KR	Tech Advisor	369,965	07/23/97	UI Holding Co.
KR	Universal & Design	262,752	05/13/93	UI Holding Co.
JP	AdVantis	817040	12/04/03	UI Holding Co.
JP	DYNA/PERT	963,006	05/17/72	Universal Instruments Corporation
JP	Lightning	825007	04/30/04	UI Holding Co.
JP	Omniplace	2,276,515	10/30/00	Universal Instruments Corporation
JP	U and Design "Flying U"	1,854,821	04/23/86	UI Holding Co.
JP	Universal & Design	2,719,270	11/26/80	UI Holding Co.
JP	Universal (Stylized)	2,712,687	03/29/96	UI Holding Co.
JP	Uptime 100 (Stylized)	4,293,692	07/09/99	UI Holding Co.
IT	DYNA/PERT	641,704	05/19/82	Universal Instruments Corporation
HG	Universal & Design	175,994	11/26/01	UI Holding Co.
FR	Boardflo	1,618,983	11/03/89	Universal Instruments Corporation
FR	U and Design "Flying U"	1,264,638	03/08/84	UI Holding Co.
FR	Universal Instruments (Word Mark)	1,264,645	03/08/84	UI Holding Co.
DE	AdVantis	817040	12/04/03	UI Holding Co.
DE	DYNA/PERT	907,038	04/30/02	Universal Instruments Corporation
DE	FlexJet	398-07-269	05/18/99	UI Holding

				Co.
DE	U and Design "Flying U"	962,150	08/29/77	UI Holding Co.
DE	VRM	398,07,267	03/31/98	UI Holding Co.
CTM	GSM Genesis Platform	2944825	10/11/04	UI Holding Co.
CN	ChipJet	1,297,100	07/21/99	UI Holding Co.
CN	DYNAPERT	640,539	05/07/93	Universal Instruments Corporatio n
CN	DYNAPERT and Design	640,538	05/07/93	Universal Instruments Corporatio n
CN	FlexJet	1,284,493	06/14/99	UI Holding Co.
CN	U and Design "Flying U"	797,446	09/07/95	UI Holding Co.
CN	U and Design "Flying U"	795,861	11/28/95	UI Holding Co.
CN	U and Design "Flying U"	795,874	11/28/95	UI Holding Co.
CN	U and Design "Flying U"	793,975	11/28/95	UI Holding Co.
CN	U and Design "Flying U"	872,704	09/21/96	UI Holding Co.
CN	U and Design "Flying U"	3,459,403	07/14/04	UI Holding Co.
CN	Universal & Design	616,219	10/25/92	UI Holding Co.
CN	Universal & Design	795,434	11/28/95	UI Holding Co.
CN	Universal & Design	795,862	11/28/95	UI Holding Co.
CN	Universal & Design	795,873	11/28/95	UI Holding Co.
CN	Universal & Design	793,974	11/28/95	UI Holding Co.
CN	VRM	1,284,492	06/14/99	UI Holding Co.

Hover-Davis, Inc.

Country	Mark	Reg. No.	Reg. Date	Owner
US	Hover-Davis	2,519,819	12/18/01	UI Holding Co.[5]
US	Hover-Davis and Design	2,512,402	11/27/01	UI Holding Co.[6]
CN	Hover-Davis and Design	3,869,011	02/13/04	Hover-Davis, Inc.

Vitronics Soltec Corporation

Country	Mark	Reg. No.	Reg. Date	Owner
US	V and Design	1483185	05-Apr-88	VS Holding Co.[7]
US	SELECTX	2378078	15-Aug-00	VS Holding Co.
US	PRECISION PROFILING	2921066	25-Jan-05	VS Holding Co.
UK	VITRONICS	1310088	24-May-91	VS Holding Co.
Germany	VITRONICS	1130647	17-Nov-88	VS Holding Co.
European	VITRONICS	616698		VS Holding Co.

[5] USPTO records indicate ownership resides with DTI Acquisitions, Inc. Grantor has copy of assignment from DTI Acquisitions, Inc. to Delaware Capital Formation. Grantor will record that assignment with USPTO.
[6] USPTO records indicate ownership resides with DTI Acquisitions, Inc. Grantor has copy of assignment from DTI Acquisitions, Inc. to Delaware Capital Formation. Grantor will record that assignment with USPTO.
[7] Note that this trademark was assigned to Fleet National Bank in 1989. Although the indebtedness has been paid, the security interest has remained on the file. VS Holding Co. will use commercially reasonable efforts to have the security interest formally released.

Pending Trademark Applications

Country	Title	Reg. No.	Reg. Date	Owner
CN	GSM Genesis Platform	3,376,228	11/21/02	UI Holding Co.
Madrid	Lightning	Z1230844	04/30/04	UI Holding Co.
US	Unovis	77/006230	09/25/06	Universal Instruments Corporation
US	Unovis Solutions	77/003063	09/20/06	Universal Instruments Corporation
US	Unovis & Design	77/003131	09/20/06	Universal Instruments Corporation
US	Dimensions	76/071407	06/15/00	UI Holding Co.[8]

Item B. Trademark Licenses

None.

[8] UI Holding Co. intends to allow this trademark application to lapse.

SCHEDULE V
to Security Agreement

Item A. Copyrights/Mask Works

Registered Copyrights/Mask Works

Country	Reg. No.	Effective Date	Title	Owner
US	TX-233-683	04/25/79	SATELLITE PROGRAM	UI Holding Co.
US	TX-475-397	05/09/80	PROGRAM SAT 2B W-BEC	UI Holding Co.
US	TX1-058-356	01/13/83	PROG: UNIVERSAL UICS1	UI Holding Co.
US	TX1-058-357	01/13/83	PROG: PASS-THRU VO5	UI Holding Co.
US	TX1-058-358	01/13/83	PROG: SAT 2E W/AT. COR.	UI Holding Co.
US	TXu-217-064	11/08/85	Cimlink	UI Holding Co.
US	TX2-132-690	04/28/87	P,UICS 68 1.3	UI Holding Co.
US	TX2-178-998	07/29/87	PROG: UICS 2.0	UI Holding Co.
US	TX2-279-834	03/31/88	P Cimlink LPCH32 Module V1.0	UI Holding Co.
US	TX2-279-835	03/31/88	P Cimlink Upline Intf. Mod V1.0	UI Holding Co.
US	TX2-279-836	03/31/88	P Cimlink Mgt Inf Rep Mod V1.0	UI Holding Co.
US	TX2-279-837	03/31/88	P Cimlink MGT INF Dump-Spec	UI Holding

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				Co.
US	TX2-279-838	03/31/88	Dynapert/VAX Intf Specl	UI Holding Co.
US	TX2-325-840	05/19/88	Prog, USM VCD Translator	UI Holding Co.
US	TX2-325-841	05/19/88	Prog USM Sequencer Translator	UI Holding Co.
US	TX2-336-851	03/14/88	Universal Control Terminal I	UI Holding Co.
US	TX2-339-385	05/19/88	P LH Backup & Restore	UI Holding Co.
US	TX2-339-386	05/19/88	P Local Host 3.1	UI Holding Co.
US	TX2-339-387	05/19/88	P Vectra RCC Special	UI Holding Co.
US	TX2-356-890	07/11/88	P, 6241B VCD SEQ/INSERTER 2.0 FOR SBT	UI Holding Co.
US	TX2-356-891	07/11/88	P,UICS 2.0.1 BASE OPERATOR	UI Holding Co.
US	TX2-366-354	07/13/88	UICS 1.3.1 BASE OPERATOR	UI Holding Co.
US	TX2-366-355	07/13/88	UICS 1.3.1 EMO BASE OPERATOR	UI Holding Co.
US	TX2-418-545	09/26/88	TDK Radial Lead to UICS Trans.	UI Holding Co.
US	TX2-418-546	09/26/88	SMC PGEN	UI Holding Co.
US	TX2-483-019	03/14/88	Univerasl Control Terminal II V. 1.0	UI Holding Co.
US	TX2-326-668	03/14/88	Universal Control Terminal II V. 1.0 REVC	UI Holding Co.

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US	TX2-506-940	02/10/89	P G.D. FT Worth Spec	UI Holding Co.
US	TX2-506-941	02/10/89	Power Failure/Memory Diagnostic	UI Holding Co.
US	TX2-506-942	02/10/89	Lockheed RCC Spec	UI Holding Co.
US	TX2-676-551	10/13/89	4715A TO 4715B Patt. Conv.	UI Holding Co.
US	TX2-685-122	10/13/89	E Matrix Tray Feeder	UI Holding Co.
US	TX2-844-869	05/24/90	Cimlink UX Graphical User Interface	UI Holding Co.
US	TX2-844-870	04/24/90	4621B Omniplace Tooling Optimization	UI Holding Co.
US	TX2-971-888	11/29/90	UIC 86721 Pattern Programming Utility	UI Holding Co.
US	TX2-971-889	11/29/90	6515 Offline Sequencer Generation Utility	UI Holding Co.
US	TX2-971-890	11/29/90	6515 Vari-Cell II Executive	UI Holding Co.
US	TX2-971-891	11/29/90	P 4621B Omniplace .Set Combine Utility	UI Holding Co.
US	TX-3-049-937	11/29/90	P,UICS 68 3.0 43033200	UI Holding Co.
US	TX3-229-209	10/25/91	4681A Universal Supervisor Operating System USOS	UI Holding Co.
US	TX3-310-503	05/05/92	6515A Vari-Cell II Executive	UI Holding Co.
US	TX3-344-904	06/17/92	PROM R.A.E.F.S. 4562A	UI Holding Co.
US	TX3-344-906	06/17/92	PROM R.A.M.T.F. 4555A	UI

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				Holding Co.
US	TX3-538-585	06/17/92	Solder Paste Expert System	UI Holding Co.
US	TX3-720-479	01/10/94	P FPB Lead Frame Attach - ATT	UI Holding Co.
US	TX3-720-480	01/10/94	P Fine Pitch Bonder C4 Special	UI Holding Co.
US	TX3-720-481	01/10/94	P Serial Debug Software	UI Holding Co.
US	TX3-720-482	01/10/94	Setup Program for UCT50 - Version 04	UI Holding Co.
US	TX3-720-483	01/10/94	P,UICS 1.3.2	UI Holding Co.
US	TX3-720-484	01/10/94	P,UICS 1.3.2EMO	UI Holding Co.
US	TX3-720-485	01/10/94	P Fine Pitch Bonder - DCA 4682B	UI Holding Co.
US	TX3-720-486	01/10/94	P FPB Calibration 4682B	UI Holding Co.
US	TX3-720-487	01/10/94	P Special 4682A FPB-RIT	UI Holding Co.
US	TX3-720-488	01/10/94	P,UICS 2.0.2	UI Holding Co.
US	TX3-720-489	01/10/94	Fine Pitch Bonder DCA/C4	UI Holding Co.
US	TX3-720-490	01/10/94	P Fine Pitch Bonder 4682B	UI Holding Co.
US	TX3-720-491	01/10/94	Prom R. A. E. F. S. 4564A	UI Holding Co.
US	TX3-720-492	01/10/94	Prom 4555A RAMTF	UI Holding

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				Co.
US	TX3-720-493	01/10/94	Prom 6241B Chain Driver	UI Holding Co.
US	TX3-857-995	08/10/94	P 7671A Advisor Software	UI Holding Co.
US	TX3-857-996	08/10/94	P Fine Pitch Bonder C4-HF	UI Holding Co.
US	TX3-928-389	08/10/94	Universal Translator	UI Holding Co.
US	TX3-928-390	08/10/94	Prom Dip Lead Sense	UI Holding Co.
US	TX3-996-640	01/12/95	Prom Dynapert VCD/G DSOF-581 Revision J	UI Holding Co.
US	TX4-049-002	06/07/95	Universal Platform Software	UI Holding Co.
US	TX4-068-417	06/07/95	P 7674A Smartprint Software	UI Holding Co.
US	TX4-068-418	06/07/95	P 7672A Solder Jet System	UI Holding Co.
US	TX4-158-687	10/19/95	P 7671A Advisor Software 2.0	UI Holding Co.
US	TX4-158-688	10/19/95	7674A Smartprint Software 2.0	UI Holding Co.
US	TX4-158-689	10/19/95	Pressure Calibration SW-32 Bit	UI Holding Co.
US	TX4-440-515	12/12/96	E, 5425B 8mm PItch Loader	UI Holding Co.
US	TX4-440-516	12/12/96	Prom, Serial Com	UI Holding Co.
US	TX4-440-517	12/12/96	E, 5425B 8mm Pitch Unloader	UI Holding Co.

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US	TX4-441-121	12/12/96	UPS NCC8 Special	UI Holding Co.
US	TX4-441-586	12/12/96	Prom, Serial Com (45293801_901)	UI Holding Co.
US	TX4-454-725	12/12/96	UPS AIS (R) 630 Special	UI Holding Co.
US	TX4-454-726	12/12/96	Universal Platform Software 2.0.0	UI Holding Co.
US	TX4-454-727	12/12/96	P, 7671A Advisor Software (3.0)	UI Holding Co.
US	TX4-454-728	12/12/96	Prom, Axis Control	UI Holding Co.
US	TX4-454-729	12/12/96	UPS OddForm PIn Feeder Special	UI Holding Co.
US	TX4-454-730	12/12/96	UPS C4 Pad Site Find Special	UI Holding Co.
US	TX4-454-731	12/12/96	Proms, Machine UCSM-G, Std & EL	UI Holding Co.
US	TX4-454-732	12/12/96	SW to Activate C4 Programming	UI Holding Co.
US	TX4-454-733	12/12/96	UPS Dual-Lane Board Handling Special	UI Holding Co.
US	TX4-829-305	07/17/98	Radial Tech Advisor SW – Trilingual (46769001)	UI Holding Co.
US	TX4-829-306	07/17/98	Radial Tech Advisor Demo Software – Trilingual (46206702)	UI Holding Co.
US	TX4-829-319	07/17/98	UPS Utility, OFA Feeder Configuration (47136101)	UI Holding Co.
US	TX4-829-320	07/17/98	Axial Tech Advisor Demo – VCD Sequencer (46872001)	UI Holding Co.

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US	TX4-829-321	07/17/98	UPS Bar Code Product Changeover Option (47439401)	UI Holding Co.
US	TX4-829-322	07/17/98	UPS Utility, Coplanarity Capture (46725401)	UI Holding Co.
US	TX4-829-323	07/17/98	Universal Platform Software – HSP (46901501) V1.0.0	UI Holding Co.
US	TX4-829-324	07/17/98	UPS GDM Dedicated Dual Dot Special (46902101)	UI Holding Co.
US	TX4-829-325	07/17/98	UPS OFS Product Merge Special (46684101)	UI Holding Co.
US	TX4-829-326	07/17/98	Tech Advisor – Axial Trilingual VCD Sequencer 5 (46563701)	UI Holding Co.
US	TX5-186-319	04/06/00	Radial Product Trainer 46563801	UI Holding Co.
US	TX5-186-320	04/06/00	IM Universal Platform Software V1.0.0 (46988902, 46988802, 46989902)	UI Holding Co.
US	TX5-186-321	04/06/00	Product Trainer – Operation (47674501, 47685201, 47798301, 47940301)	UI Holding Co.
US	TX5-186-322	04/06/00	Product Trainer VCD/SEQ 46674301A	UI Holding Co.
US	TX5-186-323	04/06/00	IM Universal Platform Software V2.0.0	UI Holding Co.
US	TX5-340-738	09/15/00	SM Universal Platform Software V4.0.0 47743901	UI Holding Co.
US	TX5-340-739	09/15/00	UPS+ Line Balancer 1.00.00 485399-01	UI Holding Co.
US	TX5-340-740	09/15/00	SW, IM Universal Platform Software SPG V1.0.0 48266501	UI Holding Co.
US	TX5-340-741	09/15/00	IMUPS SPG 2.1.0 484853-02	UI Holding Co.
US	TX5-340-742	09/15/00	IMUPS SPG 2.0.0 484853-01	UI

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				Holding Co.
US	TX5-340-743	09/15/00	IMUPS Radial Tall Component Special (2.1.0) 48335301	UI Holding Co.
US	TX5-340-744	09/15/00	SW, IM Universal Platform Software SPG V1.1.0 48266502	UI Holding Co.
US	TX5-340-745	09/15/00	SW, IM Universal Platform Software V2.3.0 47940504	UI Holding Co.
US	TX5-340-746	09/15/00	SW, IM Universal Platform Software V2.2.0 47940503	UI Holding Co.
US	TX5-340-747	09/15/00	SW, IM Universal Platform Software V2.1.0 47940502	UI Holding Co.
US	TX5-340-748	09/15/00	SW, IM-UPS V1.2.0 DHVCD 6292C/6298C 469889-03	UI Holding Co.
US	TX5-380-583	05/10/01	UPS-HSP V1.2.0 469015-03	UI Holding Co.
US	TX5-380-584	05/10/01	SM Universal Platform Software V4.2.0	UI Holding Co.
US	TX5-380-585	05/10/01	SM Universal Platform Software V3.4.0	UI Holding Co.
US	TX5-380-586	05/10/01	SM Universal Platform Software V4.1.0	UI Holding Co.
US	TX5-380-587	05/10/01	IMUPS .100" Span Jumper Wire (211)	UI Holding Co.
US	TX5-380-588	05/10/01	IMUPS Gate Delay (220) Special	UI Holding Co.
US	TX5-380-589	05/10/01	IM UPS V3.0.0	UI Holding Co.
US	TX5-380-590	05/10/01	IM UPS V2.5.0	UI Holding Co.
US	TX5-380-591	05/10/01	IMUPS V2.4.0	UI Holding

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				Co.
US	TX5-380-592	05/10/01	Universal Q&R FMECA Database 48871001	UI Holding Co.
US	TX5-400-937	09/15/01	IM Universal Platform Software Radial Lead 6380A/88A/89A V1.2.0 469899-03	UI Holding Co.
US	TX5-506-272	05/10/01	Universal Electronic LogBook 48768501	UI Holding Co.
US	TX5-638-993	12/06/02	Polaris ™ V2.3.0 493362-04	UI Holding Co.
US	TX5-638-994	12/06/02	Polaris ™ V3.1.0 496436-02	UI Holding Co.
US	TX5-638-995	12/06/02	DPO - Dimensions Programming & Optimization V1.00.00 494745-01	UI Holding Co.
US	TX5-638-996	12/06/02	Polaris ™ V2.2.0 493362-03	UI Holding Co.
US	TX5-645-619	12/06/02	Polaris ™ V2.0.0 493362-01	UI Holding Co.
US	TX5-645-620	12/06/02	Polaris ™ Seimens Special, Version 1.0 496149-01	UI Holding Co.
US	TX5-645-621	12/06/02	Polaris ™ Seimens Special, Version 1.2 496149-03	UI Holding Co.
US	TX5-645-622	12/06/02	Polaris ™ V1.0.0 490358-01	UI Holding Co.
US	TX5-645-623	12/06/02	Polaris ™ V1.1.0 490356-05	UI Holding Co.
US	TX5-645-624	12/06/02	Polaris ™ V3.0.0 496346-01	UI Holding Co.
US	TX5-645-625	12/06/02	IM-UPS V2.0.1 Incr Inst Area Special	UI Holding Co.
US	TX5-645-626	12/06/02	SM UPS Bar Code Product Changeover V3.2.0 48265303	UI Holding Co.

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US	TX5-647-997	12/06/02	UPS+ V1.00.00 477438-05	UI Holding Co.
US	TX5-647-998	12/06/02	Polaris ™ LP (Label Placement) V1.0.0	UI Holding Co.
US	TX5-647-999	12/06/02	Polaris ™ V1.0.0 MTL (Matrix Tray Loader) Special	UI Holding Co.
US	TX5-648-000	12/06/02	Polaris ™ V1.0.0 MP (Multi Process)	UI Holding Co.
US	TX5-648-001	12/06/02	Polaris ™ V2.1.0	UI Holding Co.
US	TX5-654-064	12/06/02	SM UPS V4.3.0 499438-04	UI Holding Co.
US	TX5-654-065	12/06/02	License Manager V1.00.00 496708-01	UI Holding Co.
US	TX5-654-066	12/06/02	IM-UPS V3.1.0 489679-02	UI Holding Co.
US	TX5-654-067	12/06/02	Polaris ™ V1.1.0 MP (Multi Process) 496512-02	UI Holding Co.
US	TX5-657-695	12/06/02	SM UPS V4.4.0	UI Holding Co.
US	TX5-746-554	04/08/03	IM Universal Platform Software Version 4.0.0 - 498984-01	UI Holding Co.
US	TX5-746-555	04/08/03	SW, Polaris(R) Version 3.3.0 - 49634605	UI Holding Co.
US	TX5-746-556	04/08/03	SW, Polaris(R) Core 1.0.0 - 49976601	UI Holding Co.
US	TX5-746-557	04/08/03	SW, Custom - Delphi Passivation 1.0.0 - 49977001	UI Holding Co.
US	TX5-746-558	04/08/03	SW, Custom - Delphi Cover Place 1.0.0 - 49976901	UI Holding Co.
US	TX5-746-559	04/08/03	SW, UPS+ 2.02.00 - 492823 03	UI

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				Holding Co.
US	TX5-746-560	04/08/03	SW, UPS+ 2.01.00 - 492823 02	UI Holding Co.
US	TX5-746-561	04/08/03	SW, Polaris(R) Siemens Special V1.3.0 - 49614904	UI Holding Co.
US	TX5-746-562	04/08/03	SW, UPS+ 2.00.03 - 492823 01 Rev C	UI Holding Co.
US	TX5-746-563	04/08/03	SW, Polaris(R) Core 1.1.0 - 49976602	UI Holding Co.
US	TX5-827-367	08/25/03	SW, LICENSE MANAGER V2.0 49810401	UI Holding Co.
US	TX5-827-368	08/25/03	SW, UPS+ 2.4.00 - 492823 05	UI Holding Co.
US	TX5-827-369	08/25/03	SW, UPS+ 2.03.00 - 492823 04	UI Holding Co.
US	TX5-827-370	08/25/03	SW, LICENSE MANAGER V2.2 49810403	UI Holding Co.
US	TX5-827-371	08/25/03	SW, LICENSE MANAGER V2.1 49810402	UI Holding Co.
US	TX5-864-811	06/25/03	Product Trainer: 4795 Series HSP - Operation Single PC & Network - 49284901 & 49285001	UI Holding Co.
US	TX5-864-812	06/25/03	SW, Polaris Core 1.3.0 49976604	UI Holding Co.
US	TX5-864-813	06/25/03	SW, Change Over Control (COC) V1.00.00 50001301	UI Holding Co.
US	TX5-864-814	06/25/03	SW, DPO Version 2.02.00 49653703	UI Holding Co.
US	TX5-864-815	06/25/03	SW, Custom - Delphi Substrate Adhesive 1.0.0 50092801	UI Holding Co.
US	TX5-864-816	06/25/03	SW, DMM Version 2.00.00 49749001	UI Holding

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				Co.
US	TX5-864-817	06/25/03	SW, Dimensions Data Mgmt (DPO) Version 1.00.00 49921501 SW, Dimensions Data Mgmt (Server) 1.00.00 49748901	UI Holding Co.
US	TX5-864-818	06/25/03	SW, Custom - Delphi Die Place 1.0.9 50094401	UI Holding Co.
US	TX5-864-819	06/25/03	SW, Custom - Delphi Substrate Place 1.0.0 50094201	UI Holding Co.
US	TX5-864-820	06/25/03	SW, Custom - Delphi Die Adhesive 1.0.0 50094301	UI Holding Co.
US	TX5-876-726	11/10/03	SW, Custom - Infineon 1.0.0 50216001	UI Holding Co.
US	TX5-876-727	11/10/03	SW, Custom - TRW 1.0.0 50215901	UI Holding Co.
US	TX5-876-728	11/10/03	SW, Polaris Special EBV 1.0.0 50216801	UI Holding Co.
US	TX5-876-729	11/10/03	SW, Custom - Delphi Cover Place 1.0.2 49976903	UI Holding Co.
US	TX5-876-730	11/10/03	SW, Polaris Core 1.5.0 50185601	UI Holding Co.
US	TX5-895-230	11/28/03	Safety Module: Machine Operation GSM Operation, Version 1.0.0 498211-01	UI Holding Co.
US	TX5-895-231	11/28/03	SW, VRM Diagnostics 4.1 49800802	UI Holding Co.
US	TX5-895-232	11/28/03	Product Trainer Radial 8XT-Operation Single PC 49327201	UI Holding Co.
US	TX5-895-233	11/28/03	SW, VRM Diagnostics 4.0 49800801	UI Holding Co.
US	TX5-895-226	11/28/03	Motion Control Diagnotics (MCD) V1.2.1 494820-03 Rev A, Chip2MF Motion Board SW V1.4.0 501067-05, Advantis Motion Board SW V1.1.0 501068-02, Advantis SES/TU Files	UI Holding Co.

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			V1.1.0 501458-02, Genesis MF SES/TU Files V1.1.0 501106-02,	
US	TX5-895-227	11/28/03	Motion Control Diagnotics (MCD) V1.1.0 494820-02, Chip2MF Motion Board SW V1.1.0 501067-02, Advantis Motion Board SW V1.1.0 501068-02, Advantis SES/TU Files V1.0.0 501458-01, Genesis MF SES/TU Files V1.0.0 501106-01,	UI Holding Co.
US	TX5-895-228	11/28/03	SW, Motion Control Diagnotics (MCD) V1.0.0 494820-01 SW, Advantis Motion Board SW V1.0.0 (Data Files) 501068-01 SW, Chip2MF Motion Board SW V1.0.0 (Data Files) 501067-01 SW, Genesis MF SES/TU Files V1.0.0 (Data Files) 501106-01	UI Holding Co.
US	TX5-967-242	11/10/03	SW, Polaris Under Product Screwdriving 1.0.0 50185701	Universal Instruments Corporation
US	TX5-967-243	11/10/03	SW, Polaris Core 1.4.0 50185501	Universal Instruments Corporation
US	TX6-072-074	11/16/04	Motion Control Diagnotics (MCD) V1.2.1 494820-03A, Chip2MF Motion Board SW V1.5.0 501067-06, Advantis Motion Board SW V1.1.0 501068-02, Advantis SES/TUN Files V1.1.0 501458-02, Genesis MF SES/TUN Files V1.1.0 501106-02,	Universal Instruments Corporation
US	TX6-072-075	11/16/04	Motion Control Diagnotics (MCD) V1.3.0 494820-04, Chip2MF Motion Board SW V1.6.0 501067-07, Advantis Motion Board SW V1.3.0 501068-04, Advantis SES/TUN Files V1.2.0 501458-03, Genesis MF SES/TUN Files V1.1.0 501106-02,	Universal Instruments Corporation
US	TX6-072-076	11/16/04	SW, Motion DIA Package for MCD V1.9.0 50121510	Universal

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				Instruments Corporation
US	TX6-072-077	11/16/04	SW, SM UPS+ Version 2.7.0	Universal Instruments Corporation
US	TX6-072-078	11/16/04	SW, DPO Version 2.08.00 49653709	Universal Instruments Corporation
US	TX6-072-079	11/16/04	SW, DPO Version 2.06.00 49653707	Universal Instruments Corporation
US	TX6-072-080	11/16/04	SW, DPO Version 2.03.00 49653704	Universal Instruments Corporation
US	TX6-072-081	11/16/04	SW, Line Control Application V1.0.0 50394801	Universal Instruments Corporation
US	TX6-072-082	11/16/04	SW, VRM Diagnostics for PHI (HSC) 50375001	Universal Instruments Corporation
US	TX6-072-273	11/16/04	Motion Control Diagnotics (MCD) V1.2.1 494820-03A, Chip2MF Motion Board SW V1.5.0 501067-06, Advantis Motion Board SW V1.2.0 501068-03, Advantis SES/TUN Files V1.2.0 501458-03, Genesis MF SES/TUN	Universal Instruments Corporation

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			Files V1.1.0 501106-02,	
US	TX6-072-274	11/16/04	SW, Motion DIA Package for MCD V1.7.0 50121508	Universal Instruments Corporation
US	TX6-072-473	11/16/04	SW, SM UPS+ Version 5.0.0 49750001	Universal Instruments Corporation
US	TX6-072-474	11/16/04	SW, LICENSE MANAGER V2.4 49810405	Universal Instruments Corporation
US	TX6-072-475	11/16/04	SW, LICENSE MANAGER V2.5 49810406	Universal Instruments Corporation
US	TX6-072-476	11/16/04	SW, ADV w/HSC VRM Diag (PHI) V3.1.0 50499502	Universal Instruments Corporation
US	TX6-072-477	11/16/04	SW, Dimensions Product Manager V100 501850 01, SW, DPM Server V100 504029 01	Universal Instruments Corporation
US	TX6-072-478	11/16/04	SW, DMM Version 2.01.00 497490 02	Universal Instruments Corporation

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US	TX6-072-479	11/16/04	SW, Motion Diagnostic Package V5.0.0 50167703	Universal Instruments Corporation
US	TX6-072-480	11/16/04	SW, Motion Diagnostic Package V5.1.0 50167704	Universal Instruments Corporation
US	TX6-072-481	11/16/04	SW, VRM DIA for PHI for Advantis w/HSC V1.0 50421701	Universal Instruments Corporation
US	TX6-072-482	11/16/04	SW, Motion DIA Package for MCD V1.8.0 50121509	Universal Instruments Corporation
US	TX6-072-707	11/16/04	SW, Advanced Motion Control V1.2.0 49812703	Universal Instruments Corporation
US	TX6-072-708	11/16/04	SW, MBS Genesis V1.8.0 50106709	Universal Instruments Corporation
US	TX6-072-709	11/16/04	SW, LICENSE MANAGER V2.6 49810407	Universal Instruments Corporation
US	TX6-087-680	11/16/04	SW, SM UPS+ Version 2.5.0	Universal Instruments

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REEL: 003674 FRAME: 0222

				Corporation
US	TX6-087-681	11/16/04	SW, DPO Version 2.07.00 49653708	Universal Instruments Corporation
US	TX6-087-682	11/16/04	SW, SM UPS+ Version 2.6.0	Universal Instruments Corporation
US	TX6-087-683	11/16/04	SW, SM UPS+ Version 2.8.0	Universal Instruments Corporation
US	TX6-087-684	11/16/04	SW, LICENSE MANAGER V2.3 49810404	Universal Instruments Corporation
US	TX6-087-685	11/16/04	SW, MBS Advantis V1.6.0 50106807	Universal Instruments Corporation
US	TX6-087-686	11/16/04	SW, Dimensions Data Mgmt (DPO) Version 2.00.00 50267901 01 SW, Dimensions Data Mgmt (Server) 2.000.00 501853 01	Universal Instruments Corporation
US	TX6-087-687	11/16/04	SW, Dimensions Data Mgmt (DPO) Version 1.01.00 49921502 SW, Dimensions Data Mgmt (Server) 1.01.00 49748902	Universal Instruments Corporation
US	TX6-176-415	05/23/05	SW, Motion Brd Genesis V2.0.0 50643001	Universal

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REEL: 003674 FRAME: 0223

				Instruments Corporation
US	TX6-176-416	05/23/05	SW, IMUPS 5.0.0 50696801	Universal Instruments Corporation
US	TX6-176-417	05/23/05	MBS, Genesis w/HSC V2.1.0 50642902	Universal Instruments Corporation
US	TX6-183-427	05/23/05	CD, DPTF Controller Flash SW, V2.1.0 50459502	Universal Instruments Corporation
US	TX6-183-747	05/23/05	SW, License Manager V2.7 49810408	Universal Instruments Corporation
US	TX6-183-748	05/23/05	SW, Genesis Advance Motion Ctrl V1.3.0 49812704	Universal Instruments Corporation
US	TX6-183-749	05/23/05	SW, IMUPS 4.2.0 49898403	Universal Instruments Corporation
US	TX6-183-750	05/23/05	SW, SM UPS+ Version 6.0.0 50388301	Universal Instruments Corporation

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US	TX6-183-751	05/23/05	SW, Line Control Application V1.1.0 50394802	Universal Instruments Corporation
US	TX6-183-752	05/23/05	UPS+ ValOptSim V1.0.0 50474701	Universal Instruments Corporation
US	TX6-183-753	05/23/05	SW, Motion Brd Advantis, Adv w/HSC V2.0.0 50642701	Universal Instruments Corporation
US	TX6-183-754	05/23/05	SW, Motion Brd Advantis, Adv w/HSC V2.1.0 50642702	Universal Instruments Corporation
US	TX6-183-755	05/23/05	MBS, Advantis, Advantis HSC V2.2.0 50642703, MBS Genesis w/HSC V2.2.0 50642903, MBS, Genesis V2.2.0 50643003	Universal Instruments Corporation
US	TX6-255-251	11/01/05	SW, License Manager V2.8	Universal Instruments Corporation
US	TX6-255-252	11/01/05	SM UPS+ Version 6.1.0	Universal Instruments Corporation
US	TX6-255-253	11/01/05	50642705 SW, Motion Brd Advantis, ADV w/HSC V2.4.0, 50642905 SW, Motion Brd Genesis w/HSC V2.4.0, 50643005 SW, Motion Brd Genesis	Universal Instruments

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			V2.4.0	Corporation
US	TX6-255-254	11/01/05	50642706RevA SW, Motion Brd Advantis, ADV w/HSC V2.5.0, 50642906RevA SW, Motion Brd Genesis w/HSC V2.5.0, 50643006RevA SW, Motion Brd Genesis V2.5.0	Universal Instruments Corporation
US	TX6-267-251	11/01/05	CD, License Manager V2.9	Universal Instruments Corporation
US	TX6-267-252	11/01/05	SW, Line Control Application V1.1.0	Universal Instruments Corporation
US	TX6-267-253	11/01/05	SW, Genesis/ADV w/HSC VRM DIAG PHI V3.4.0	Universal Instruments Corporation
US	TX6-334-692	05/23/05	SW, ADV w/HSC VRM Diag(PHI) V3.2.0 50499503	Universal Instruments Corporation

Copyright/Mask Work Pending Registration Applications

Country	Serial No.	Filing Date	Author(s)	Title

NONE

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Item B. Copyright/Mask Work Licenses (including an indication of exclusive Licenses for U.S. registered Copyrights)

Country or Territory	Copyright	Licensor	Licensee	Effective Date	Expiration Date
NONE					

TRADEMARK
REEL: 003674 FRAME: 0227

SCHEDULE VI
to Security Agreement

Written Claims in Respect of Owned Intellectual Property

Universal Instruments Corporation, Hover-Davis, Inc. and Vitronics Soltec Corporation may be subject to customary terms and conditions with certain customers and under certain customer agreements which provisions reference ownership of Trade Rights by customers or Trade Rights specifically developed for such customers.

Universal Instruments Corporation:

Georgia Tech Software License is expired as to term but contains an ongoing perpetual license.

The supplier agreement dated January 1, 2003 by and between Universal Instruments Corporation and Tyco Electronics Corporation provides that Intellectual Property (as defined in the supplier agreement) conceived jointly by the parties or conceived by one party making substantial use of information of the other party shall be owned equally by both parties.

Hover-Davis:

Hover-Davis, Inc. purchases controller boards with embedded software which are used in Hover-Davis' Direct Die Feeder, which were developed by Jeff Koopman, owner of California Robotics. Mr. Koopman was an independent contractor with Hover-Davis, Inc. Mr. Koopman and/or California Robotics owns the design and software.

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SCHEDULE VII
to Security Agreement

Possible Infringement of Grantor's Intellectual Property

Vitronics Soltec Corporation:

Koki Tec Corp. has allegedly copied VS Holding Co. and its Subsidiaries' technology for multiwave soldering nozzle design, including by the infringement of German Patent No. 202209717 and U.S. Patent No. 6,655,574, each owned by Vitronics Soltec B.V. This matter is under review by VS Holding Co. and its Subsidiaries and their patent attorneys. The patent attorneys have requested that VS Holding Co. and its Subsidiaries provide additional information to support a written demand to cease distribution in Germany and the US by Koki Tec Corp. Because Koki Tec Corp. is not a major distributor in Germany or the US at this time, VS Holding Co. and its Subsidiaries have not pursued any action against Koki Tec Corp. Koki Tec Corp. distributes its product in Japan, however, VS Holding Co. and its Subsidiaries does not have protection in Japan with respect to distribution of this technology.

Technical Devices Company is importing a Chinese made machine that is a potentially 90% replica of the XPM reflow soldering machine. This matter is being internally reviewed, and has not yet been referred to outside patent attorneys. VS Holding Co. and its Subsidiaries have patented certain subsystems within the reflow soldering machine. In order to determine if Technical Devices is infringing on patented technology, VS Holding Co. and its Subsidiaries need additional information, such as the ability to look at the Technical Devices' machine, or marketing materials. At this time, VS Holding Co. and its Subsidiaries have examined the machine only through pictures on a website.

ERSA, GmbH has incorporated an automated inspection subsystem within selective soldering machines. The press release and marketing statements resemble an invention patented in the Netherlands and a pending patent in the US and Germany by Vitronics Soltec B.V... Vitronics Soltec B.V. believes that ERSA may be infringing upon the following: United Kingdom Patent No. GB2397791B, titled "Apparatus and method for corrective soldering," Holland Patent No. 1,022,515, titled "Inrichting en werkwijze voor correctief solderen," U.S. Patent Application Serial No. 10/763,420, titled "Apparatus and method for corrective soldering," and German Patent Application No. 20040042799, titled "Correctief solderen." This matter is being internally reviewed, and has not yet been referred to outside patent attorneys.

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REEL: 003674 FRAME: 0229

EXHIBIT A
to Security Agreement

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of _____ __, 200_ (this "Agreement"), is made by [NAME OF GRANTOR], a _____ _____ (the "Grantor"), in favor of MORGAN STANLEY SENIOR FUNDING, INC., as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to a Credit Agreement, dated as of November 6, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among VS ACQUISITION HOLDING CO., a Delaware corporation ("VS Parent Guarantor"), UI ACQUISITION HOLDING CO. ("UI Parent Guarantor," together with VS Parent Guarantor, the "Parent Guarantors"), VS HOLDING CO., a Delaware corporation ("VS Company"), UI HOLDING CO., a Delaware corporation ("UI Company," together with VS Company, the "Borrowers"), the financial institutions from time to time party thereto as lenders (the "Lenders") and the Administrative Agent, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement in favor of the Administrative Agent, dated as of November 6, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest throughout the world,

TRADEMARK
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whether now or hereafter existing or acquired by the Grantor, in and to the following (Patent Collateral"):

(a) inventions and discoveries, whether patentable or not, all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing, including all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, including all patents issued by, or patent applications filed with, the United States Patent and Trademark Office or any patent office anywhere in the world ("Patents"), including each Patent and Patent application referred to in Item A of Schedule I;

(b) all licenses and other agreements for the grant by or to the Grantor of any rights under or interest in any Patent (each a "Patent License"), including each Patent License referred to in Item B of Schedule I;

(c) the right to sue third parties for past, present and future infringements of any Patent or Patent application, and for breach or enforcement of any Patent License; and

(d) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Patent Collateral shall not include those items set forth in clauses (i) through (v) of Section 2.1 of the Security Agreement.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Patent Collateral with the United States Patent and Trademark Office and any patent office anywhere in the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Patent Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Patent Collateral (in the case of clause (i)) or (B) all Patent Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Administrative Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Patent Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security

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Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile (or other electronic transmission) shall be effective as delivery of a manually executed counterpart of this Agreement.

* * * * *

TRADEMARK
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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

[NAME OF GRANTOR]

By: _____
Name:
Title:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Administrative Agent

By: _____
Name:
Title:

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SCHEDULE I
to Patent Security Agreement

Item A. Patents

Issued Patents

Country	Patent No.	Issue Date	Inventor(s)	Title

Pending Patent Applications

Country	Serial No.	Filing Date	Inventor(s)	Title

Item B. Patent Licenses

Country or Territory	Patent	Licensor	Licensee	Effective Date	Expiration Date

TRADEMARK
REEL: 003674 FRAME: 0234

EXHIBIT B
to Security Agreement

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of _____ __, 200_ (this "Agreement"), is made by [NAME OF GRANTOR], a _____ _____ (the "Grantor"), in favor of MORGAN STANLEY SENIOR FUNDING, INC., as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of November 6, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among VS ACQUISITION HOLDING CO., a Delaware corporation ("VS Parent Guarantor"), UI ACQUISITION HOLDING CO. ("UI Parent Guarantor," together with VS Parent Guarantor, the "Parent Guarantors"), VS HOLDING CO., a Delaware corporation ("VS Company"), UI HOLDING CO., a Delaware corporation ("UI Company," together with VS Company, the "Borrowers"), the financial institutions from time to time party thereto as lenders (the "Lenders") and the Administrative Agent, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement in favor of the Administrative Agent, dated as of November 6, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest throughout the world,

whether now or hereafter existing or acquired by the Grantor, in and to the following (the "Trademark Collateral"):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, throughout the world, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any trademark office anywhere in the world, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as "Trademarks"), including those Trademarks referred to in Item A of Schedule I;

(b) all licenses and other agreements for the grant by or to the Grantor of any rights under or interest in any Trademark (each a "Trademark License"), including each Trademark License referred to in Item B of Schedule I;

(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a) and, to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) and, to the extent applicable, clause (b) or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Trademark Collateral shall not include those items set forth in clauses (i) through (v) of Section 2.1 of the Security Agreement.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and any trademark office anywhere in the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of

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clause (ii)). Upon any such Disposition or termination, the Administrative Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile (or other electronic transmission) shall be effective as delivery of a manually executed counterpart of this Agreement.

* * * * *

TRADEMARK
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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

[NAME OF GRANTOR]

By: _____
Name:
Title:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Administrative Agent

By: _____
Name:
Title:

TRADEMARK
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SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

Country	Trademark	Registration No.	Registration Date

Pending Trademark Applications

Country	Trademark	Serial No.	Filing Date

Item B. Trademark Licenses

Country or Territory	Trademark	Licensor	Licensee	Effective Date	Expiration Date

TRADEMARK
REEL: 003674 FRAME: 0239

EXHIBIT C
to Security Agreement

COPYRIGHT SECURITY AGREEMENT

This COPYRIGHT SECURITY AGREEMENT, dated as of _____ __, 200_ (this "Agreement"), is made by [NAME OF GRANTOR], a _____ _____ (the "Grantor"), in favor of MORGAN STANLEY SENIOR FUNDING, INC., as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to a Credit Agreement, dated as of November 6, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among VS ACQUISITION HOLDING CO., a Delaware corporation ("VS Parent Guarantor"), UI ACQUISITION HOLDING CO. ("UI Parent Guarantor," together with VS Parent Guarantor, the "Parent Guarantors"), VS HOLDING CO., a Delaware corporation ("VS Company"), UI HOLDING CO., a Delaware corporation ("UI Company," together with VS Company, the "Borrowers"), the financial institutions from time to time party thereto as lenders (the "Lenders") and the Administrative Agent, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement in favor of Administrative Agent, dated as of November 6, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Copyright Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest throughout the world,

TRADEMARK
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whether now or hereafter existing or acquired by the Grantor, in and to the following (the "Copyright Collateral"):

(a) all copyrights, registered or unregistered and whether published or unpublished, now or hereafter in force throughout the world including copyrights registered or applied for in the United States Copyright Office or in any copyright office anywhere in the world, and registrations and recordings thereof and all applications for registration thereof and all extensions and renewals of the foregoing ("Copyrights"), including the Copyrights which are the subject of a registration or application referred to in Item A of Schedule I;

(b) all express or implied licenses and other agreements for the grant by or to the Grantor of any rights under or interests in any Copyrights (each a "Copyright License"), including each Copyright License referred to in Item B of Schedule I;

(c) the right to sue for past, present and future infringements of any of the Copyrights owned by the Grantor, and for breach or enforcement of any Copyright License and all extensions and renewals of any thereof; and

(d) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Copyright Collateral shall not include those items set forth in clauses (i) through (v) of Section 2.1 of the Security Agreement.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Copyright Collateral with the United States Copyright Office and any copyright office anywhere in the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Copyright Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Copyright Collateral (in the case of clause (i)) or (B) all Copyright Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Administrative Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Copyright Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Copyright Collateral granted hereby are more fully set forth in the Security

TRADEMARK
REEL: 003674 FRAME: 0241

Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * * *

TRADEMARK
REEL: 003674 FRAME: 0242

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

[NAME OF GRANTOR]

By: _____
Name:
Title:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Administrative Agent

By: _____
Name:
Title:

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SCHEDULE I
to Copyright Security Agreement

Item A. Copyrights/Mask Works

Registered Copyrights/Mask Works

Country	Registration No.	Registration Date	Author(s)	Title

Copyright/Mask Work Pending Registration Applications

Country	Serial No.	Filing Date	Author(s)	Title

Item B. Copyright/Mask Work Licenses (including an indication of exclusive Licenses for U.S. registered Copyrights)

Country or Territory	Copyright	Licensor	Licensee	Effective Date	Expiration Date

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REEL: 003674 FRAME: 0244

ANNEX I
to Security Agreement

SUPPLEMENT TO
PLEDGE AND SECURITY AGREEMENT

This SUPPLEMENT, dated as of _____ ___, _____ (this "Supplement"), is to the Pledge and Security Agreement, dated as of November 6, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"), among the Grantors (such term, and other terms used in this Supplement, to have the meanings set forth in Article I of the Security Agreement) from time to time party thereto, in favor of MORGAN STANLEY SENIOR FUNDING, INC., as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to a Credit Agreement, dated as of November 6, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among VS ACQUISITION HOLDING CO., a Delaware corporation ("VS Parent Guarantor"), UI ACQUISITION HOLDING CO. ("UI Parent Guarantor," together with VS Parent Guarantor, the "Parent Guarantors"), VS HOLDING CO., a Delaware corporation ("VS Company"), UI HOLDING CO., a Delaware corporation ("UI Company," together with VS Company, the "Borrowers"), the financial institutions from time to time party thereto as lenders (the "Lenders") and the Administrative Agent, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrowers;

WHEREAS, pursuant to the provisions of Section 7.6 of the Security Agreement, each of the undersigned is becoming a Grantor under the Security Agreement; and

WHEREAS, each of the undersigned desires to become a "Grantor" under the Security Agreement in order to induce the Secured Parties to continue to extend Loans and issue Letters of Credit under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the undersigned agrees, for the benefit of each Secured Party, as follows.

SECTION 8. Party to Security Agreement, etc. In accordance with the terms of the Security Agreement, by its signature below each of the undersigned hereby irrevocably agrees to become a Grantor under the Security Agreement with the same force and effect as if it were an original signatory thereto and each of the undersigned hereby (a) agrees to be bound by and comply with all of the terms and provisions of the Security Agreement applicable to it as a Grantor and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct as of the date hereof, unless stated to relate solely to an earlier date, in which case such representations and warranties shall be true and correct as of

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such earlier date. In furtherance of the foregoing, each reference to a "Grantor" and/or "Grantors" in the Security Agreement shall be deemed to include each of the undersigned.

SECTION 9. Schedules. Each of the undersigned Grantors hereby authorizes the Administrative Agent to add the information set forth on the Schedules to this Supplement to the correlative Schedules attached to the Security Agreement.

SECTION 10. Representations. Each of the undersigned Grantor hereby represents and warrants that this Supplement has been duly authorized, executed and delivered by it and that this Supplement and the Security Agreement constitute the legal, valid and binding obligation of each of the undersigned, enforceable against it in accordance with its terms.

SECTION 11. Full Force of Security Agreement. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect in accordance with its terms.

SECTION 12. Severability. Wherever possible each provision of this Supplement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Supplement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Supplement or the Security Agreement.

SECTION 13. Governing Law, Entire Agreement, etc. THIS SUPPLEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING FOR SUCH PURPOSE SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK). This Supplement and the other Loan Documents constitute the entire understanding among the parties hereto with respect to the subject matter thereof and supersede any prior agreements, written or oral, with respect thereto.

SECTION 14. Counterparts. This Supplement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Supplement by facsimile (or other electronic transmission) shall be effective as delivery of a manually executed counterpart of this Supplement.

* * * * *

TRADEMARK
REEL: 003674 FRAME: 0247

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

[NAME OF ADDITIONAL SUBSIDIARY]

By: _____
Name:
Title:

[NAME OF ADDITIONAL SUBSIDIARY]

By: _____
Name:
Title:

ACCEPTED AND AGREED FOR ITSELF
AND ON BEHALF OF THE SECURED PARTIES:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Administrative Agent

By: _____
Name:
Title:

TRADEMARK
REEL: 003674 FRAME: 0248

[COPY SCHEDULES FROM SECURITY AGREEMENT]

TRADEMARK
RECORDED: 12/07/2007 REEL: 003674 FRAME: 0249