

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BRPP, LCC		12/14/2007	LIMITED LIABILITY COMPANY:

**RECEIVING PARTY DATA**

<b>Name:</b>	Credit Suisse, Sydney Branch, as Security Agent
<b>Street Address:</b>	Level 41, 101 Collins Street
<b>City:</b>	Melbourne VIC
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	3000
<b>Entity Type:</b>	Bank:

**PROPERTY NUMBERS Total: 26**

Property Type	Number	Word Mark
Registration Number:	1650116	BUFF NE'ER TEAR
Registration Number:	0553317	FOLDUR
Registration Number:	1551856	KEYSTONE
Registration Number:	0781426	SKYLAND
Registration Number:	3191793	SLIMPAK
Registration Number:	1004791	SUNBURST
Registration Number:	0339420	SUNTAN
Registration Number:	2556385	OUTLOOK
Registration Number:	2963816	OVENCHAMP
Registration Number:	1824392	CRUSH-PAK
Registration Number:	1367551	DAIRYPAK
Registration Number:	1437345	VITASAVER
Registration Number:	2559595	VITALOK
Registration Number:	2665661	BLUE RIDGE

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Registration Number:	2614864	
Registration Number:	2728786	DAZZLEPAK
Registration Number:	2506840	RAPIER
Registration Number:	2743531	BLUE RIDGE SEASONS
Registration Number:	2857206	REFLEXION
Registration Number:	3237794	THER MAX
Serial Number:	78650061	PINNACLE
Serial Number:	78650077	PALISADE
Serial Number:	78650086	PARAMOUNT
Serial Number:	78745692	KWIKSIP
Serial Number:	78772855	XTREME
Serial Number:	78798760	KWIKZIP

**CORRESPONDENCE DATA**

Fax Number: (866)826-5420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 3016380511  
Email: ipresearchplus@comcast.net  
Correspondent Name: IP Research Plus, Inc.  
Address Line 1: 21 Tadcaster Circle  
Address Line 2: Attn: Penelope J.A. Agodoa  
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER: 32492

**DOMESTIC REPRESENTATIVE**

Name: Credit Suisse  
Address Line 1: 11 Madison Avenue  
Address Line 4: New York, NEW YORK 10010

NAME OF SUBMITTER: Penelope J.A. Agodoa

Signature: /pja/

Date: 12/31/2007

Total Attachments: 121  
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Designated Domestic Representative

Credit Suisse  
11 Madison Avenue  
New York, NY 10010

## EXECUTION COPY

SUPPLEMENT NO. 2 (this "*Supplement*") dated as of December 14, 2007 to the U.S. Collateral Agreement dated as of December 18, 2006 (the "*Collateral Agreement*"), among EVERGREEN PACKAGING INC., a Delaware corporation (the "*U.S. Borrower*"), the U.S. Subsidiaries from time to time party thereto and CREDIT SUISSE, SYDNEY BRANCH (together with its affiliates, "*Credit Suisse*"), as security agent (in such capacity, the "*Security Agent*") for the Finance Parties.

A. Reference is made to the Multi-Option Facility Agreement dated December 18, 2006 (as amended, supplemented or otherwise modified from time to time, the "*Facility Agreement*"), among the U.S. Borrower, the Parent, the Australian Borrower, the Lenders from time to time party thereto and Credit Suisse, as Facility Agent and as Security Agent.

B. Each capitalized term used but not defined herein shall have the meaning assigned to it in the Facility Agreement and the Collateral Agreement.

C. The Grantors have entered into the Collateral Agreement in order to induce the Lenders to make Drawings. Section 5.14 of the Collateral Agreement provides that additional U.S. Subsidiaries of the Parent may become Grantors under the Collateral Agreement by execution and delivery of an instrument in the form of this Supplement. Each undersigned U.S. Subsidiary (each a "*New U.S. Subsidiary*") is executing this Supplement in accordance with the requirements of the Facility Agreement and the Collateral Agreement to become a Grantor under the Collateral Agreement in order to induce the Lenders to make additional Drawings and as consideration for Drawings previously made.

Accordingly, the Security Agent and each New U.S. Subsidiary agree as follows:

SECTION 1. In accordance with Section 5.14 of the Agreement, each New U.S. Subsidiary by its signature below becomes a Grantor under the Collateral Agreement with the same force and effect as if originally named therein as a Grantor and each New U.S. Subsidiary hereby (a) agrees to all the terms and provisions of the Collateral Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, each New U.S. Subsidiary, as security for the payment and performance in full of the Obligations, does hereby create and grant to the Security Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of such New U.S. Subsidiary's right, title and interest in and to the Collateral of such New U.S. Subsidiary to the extent provided in the Collateral Agreement. Each reference to a "Grantor" in the Collateral Agreement shall be deemed to include each New U.S. Subsidiary. The Collateral Agreement is hereby incorporated herein by reference.

SECTION 2. Each New U.S. Subsidiary represents and warrants to the Security Agent and the other Secured Parties that this Supplement has been duly authorized, executed and

**CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY**

I, Guy Lethbridge of Wellington, solicitor, certify that:

- (a) by deed dated 13 December 2007, Credit Suisse, Sydney Branch ("Appointor"), having its registered office at Sydney, appointed me the Appointor's attorney on the terms, and subject to the conditions, set out in that deed; and
- (b) at the date of this certificate, I have not received any notice or information of the revocation of that appointment by the dissolution of the Appointor or otherwise.

**DATED:** 13 December 2007

**SIGNED:**

  
\_\_\_\_\_  
Guy Lethbridge



delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Security Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of each New U.S. Subsidiary and the Security Agent. Delivery of an executed signature page to this Supplement by facsimile transmission or other electronic imaging means shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. Each New U.S. Subsidiary hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the information, with respect to such New U.S. Subsidiary, required by the Perfection Certificate attached as Exhibit II to the Collateral Agreement and (b) set forth under its signature hereto, is the true and correct legal name of the New U.S. Subsidiary, its jurisdiction of formation, entity type, organization ID number and the location of its chief executive office.

SECTION 5. Except as expressly supplemented hereby, the Collateral Agreement shall remain in full force and effect.

**SECTION 6. THIS SUPPLEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICTS OF LAWS TO THE EXTENT THAT THE SAME ARE NOT MANDATORILY APPLICABLE BY STATUTE AND THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.**

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Collateral Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the Collateral Agreement.

SECTION 9. Each New U.S. Subsidiary agrees to reimburse the Security Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Security Agent.

IN WITNESS WHEREOF, the New U.S. Subsidiaries and the Security Agent have duly executed this Supplement to the Collateral Agreement as of the day and year first above written.

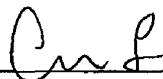
BLUE RIDGE PAPER PRODUCTS INC.,


by   
Name: CINDI LEFARI  
Title:

by   
Name:  
Title: ELIZABETH DAVIES

Address:  
5350 Poplar Avenue, Suite 600  
Memphis, TN 38119  
Legal Name: Blue Ridge Paper Products Inc.  
Jurisdiction of Formation: Delaware  
Entity Type: corporation  
Organization ID #: 3013589 (Delaware)

BRPP, LLC,

by   
Name:  
Title: CINDI LEFARI

by   
Name:  
Title: ELIZABETH DAVIES

Address:  
One West Pack Square, Suite 1100  
Asheville, NC 28802  
Legal Name: BRPP, LLC  
Jurisdiction of Formation: North Carolina  
Entity Type: limited liability company  
Organization ID #: 0556771 (NC)

CREDIT SUISSE Sydney Branch as  
Security Agent by its duly appointed  
attorney under power of attorney  
dated

and witnessed by:

G.M. Lefubridge.  
Signature of attorney

Guy Lefubridge.  
Name of attorney

Nu Thomson  
Signature of witness

Nigel Thomson  
Name of witness

Law Graduate  
Occupation

Wellington  
City/town of residence

[Supplement]

1. Names. (a) The exact legal name of each New U.S. Subsidiary, as such name appears in its respective certificate of formation, is as follows:

Exact Legal Name of Each New U.S. Subsidiary
Blue Ridge Paper Products Inc.
BRPP, LLC

(b) Set forth below is each other legal name each New U.S. Subsidiary has had in the past five years, together with the date of the relevant change:

New U.S. Subsidiary	Other Legal Name in Past 5 Years	Date of Name Change
Blue Ridge Paper Products Inc.	Carolina Paper Company	5-4-1999
BRPP, LLC	None	

(c) Except as set forth in Schedule 1 hereto, no New U.S. Subsidiary has changed its identity or corporate structure in any way within the past five years. Changes in identity or corporate structure would include mergers, consolidations and acquisitions, as well as any change in the form, nature or jurisdiction of organization. If any such change has occurred, include in Schedule 1 the information required by Sections 1 and 2 of this certificate as to each acquiree or constituent party to a merger or consolidation.

(d) Set forth below is the Organizational Identification Number, if any, issued by the jurisdiction of formation of each New U.S. Subsidiary that is a registered organization:

New U.S. Subsidiary	Organizational Identification Number
Blue Ridge Paper Products Inc.	3013589 (Del SOS)
BRPP, LLC	0556771 (NC SOS)

(e) Set forth below is the Federal Taxpayer Identification Number of each New U.S. Subsidiary (located in North Dakota or South Dakota):

New U.S. Subsidiary	Federal Taxpayer Identification Number
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Blue Ridge Paper Products Inc.	N/A
BRPP, LLC	N/A

2. Current Locations. (a) The chief executive office of each New U.S. Subsidiary is located at the address set forth opposite its name below:

New U.S. Subsidiary	Mailing Address	Country	County	State
Blue Ridge Paper Products Inc.	5350 Poplar Avenue, Suite 600 Memphis, TN 38119	US	Shelby	TN
BRPP, LLC	One West Pack Square, Suite 1100 Asheville, NC 28802	US	Buncombe	NC

(b) Set forth below opposite the name of each New U.S. Subsidiary are all locations where such New U.S. Subsidiary maintains any books or records relating to any Accounts Receivable (with each location at which chattel paper, if any, is kept being indicated by an “\*”):

New U.S. Subsidiary	Mailing Address	County	State
Blue Ridge Paper Products Inc.	41 Main Street Canton, NC	Haywood	NC
Blue Ridge Paper Products Inc.	5350 Poplar Avenue Suite 600 Memphis, TN	Shelby	TN
BRPP, LLC	One West Pack Square, Suite 1100 Asheville, NC 28802	Buncombe	NC

(c) The jurisdiction of formation of each New U.S. Subsidiary that is a registered organization is set forth opposite its name below:

New U.S. Subsidiary	Jurisdiction
Blue Ridge Paper Products Inc.	Delaware

BRPP, LLC	North Carolina
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(d) Set forth below opposite the name of each New U.S. Subsidiary are all the locations where such New U.S. Subsidiary maintains any Equipment or other Collateral not identified above:

New U.S. Subsidiary	Mailing Address	County	State
1. Blue Ridge Paper Products Inc.	175 Main Street Canton, NC 28716	Haywood	NC
Blue Ridge Paper Products Inc.	41 Main Street Canton, NC 28716	Haywood	NC
Blue Ridge Paper Products Inc.	139 Howell Mill Rd Waynesville, NC 28786	Haywood	NC
Blue Ridge Paper Products Inc.	600 DairyPak Road Athens, GA	Clarke	GA
Blue Ridge Paper Products Inc.	1500 South 14 <sup>th</sup> St Clinton, IA 52732	Clinton	IA
Blue Ridge Paper Products Inc.	7920 Mapleway Dr Olmsted Falls, OH 44138	Cuyahoga	OH
Blue Ridge Paper Products Inc.	2828 Cofer Road Richmond, VA 23224	N/A City of Richmond	VA
2. BRPP, LLC	None		

(e) Set forth below opposite the name of each New U.S. Subsidiary are all the places of business of such New U.S. Subsidiary not identified in paragraph (a), (b), (c) or (d) above:

New U.S. Subsidiary	Mailing Address	County	State
Blue Ridge Paper Products Inc.	None		
BRPP, LLC	None		

(f) Set forth below is a list of all real property held by each New U.S. Subsidiary, whether owned or leased, the name of the New U.S. Subsidiary that owns or leases said property and the fair market value apportioned to each site:

New U.S. Subsidiary	Address	Owned/Leased	Entity	Value
Blue Ridge Paper Products Inc.	See Exhibit 2(f)			
BRPP, LLC	None			

(g) Set forth below opposite the name of each New U.S. Subsidiary are the names and addresses of all Persons other than such New U.S. Subsidiary that have possession of any of the Collateral of such New U.S. Subsidiary:

New U.S. Subsidiary	Mailing Address	County	State
Blue Ridge Paper Products Inc.	None		
BRPP, LLC	None		

3. Unusual Transactions. Except as set forth on Schedule 3, all Accounts have been originated by the New U.S. Subsidiaries and all Inventory has been acquired by the New U.S. Subsidiaries in the ordinary course of business.

4. UCC Filings. Financing statements in substantially the form of Schedule 5 hereto have been prepared for filing in the proper Uniform Commercial Code filing office in the jurisdiction in which each New U.S. Subsidiary is located and, to the extent any of the collateral is comprised of fixtures, timber to be cut or as extracted collateral from the wellhead or minehead, in the proper local jurisdiction, in each case as set forth with respect to such New U.S. Subsidiary in Section 2 hereof.

5. Schedule of Filings. Attached hereto as Schedule 5 is a schedule setting forth, with respect to the filings described in Section 4 above, each filing and the filing office in which such filing is to be made.

6. Stock Ownership and other Equity Interests. Attached hereto as Schedule 6 is a true and correct list of all the issued and outstanding stock, partnership interests, limited liability company membership interests or other equity interests of the New U.S. Subsidiaries and their directly or indirectly wholly owned subsidiaries and the record and beneficial owners of such stock, partnership interests, membership interests or other equity interests. Also set forth on Schedule 6 is each equity investment held by, directly or indirectly, the New U.S. Subsidiaries and their directly or indirectly wholly owned

subsidiaries that represents 50% or more of the equity interests of the entity in which such investment was made.

7. Debt Instruments. Attached hereto as Schedule 7 is a true and correct list of all promissory notes and other evidence of indebtedness held by the New U.S. Subsidiaries that are required to be pledged under the U.S. Collateral Agreement, including all intercompany notes between (i) the Parent or any of its non-U.S. subsidiaries and any New U.S. Subsidiary or (ii) any New U.S. Subsidiary and other Grantors.

8. Deposit Accounts. Attached hereto as Schedule 8 is a true and correct list of Deposit Accounts maintained by each New U.S. Subsidiary, including the name and address of the depository institution, the type of account and the account number.

9. Securities Accounts. Attached hereto as Schedule 9 is a true and correct list of securities accounts maintained by each New U.S. Subsidiary, including the name and address of the intermediary institution, the type of account and the account number.

10. Assignment of Claims Act. Attached hereto as Schedule 10 is a true and correct list of all written contracts between the New U.S. Subsidiaries and the United States government or any department or agency thereof that have a remaining value of at least \$5,000,000, setting forth the contract number, name and address of contracting officer (or other party to whom a notice of assignment under the Assignment of Claims Act should be sent), contract start date and end date, agency with which the contract was entered into, and a description of the contract type.

11. Mortgage Filings. Attached hereto as Schedule 11 is a schedule setting forth, with respect to each property subject to a Mortgage, (a) the exact name of the Person that owns such property as such name appears in its certificate of incorporation or other organizational document, (b) if different from the name identified pursuant to clause (a), the exact name of the current record owner of such property reflected in the records of the filing office for such property identified pursuant to the following clause and (c) the filing office in which a mortgage with respect to such property must be filed or recorded in order for the Security Agent to obtain a perfected security interest therein.

12. Intellectual Property. Attached hereto as Schedule 12A in proper form for filing with the United States Patent and Trademark Office is a schedule setting forth all of each New U.S. Subsidiary's issued or applied for Patents, material Patent Licenses, registered or applied for Trademarks (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051) and material Trademark Licenses, including the name of the registered owner, the registration number of each Patent, Patent License, Trademark and Trademark License owned by any New U.S. Subsidiary. Attached hereto as Schedule 12B in proper form for filing with the United States Copyright Office is a schedule setting forth all of each New U.S. Subsidiary's registered or applied for Copyrights and material Copyright Licenses, including the name of the registered owner, the registration number of each Copyright or Copyright License owned by any New U.S. Subsidiary.



13. Commercial Tort Claims. Attached hereto as Schedule 13 is a true and correct list of commercial tort claims in excess of \$500,000 held by any New U.S. Subsidiary, including a brief description thereof.

**EXHIBIT 2(F)****Owned Real Property**

<b>Facility</b>	<b>Owner of Record</b>	<b>Location Address</b>	<b>Miscellaneous</b>
Canton Mill	Blue Ridge Paper Products Inc.	175 Main Street Canton, NC 28716	Haywood County
Canton Administrative Offices	Blue Ridge Paper Products Inc.	41 Main Street Canton, NC 28716	Haywood County
Waynesville Facility	Blue Ridge Paper Products Inc.	1329 Howell Mill Road Waynesville, NC 28786	Haywood County
Athens Facility- Dairy Pak Division	Blue Ridge Paper Products Inc. and Athens Clarke Development Authority	600 DairyPak Road Athens, GA 30607	Clarke County
Clinton Facility- DairyPak Division	Blue Ridge Paper Products Inc.	1500 South 14 <sup>th</sup> Street Clinton, IA 52732	Clinton County
Olmstead Falls Facility- DairyPak Division	Blue Ridge Paper Products Inc.	7920 Mapleway Drive Olmstead Falls, OH 44138	Cuyahoga County
Richmond Facility- DairyPak Division	Blue Ridge Paper Products Inc.	2828 Cofer Road Richmond, VA 23224	City of Richmond
Lake Logan Property	Blue Ridge Paper Products Inc.	Lake Logan, NC	Haywood County
Oxygen Injection Landfill Site #3	Blue Ridge Paper Products Inc.	Wrightsville Road	Haywood County, NC
Landfill Site #6	Blue Ridge Paper Products Inc.	1155 Incinerator Road	Haywood County, NC
Tract adjacent to Landfill Site #6	Blue Ridge Paper Products Inc.	Incinderator Road	Haywood County, NC; approximately 42 acres

(continued)

### Owned Real Property

<b>Facility</b>	<b>Owner of Record</b>	<b>Location Address</b>	<b>Miscellaneous</b>
Suburban Propane Site (leased)	Blue Ridge Paper Products Inc.	1388 Howell Mill Road Waynesville, NC 28786	Haywood County, NC approximately 2.4 acres
Plan to trade for landfill site prior to 2010	Blue Ridge Paper Products Inc.	Skyland Terrace Canton, NC 28716	Haywood County, NC approximately 3.41 acres
Vacant	Blue Ridge Paper Products Inc.	Woodside Drive Canton, NC 28716	Haywood County, NC approximately 34.26 acres
Vacant	Blue Ridge Paper Products Inc.	Terrace Drive # 4 Canton, NC 28716	Haywood County, NC approximately 0.39 acres
Vacant	Blue Ridge Paper Products Inc.	Balsam Drive Canton, NC 28716	Haywood County, NC approximately 0.09 acres
Vacant	Blue Ridge Paper Products Inc.	Skyland Terrace Canton, NC 28716	Haywood County, NC approximately 1.57 acres
Vacant	Blue Ridge Paper Products Inc.	#47 Fiberville & Skyland Terrace Canton, NC 28716	Haywood County, NC approximately 0.14 acres
Vacant	Blue Ridge Paper Products Inc.	#46 Fiberville & Skyland Terrace Canton, NC 28716	Haywood County, NC approximately 0.17 acres
Vacant	Blue Ridge Paper Products Inc.	#44 Fiberville & Skyland Terrace Canton, NC 28716	Haywood County, NC approximately 0.18 acres
Vacant	Blue Ridge Paper Products Inc.	#39 Fiberville & Skyland Terrace Canton, NC 28716	Haywood County, NC approximately 0.20 acres
Vacant	Blue Ridge Paper Products Inc.	#36 & 37 Fiberville & Skyland Terrace Canton, NC 28716	Haywood County, NC approximately 0.40 acres
Vacant	Blue Ridge Paper Products Inc.	15 Fiberville & Skyland Terrace Canton, NC 28716	Haywood County, NC approximately 0.06 acres
Vacant	Blue Ridge Paper Products Inc.	Willow Drive Canton, NC 28716	Haywood County, NC approximately 0.03 acres
Vacant	Blue Ridge Paper Products Inc.	9 Fiberville & Skyland Terrace Canton, NC 28716	Haywood County, NC approximately 0.01 acres
Vacant	Blue Ridge Paper Products Inc.	Willow Drive Canton, NC 28716	Haywood County, NC approximately 0.09 acres

<b>Facility</b>	<b>Owner of Record</b>	<b>Location Address</b>	<b>Miscellaneous</b>
Vacant Except 1 acre is used to store water, parts and equipment	Blue Ridge Paper Products Inc.	Reservoir Road Canton, NC 28716	Haywood County, NC approximately 12.36 acres
Storage for Oxygen Injection Landfill Site #3	Blue Ridge Paper Products Inc.	Wrightsville Road Waynesville, NC 28786	Haywood County, NC approximately 0.62 acres
Leased to Sunburst Trout Farm	Blue Ridge Paper Products Inc.	128 Raceway Place Lake Logan, NC	Haywood County, NC approximately 8.87 acres
Parking lot	Blue Ridge Paper Products Inc.	22 S. Main Street Canton, NC 28716	Haywood County, NC approximately 0.20 acres
Parking lot	Blue Ridge Paper Products Inc.	S. Main Street Canton, NC 28716	Haywood County, NC approximately 0.09 acres
HR/Auditorium	Blue Ridge Paper Products Inc.	34 Park Street Canton, NC 28716	Haywood County, NC approximately 0.34 acres
Vacant	Blue Ridge Paper Products Inc.	Padesena Street Canton, NC 28716	Haywood County, NC approximately 0.52 acres

**SCHEDULE 1**

Changes in Identity or Corporate Structure Within Past Five Years

New U.S. Subsidiary	Change
Blue Ridge Paper Products Inc.	Changed name from Carolina Paper Company

**SCHEDULE 3**

Unusual Transactions

New U.S. Subsidiary	Unusual Transactions
Blue Ridge Paper Products Inc.	None
BRPP, LLC	None

**SCHEDULE 4**

UCC Financing Statements

(see following pages)

**SCHEDULE 5**

UCC Filings and Filing Offices

New U.S. Subsidiary	Office
Blue Ridge Paper Products Inc.	Delaware Secretary of State
BRPP, LLC	North Carolina Secretary of State



**SCHEDULE 6**

Stock Ownership and Other Equity Interests

<b>Issuer</b>	<b>Number of Certificate</b>	<b>Registered Owner</b>	<b>Class</b>	<b>Number of</b>	<b>Percentage of Equity Interests</b>
BRPP, LLC	002	Blue Ridge Paper Products Inc.	LLC interests	100 units	100%

**SCHEDULE 7**Debt Instruments

New U.S. Subsidiary	Instrument
Blue Ridge Paper Products Inc.	None
BRPP, LLC	None

**SCHEDULE 8**

Deposit Accounts

New U.S. Subsidiary	Deposit Accounts	Address	Type of Account
Blue Ridge Paper Products Inc.	002232604596	First Citizens Bank 100 E. Tryon Rd – DAC 45 Raleigh, North Carolina, 27603	Deposit only
Blue Ridge Paper Products Inc.	002232604609	First Citizens Bank 100 E. Tryon Rd – DAC 45 Raleigh, North Carolina, 27603	Master
Blue Ridge Paper Products Inc.	002232604617	First Citizens Bank 100 E. Tryon Rd – DAC 45 Raleigh, North Carolina, 27603	Accounts Payable
Blue Ridge Paper Products Inc.	002232604625	First Citizens Bank 100 E. Tryon Rd – DAC 45 Raleigh, North Carolina, 27603	Payroll
Blue Ridge Paper Products Inc.	6550-109670	Bank of America, New York	Deposit

**SCHEDULE 9**

Securities Accounts

New U.S. Subsidiary	Account
Blue Ridge Paper Products Inc.	None
BRPP, LLC	None

Government Contracts

New U.S. Subsidiary	
Blue Ridge Paper Products Inc.	None
BRPP, LLC	None

Mortgage Filings

New U.S. Subsidiary	
BRPP, LLC	None
Blue Ridge Paper Products Inc.	See attached Exhibit 11

<b><u>Property/Location</u></b>	<b><u>Owner</u></b>	<b><u>Filing Office</u></b>
Canton Mill; Landfill No. 3 & 6 Lake Logan	Blue Ridge Paper Products Inc.	Haywood County Registry, NC
Waynesville Facility Waynesville, NC	Blue Ridge Paper Products Inc.	Haywood County Registry, NC
DairyPak Facility Clinton, Iowa	Blue Ridge Paper Products Inc.	Clinton County Recorder. IA
DairyPak Facility Olmsted Falls, OH	Blue Ridge Paper Products Inc.	Cuyahoga County, OH
DairyPak Facility Richmond, VA	Blue Ridge Paper Products Inc.	Richmond, VA
DairyPak Facility Athens, GA	Blue Ridge Paper Products Inc.	Athens-Clarke County, GA

**SCHEDULE 12A**

Patents, Patent Licenses, Trademarks and Trademark Licenses

Patents

*U.S. Patents*

<u>New U.S. Subsidiary</u>	<u>Patent No.</u>	<u>Issue Date</u>
BRPP, LLC	6,3721,317 B1	4/16/2002
BRPP, LLC	5,616,353	4/1/1997
BRPP, LLC	5,324,528	6/28/1994
BRPP, LLC	5,175,036	12/29/1992
BRPP, LLC	5,135,463	8/4/1992
BRPP, LLC	5,065,938	11/19/1991
BRPP, LLC	5,014,854	5/14/1991
BRPP, LLC	7,235,306	6/26/2007
BRPP, LLC	7,276,294 B2	10/2/07
BRPP, LLC	6,887,538	5/3/2005

*U.S. Patent Applications*

<u>New U.S. Subsidiary</u>	<u>Patent Application No.</u>	<u>Filing Date</u>
BRPP, LLC	11/821,722	6/25/2007
BRPP, LLC	11/495,105	7/28/2006
BRPP, LLC	11/895,457	8/24/2007

*Non-U.S. Patents*

<u>New U.S. Subsidiary</u>	<u>Country</u>	<u>Issue Date</u>	<u>Patent No.</u>
BRPP, LLC	Canada	8/23/2005	2,390,366
BRPP, LLC	Canada	1/17/2006	2,391,458
BRPP, LLC	Germany	3/12/04	600 08 805
BRPP, LLC	United Kingdom	3/12/04	EP 1268176

*Non-U.S. Patent Applications*

<u>New U.S. Subsidiary</u>	<u>Country</u>	<u>Filing Date</u>	<u>Patent Application No.</u>
BRPP, LLC	Canada	11/24/03	2,506,515
BRPP, LLC	Europe	6/21/05	03 787 125.8
BRPP, LLC	Canada	5/7/2004	2,525,036
BRPP, LLC	Europe	5/7/2004	04 751 607.5
BRPP, LLC	PCT	7/20/07	PCT/US2007/016427



Patents Licenses

*U.S. Patents*

<u>Licensor/Licensee</u>	<u>Patent No.</u>	<u>Issue Date</u>
Blue Ridge Paper Products Inc. (Licensee) from Strawpak Technologies Inc.(Licensor)	6,116,446	5/18/1998
Blue Ridge Paper Products Inc. (Licensee) from Strawpak Technologies Inc. (Licensor)	6,354,062	11/16/2000
Blue Ridge Paper Products Inc. (Licensee) from Strawpak Technologies Inc. (Licensor)	6,431,434	9/23/1999
Blue Ridge Paper Products Inc. (Licensee) from Strawpak Technologies Inc. (Licensor)	6,494,332	11/25/1999

*U.S. Patent Applications*

<u>Licensor/Licensee</u>	<u>Patent Application No.</u>	<u>Filing Date</u>
None.		

*Non-U.S. Patents*

<u>Licensor/Licensee</u>	<u>Country</u>	<u>Issue Date</u>	<u>Patent No.</u>
Blue Ridge Paper Products Inc. (Licensee) from Strawpak Technologies Inc. (Licensor)	EP(UK)		1265788A2

*Non-U.S. Patent Applications*

<u>Licensor/Licensee</u>	<u>Country</u>	<u>Filing Date</u>	<u>Patent Application No.</u>
Licensee	Mexico		PA/a/2001/011572
Blue Ridge Paper Products Inc. (Licensee) from Strawpak Technologies Inc. (Licensor)	Japan		2000-549519

Trademarks

*U.S. Trademark Registrations*

<u>New U.S. Subsidiary</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
BRPP, LLC	BUFF NE'ER TEAR	7/9/1991	1,650,116
BRPP, LLC	FOLDUR	7/15/1952	553,317
BRPP, LLC	KEYSTONE	8/15/1989	1,551,856
BRPP, LLC	SKYLAND	12/8/1964	781,426
BRPP, LLC	SLIMPAK	1/2/2007	3,191,793
BRPP, LLC	SUNBURST	2/18/1975	1,004,791
BRPP, LLC	SUNTAN	10/6/1936	339,420
BRPP, LLC	OUTLOOK	4/2/2002	2,556,385
BRPP, LLC	OVENCHAMP	6/28/2005	2,963,816
BRPP, LLC	CRUSH-PAK	3/1/1994	1,824,392
BRPP, LLC	DAIRYPAK	10/29/1985	1,367,551
BRPP, LLC	VITASAVER	4/21/1987	1,437,345
BRPP, LLC	VITALOK	4/9/2002	2,559,595
BRPP, LLC	BLUE RIDGE	12/24/2002	2,665,661
BRPP, LLC	Blue Ridge Design	9/3/2002	2,614,864
BRPP, LLC	DAZZLEPAK	6/24/2003	2,728,786
BRPP, LLC	RAPIER	11/13/2001	2,506,840
BRPP, LLC	BLUE RIDGE SEASONS	7/29/2003	2,743,531
BRPP, LLC	REFLEXION	6/29/2004	2,857,206
BRPP, LLC	THER MAX	5/1/2007	3,237,794

*U.S. Trademark Applications*

<u>New U.S. Subsidiary</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
BRPP, LLC	PINNACLE	6/14/2005	78/650,061
BRPP, LLC	PALISADE	6/14/2005	78/650,077
BRPP, LLC	PARAMOUNT	6/14/2005	78/650,086
BRPP, LLC	KWIKSIP	11/2/2005	78/745,692
BRPP, LLC	XTREME	12/14/2005	78/772,855
BRPP, LLC	KWIKZIP	1/25/2006	78/798,760

*State Trademark Registrations*

<u>New U.S. Subsidiary</u>	<u>State</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
None				

*Non-U.S. Trademark Registrations*

<u>New U.S. Subsidiary</u>	<u>Country</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
BRPP, LLC (Licensor) to Envases Panama, S.A.	Panama	DAIRYPAK	6/14/2005	143,036

(Licensee)				
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*Non-U.S. Trademark Applications*

<u>New U.S. Subsidiary</u>	<u>Country</u>	<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
None				

*Trade Names*

<u>New U.S. Subsidiary</u>	<u>Country(s) Where Used</u>	<u>Trade Names</u>
None		

Trademark Licenses

*U.S. Trademark Registrations*

<u>Licensor/Licensee</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
None			

*U.S. Trademark Applications*

<u>Licensor/Licensee<sup>1</sup></u>	<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
Blue Ridge Paper Products Inc. (Licensee) from MilkMedia, Inc. (Licensor)	Milk Rocks!	6/13/2006	78/906,846
Blue Ridge Paper Products Inc. (Licensee) from MilkMedia, Inc. (Licensor)	Juice Rocks!	9/22/2006	77/005,008

*State Trademark Registrations*

<u>Licensor/Licensee</u>	<u>State</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
None				

*Non-U.S. Trademark Registrations*

<u>Licensor/Licensee<sup>2</sup></u>	<u>Country</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
BRPP, LLC (Licensor) to Envases Panama, S.A. (Licensee)	Panama	DAIRYPAK	6/14/2005	143,036

*Non-U.S. Trademark Applications*

<u>Licensor/Licensee</u>	<u>Country</u>	<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
None				

*Trade Names*

<u>Licensor/Licensee</u>	<u>Country(s) Where Used</u>	<u>Trade Names</u>
None		

**SCHEDULE 12B**

Copyrights and Copyright Licenses

Copyrights

*U.S. Copyright Registrations*

<u>New U.S. Subsidiary</u>	<u>Title</u>	<u>Reg. No.</u>	<u>Author</u>
None			

*Pending U.S. Copyright Applications for Registration*

<u>New U.S. Subsidiary</u>	<u>Title</u>	<u>Author</u>	<u>Class</u>	<u>Date Filed</u>
None				

*Non-U.S. Copyright Registrations*

<u>New U.S. Subsidiary</u>	<u>Country</u>	<u>Title</u>	<u>Reg. No.</u>	<u>Author</u>
None				

*Non-U.S. Pending Copyright Applications for Registration*

<u>New U.S. Subsidiary</u>	<u>Country</u>	<u>Title</u>	<u>Author</u>	<u>Class</u>	<u>Date Filed</u>
None					

Copyright Licenses

*U.S. Copyright Registrations*

<u>Licensor/Licensee</u>	<u>Title</u>	<u>Reg. No.</u>	<u>Author</u>
None			

*Pending U.S. Copyright Applications for Registration*

<u>Licensor/Licensee</u>	<u>Title</u>	<u>Author</u>	<u>Class</u>	<u>Date Filed</u>
None				

*Non-U.S. Copyright Registrations*

<u>Licensor/Licensee</u>	<u>Country</u>	<u>Title</u>	<u>Reg. No.</u>	<u>Author</u>
None				

*Non-U.S. Pending Copyright Applications for Registration*

<u>Licensor/Licensee</u>	<u>Country</u>	<u>Title</u>	<u>Author</u>	<u>Class</u>	<u>Date Filed</u>
None					

**SCHEDULE 13**

Commercial Tort Claims

New U.S. Subsidiary	Account
Blue Ridge Paper Products Inc.	None
BRPP, LLC	None

U.S. COLLATERAL AGREEMENT

dated as of

December 18, 2006

among

EVERGREEN PACKAGING INC.,

the U.S. Subsidiaries  
from time to time party hereto

and

CREDIT SUISSE, SYDNEY BRANCH  
as Security Agent

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[CS&M Ref No. 5865-502]

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Schedules

Schedule I Grantors  
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Schedule III Intellectual Property

Exhibits

Exhibit I Form of Supplement  
Exhibit II Form of Perfection Certificate  
Exhibit III Form of Copyright Security Agreement  
Exhibit IV Form of Trademark Security Agreement

U.S. COLLATERAL AGREEMENT dated as of December 18, 2006 (this "**Agreement**"), among EVERGREEN PACKAGING INC., a Delaware corporation (the "**U.S. Borrower**"), the U.S. Subsidiaries (as defined herein) from time to time party hereto and CREDIT SUISSE, SYDNEY BRANCH, as security agent (in such capacity, the "**Security Agent**").

## PRELIMINARY STATEMENT

Reference is made to the Multi-Option Facility Agreement dated December 18, 2006 (as amended, supplemented or otherwise modified from time to time, the "**Facility Agreement**"), among the U.S. Borrower, Carter Holt Harvey Limited (the "**Parent**"), Carter Holt Harvey Finance Australia Pty Limited (the "**Australian Borrower**" and, together with the U.S. Borrower and the Parent, the "**Borrowers**"), the lenders from time to time party thereto (the "**Lenders**") and Credit Suisse, as facility agent (in such capacity, the "**Facility Agent**") and as Security Agent.

The Lenders have agreed to extend credit to the Borrowers pursuant to, and upon the terms and conditions specified in, the Facility Agreement. The obligations of the Lenders to extend credit to the Borrowers are conditioned upon, among other things, the execution and delivery of this Agreement by the U.S. Borrower and each Grantor. The U.S. Borrower and the other Grantors are Subsidiaries of, or otherwise affiliated with, the other Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Facility Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

## ARTICLE I

### *Definitions*

SECTION 1.01. **Facility Agreement.** (a) Each capitalized term used but not defined herein shall have the meaning assigned to it in the Facility Agreement. Each term defined in the New York UCC (as defined herein) and not defined in this Agreement shall have the meaning assigned to it in the New York UCC. The term "**instrument**" shall have the meaning specified in Article 9 of the New York UCC.

(b) The definitions in Section 1.02 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall"; and the words "asset" and "property" shall be construed as having the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. All

references herein to Articles, Sections, Exhibits and Schedules shall be deemed references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. Except as otherwise expressly provided herein, any reference in this Agreement to any Transaction Document or other agreement shall mean such document or other agreement as amended, restated, supplemented or otherwise modified from time to time.

SECTION 1.02. *Other Defined Terms.* As used in this Agreement, the following terms have the meanings specified below:

“*Account Debtor*” means any Person who is or who may become obligated to any Grantor under, with respect to or on account of an Account.

“*Agreement*” has the meaning given to such term in the introductory paragraph to this Agreement.

“*Article 9 Collateral*” has the meaning assigned to such term in Section 3.01.

“*Australian Borrower*” has the meaning assigned to such term in the preamble.

“*Business Day*” means any day other than a Saturday, Sunday or day on which banks in New York City are authorized or required by law to close.

“*Collateral*” means the Article 9 Collateral and Pledged Collateral.

“*Copyright License*” means, with respect to any Grantor, any United States written license agreement of such Grantor with any Person, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any Grantor or that such Grantor otherwise has the right to license, or granting any right to any Grantor under any copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement, subject, in each case, to the terms of such license agreements and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter covered by such licenses.

“*Copyrights*” means, with respect to any Grantor, all of such Grantor’s right, title and interest in and to all of the following now owned or hereafter acquired by such Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office (or any successor office), including those listed on Schedule III.

“*Equity Interests*” means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other

equity interests in any Person, and any option, warrant or other right entitling the holder thereof to purchase or otherwise acquire any such equity interest.

**“Excluded Foreign Property”** means, in relation to a Grantor (a) any rights, property and undertaking of the Grantor wholly or partly located or taken to be located on the date of the Grantor's execution of, or accession to, this Agreement in (i) New South Wales for the purposes of Chapter 7 of the Duties Act 1997 (NSW), (ii) Western Australia for the purposes of Part III E of the Stamp Act 1921 (WA) or (iii) South Australia for the purposes of the mortgage duty provisions of the Stamp Duties Act 1923 (SA), (b) until the day which is 12 months and one day after the date of execution of, or accession to, this Agreement by the Grantor, any land or interest in land (other than a security interest) of the Grantor acquired after the date of execution of, or accession to, this Agreement by the Grantor located or taken to be located in (i) New South Wales for the purposes of Chapter 7 of the Duties Act 1997 (NSW) or (ii) Western Australia for the purposes of Part III E of the Stamp Act 1921 (WA), (c) (i) any Relevant Property of the Grantor in existence at the date of execution of, or accession to, this Agreement by the Grantor (although not owned by the Grantor at that time) which is located in New South Wales for the purposes of Chapter 7 of the Duties Act 1997 (NSW) and which is identified in this Agreement or under an arrangement in place as at the date of the Grantor's execution of, or accession to, this Agreement or (ii) any property of the Grantor in existence at the date of execution of, or accession to, this Agreement by the Grantor (although not owned by the Grantor at that time) which is located or taken to be located in Western Australia for the purposes of Part III E of the Stamp Act 1921 (WA) and which is both (aa) specifically identified as at the date of execution of, or accession to, this Agreement by the Grantor; and (bb) intended, under an arrangement, to be acquired by the Grantor, and (d) any present or future rights, property and undertaking of the Grantor located or taken to be located on or after the date of the Grantor's execution of, or accession to, this Agreement in (i) Queensland for the purposes of Chapter 5 of the Duties Act 2001 (Qld) or (ii) Tasmania for the purposes of Chapter 6 of the Duties Act 2001 (Tas).

**“Excluded Liabilities”** means (a) any liability under the Loan Note Deferred Purchase Deed to pay the purchase price of any Loan Notes, or any liability for failure to do so, (b) any liability, under a guarantee, indemnity, letter of credit, performance bond, put option arrangement, any similar transaction, or a combination of any of them, in respect of the liability described in clause (a), and (c) any liability in respect of any loss suffered by a Person as a result of a disclaimer of a liability described in clauses (a) or (b) under Division 7A of Part 5.6 of the Corporations Act of the Commonwealth of Australia, section 269 of the Companies Act of New Zealand, or equivalent legislation in another jurisdiction.

**“Excluded Property”** has the meaning assigned to such term in Section 3.01(d).

**“Facility Agent”** has the meaning assigned to such term in the preliminary statement.

“*Federal Securities Laws*” has the meaning assigned to such term in Section 4.04.

“*General Intangibles*” has the meaning assigned to such term in the New York UCC.

“*Governmental Authority*” means any Federal, state, local or foreign court or governmental agency, authority, instrumentality or regulatory body.

“*Grantors*” means the U.S. Borrower and the U.S. Subsidiaries identified on Schedule I hereto and each other U.S. Subsidiary that becomes a party to this Agreement as a Grantor after the Commencement Date.

“*Guarantee Agreement*” has the meaning assigned to the term “Guarantee” in the Facility Agreement.

“*Intellectual Property*” means, with respect to any Grantor, all intellectual property of every kind and nature now owned or hereafter acquired by any such Grantor, including Patents, Copyrights, Licenses and Trademarks.

“*License*” means any Patent License, Trademark License or Copyright License or other license or sublicense agreement to which any Grantor is a party, including those listed on Schedule III.

“*Lien*” has the meaning assigned to the term “Security Interest” in the Facility Agreement.

“*Loan Notes*” means each loan note issued from time to time under the Loan Note Deed Poll.

“*Loan Note Deed Poll*” means the deed poll entitled “Loan Note Deed Poll” executed by the Notes Issuer on or about the date of this Agreement.

“*Loan Note Deferred Purchase Deed*” means the loan note deferred purchase deed dated on or about the date of this Agreement between the Notes Purchaser, the Parent and the Notes Security Trustee.

“*New York UCC*” means the Uniform Commercial Code as from time to time in effect in the State of New York.

“*Notes Issuer*” means Carter Holt Harvey Equities Limited.

“*Notes Purchaser*” means Carter Holt Investments.

“*Notes Security Trustee*” means Westpac New Zealand Limited.

“*Obligations*” means (a) the due and punctual payment by the Borrowers of (i) the unpaid principal of and interest (including interest accruing during the pendency

of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Drawings, when and as due, whether at maturity, by acceleration, upon one or more dates when prepayment is required under the Facility Agreement and (ii) all other monetary obligations of the Borrowers to any of the Secured Parties (other than the Notes Security Trustee) under the Facility Agreement and each of the other Transaction Documents, including obligations to pay fees, expense reimbursement obligations and indemnification obligations, whether primary, secondary, direct, contingent, fixed or otherwise (including interest incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), (b) the due and punctual payment of all other obligations of the Borrowers under or pursuant to the Facility Agreement and each of the other Transaction Documents (other than those obligations owed to the Notes Security Trustee), (c) the due and punctual payment of all the obligations of each other Guaranteeing Group Member under or pursuant to this Agreement and each of the other Transaction Documents (other than those obligations owed to the Notes Security Trustee) and (d) the due and punctual payment by the Guaranteeing Group Members of all of the obligations of the Guaranteeing Group Members to the Notes Security Trustee under section 12 of the Notes Security Trust Deed; *provided* that the Obligations shall exclude Excluded Liabilities.

“*Parent*” has the meaning assigned to such term in the preamble.

“*Patent License*” means, with respect to any Grantor, any written United States license agreement of such Grantor with any Person, now or hereafter in effect, granting to any third party any right to make, use or sell any invention covered by a patent, now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to make, use or sell any invention covered by a patent, now or hereafter owned by any third party, and all rights of any Grantor under any such agreements, subject, in each case, to the terms of such license agreements and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter covered by such licenses.

“*Patents*” means, with respect to any Grantor, all of such Grantor’s right, title and interest to and in all of the following now owned or hereafter acquired by such Grantor: (a) all letters patent of the United States, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor office), including those listed on Schedule III and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

“*Perfection Certificate*” means a certificate substantially in the form of Exhibit II, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by a financial officer and the chief legal officer, secretary or assistant secretary of the U.S. Borrower.

“**Person**” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“**Pledged Collateral**” has the meaning assigned to such term in Section 2.01.

“**Pledged Debt Securities**” has the meaning assigned to such term in Section 2.01.

“**Pledged Securities**” means all certificates, instruments or other documents representing or evidencing any Pledged Collateral.

“**Pledged Stock**” has the meaning assigned to such term in Section 2.01.

“**Proceeds**” has the meaning specified in Section 9-102 of the New York UCC.

“**Relevant Property**” has the same meaning as “relevant property” in section 208(6) of the Duties Act 1997 (NSW).

“**Restrictive Agreement**” has the meaning assigned to such term in Section 3.01(d).

“**Secured Parties**” means the Finance Parties, each affiliate of a Lender that is party to a Hedge Agreement or an Ancillary Facility, the Notes Security Trustee and the Lead Arranger and Underwriter.

“**Security Agent**” has the meaning assigned to such term in the preamble.

“**Security Interest**” has the meaning assigned to such term in Section 3.01.

“**Specified Assets**” means the following property and assets of each Grantor:

(a) Equipment constituting Fixtures;

(b) Patents, Patent Licenses, Trademarks and Trademark Licenses to the extent that (i) Liens thereon cannot be perfected by the filing of financing statements under the Uniform Commercial Code or by the filing and acceptance thereof in the United States Patent and Trademark Office or (ii) the Uniform Commercial Code as in effect from time to time in the relevant jurisdiction is not applicable to the creation and perfection of Liens thereon;

(c) Collateral for which the perfection of Liens thereon requires filing in or other actions under the laws of jurisdictions outside of the United States (or any political subdivision thereof);



(d) Copyrights and Copyright Licenses and Accounts or receivables arising therefrom to the extent that (i) Liens thereon cannot be perfected by the filing and acceptance thereof in the United States Copyright Office or (ii) the Uniform Commercial Code as in effect from time to time in the relevant jurisdiction is not applicable to the creation or perfection of Liens thereon;

(e) Contracts, Accounts or receivables on which the United States or any department, agency or instrumentality thereof is the obligor, and property or assets subject to any rights reserved in favor of the United States government as required under law; and

(f) goods included in Collateral received by any Person for "sale or return" within the meaning of Section 2-326 of the Uniform Commercial Code of the applicable jurisdiction, to the extent of claims of creditors of such Person.

**"Trademark License"** means, with respect to any Grantor, any written U.S. license agreement of such Grantor with any Person, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any trademark now or hereafter owned by any third party, and all rights of a Grantor under any such agreement, subject, in each case, to the terms of such license agreements and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter covered by such licenses.

**"Trademarks"** means, with respect to any Grantor, all of such Grantor's right, title and interest to and in all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, logos, other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications filed in connection therewith, in the United States Patent and Trademark Office (or any successor office) (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and all renewals thereof, including those listed on Schedule III and (b) all goodwill associated therewith or symbolized thereby.

**"U.S. Borrower"** has the meaning assigned to such term in the introductory paragraph to this Agreement.

**"U.S. Subsidiaries"** means the Subsidiaries of the Parent organized under the laws of a state of the United States.

## ARTICLE II

*Pledge of Securities*

SECTION 2.01. *Pledge.* As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby assigns and pledges to the Security Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Security Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in, to and under (a)(i) the Equity Interests of any other Grantor owned by such Grantor on the date hereof (including all such Equity Interests listed on Schedule II), (ii) any other Equity Interests of any other Grantor obtained in the future by such Grantor and (iii) the certificates representing all such Equity Interests (all the foregoing collectively referred to herein as the "*Pledged Stock*"); *provided* that the Pledged Stock shall not include (i) more than 65% of the issued and outstanding voting Equity Interests of any Subsidiary of any Grantor that is not a U.S. Subsidiary, (ii) to the extent applicable law requires that a Subsidiary of such Grantor issue directors' qualifying shares, such shares or nominee or other similar shares, (iii) any Equity Interests of a Subsidiary to the extent that, as of the Commencement Date, and for so long as, such a pledge of such Equity Interests would violate a contractual obligation binding on such Equity Interests, (iv) any Equity Interests of a Subsidiary of a Grantor acquired after the Commencement Date if, and to the extent that, and for so long as, (A) a pledge of such Equity Interests would violate applicable law or any contractual obligation binding upon such Subsidiary and (B) such law or obligation existed at the time of the acquisition thereof and was not created or made binding upon such Subsidiary in contemplation of or in connection with the acquisition of such Subsidiary or (v) any Excluded Foreign Property, (b)(i) the debt securities of the U.S. Borrower or any other U.S. Subsidiary held by such Grantor on the date hereof (including all such debt securities listed opposite the name of such Grantor on Schedule II), (ii) any debt securities in the future issued to such Grantor, which are issued by the U.S. Borrower or any other U.S. Subsidiary and (iii) any promissory notes and any other instruments evidencing such debt securities (all the foregoing collectively referred to herein as the "*Pledged Debt Securities*"); *provided* that the Pledged Debt Securities shall not include any Excluded Foreign Property, (c) subject to Section 2.06, all payments of principal or interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed belonging to the Grantor in respect of, in exchange for or upon the conversion of, and all other Proceeds belonging to the Grantor received in respect of, the securities referred to in clauses (a) and (b) above (other than Excluded Property), (d) subject to Section 2.06, all rights and privileges of such Grantor with respect to the securities and other property referred to in clauses (a), (b) and (c) above, and (e) all Proceeds of any of the foregoing (the items referred to in clauses (a) through (e) above being collectively referred to as the "*Pledged Collateral*").

TO HAVE AND TO HOLD the Pledged Collateral, together with all right, title, interest, powers, privileges and preferences pertaining or incidental thereto, unto the Security Agent, its successors and permitted assigns, for the ratable benefit of the

Secured Parties, forever; *subject, however*, to the terms, covenants and conditions hereinafter set forth.

SECTION 2.02. ***Delivery of the Pledged Collateral.*** (a) Each Grantor agrees promptly to deliver or cause to be delivered to the Security Agent (or any sub-agent thereof, including any branch or affiliate thereof, designated by the Security Agent), any and all Pledged Securities; *provided* that the Grantor shall have no obligation to deliver any Pledged Debt Securities in an outstanding principal amount of \$1,000,000 or less;

(b) Upon delivery to the Security Agent, (i) any Pledged Securities shall be accompanied by stock or note powers duly executed in blank or other instruments of transfer reasonably satisfactory to the Security Agent and the Grantor and by such other instruments and documents as the Security Agent may reasonably request and (ii) all other property composing part of the Pledged Collateral to the extent necessary or reasonably advisable to perfect the security interests therein or allow realization of the Pledged Collateral shall be accompanied by proper instruments of assignment duly executed by the applicable Grantor and such other instruments or documents as the Security Agent may reasonably request. Each delivery of Pledged Securities shall be accompanied by a schedule describing the securities, which schedule shall be attached hereto as Schedule II and made a part hereof; *provided* that failure to attach any such schedule hereto shall not affect the validity of such pledge of such Pledged Securities. Each schedule so delivered shall supplement any prior schedules so delivered.

SECTION 2.03. ***Representations, Warranties and Covenants.*** Each Grantor, jointly with the other Grantors and severally, represent, warrant and covenant to and with the Security Agent for the benefit of the Secured Parties that:

(a) Schedule II correctly sets forth the percentage of the issued and outstanding shares of each class of the Equity Interests of the issuer thereof represented by such Pledged Stock and includes all Equity Interests, debt securities and promissory notes required to be pledged hereunder;

(b) the Pledged Stock and, to the knowledge of the U.S. Borrower, the Pledged Debt Securities have been duly and validly authorized and issued by the issuers thereof and (i) in the case of Pledged Stock, are fully paid and nonassessable and (ii) in the case of Pledged Debt Securities, to the knowledge of the Borrower, are legal, valid and binding obligations of the issuers thereof;

(c) by virtue of the execution and delivery by each Grantor of this Agreement, when any Pledged Securities are delivered to the Security Agent in accordance with this Agreement, the Security Agent will obtain a legal, valid and perfected lien upon, and security interest in, such Pledged Securities as security for the payment and performance of the Obligations; and

(d) the pledge effected hereby is effective to vest in the Security Agent, for the ratable benefit of the Secured Parties, the rights of the Security Agent in the Pledged Collateral as set forth herein.

**SECTION 2.04. *Certification of Limited Liability Company and Limited Partnership Interests.*** Each interest in any limited liability company or limited partnership which is a U.S. Subsidiary and pledged hereunder shall be represented by a certificate, shall be a “security” within the meaning of Article 8 of the Uniform Commercial Code in effect in the jurisdiction of its organization and shall be governed by Article 8 of the Uniform Commercial Code in effect in the jurisdiction of its organization.

**SECTION 2.05. *Registration in Nominee Name; Denominations.*** The Security Agent, on behalf of the Secured Parties, shall have the right to hold the Pledged Securities in the name of the applicable Grantor, endorsed or assigned in blank or in favor of the Security Agent or, if an Event of Default shall have occurred and be continuing, in its own name as pledgee or the name of its nominee (as pledgee or as sub-agent). Each Grantor will promptly give to the Security Agent copies of any notices or other communications received by it with respect to Pledged Securities registered in the name of such Grantor. If an Event of Default shall have occurred and be continuing, the Security Agent shall have the right to exchange the certificates representing Pledged Securities for certificates of smaller or larger denominations for any purpose consistent with this Agreement.

**SECTION 2.06. *Voting Rights; Dividends and Interest, Etc.*** (a) Unless and until an Event of Default shall have occurred and be continuing and the Security Agent shall have notified the Grantors that their rights under this Section 2.06 are being suspended:

(i) Each Grantor shall be entitled to exercise any and all voting and/or other consensual rights and powers inuring to an owner of Pledged Securities or any part thereof for any purpose not in violation of the terms of this Agreement, the Facility Agreement and the other Transaction Documents.

(ii) The Security Agent shall execute and deliver to each Grantor, or cause to be executed and delivered to such Grantor, all such proxies, powers of attorney and other instruments as such Grantor may reasonably request for the purpose of enabling such Grantor to exercise the voting and/or consensual rights and powers it is entitled to exercise pursuant to subparagraph (i) above.

(iii) Each Grantor shall be entitled to receive and retain any and all dividends, interest, principal and other distributions paid on or distributed in respect of the Pledged Securities to the extent and only to the extent that such dividends, interest, principal and other distributions are permitted by, and otherwise paid or distributed in accordance with, the terms and conditions of the Facility Agreement, the other Transaction Documents

and applicable laws; *provided* that any noncash dividends, interest, principal or other distributions that would constitute Pledged Stock or Pledged Debt Securities, whether resulting from a subdivision, combination or reclassification of the outstanding Equity Interests of the issuer of any Pledged Securities or received in exchange for Pledged Securities or any part thereof, or in redemption thereof, or as a result of any merger, consolidation, acquisition or other exchange of assets to which such issuer may be a party or otherwise, shall be and become part of the Pledged Collateral, and, if received by any Grantor, shall be held in trust for the benefit of the Secured Parties and shall be forthwith delivered to the Security Agent in the same form as so received (with any endorsement or instrument of assignment reasonably satisfactory to the Security Agent).

(b) Upon the occurrence and during the continuance of an Event of Default, after the Security Agent shall have notified the Grantors of the suspension of their rights under paragraph (a)(iii) of this Section 2.06, then all rights of any Grantor to dividends, interest, principal or other distributions that such Grantor is authorized to receive pursuant to paragraph (a)(iii) of this Section 2.06 shall cease, and all such rights shall thereupon become vested in the Security Agent for so long as such Event of Default is continuing, which shall have the sole and exclusive right and authority to receive and retain such dividends, interest, principal or other distributions. All dividends, interest, principal or other distributions received by any Grantor contrary to the provisions of this Section 3.06 shall be held in trust for the benefit of the Security Agent, shall be segregated from other property or funds of such Grantor and shall be forthwith delivered to the Security Agent upon demand in the same form as so received (with any endorsement or instrument of assignment reasonably satisfactory to the Security Agent). Any and all money and other property paid over to or received by the Security Agent pursuant to the provisions of this paragraph (b) shall be retained by the Security Agent in an account to be established by the Security Agent upon receipt of such money or other property and shall be applied in accordance with the provisions of Section 4.02. After all Events of Default have been cured or waived and each applicable Grantor has delivered to the Security Agent certificates to that effect, the Security Agent shall, within five Business Days after all such Events of Default have been cured or waived, repay to each applicable Grantor (without interest) all dividends, interest, principal or other distributions that such Grantor would otherwise be permitted to retain pursuant to the terms of paragraph (a)(iii) of this Section 2.06 and that remain in such account.

(c) Upon the occurrence and during the continuance of an Event of Default, after the Security Agent shall have notified the Grantors of the suspension of their rights under paragraph (a)(i) of this Section 2.06, then all rights of any Grantor to exercise the voting and consensual rights and powers it is entitled to exercise pursuant to paragraph (a)(i) of this Section 2.06, and the obligations of the Security Agent under paragraph (a)(ii) of this Section 2.06, shall cease, and all such rights shall thereupon become vested in the Security Agent, which shall have the sole and exclusive right and authority to exercise such voting and consensual rights and powers; *provided* that, unless otherwise directed by the Majority Lenders, the Security Agent shall have the right from

time to time following and during the continuance of an Event of Default to permit the Grantors to exercise such rights.

(d) Any notice given by the Security Agent to the Grantors suspending their rights under paragraph (a) of this Section 2.06(i) may be given by telephone if promptly confirmed in writing, (ii) may be given to one or more of the Grantors at the same or different times and (iii) may suspend the rights of the Grantors under paragraph (a)(i) or paragraph (a)(iii) in part without suspending all such rights (as specified by the Security Agent in its sole and absolute discretion) and without waiving or otherwise affecting the Security Agent's rights to give additional notices from time to time suspending other rights so long as an Event of Default has occurred and is continuing.

(e) After all Events of Default have been cured or waived, each Grantor shall have the right to exercise the voting and/or consensual rights and powers that such Grantor would otherwise be entitled to exercise pursuant to the terms of paragraph (a)(i) above.

### ARTICLE III

#### *Security Interests in Personal Property*

SECTION 3.01. ***Security Interest.*** (a) As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby grants to the Security Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest (the "***Security Interest***"), in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "***Article 9 Collateral***"):

- (i) all Deposit Accounts;
- (ii) all Accounts;
- (iii) all Chattel Paper;
- (iv) all Instruments;
- (v) all Investment Property;
- (vi) all Documents;
- (vii) all General Intangibles;
- (viii) all Inventory;
- (ix) all Equipment;

- (x) all Fixtures;
- (xi) all Intellectual Property;
- (xii) all books and records pertaining to the Article 9 Collateral; and
- (xiii) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

(b) Each Grantor hereby irrevocably authorizes the Security Agent at any time and from time to time to file in any relevant jurisdiction any initial financing statements (including fixture filings) with respect to the Article 9 Collateral or any part thereof and amendments thereto that (i) indicate the Article 9 Collateral as “all assets” of such Grantor or words of similar effect as being of an equal or lesser scope or with greater detail, and (ii) contain the information required by Article 9 of the Uniform Commercial Code of each applicable jurisdiction for the filing of any financing statement or amendment, including (A) whether such Grantor is an organization, the type of organization and any organizational identification number issued to such Grantor and (B) in the case of a financing statement filed as a fixture filing, a sufficient description of the real property to which such Article 9 Collateral relates. Each Grantor agrees to provide such information to the Security Agent promptly upon request.

Each Grantor also ratifies its authorization for the Security Agent to file in any relevant jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof.

The Security Agent is further authorized to file with the United States Patent and Trademark Office or the United States Copyright Office (to the extent provided herein) (or any successor office) such documents as may be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, in the Trademarks, Copyrights or Patents owned by such Grantor and naming such Grantor or the Grantors as debtors and the Security Agent as secured party.

(c) The Security Interest is granted as security only and shall not subject the Security Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Article 9 Collateral.

(d) Notwithstanding anything herein to the contrary, in no event shall the Security Interest attach to, and “Article 9 Collateral” shall not include, (i) any contract, agreement, General Intangible, Instrument, Chattel Paper, or License (each a “*Restrictive Agreement*”) to which any Grantor is a party or any of its rights or interests thereunder to the extent and for so long as the grant of the Security Interest shall constitute or result in (A) the unenforceability, abandonment or invalidation of any right of such Grantor therein or (B) in a breach or termination pursuant to the terms of, or a default under, any such Restrictive Agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the New York UCC or

any other applicable law of similar effect); *provided, however*, that the Security Interest shall attach immediately at such time as the condition causing such unenforceability, abandonment or invalidation shall be remedied and, to the extent severable, shall attach immediately to any portion of such contract or agreement that does not result in any of the consequences specified in (A) or (B) including any proceeds of such contract or agreement, (ii) any asset or property that is owned by the Grantor as of the date hereof or that is purchased or otherwise acquired (including through any permitted acquisition) in accordance with the terms of the Facility Agreement and subject to a Lien or contractual restriction if the terms of such Lien or contractual restriction would prohibit the grant of a Lien in such assets or property under this Agreement, (iii) any Equipment that is subject to a Lien permitted by the Facility Agreement, (iv) any vehicle covered by a certificate of title or ownership, (v) assets sold to a Person that is not a Grantor in compliance with the Facility Agreement, (vi) any Letter of Credit Rights to the extent any Grantor is required by applicable law to apply the proceeds of a drawing of such Letter of Credit for a specified purpose, (vii) any property excluded from the definition of Pledged Collateral by virtue of the proviso to Section 2.01 hereof or (viii) any Excluded Foreign Property (the property described in clauses (i) through (viii), the “*Excluded Property*”).

SECTION 3.02. ***Representations and Warranties.*** Each Grantor, jointly with the other Grantors and severally, represents and warrants to the Security Agent and the Secured Parties that:

(a) The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein (including (x) the exact legal name of each Grantor and (y) the jurisdiction of organization of each Grantor) is correct and complete, in all material respects, as of the Commencement Date. Except with respect to Liens (if any) on Specified Assets, upon the completion of the filing of the Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations containing a description of the Article 9 Collateral prepared by the Security Agent based upon the information provided to the Security Agent and the Secured Parties in the Perfection Certificate for filing in each governmental, municipal or other office specified in Section 2 of the Perfection Certificate (or specified by notice from the U.S. Borrower to the Security Agent after the Commencement Date in the case of filings, recordings or registrations required by the Facility Agreement), the filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office (to the extent provided therein) in order to perfect the Security Interest in Article 9 Collateral consisting of United States Patents, United States registered Trademarks and United States registered Copyrights and any filings after the Commencement Date as may be necessary under any requirement of law, the payment of all applicable fees, the delivery to and continuing possession by the Security Agent of all Pledged Securities, all Instruments, all Chattel Paper and all Documents a security interest in which is perfected by possession, and the obtaining and maintenance of “control” (as described in the Uniform Commercial Code as in effect in the applicable jurisdiction) by the Security Agent of all Deposit Accounts, all Electronic Chattel Paper, Letter-of-Credit Rights, all Uncertificated Securities and



all Securities Accounts, in each case a security interest in which is perfected by such "control," the security interests granted in Section 3.01 will constitute legal, valid and perfected (to the extent provided herein) security interests in such Grantor's Article 9 Collateral (except for Excluded Property) in favor of the Security Agent, for the benefit of the Secured Parties, as collateral security for such Grantor's Obligations, enforceable in accordance with the terms hereof against all creditors of such Grantor and any Persons purporting to purchase any such Article 9 Collateral from such Grantor other than in the ordinary course of business, except as (x) enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law) or by an implied covenant of good faith and fair dealing, and (y) to the extent that the recording of an assignment or other transfer of title to the Security Agent or the recording of other applicable documents in the United States Patent and Trademark Office or the United States Copyright Office may be necessary for perfection or enforceability, and is and will be prior to all other Liens on such Article 9 Collateral except for Liens permitted pursuant to the Facility Agreement.

(b) The Article 9 Collateral is owned by the Grantors free and clear of any Lien, except for Liens expressly permitted pursuant to the Facility Agreement or arising by operation of law.

SECTION 3.03. *Covenants.* (a) Each Grantor agrees promptly to notify the Security Agent in writing of any change in (i) its legal name, (ii) its identity or type of organization or corporate structure, (iii) its Federal Taxpayer Identification Number or organizational identification number or (iv) its jurisdiction of organization. Each Grantor agrees promptly to provide the Security Agent with certified organizational documents reflecting any of the changes described in the first sentence of this paragraph. Each Grantor agrees promptly to notify the Security Agent if any material portion of the Article 9 Collateral owned or held by such Grantor is damaged or destroyed.

(b) At its option, the Security Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Article 9 Collateral and not permitted pursuant to the Facility Agreement, and may pay for the maintenance and preservation of the Article 9 Collateral to the extent any Grantor fails to do so as required by the Facility Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse the Security Agent on demand for any payment made or any reasonable expense incurred by the Security Agent pursuant to the foregoing authorization; *provided, however,* that nothing in this paragraph shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Security Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, Liens, security interests or other encumbrances and maintenance as set forth herein or in the other Transaction Documents.

(c) Each Grantor agrees, at its own expense, promptly to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Security Agent may from time to time reasonably request to better assure, obtain, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing or continuation statements (including fixture filings) or other documents in connection herewith or therewith.

Without limiting the generality of the foregoing, each Grantor hereby authorizes the Security Agent, with prompt notice thereof to the Grantors, to supplement this Agreement by supplementing Schedule III or adding additional schedules hereto to specifically identify any asset or item that constitutes registered or applied for Copyrights, material exclusive Copyright License, issued or applied for Patents, material exclusive Patent License, registered or applied for Trademarks (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051) or material exclusive Trademark License acquired by the Grantor after the date hereof; provided that any Grantor shall have the right, exercisable within 30 days after it has been notified by the Security Agent of the specific identification of such Collateral, to advise the Security Agent in writing of any inaccuracy of the representations and warranties made by such Grantor hereunder with respect to such Collateral. Each Grantor agrees that it will use commercially reasonable efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Collateral to the extent provided herein within 60 days after the date it has been notified by the Security Agent of the specific identification of such Collateral.

(d) At the Grantors' cost and expense, the Security Agent or any agent of the Security Agent may, at all reasonable times and on giving reasonable notice, inspect the Article 9 Collateral, provided that, unless an Event of Default has occurred, no more than two such inspections shall occur in any 12 month period.

(e) Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Article 9 Collateral, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Security Agent and the other Secured Parties from and against any and all liability for such performance.

(f) None of the Grantors will, without the Security Agent's prior written consent (which consent shall not be unreasonably withheld), grant any extension of the time of payment of any Accounts included in the Article 9 Collateral, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any Person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, credits, discounts, compromises, compoundings or settlements granted or made in the ordinary course of business or as otherwise permitted under the Facility Agreement.

(g) Each Grantor irrevocably makes, constitutes and appoints the Security Agent (and all officers, employees or agents designated by the Security Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, upon the occurrence and during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Article 9 Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto; *provided* that the Security Agent agrees not to exercise any rights as agent except following the occurrence and during the continuance of an Event of Default. If any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required by the Facility Agreement or to pay any premium in whole or part relating thereto, the Security Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Security Agent deems advisable or necessary. All sums disbursed by the Security Agent in connection with this paragraph, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantors to the Security Agent and shall be additional Obligations secured hereby.

**SECTION 3.04. *Covenants Regarding Patent, Trademark and Copyright Collateral.*** (a) Each Grantor agrees that it will not do any act or omit to do any act (and will exercise commercially reasonable efforts to prevent its licensees from doing any act or omitting to do any act) whereby any Patent that is material to the normal conduct of such Grantor's business may become invalidated or prematurely dedicated to the public, and agrees that it shall take commercially reasonable steps with respect to any material products covered by any such Patent to mark such products with the relevant patent number to the extent it determines necessary and sufficient to establish and preserve its rights under applicable patent laws.

(b) Each Grantor will, and will use its commercially reasonable efforts to cause its licensees or its sublicensees to, for each Trademark material to the normal conduct of such Grantor's business, (i) maintain such Trademark in full force, free from any adjudication of abandonment or invalidity for non-use, (ii) maintain the quality of products and services offered under such Trademark consistent with the quality of such products and services as of the date hereof, (iii) display such Trademark with notice of federal registration to the extent it determines necessary and sufficient to establish and preserve its rights under applicable law and (iv) not knowingly use or knowingly permit its licensees' use of such Trademark in violation of any third-party rights.

(c) Each Grantor will, and will use its commercially reasonable efforts to cause its licensees or its sublicensees to, for each work covered by a Copyright material to the normal conduct of such Grantor's business that it publishes, displays and distributes, use copyright notice as necessary to establish and preserve its rights under applicable copyright laws.

(d) Each Grantor shall notify the Security Agent promptly if it knows that any Patent or Trademark material to the normal conduct of such Grantor's business is

likely to become abandoned, lost or dedicated to the public other than by expiration, or of any materially adverse determination or development, excluding office actions and similar determinations in the United States Patent and Trademark Office, United States Copyright Office or any court, regarding such Grantor's ownership of any such material Patent, Trademark or Copyright or its right to register or to maintain the same.

(e) Each Grantor shall (i) inform the Security Agent within 45 days after the end of each calendar year of each Patent acquired in its own name with the United States Patent and Trademark Office, each registration of any Trademark with the United States Patent and Trademark Office and each registration of any Copyright with the United States Copyright Office acquired in its own name during the preceding calendar year, and (ii) upon the reasonable request of the Security Agent, execute and deliver any and all agreements, instruments, documents and papers as the Security Agent may reasonably request to evidence the Security Agent's security interest in such Patent, Trademark or Copyright.

(f) Each Grantor shall exercise its reasonable business judgment consistent with the practice in any proceeding before the United States Patent and Trademark Office or the United States Copyright Office with respect to maintaining and pursuing each material application relating to any Patent, Trademark and/or Copyright (and obtaining the relevant grant or registration) material to the normal conduct of such Grantor's business and to maintain (i) each issued Patent and (ii) the registrations of each Trademark and each Copyright in each case that is material to the normal conduct of such Grantor's business, including, when applicable and necessary in such Grantor's reasonable business judgment, timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if any Grantor believes necessary in its reasonable business judgment, to initiate opposition, interference and cancellation proceedings against third parties.

(g) In the event that any Grantor knows that any Article 9 Collateral consisting of a Patent, Trademark or Copyright material to the normal conduct of its business has been or is about to be materially infringed, misappropriated or diluted by a third party, such Grantor shall promptly notify the Security Agent and shall, if such Grantor deems it necessary in its reasonable business judgment, promptly contact such third party, and if necessary or advisable in its reasonable business judgment, sue and recover damages, and take such other actions as it determines are reasonably appropriate under the circumstances.

(h) Upon the occurrence and during the continuance of an Event of Default, each Grantor shall use commercially reasonable efforts to obtain all requisite consents or approvals from the licensor under each Copyright License, Patent License or Trademark License to effect the assignment of all such Grantor's right, title and interest thereunder to (in the Security Agent's sole discretion) the designee of the Security Agent or the Security Agent.

## ARTICLE IV

*Remedies*

SECTION 4.01. *Remedies Upon Default.* Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees to deliver each item of Collateral to the Security Agent on demand, and it is agreed that the Security Agent shall have the right to take any of or all the following actions at the same or different times subject to the mandatory requirements of applicable law: (a) with respect to any Article 9 Collateral consisting of Intellectual Property, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Article 9 Collateral by the applicable Grantor to the Security Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any such Article 9 Collateral throughout the world on such reasonable terms and conditions and in such reasonable manner as the Security Agent shall determine (other than in violation of any then-existing rights or licensing arrangements to the extent that waivers cannot be obtained), and (b) with or without legal process and with or without prior notice or demand for performance, to take possession of the Article 9 Collateral and without liability for trespass to enter any premises where the Article 9 Collateral may be located for the purpose of taking possession of or removing the Article 9 Collateral and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Security Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral at a public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Security Agent shall deem appropriate. The Security Agent shall be authorized at any such sale of securities (if it deems it necessary or advisable to do so) to restrict the prospective bidders or purchasers to Persons who represent and agree that they are purchasing such securities for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale of Collateral pursuant to this Section 4.01, the Security Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale of Collateral shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives and releases (to the extent permitted by law) all rights of redemption, stay, valuation and appraisal that such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Security Agent shall give the applicable Grantors 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-611 of the New York UCC or its equivalent in other jurisdictions) of the Security Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Security

Agent may fix and state in the notice (if any) of such sale. Subject to preexisting rights and licenses, at any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Security Agent may (in its commercially reasonable discretion) determine. The Security Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Security Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Security Agent until the sale price is paid by the purchaser or purchasers thereof, but the Security Agent shall not incur any liability in the event that any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again in accordance with the provisions of this Section 4.01. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section 4.01, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Security Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Security Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Security Agent may proceed by a suit or suits at law or in equity to foreclose under this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Any sale pursuant to the provisions of this Section 4.01 shall be deemed, to the extent permitted by applicable law, to conform to the commercially reasonable standards as provided in Section 9-610(b) of the New York UCC or its equivalent in other jurisdictions.

SECTION 4.02. *Application of Proceeds.* The Security Agent shall promptly apply the proceeds, moneys or balances of any collection, sale, foreclosure or other realization upon any Collateral, as well as any Collateral consisting of cash, as follows:

FIRST, to the payment of all reasonable costs and expenses incurred by the Facility Agent or the Security Agent (in their respective capacities as such hereunder or under any other Transaction Document) in connection with such collection, sale, foreclosure or realization or otherwise in connection with this

Agreement, any other Transaction Document or any of the Obligations, including all court costs and the reasonable fees and expenses of its agents and legal counsel, the repayment of all advances made by the Facility Agent and/or the Security Agent hereunder or under any other Transaction Document on behalf of any Grantor and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Transaction Document, excluding any Excluded Liabilities;

SECOND, to the payment in full of the Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the respective amounts of the Obligations owed to them on the date of any such distribution); and

THIRD, to the Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The Security Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of Collateral by the Security Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the consideration by the Security Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Security Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 4.03. ***Grant of License to Use Intellectual Property.*** Solely for the purpose of and to the extent of enabling the Security Agent to exercise rights and remedies under this Agreement at such time and only for so long as the Security Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to (in the Security Agent's sole discretion) a designee of the Security Agent, for the ratable benefit of the Secured Parties, a nonexclusive license (exercisable without payment of royalty or other compensation to any Grantor) to use, license or sublicense any of the Article 9 Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Security Agent may be exercised, at the option of the Security Agent, upon the occurrence and during the continuation of an Event of Default; *provided* that any license, sublicense or other transaction entered into by the Security Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

SECTION 4.04. ***Securities Act.*** In view of the position of the Grantors in relation to the Pledged Collateral, or because of other current or future circumstances, a question may arise under the U.S. Securities Act of 1933, as now or hereafter in effect, or any similar statute hereafter enacted analogous in purpose or effect (such Act and any

such similar statute as from time to time in effect being called the “*Federal Securities Laws*”) with respect to any disposition of the Pledged Collateral permitted hereunder. Each Grantor understands that compliance with the Federal Securities Laws might very strictly limit the course of conduct of the Security Agent if the Security Agent were to attempt to dispose of all or any part of the Pledged Collateral, and might also limit the extent to which or the manner in which any subsequent transferee of any Pledged Collateral could dispose of the same. Similarly, there may be other legal restrictions or limitations affecting the Security Agent in any attempt to dispose of all or part of the Pledged Collateral under applicable “blue sky” or other state securities laws or similar laws analogous in purpose or effect. Each Grantor recognizes that in light of such restrictions and limitations the Security Agent may, with respect to any sale of the Pledged Collateral, limit the purchasers to those who will agree, among other things, to acquire such Pledged Collateral for their own account, for investment, and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that in light of such restrictions and limitations, the Security Agent, in its sole and absolute discretion (a) may proceed to make such a sale whether or not a registration statement for the purpose of registering such Pledged Collateral or part thereof shall have been filed under the Federal Securities Laws and (b) may approach and negotiate with a limited number of potential purchasers (including a single potential purchaser) to effect such sale. Each Grantor acknowledges and agrees that any such sale might result in prices and other terms less favorable to the seller than if such sale were a public sale without such restrictions. In the event of any such sale, the Security Agent shall incur no responsibility or liability for selling all or any part of the Pledged Collateral at a price that the Security Agent, in its sole and absolute discretion, may in good faith deem reasonable under the circumstances, notwithstanding the possibility that a substantially higher price might have been realized if the sale were deferred until after registration as aforesaid or if more than a single potential purchaser was approached. The provisions of this Section 4.04 will apply notwithstanding the existence of a public or private market upon which the quotations or sales prices may exceed substantially the price at which the Security Agent sells.

## ARTICLE V

### *Miscellaneous*

SECTION 5.01. **Notices.** All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in the Facility Agreement. All communications and notices hereunder to any Grantor shall be given to it in care of the U.S. Borrower.

SECTION 5.02. **Waivers; Amendment.** (a) No failure or delay by the Security Agent or any Secured Party in exercising any right or power hereunder or under any other Transaction Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Security Agent



and the Secured Parties hereunder and under the other Transaction Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section 5.02, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Drawing shall not be construed as a waiver of any Event of Default, regardless of whether the Security Agent or any Secured Party may have had notice or knowledge of such Event of Default at the time. No notice or demand on any Grantor in any case shall entitle any Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Security Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with the Facility Agreement.

**SECTION 5.03. *Security Agent's Fees and Expenses; Indemnification.***

(a) The parties hereto agree that the Security Agent shall be entitled to reimbursement of its expenses incurred hereunder as provided in the Facility Agreement, and the Grantors hereby agree to indemnify the Security Agent to the extent that the Borrower is required to do so in the Facility Agreement. Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Transaction Documents.

**SECTION 5.04. *Successors and Assigns.*** Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Security Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

**SECTION 5.05. *Survival of Agreement.*** All covenants, agreements, representations and warranties made by the Grantors in the Transaction Documents and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Transaction Document shall be considered to have been relied upon by the Secured Parties and shall survive the execution and delivery of the Transaction Documents and the making of any Drawings, regardless of any investigation made by or on behalf of any Secured Party and notwithstanding that the Security Agent or any Secured Party may have had notice or knowledge of any Event of Default or incorrect representation or warranty at the time any credit is extended under the Facility Agreement, and shall continue in full force and effect as long as the principal of or any accrued interest on any Drawing or any fee or any other amount payable under any Transaction Document is outstanding and unpaid and so long as the Commitments under the Facility have not expired or been terminated.

**SECTION 5.06. *Counterparts; Effectiveness; Several Agreement.*** This Agreement may be executed in counterparts, each of which shall constitute an original

but all of which when taken together shall constitute single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic imaging means shall be as effective as delivery of a manually signed counterpart of this Agreement. This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Security Agent and a counterpart hereof shall have been executed on behalf of the Security Agent, and thereafter shall be binding upon such Grantor and the Security Agent and their respective permitted successors and assigns, and shall inure to the benefit of such Grantor, the Security Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Facility Agreement. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 5.07. *Severability.* Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 5.08. *Right of Setoff.* If an Event of Default shall have occurred and be continuing, each Secured Party is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to setoff and apply any and all Collateral (including any deposits (general or special, time or demand, provisional or final)) (other than deposits held in a custodial, trust or fiduciary capacity) at any time held and other obligations at any time owing by such Secured Party to or for the credit or the account of any Grantor against any and all of the obligations of such Grantor now or hereafter existing under this Agreement and the other Transaction Documents held by such Secured Party, irrespective of whether or not such Secured Party shall have made any demand under this Agreement or any other Transaction Document and although such obligations may be unmatured. The rights of each Secured Party under this Section 5.08 are in addition to other rights and remedies (including other rights of setoff) which such Secured Party may have.

SECTION 5.09. *Governing Law; Jurisdiction; Consent to Service of Process.* (a) This Agreement shall be construed and enforced in accordance with and governed by the law of the State of New York without giving effect to its principles or rules of conflicts of laws to the extent that the same are not mandatorily applicable by statute and the application of the laws of another jurisdiction would be required thereby.

(b) Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Transaction Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Transaction Document shall affect any right that any party hereto may otherwise have to bring any action or proceeding relating to this Agreement or any other Transaction Document against any other party, or its properties in the courts of any jurisdiction.

(c) Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Transaction Document in any court referred to in paragraph (b) of this Section 5.09. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 5.01. Nothing in this Agreement or any other Transaction Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

**SECTION 5.10. WAIVER OF JURY TRIAL.** EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER TRANSACTION DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER TRANSACTION DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.10.

**SECTION 5.11. Headings.** Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this

Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 5.12. *Security Interest Absolute.* All rights of the Security Agent hereunder, the Security Interest, the grant of a security interest in the Pledged Collateral and all obligations of each Grantor hereunder shall, to the fullest extent permitted by applicable law, be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Facility Agreement, any other Transaction Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Facility Agreement, any other Transaction Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Obligations or this Agreement.

SECTION 5.13. *Termination or Release.* (a) This Agreement, the Security Interest, the pledge of the Pledged Collateral and all other security interests granted hereby shall terminate, and the Grantors shall automatically be released from their obligations hereunder, when all the Obligations have been indefeasibly paid in full and the Lenders have no further commitment to lend under the Facility Agreement.

(b) A Grantor shall automatically be released from its obligations hereunder and the Security Interests created hereunder in the Collateral of such Grantor shall be automatically released upon the release of the guarantee of such Grantor pursuant to Section 15.1 of the Guarantee Agreement (and, in the case of the U.S. Borrower, the payment in full of all Obligations of the U.S. Borrower under the Transaction Documents).

(c) Upon any sale or other transfer by any Grantor of any Collateral that is permitted under the Facility Agreement to any Person that is not a Grantor, or, upon the effectiveness of any written consent to the release of the Security Interest granted hereby in any Collateral pursuant to the Facility Agreement, the Security Interest in such Collateral shall be automatically released.

(d) In connection with any termination or release pursuant to paragraph (a), (b) or (c) above, the Security Agent shall promptly execute and deliver to any Grantor, at such Grantor's expense, all Uniform Commercial Code termination statements and similar documents that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section 5.13 shall be without recourse to or representation or warranty by the Security Agent or any Secured Party. Without limiting the provisions of Section 5.03, the Grantor shall reimburse the Security Agent upon demand for all costs and out of pocket expenses, including the fees, charges and expenses of counsel, incurred by it in connection with any action contemplated by this Section 5.13.

SECTION 5.14. *Additional Grantors.* Any Person that becomes a U.S. Subsidiary after the date hereof and a Guarantor under the Guarantee Agreement shall concurrently enter into this Agreement as a Grantor upon becoming such a U.S. Subsidiary. Upon execution and delivery by the Security Agent and such U.S. Subsidiary of a supplement in the form of Exhibit I hereto, such U.S. Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any such instrument shall not require the consent of any other Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

SECTION 5.15. *Security Agent Appointed Attorney-in-Fact.* Each Grantor hereby appoints the Security Agent the attorney-in-fact of such Grantor for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that the Security Agent may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest; provided that the Security Agent agrees not to exercise any rights pursuant to this appointment except following the occurrence and during the continuance of an Event of Default. Without limiting the generality of the foregoing, the Security Agent shall have the right, upon the occurrence and during the continuance of an Event of Default, with full power of substitution either in the Security Agent's name or in the name of such Grantor (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to ask for, demand, sue for, collect, receive and give acquittance for any and all moneys due or to become due under and by virtue of any Collateral, (d) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral; (e) to send verifications of Accounts to any Account Debtor; (f) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (g) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (h) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Security Agent; and (i) subject to pre-existing rights and licenses, to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Security Agent were the absolute owner of the Collateral for all purposes; *provided* that nothing herein contained shall be construed as requiring or obligating the Security Agent to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Security Agent, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby. The Security Agent and the other Secured Parties shall be accountable only for amounts actually received as a result of the exercise of the powers granted to them herein, and neither they nor their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.


SECTION 5.16. *Capacity.* The Security Agent declares that it holds on trust for the Secured Parties (i) the sum of NZ\$10 and (ii) any Lien arising under this Agreement on any property located, or taken for the purposes of any applicable stamp duty legislation of an Australian state or territory to be located, in an Australian state or territory.

[Remainder of page intentionally left blank]

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

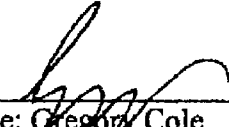
EVERGREEN PACKAGING INC.,

by

  
\_\_\_\_\_  
Name: Gregory Cole  
Title: Vice President

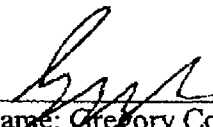
NZFP RESOURCES USA INC.,

by

  
\_\_\_\_\_  
Name: Gregory Cole  
Title: Vice President

CARTER HOLT HARVEY HOLDINGS  
USA INC.

by

  
\_\_\_\_\_  
Name: Gregory Cole  
Title: Vice President

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

CREDIT SUISSE, SYDNEY BRANCH, as  
Security Agent,

by

  
Name: **Michael Tierney**  
Title: **Managing Director**

by

  
Name: **Malcolm White**  
Title: **Associate**

TRADEMARK

REEL: 003687 FRAME: 0192





GRANTORS

EVERGREEN PACKAGING INC.

NZFP RESOURCES USA INC.

CARTER HOLT HARVEY HOLDINGS USA INC.



EQUITY INTERESTS

<u>Issuer</u>	<u>Number of Certificate</u>	<u>Registered Owner</u>	<u>Number and Class of Equity Interest</u>	<u>Percentage of Equity Interests</u>
NZFP Resources USA Inc.	C-13	Evergreen Packaging Inc.	1,642 common shares	100%
Carter Holt Harvey Holdings USA Inc.	C-3	NZFP Resources USA Inc.	1,000 common shares	100%

PLEDGED DEBT SECURITIES

<u>Issuer</u>	<u>Principal Amount</u>	<u>Date of Note</u>	<u>Maturity Date</u>
NONE.			



U.S. COPYRIGHTS OWNED BY EVERGREEN PACKAGING INC.

*U.S. Copyright Registrations*

	<u>Title</u>	<u>Reg. No.</u>
NONE.		

*Pending U.S. Copyright Applications for Registration*

	<u>Title</u>	<u>Date Filed</u>
NONE.		

## LICENSES

*I. Licenses/Sublicenses of EVERGREEN PACKAGING INC. as Licensor/Sublicensor on Date Hereof**A. Copyrights**U.S. Copyrights*

<u>Licensee Name and Address</u>	<u>Date of License/ Sublicense</u>	<u>Title of U.S. Copyright</u>	<u>Reg. No.</u>
NONE.			

*B. Patents**U.S. Patents*

<u>Licensee Name and Address</u>	<u>Date of License/ Sublicense</u>	<u>Issue Date</u>	<u>Patent No.</u>
NONE.			

*U.S. Patent Applications*

<u>Licensee Name and Address</u>	<u>Date of License/ Sublicense</u>	<u>Date Filed</u>	<u>Application No.</u>
NONE.			



*C. Trademarks**U.S. Trademarks*

<u>Licensee Name and Address</u>	<u>Date of License/ Sublicense</u>	<u>U.S. Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
NONE.				

*U.S. Trademark Applications*

<u>Licensee Name and Address</u>	<u>Date of License/ Sublicense</u>	<u>U.S. Mark</u>	<u>Date Filed</u>	<u>Application No.</u>
NONE.				

*D. Others*

	Licensee Name <u>and Address</u>	Date of License/ <u>Sublicense</u>	Subject <u>Matter</u>
NONE.			

*II. Licenses/Sublicenses of EVERGREEN PACKAGING INC. as Licensee/Sublicensee on Date Hereof*

*A. Copyrights*

*U.S. Copyrights*

<u>Licensor Name and Address</u>	<u>Date of License/ Sublicense</u>	<u>Title of U.S. Copyright</u>	<u>Reg. No.</u>
NONE.			

*B. Patents**U.S. Patents*

	<u>Licensors Name and Address</u>	<u>Date of License/ Sublicense</u>	<u>Issue Date</u>	<u>Patent No.</u>
NONE.				

*U.S. Patent Applications*

	<u>Licensors Name and Address</u>	<u>Date of License/ Sublicense</u>	<u>Date Filed</u>	<u>Application No.</u>
NONE.				

*C. Trademarks**U.S. Trademarks*

<u>Licensor Name and Address</u>	<u>Date of License/ Sublicense</u>	<u>U.S. Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
NONE.				

*U.S. Trademark Applications*

<u>Licensor Name and Address</u>	<u>Date of License/ Sublicense</u>	<u>U.S. Mark</u>	<u>Date Filed</u>	<u>Application No.</u>
NONE.				

*D. Others*

Licensor Name and Address  
NONE.

Date of License/  
Sublicense

Subject Matter

PATENTS OWNED BY EVERGREEN PACKAGING INC.

*U.S. Patents*

	<u>Patent No.</u>	<u>Issue Date</u>
NONE.		

*U.S. Patent Applications*

	<u>Patent Application No.</u>	<u>Filing Date</u>
NONE.		

TRADEMARK/TRADE NAMES OWNED BY EVERGREEN PACKAGING INC.

*U.S. Trademark Registrations*

	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
NONE.			

*U.S. Trademark Applications*

	<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
NONE.			

*State Trademark Registrations*

	<u>State</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
NONE.				



*Trade Names*

NONE. Country(s) Where Used

Trade Names

U.S. COPYRIGHTS OWNED BY NZFP RESOURCES USA INC.

*U.S. Copyright Registrations*

	<u>Title</u>	<u>Reg. No.</u>
NONE.		

*Pending U.S. Copyright Applications for Registration*

	<u>Title</u>	<u>Date Filed</u>
NONE.		

## LICENSES

*I. Licenses/Sublicenses of NZFP RESOURCES USA INC. as Licensor/Sublicensor on Date Hereof**A. Copyrights**U.S. Copyrights*

<u>Licensee Name and Address</u>	<u>Date of License/ Sublicense</u>	<u>Title of U.S. Copyright</u>	<u>Reg. No.</u>
NONE.			

*B. Patents*

*U.S. Patents*

	<u>Licensee Name and Address</u>	<u>Date of License/ Sublicense</u>	<u>Issue Date</u>	<u>Patent No.</u>
NONE.				

*U.S. Patent Applications*

	<u>Licensee Name and Address</u>	<u>Date of License/ Sublicense</u>	<u>Date Filed</u>	<u>Application No.</u>
NONE.				

*C. Trademarks*

*U.S. Trademarks*

<u>Licensee Name and Address</u>	<u>Date of License/ Sublicense</u>	<u>U.S. Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
NONE.				

*U.S. Trademark Applications*

<u>Licensee Name and Address</u>	<u>Date of License/ Sublicense</u>	<u>U.S. Mark</u>	<u>Date Filed</u>	<u>Application No.</u>
NONE.				

*D. Others*

	Licensee Name <u>and Address</u>	Date of License/ <u>Sublicense</u>	Subject <u>Matter</u>
NONE.			

*II. Licenses/Sublicenses of NZFP RESOURCES USA INC. as Licensee/Sublicensee on Date Hereof*

*A. Copyrights*

*U.S. Copyrights*

<u>Licensor Name and Address</u>	<u>Date of License/ Sublicense</u>	<u>Title of U.S. Copyright</u>	<u>Reg. No.</u>
NONE.			

*B. Patents*

*U.S. Patents*

<u>Licensor Name and Address</u>	<u>Date of License/ Sublicense</u>	<u>Issue Date</u>	<u>Patent No.</u>
NONE.			

*U.S. Patent Applications*

<u>Licensor Name and Address</u>	<u>Date of License/ Sublicense</u>	<u>Date Filed</u>	<u>Application No.</u>
NONE.			



*C. Trademarks*

*U.S. Trademarks*

<u>Licensor Name and Address</u>	<u>Date of License/ Sublicense</u>	<u>U.S. Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
NONE.				

*U.S. Trademark Applications*

<u>Licensor Name and Address</u>	<u>Date of License/ Sublicense</u>	<u>U.S. Mark</u>	<u>Date Filed</u>	<u>Application No.</u>
NONE.				

*D. Others*

<u>Licensor Name and Address</u>	<u>Date of License/ Sublicense</u>	<u>Subject Matter</u>
NONE.		

PATENTS OWNED BY NZFP RESOURCES USA INC.

*U.S. Patents*

	<u>Patent No.</u>	<u>Issue Date</u>
NONE.		

*U.S. Patent Applications*

	<u>Patent Application No.</u>	<u>Filing Date</u>
NONE.		

TRADEMARK/TRADE NAMES OWNED BY NZFP RESOURCES USA INC.

*U.S. Trademark Registrations*

	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
NONE.			

*U.S. Trademark Applications*

	<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
NONE.			

*State Trademark Registrations*

	<u>State</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
NONE.				

*Trade Names*

NONE. Country(s) Where Used

Trade Names

U.S. COPYRIGHTS OWNED BY CARTER HOLT HARVEY HOLDINGS USA INC.

*U.S. Copyright Registrations*

	<u>Title</u>	<u>Reg. No.</u>
NONE.		

*Pending U.S. Copyright Applications for Registration*

	<u>Title</u>	<u>Date Filed</u>
NONE.		

LICENSES

*I. Licenses/Sublicenses of Carter Holt Harvey Holdings USA Inc. as Licensor/Sublicensor on Date Hereof*

*A. Copyrights*

*U.S. Copyrights*

<u>Licensee Name and Address</u>	<u>Date of License/ Sublicense</u>	<u>Title of U.S. Copyright</u>	<u>Reg. No.</u>
NONE.			

*B. Patents**U.S. Patents*

<u>Licensee Name and Address</u>	<u>Date of License/ Sublicense</u>	<u>Issue Date</u>	<u>Patent No.</u>
NONE.			

*U.S. Patent Applications*

<u>Licensee Name and Address</u>	<u>Date of License/ Sublicense</u>	<u>Date Filed</u>	<u>Application No.</u>
NONE.			



C. Trademarks

*U.S. Trademarks*

<u>Licensee Name and Address</u>	<u>Date of License/ Sublicense</u>	<u>U.S. Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
NONE.				

*U.S. Trademark Applications*

<u>Licensee Name and Address</u>	<u>Date of License/ Sublicense</u>	<u>U.S. Mark</u>	<u>Date Filed</u>	<u>Application No.</u>
NONE.				

*D. Others*

	Licensee Name <u>and Address</u>	Date of License/ <u>Sublicense</u>	Subject <u>Matter</u>
NONE.			

*II. Licenses/Sublicenses of CARTER HOLT HARVEY HOLDINGS USA INC. as  
Licensee/Sublicensee on Date Hereof*

*A. Copyrights*

*U.S. Copyrights*

<u>Licensor Name and Address</u>	<u>Date of License/ Sublicense</u>	<u>Title of U.S. Copyright</u>	<u>Reg. No.</u>
NONE.			

*B. Patents*

*U.S. Patents*

<u>Licensor Name and Address</u>	<u>Date of License/ Sublicense</u>	<u>Issue Date</u>	<u>Patent No.</u>
NONE.			

*U.S. Patent Applications*

<u>Licensor Name and Address</u>	<u>Date of License/ Sublicense</u>	<u>Date Filed</u>	<u>Application No.</u>
NONE.			

*C. Trademarks**U.S. Trademarks*

<u>Licensor Name and Address</u>	<u>Date of License/ Sublicense</u>	<u>U.S. Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
NONE.				

*U.S. Trademark Applications*

<u>Licensor Name and Address</u>	<u>Date of License/ Sublicense</u>	<u>U.S. Mark</u>	<u>Date Filed</u>	<u>Application No.</u>
NONE.				

*D. Others*

<u>Licensor Name and Address</u>	<u>Date of License/ Sublicense</u>	<u>Subject Matter</u>
NONE.		

PATENTS OWNED BY CARTER HOLT HARVEY HOLDINGS USA INC.

*U.S. Patents*

	<u>Patent No.</u>	<u>Issue Date</u>
NONE.		

*U.S. Patent Applications*

	<u>Patent Application No.</u>	<u>Filing Date</u>
NONE.		

TRADEMARK/TRADE NAMES OWNED BY  
CARTER HOLT HARVEY HOLDINGS USA INC.*U.S. Trademark Registrations*

	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
NONE.			

*U.S. Trademark Applications*

	<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
NONE.			

*State Trademark Registrations*

	<u>State</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
NONE.				



*Trade Names*

NONE. Country(s) Where Used

Trade Names



SUPPLEMENT NO. [?] (this "**Supplement**") dated as of [?], 200[?] to the U.S. Collateral Agreement dated as of December 18, 2006 (the "**Collateral Agreement**"), among EVERGREEN PACKAGING INC., a Delaware corporation (the "**U.S. Borrower**"), the U.S. Subsidiaries from time to time party thereto and CREDIT SUISSE, SYDNEY BRANCH (together with its affiliates, "**Credit Suisse**"), as security agent (in such capacity, the "**Security Agent**") for the Finance Parties.

A. Reference is made to the Multi-Option Facility Agreement dated December 18, 2006 (as amended, supplemented or otherwise modified from time to time, the "**Facility Agreement**"), among the U.S. Borrower, the Parent, the Australian Borrower, the Lenders from time to time party thereto and Credit Suisse, as Facility Agent and as Security Agent.

B. Each capitalized term used but not defined herein shall have the meaning assigned to it in the Facility Agreement and the Collateral Agreement.

C. The Grantors have entered into the Collateral Agreement in order to induce the Lenders to make Drawings. Section 5.14 of the Collateral Agreement provides that additional U.S. Subsidiaries of the Parent may become Grantors under the Collateral Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned U.S. Subsidiary (the "**New U.S. Subsidiary**") is executing this Supplement in accordance with the requirements of the Facility Agreement and the Collateral Agreement to become a Grantor under the Collateral Agreement in order to induce the Lenders to make additional Drawings and as consideration for Drawings previously made.

Accordingly, the Security Agent and the New U.S. Subsidiary agree as follows:

SECTION 1. In accordance with Section 5.14 of the Agreement, the New U.S. Subsidiary by its signature below becomes a Grantor under the Collateral Agreement with the same force and effect as if originally named therein as a Grantor and the New U.S. Subsidiary hereby (a) agrees to all the terms and provisions of the Collateral Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the New U.S. Subsidiary, as security for the payment and performance in full of the Obligations, does hereby create and grant to the Security Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New U.S. Subsidiary's right, title and interest in and to the Collateral of the New U.S. Subsidiary to the extent provided in the Collateral Agreement. Each reference to a "Grantor" in the Collateral Agreement shall be deemed to include the New U.S. Subsidiary. The Collateral Agreement is hereby incorporated herein by reference.

SECTION 2. The New U.S. Subsidiary represents and warrants to the Security Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Security Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New U.S. Subsidiary and the Security Agent. Delivery of an executed signature page to this Supplement by facsimile transmission or other electronic imaging means shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New U.S. Subsidiary hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the information, with respect to such New U.S. Subsidiary, required by the Perfection Certificate attached as Exhibit II to the Collateral Agreement and (d) set forth under its signature hereto, is the true and correct legal name of the New U.S. Subsidiary, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. Except as expressly supplemented hereby, the Collateral Agreement shall remain in full force and effect.

**SECTION 6. THIS SUPPLEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICTS OF LAWS TO THE EXTENT THAT THE SAME ARE NOT MANDATORILY APPLICABLE BY STATUTE AND THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.**

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Collateral Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the Collateral Agreement.

SECTION 9. The New U.S. Subsidiary agrees to reimburse the Security Agent for its reasonable out-of-pocket expenses in connection with this Supplement,

including the reasonable fees, other charges and disbursements of counsel for the Security Agent.

IN WITNESS WHEREOF, the New U.S. Subsidiary and the Security Agent have duly executed this Supplement to the Collateral Agreement as of the day and year first above written.

[NAME OF NEW U.S. SUBSIDIARY],

by

\_\_\_\_\_  
Name:  
Title:  
Address:  
Legal Name:  
Jurisdiction of Formation:

CREDIT SUISSE, SYDNEY BRANCH, as  
Security Agent,

by

\_\_\_\_\_  
Name:  
Title:

by

\_\_\_\_\_  
Name:  
Title:

Collateral of the New U.S. Subsidiary

[Follow format of Perfection Certificate attached as  
Exhibit II to the Collateral Agreement.]





**EXHIBIT II - FORM OF PERFECTION CERTIFICATE**

See Tab 6



**EXHIBIT III - FORM OF COPYRIGHT SECURITY AGREEMENT**

Intentionally Omitted



**EXHIBIT IV - FORM OF PATENT AND TRADEMARK  
SECURITY AGREEMENT**

See Tab 10