

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Campus Management Corp.		02/08/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	Ares Capital Corporation
Street Address:	280 Park Avenue
Internal Address:	22nd Floor East
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3232590	CAMPUSVUE COLLEGIATE
Registration Number:	3232591	CAMPUSVUE
Registration Number:	2892901	CAMPUSNET
Registration Number:	2939237	CAMPUSLINK
Registration Number:	2939238	CAMPUSCARE
Registration Number:	2965722	CAMPUS MANAGEMENT CORP
Registration Number:	3254375	CLASS SOFTWARE
Registration Number:	2881142	CAMPUS2000
Registration Number:	3259702	CAMPUS MANAGEMENT CORP

CORRESPONDENCE DATA

Fax Number: (212)508-1450

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

Phone: 212-705-7768

TRADEMARK

REEL: 003716 FRAME: 0361

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OP \$240.00 3232590

Email: brandi.sinkovich@bingham.com
Correspondent Name: Bingham McCutchen LLP
Address Line 1: 399 Park Avenue
Address Line 2: Brandi Sinkovich
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER: Brandi Sinkovich

Signature: /brandi sinkovich/

Date: 02/08/2008

Total Attachments: 43

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SECURITY PLEDGE AGREEMENT

SECURITY PLEDGE AGREEMENT, dated as of February 8, 2008, made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the “Grantors”), in favor of ARES CAPITAL CORPORATION, a Maryland corporation (“ARCC”), as collateral agent (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”) acting pursuant to this Agreement for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of February 8, 2008 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among CAMPUS MANAGEMENT ACQUISITION CORP., a Delaware corporation (the “Parent”), CAMPUS MANAGEMENT CORP., a Florida corporation (the “Borrower”), the lending institutions from time to time party thereto (each a “Lender” and, collectively, the “Lenders”), ARCC, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”) and the Collateral Agent (the Administrative Agent together with the Collateral Agent, collectively, the “Agents”), the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower is a member of an affiliated group of companies that includes each of the other Grantors;

WHEREAS, the proceeds of the Loans under the Credit Agreement will be used in part to enable the Borrower to make valuable transfers to one or more of the other Grantors in connection with the operation of their respective businesses;

WHEREAS, the Borrower and the other Grantors are engaged in related businesses, and each Grantor will derive substantial direct and indirect benefit from the making of the loans under the Credit Agreement; and

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective Loans to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered this Agreement to the Collateral Agent for the benefit of the Secured Parties;

NOW, THEREFORE, in consideration of the premises and to induce the Agents and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective Loans to the Borrower thereunder and, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. DEFINED TERMS

1.1. Definitions. (a) Unless otherwise defined herein, capitalized terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit

Agreement, and the following terms which are defined in the UCC are used herein as so defined: Account, Certificated Security, Chattel Paper, Commercial Tort Claim, Contract, Document, Equipment, Farm Products, Fixtures, General Intangible, Goods, Instrument, Inventory, Letter of Credit Right and Supporting Obligation. All other capitalized terms used herein without definition which are not defined in the Credit Agreement but are defined in the UCC, shall have the definitions given therefor in the UCC.

(b) The following terms shall have the following meanings:

“Agreement” shall mean this Security Pledge Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

“Borrower Obligations” shall mean all obligations (monetary or otherwise, whether absolute or contingent, matured or unmatured) of the Borrower arising under or in connection with the Credit Agreement or any other Credit Document (as defined in the Credit Agreement), Unpaid Drawings (as defined in the Credit Agreement) and the principal of and premium, if any, and interest (including interest accruing during the pendency of any proceeding of the type described in Section 11.01(h) of the Credit Agreement, whether or not allowed in such proceeding) on the Loans (as defined in the Credit Agreement).

“Collateral” shall have the meaning set forth in Section 2.

“Collateral Account” shall mean any collateral account established by the Collateral Agent as provided in Sections 5.1 or 5.4.

“Copyright Licenses” shall mean any written agreement naming any Grantor as licensor or licensee (including, without limitation, those listed in Schedule 6), granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, publish, distribute, exploit and sell materials derived from any Copyright.

“Copyrights” shall mean (a) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed in Schedule 4(a)), all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office and (b) the right to obtain all renewals thereof.

“Deposit Account” shall mean a demand, time, savings, passbook, or like account maintained with a depository institution, but does not include Investment Property or Accounts evidenced by an instrument.

“Guarantor Obligations” shall mean, with respect to any Guarantor, all obligations and liabilities of such Guarantor which may arise under or in connection with this Agreement, the Guarantee or any other Credit Document to which such Guarantor is a party.

“Guarantors” shall mean, collectively, each Grantor other than the Borrower.

“Intellectual Property” shall mean, collectively, all rights, priorities and privileges relating to intellectual property, whether registered or unregistered, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Copyrights, the Patents, the Trademarks and the Trade Secrets and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

“Intercompany Note” shall mean any promissory note evidencing loans made by any Grantor to any other Grantor.

“Investment Property” shall mean, collectively, (a) all “investment property” as such term is defined in Section 9-102(a)(49) of the UCC and (b) whether or not constituting “investment property” as so defined, all Pledged Notes and all Pledged Stock.

“Issuers” shall mean, collectively, each issuer of any Investment Property.

“Obligations” shall mean (a) in the case of the Borrower, the Borrower Obligations, and (b) in the case of each Guarantor, its Guarantor Obligations.

“Patents” shall mean (a) all letters patent of the United States, any other country or any political subdivision thereof and, all reissues and extensions thereof, including, without limitation, any of the foregoing referred to in Schedule 4(b), (b) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to in Schedule 4(b), and (c) all rights to obtain any reissues or extensions of the foregoing.

“Patent License” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use, sell, offer to sell, or import any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in Schedule 6.

“Pledged Notes” shall mean all promissory notes listed on Schedule 1, all Intercompany Notes at any time issued to any Grantor and all other promissory notes issued to or held by any Grantor (other than promissory notes issued in connection with extensions of trade credit by any Grantor in the ordinary course of business).

“Pledged Stock” shall mean the shares of Capital Stock listed on Schedule 1, together with any other shares, stock certificates, options, interests or rights of any nature whatsoever in respect of the Capital Stock of any Person that may be issued or granted to, or held by, any Grantor while this Agreement is in effect.

“Proceeds” shall mean all “proceeds” as such term is defined in Section 9-102(a)(64) of the UCC and, in any event, shall include, without limitation, all dividends

or other income from the Investment Property, collections thereon or distributions or payments with respect thereto.

“Receivable” shall mean any right to payment for goods sold or leased or for services rendered, whether or not such right is evidenced by an Instrument or Chattel Paper and whether or not it has been earned by performance (including, without limitation, any Account).

“Securities Act” shall mean the Securities Act of 1933, as amended.

“Termination Date” shall mean the date on which (a) the Loans and the other Obligations (other than Unasserted Contingent Obligations) shall have been paid in full (or Cash Collateralized in a manner satisfactory to the Collateral Agent) and (b) the Commitments have been terminated.

“Trade Secrets” shall mean all trade secrets now existing or hereafter adopted or acquired, including, without limitation, any of the foregoing referred to in Schedule 4(d).

“Trade Secret Licenses” shall mean any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trade Secret, including, without limitation, any of the foregoing referred to in Schedule 6.

“Trademarks” shall mean (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, domain names, trade styles, service marks, logos and other source or business identifiers (in each case, whether registered or unregistered), and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule 4(c) and (b) the right to obtain all renewals thereof.

“Trademark License” shall mean any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 6.

“Unasserted Contingent Obligations” shall mean, at any time, Obligations for taxes, costs, indemnifications, reimbursements, damages and other liabilities (excluding Obligations in respect of the principal of, and interest and premium (if any) on, and fees and expenses relating to, any Obligation) in respect of which no written assertion of liability and no written claim or demand for payment has been made (and, in the case of Obligations for indemnification, no notice for indemnification has been issued by the indemnitee) at such time.

1.2. Other Definitional Provisions. (a) The words “hereof”, “herein”, “hereto” and “hereunder” and words of similar import when used in this Agreement shall refer to this

Agreement as a whole and not to any particular provision of this Agreement, and Section and Schedule references are to this Agreement unless otherwise specified.

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms. Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, shall refer to such Grantor's Collateral or the relevant part thereof.

SECTION 2. GRANT OF SECURITY INTEREST

Each Grantor hereby pledges, assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, all of its personal property, whether 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, including, without limitation, all of the following property, wherever located (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

- (a) all Accounts;
- (b) all Chattel Paper;
- (c) all Contracts;
- (d) all Deposit Accounts;
- (e) all Documents;
- (f) all Equipment;
- (g) all General Intangibles;
- (h) all Instruments;
- (i) all Intellectual Property;
- (j) all Copyright Licenses, Patent Licenses, Trademark Licenses and Trade Secret Licenses;
- (k) all Inventory;
- (l) all Investment Property;
- (m) all Commercial Tort Claims, including those Commercial Tort Claims described on Schedule 5 hereto;
- (n) all Supporting Obligations;

- (o) all Fixtures;
- (p) all Letter-of-Credit Rights;
- (q) all Goods and other property not otherwise described above (except for any property specifically excluded from any clause in this Section 2, and any property specifically excluded from any defined term used in any clause of this section above);
- (r) all books and records pertaining to the Collateral; and
- (s) 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;

provided, that notwithstanding the foregoing, this Agreement shall not constitute (and the term “Collateral” shall not include) a grant of a security interest in (i) any Grantor’s right, title or interest in any license, contract, or agreement to which such Grantor is a party or any of its right, title or interest thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract, or agreement, result in a breach of the terms of, or constitute a default under, any license, contract, or agreement to which such Grantor is a party (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 UCC or any other Applicable Law (including, without limitation, Title 11 of the United States Code) or principles of equity); provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Collateral shall include, and such Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect; provided, further that the grant of security interest shall extend to and the term “Collateral” shall include any and all Proceeds of such license, such contract or such agreement to which such Grantor is a party or any of its right, title or interest thereunder to the extent such Proceeds are not otherwise excluded by the initial proviso of this Section 2; or (ii) any Capital Stock in any “first-tier” Foreign Subsidiary that (x) constitutes a “controlled foreign corporation” (as defined in Section 951 of the Code), the pledge of which such Capital Stock would give rise to an adverse tax consequence, and (y) results in more than 65% of the Capital Stock in such Person that is entitled to vote being pledged hereunder.

SECTION 3. REPRESENTATIONS AND WARRANTIES

To induce the Agents and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective Loans to the Borrower thereunder, each Grantor hereby represents and warrants to each Secured Party that:

3.1. Representations in Credit Agreement. In the case of each Credit Party, the representations and warranties set forth in Article VIII of the Credit Agreement as they relate to such Grantor or to the Credit Documents to which such Grantor is a party, each of which is hereby incorporated herein by reference, are true and correct as of the date on which such representations and warranties are made pursuant to the Credit Agreement, and each Secured Party shall be entitled to rely on each of them as if they were fully set forth herein.

3.2. Title; No Other Liens. No financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as have been filed in favor of the Collateral Agent, for the benefit of the Secured Parties, pursuant to this Agreement or as are permitted by the Credit Agreement or as are Permitted Liens set forth on Schedule 10.02 of the Credit Agreement. For the avoidance of doubt, it is understood and agreed that any Grantor may, in the ordinary course of its business, grant non-exclusive licenses to third parties to use Intellectual Property owned or developed by a Grantor. For purposes of this Agreement and the other Credit Documents, such licensing activity shall not constitute a “Lien” on such Intellectual Property.

3.3. Perfected Priority Liens. The security interests granted pursuant to this Agreement, upon completion of the filings and other actions specified on Schedule 2 (which, in the case of all filings and other documents referred to on said Schedule, have been delivered to the Collateral Agent in completed and duly executed form) will constitute valid perfected security interests in all of the Collateral in favor of the Collateral 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 Collateral from such Grantor and are prior to all other Liens on the Collateral and the proceeds thereof except for Permitted Liens which have priority over the Liens on the Collateral by operation of law.

3.4. Perfection Certificate; Jurisdiction of Organization; Chief Executive Office. Each Grantor has previously delivered (or, substantially simultaneously with the delivery hereof, will deliver) to the Collateral Agent a certificate signed by such Grantor and entitled Perfection Certificate (the “Perfection Certificate”). Each Grantor represents and warrants to the Secured Parties that, to the extent not otherwise disclosed in writing to the Collateral Agent in accordance with the terms of the Credit Agreement, as of the Closing Date: (a) such Grantor’s exact legal name is that indicated on the Perfection Certificate and on the signature page hereof, (b) such Grantor is an organization of the type, and is organized in the jurisdiction, set forth in the Perfection Certificate, (c) the Perfection Certificate accurately sets forth such Grantor’s organizational identification number or accurately states that such Grantor has none, (d) the Perfection Certificate accurately sets forth such Grantor’s place of business or, if more than one, its chief executive office, as well as such Grantor’s mailing address, if different, and (e) all other information set forth on the Perfection Certificate pertaining such Grantor is accurate and complete in all material respects.

3.5. Farm Products. None of the Collateral constitutes, or is the Proceeds of, Farm Products.

3.6. Investment Property. (a) Subject to clause (ii) of the proviso to Section 2, as more fully set forth on Schedule 3, the shares of Pledged Stock pledged by such Grantor hereunder constitute all the issued and outstanding shares of all classes of the Capital Stock of each Issuer owned by such Grantor.

(b) All the shares of the Pledged Stock issued by any Subsidiary of any Grantor have been duly and validly issued and are fully paid and nonassessable.

(c) Each of the Pledged Notes issued by any Subsidiary of any Grantor constitutes the legal, valid and binding obligation of the obligor with respect thereto, enforceable in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

(d) Such Grantor is the record and beneficial owner of, and has good and marketable title to, the Investment Property pledged by it hereunder, prior to all other Liens on the Collateral in existence on the date hereof except for Permitted Liens which have priority over the Liens on the Collateral by operation of law.

3.7. Receivables. (a) No amount payable to such Grantor under or in connection with any Receivable is evidenced by any Instrument or Chattel Paper which has not been delivered to the Collateral Agent to the extent such delivery is required by Section 4.2.

(b) The amounts represented by such Grantor to the Secured Parties from time to time as owing to such Grantor in respect of the Receivables will at such times be accurate in all material respects.

3.8. Contracts. No amount payable to such Grantor under or in connection with any Contract is evidenced by any Instrument or Chattel Paper which has not been delivered to the Collateral Agent to the extent such delivery is required by Section 4.2.

3.9. Intellectual Property. (a) Schedule 4 lists all items of registered Intellectual Property and applications for registered Intellectual Property owned by such Grantor in its own name on the date hereof. Schedule 7 lists all software products embodying Copyrights (including any Copyrights listed on Schedule 4) of such Grantor that are commercialized by such Grantor on the date hereof (as updated when required by Section 9.01(d) of the Credit Agreement).

(b) On the date hereof, (i) all Intellectual Property of such Grantor described on Schedule 4 as updated when required by Section 9.01(d) of the Credit Agreement, and all other material Intellectual Property of such Grantor is valid, subsisting, unexpired and enforceable and has not been abandoned and (ii) to the best knowledge of such Grantor, such Intellectual Property described in clause (i) above does not infringe the intellectual property rights of any other Person.

(c) Except as set forth in Schedule 6 as updated when required by Section 9.01(d) of the Credit Agreement, on the Closing Date, none of the Intellectual Property owned by such Grantor is the subject of any licensing or franchise agreement, in each case, that involves future payments to such Grantor during any twelve (12) month period in excess of \$50,000 per annum, pursuant to which such Grantor is the licensor or franchisor. The Grantors shall update Schedule 6 during the term of the Credit Agreement to include all licensing or franchise agreements under which a Grantor licenses or franchises Intellectual Property owned by such Grantor and under which such Intellectual Property is utilized for ten thousand (10,000) or more student records.

(d) No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such Grantor's rights in, any Intellectual Property of such Grantor in any manner that could reasonably be expected to have a Material Adverse Effect.

(e) No action or proceeding is pending, or, to the knowledge of such Grantor, threatened, on the date hereof seeking to limit, cancel or question the validity of any Intellectual Property of such Grantor or such Grantor's ownership interest therein, which, if adversely determined, is reasonably likely to have a Material Adverse Effect on the value of any such Intellectual Property of such Grantor.

SECTION 4. COVENANTS

Each Grantor covenants and agrees with the Secured Parties that, from and after the date of this Agreement until the Termination Date:

4.1. Covenants in Credit Agreement. Each Grantor hereby agrees and covenants to (a) do each of the things set forth in the Credit Agreement that a Credit Party agrees and covenants to do and/or that a Credit Party agrees and covenants to cause its Subsidiaries and/or any Grantor to do, and (b) to not do each of the things set forth in the Credit Agreement that a Credit Party agrees and covenants to do and/or that a Credit Party agrees and covenants to cause its Subsidiaries and/or any Grantor not to do, in each case, fully as though such Grantor was a party thereto, and such agreements and covenants are incorporated herein by this reference, mutatis mutandis.

4.2. Delivery of Instruments, Certificated Securities and Chattel Paper. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument or Chattel Paper, in each case, in excess of \$500,000, or Certificated Security, such Instrument, Certificated Security or Chattel Paper shall be delivered to the Collateral Agent, together with such endorsements, notations and stock powers with respect thereto as the Collateral Agent may reasonably request, duly indorsed in a manner reasonably satisfactory to the Collateral Agent, to be held for the benefit of the Secured Parties, as Collateral under this Agreement.

4.3. Maintenance of Perfected Security Interest. Such Grantor shall maintain the security interest created by this Agreement as a perfected security interest having at least the priority described in Section 3.3 and shall defend such security interest against the claims and demands of all Persons whomsoever.

4.4. Changes in Locations, Name, etc. Such Grantor will not, except upon 30 days' prior written notice to the Collateral Agent (or such lesser notice as the Collateral Agent may agree):

(a) change the location of its chief executive office or sole place of business from that referred to in Section 3.4; or

(b) change its name, identity or corporate structure.

4.5. Investment Property. (a) Subject to clause (ii) of the proviso to Section 2, if such Grantor shall become entitled to receive or shall receive any certificate in respect of any Capital Stock (including, without limitation, any certificate representing a stock dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization of such Capital Stock), option or rights in respect of any Pledged Stock, whether in addition to, in substitution of, as a conversion of, or in exchange for, any shares of the Pledged Stock, or otherwise in respect thereof, such Grantor shall accept the same as the agent of the Secured Parties, hold the same for the benefit of the Secured Parties and deliver the same forthwith to the Collateral Agent in the exact form received, duly indorsed by such Grantor to the Collateral Agent, if required, together with an undated stock transfer power covering such certificate, in form and substance satisfactory to Collateral Agent, duly executed in blank by such Grantor to be held by the Collateral Agent as additional Collateral for the Obligations. In case any distribution shall be made on or in respect of the Investment Property or any property shall be distributed upon or with respect to the Investment Property, the property so distributed shall be delivered to the Collateral Agent to be held by it as additional Collateral for the Obligations.

(b) In the case of each Grantor which is an Issuer, such Issuer agrees that (i) it will be bound by the terms of this Agreement relating to the Investment Property issued by it and will comply with such terms insofar as such terms are applicable to it and (ii) the terms of Sections 5.3(c) and 5.7 shall apply to it, mutatis mutandis, with respect to all actions that may be required of it pursuant to Section 5.3(c) with respect to the Investment Property issued by it.

4.6. Receivables. At any time during an Event of Default, upon receipt of the written request of Collateral Agent, such Grantor will not (a) grant any extension of the time of payment of any Receivable, (b) compromise or settle any Receivable for less than the full amount thereof, (c) release, wholly or partially, any Person liable for the payment of any Receivable, (d) allow any credit or discount whatsoever on any Receivable or (e) amend, supplement or modify any Receivable in any manner that could adversely affect the value thereof.

4.7. Intellectual Property. Except in the ordinary course of business or as such Grantor shall in the exercise of reasonable business judgment determine otherwise,

(a) such Grantor (either itself or through licensees) will (i) continue to use each material Trademark owned by such Grantor on each and every trademarked class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force and effect free from any claim of abandonment for non-use, (ii) maintain the quality of products and services offered under such Trademark, (iii) use such Trademark with the appropriate notice of registration and all other notices and legends required by Applicable Laws, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless the Collateral Agent, for the benefit of the Secured Parties, shall obtain a perfected security interest in such mark pursuant to this Agreement, and (v) not do any act or knowingly omit to do any act and will use commercially reasonable efforts to prevent its licensees from doing any act or omitting to do any act whereby such Trademark may become invalidated or impaired in any way.

(b) such Grantor will not do any act, or omit to do any act and will use commercially reasonable efforts to prevent its licensees from doing any act or omitting to do any act, whereby any Patent owned by such Grantor may become forfeited, abandoned or dedicated to the public.

(c) such Grantor (i) will employ each material Copyright owned by such Grantor and (ii) will not do any act or knowingly omit to do any act and will use commercially reasonable efforts to prevent its licensees from doing any act or omitting to do any act whereby any material portion of such Copyrights may become invalidated or otherwise impaired. Such Grantor will not do any act and will use commercially reasonable efforts to prevent its licensees from doing any act whereby any material portion of such Copyrights may fall into the public domain.

(d) such Grantor will not do any act or omit to do any act and will use commercially reasonable efforts to prevent its licensees from doing any act or omitting to do any act, whereby any material portion of a Trade Secret owned by such Grantor may be lost or otherwise impaired, become forfeited, dedicated to the public or otherwise fall into the public domain.

(e) such Grantor will not do any act and will use commercially reasonable efforts to prevent its licensees from doing any act that knowingly uses any Intellectual Property owned by such Grantor to infringe the intellectual property rights of any other Person.

(f) upon receipt from the United States Copyright Office of notice of registration of any Copyright(s), such Grantor shall promptly (but in no event later than 10 Business Days following such receipt) notify Collateral Agent of such registration by delivering, or causing to be delivered to Collateral Agent, via overnight courier, electronic mail or telefacsimile at the addresses designated in the Credit Agreement, documentation sufficient for Collateral Agent to perfect Collateral Agent's Liens on such Copyright(s).

(g) such Grantor (i) will comply with the requirements set forth in Section 9.16 of the Credit Agreement and, (ii) in respect of all other Intellectual Property described on Schedule 4 (as updated when required by Section 9.01(d) of the Credit Agreement), will take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration corresponding to such application), to maintain each registration of such Intellectual Property, and to file applications for renewal, affidavits of use and affidavits of incontestability.

(h) such Grantor shall take the actions reasonably necessary to protect the confidentiality of the Intellectual Property Rights that are material to the conduct of its business, taken as a whole.

4.8. Intellectual Property Filing. Whenever such Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Intellectual Property with the United States Patent and Trademark Office, the United States

Copyright Office or any similar office or agency in any other country or any political subdivision thereof, such Grantor shall report such filing to the Collateral Agent as required, in each case, by Section 9.01(d) and Section 9.16 of the Credit Agreement and Section 4.7(f) of this Agreement; provided, that in accordance with Section 4.7(f) Grantor shall notify the Collateral Agent, within ten (10) Business Days of receipt from the United States Copyright Office of notice of registration of any Copyright(s). Upon request of the Collateral Agent, such Grantor shall promptly execute and deliver, in recordable form, any and all agreements, instruments, documents, and papers as the Collateral Agent may request to evidence the Collateral Agent's Lien on any registered Copyright, Patent, Trademark or application therefor owned by such Grantor and the goodwill and general intangibles of such Grantor relating thereto or represented thereby.

4.9. Commercial Tort Claims. If such Grantor shall obtain an interest in any Commercial Tort Claim with a demand in excess of \$50,000, such Grantor shall promptly amend Schedule 5 hereto to describe such Commercial Tort Claim and take such actions as deemed necessary by the Collateral Agent, including, without limitation, the delivery of documents acceptable to the Collateral Agent and the filing of a financing statement covering such Commercial Tort Claim to be filed against such Grantor in the relevant jurisdiction specified in Schedule 2 hereto, by the Collateral Agent to grant to the Collateral Agent, for the benefit of the Secured Parties, as collateral security for such Grantor's Obligations, a valid perfected security interest in such Commercial Tort Claim which security interest shall be prior to all other Liens on such Commercial Tort Claim except for liens permitted by the Credit Agreement which have priority over the Liens on such Commercial Tort Claim by operation of law.

4.10. Collateral in the Possession of a Bailee. If any Collateral in excess of \$5,000 is, now or at any time hereafter, in the possession of a bailee (other than in connection with the repair of any Equipment or other property constituting Collateral in the ordinary course), each Grantor shall promptly, but in any event within 5 Business Days, notify the Collateral Agent thereof and, at the Collateral Agent's reasonable request and option, shall use commercially reasonable efforts to promptly obtain an acknowledgement from the bailee, in form and substance satisfactory to the Collateral Agent, that the bailee holds such Collateral for the benefit of the Collateral Agent and such bailee's agreement to comply, without further consent of such Grantor, at any time with instructions of the Collateral Agent as to such Collateral. The Collateral Agent agrees with the Grantors that the Collateral Agent shall not give any such instructions unless an Event of Default has occurred and is continuing.

4.11. [Intentionally deleted.]

4.12. Letter-of-Credit Rights. If any Grantor is, (a) now a beneficiary under any letter of credit or (b) at any time hereafter, a beneficiary under any letter of credit with a value in excess of \$25,000, such Grantor shall promptly, but in any event within 5 Business Days, notify the Collateral Agent thereof and, at the request and option of the Collateral Agent, such Grantor shall, pursuant to an agreement in form and substance reasonably satisfactory to the Collateral Agent, either (a) arrange for the issuer and any confirmer of such letter of credit to consent to an assignment to the Collateral Agent of the proceeds of the letter of credit or (b) arrange for the Collateral Agent to become the transferee beneficiary of the letter of credit, with the Collateral

Agent agreeing, in each case, that the proceeds of the letter of credit are to be applied as provided in the Credit Agreement.

4.13. Further Assurances; Pledge of Instruments. At the sole expense of each Grantor, each Grantor shall promptly and duly execute and deliver any and all such further instruments and documents and take such further action as the Collateral Agent may reasonably request in writing to obtain the full benefits of this Agreement and of the rights and powers herein granted, which shall in any case include, but shall not be limited to: (a) using commercially reasonable efforts if reasonably required by the Collateral Agent to secure all consents and approvals necessary or appropriate for the grant of a security interest to the Collateral Agent in any Contract that is material to such Grantor's business held by such Grantor or in which such Grantor has any right or interest not heretofore assigned, (b) authorizing the filing of and delivering and causing to be filed any financing or continuation statements under the UCC with respect to the security interests granted hereby, (c) filing or reasonably cooperating with the Collateral Agent in filing any forms or other documents required to be recorded with the United States Patent and Trademark Office, the United States Copyright Office or if reasonably requested by the Collateral Agent, any actions, filings, recordings or registrations in any foreign jurisdiction or under any international treaty, required to secure or protect the Collateral Agent's interest in such Grantor's Collateral, (d) at the Collateral Agent's reasonable request, transferring such Grantor's Collateral to the Collateral Agent's possession (if a security interest in such Collateral can be perfected by possession), (e) at the Collateral Agent's reasonable request, placing the interest of the Collateral Agent as lienholder on the certificate of title (or similar evidence of ownership) of any vehicle, watercraft or other Equipment constituting Collateral owned by such Grantor which is covered by a certificate of title (or similar evidence of ownership), (f) executing and delivering and using commercially reasonable efforts to cause the applicable issuer or nominated party under a letter of credit to execute and deliver a Letter-of-Credit Right in or to which such Grantor has any right or interest in order to perfect the security interest created hereunder in favor of the Collateral Agent (including giving the Collateral Agent "control" over such Collateral within the meaning of the applicable provisions of Article 8 and Article 9 of the UCC), (g) upon the Collateral Agent's reasonable request, executing and delivering or causing to be delivered written notice to insurers of the Collateral Agent's security interest in, or claim in or under, any policy of insurance (including unearned premiums) and (h) using commercially reasonable efforts to obtain acknowledgments from bailees having possession of any Collateral and waivers of liens from landlords and mortgagees of any location where any of the Collateral may from time to time be stored or located. Such Grantor also hereby authorizes the Collateral Agent to file any such financing or continuation statement without the signature of such Grantor. If any amount payable under or in connection with any of the Collateral is or shall become evidenced by any Instrument in excess of \$500,000, such Instrument, other than checks and notes received in the ordinary course of business, shall be duly endorsed in a manner satisfactory to the Collateral Agent and delivered to the Collateral Agent promptly and in any event within ten (10) Business Days of such Grantor's receipt thereof. Notwithstanding the foregoing, no Grantor will be required to perfect the Collateral Agent's security interest in any item of Collateral, including in clauses (e) or (h) above, to the extent the Collateral Agent, in its reasonable discretion, determines that the cost to such Grantor of perfecting such security interest would outweigh the value of obtaining perfection.

SECTION 5. REMEDIAL PROVISIONS

5.1. Certain Matters Relating to Receivables. (a) After the occurrence and during the continuance of an Event of Default, (i) the Collateral Agent shall have the right to make test verifications of the Receivables in any manner and through any medium that it reasonably considers advisable, and each Grantor shall furnish all such assistance and information as the Collateral Agent may require in connection with such test verifications and (ii) upon the Collateral Agent's request and at the expense of the relevant Grantor, such Grantor shall cause independent public accountants or others satisfactory to the Collateral Agent to furnish to the Collateral Agent reports showing reconciliations, aging and test verifications of, and trial balances for, the Receivables.

(b) The Collateral Agent hereby authorizes each Grantor to collect such Grantor's Receivables, subject to the Collateral Agent's direction and control, and the Collateral Agent may curtail or terminate said authority at any time after the occurrence and during the continuance of an Event of Default. If required by the Collateral Agent at any time after the occurrence and during the continuance of an Event of Default, any payments of Receivables, when collected by any Grantor, (i) shall be forthwith (and, in any event, within one (1) Business Day) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Collateral Agent if required, in a Collateral Account maintained under the sole dominion and control of the Collateral Agent, subject to withdrawal by the Collateral Agent for the account of the Secured Parties only as provided in Section 5.5, and (ii) until so turned over, shall be held by such Grantor for the benefit of the Secured Parties, segregated from other funds of such Grantor. Each such deposit of Proceeds of Receivables shall be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit.

(c) At the Collateral Agent's request after the occurrence and during the continuance of an Event of Default, each Grantor shall deliver to the Collateral Agent all original and other documents evidencing, and relating to, the agreements and transactions which gave rise to the Receivables, including, without limitation, all original orders, invoices and shipping receipts.

5.2. Communications with Obligors; Grantors Remain Liable. (a) The Collateral Agent in its own name or in the name of others may at any time after the occurrence and during the continuance of an Event of Default, communicate with obligors under the Receivables and parties to the Contracts to verify with them to the Collateral Agent's satisfaction the existence, amount and terms of any Receivables or Contracts.

(b) Upon the request of the Collateral Agent at any time after the occurrence and during the continuance of an Event of Default, each Grantor shall notify obligors on the Receivables and parties to the Contracts that the Receivables and the Contracts have been assigned to the Collateral Agent for the benefit of the Secured Parties and that payments in respect thereof shall be made directly to the Collateral Agent.

(c) Anything herein to the contrary notwithstanding, each Grantor shall remain liable under each of the Receivables and Contracts to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with

the terms of any agreement giving rise thereto. No Secured Party shall have any obligation or liability under any Receivable (or any agreement giving rise thereto) or Contract by reason of or arising out of this Agreement or the receipt by any Secured Party of any payment relating thereto, nor shall any Secured Party be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Receivable (or any agreement giving rise thereto) or Contract, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

5.3. Pledged Stock; Pledged Notes. (a) Unless an Event of Default shall have occurred and be continuing, (i) so long as the Collateral Agent shall give notice of its intent to exercise such rights to the relevant Grantor or Grantors, each Grantor shall be permitted to receive dividends and other distributions in respect of the Pledged Stock and all payments made in respect of the Pledged Notes, in each case paid in the normal course of business or otherwise as a result of the exercise of reasonable business judgment of the relevant Issuer, to the extent permitted by the Credit Agreement, and (ii) each Grantor shall be permitted to exercise all voting and corporate rights with respect to the Investment Property; provided, that no vote shall be cast or corporate or other organizational right exercised or other action taken which would be inconsistent with or result in any violation of any material provision of the Credit Agreement, this Agreement or any other Credit Document.

(b) If an Event of Default shall occur and be continuing and the Collateral Agent shall give notice of its intent to exercise such rights to the relevant Grantor or Grantors, (i) the Collateral Agent shall have the right to receive any and all dividends, payments or other Proceeds paid in respect of the Investment Property and make application thereof to the Obligations in the order set forth in Section 5.02(d) of the Credit Agreement, and (ii) any or all of the Investment Property shall be registered in the name of the Collateral Agent or its nominee, and the Collateral Agent or its nominee may thereafter exercise (1) all voting, corporate and other rights pertaining to such Investment Property at any meeting of shareholders of the relevant Issuer or Issuers or otherwise and (2) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to such Investment Property as if it were the absolute owner thereof (including, without limitation, the right to exchange at its discretion any and all of the Investment Property upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the corporate structure of any Issuer, or upon the exercise by any Grantor or the Collateral Agent of any right, privilege or option pertaining to such Investment Property, and in connection therewith, the right to deposit and deliver any and all of the Investment Property with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Collateral Agent may determine), all without liability except to account for property actually received by it, but the Collateral Agent shall have no duty to any Grantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing.

(c) Each Grantor hereby authorizes and instructs each Issuer of any Investment Property pledged by such Grantor hereunder to (i) comply with any instruction received by it from the Collateral Agent in writing that (1) states that an Event of Default has

occurred and is continuing and (2) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from such Grantor, and each Grantor agrees that each Issuer shall be fully protected in so complying and shall have no duty or right to inquire as to the Collateral Agent's authority to give such instruction, and (ii) when required hereby, pay any dividends or other payments with respect to the Investment Property directly to the Collateral Agent.

(d) After all Events of Default have been waived in accordance with the terms of the Credit Agreement and the Borrower has delivered to the Agents a certificate to such effect, each Grantor shall have the right to exercise all voting and/or consensual rights and powers that such Grantor would otherwise be entitled to exercise pursuant to this Section 5.3.

5.4. Proceeds to be Turned Over to Collateral Agent. In addition to the rights of the Secured Parties specified in Section 5.1 with respect to payments of Receivables, if an Event of Default shall occur and be continuing and the Collateral Agent shall so notify the Grantor in question, all Collections thereon shall be held by such Grantor for benefit of the Secured Parties, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, be turned over to the Collateral Agent in the exact form received by such Grantor (duly indorsed by such Grantor to the Collateral Agent, if required). All Proceeds received by the Collateral Agent hereunder shall be held by the Collateral Agent in a Collateral Account maintained under its sole dominion and control. All Proceeds while held by the Collateral Agent in a Collateral Account (or by such Grantor for the benefit of the Secured Parties) shall continue to be held as Collateral for all the Obligations and shall not constitute payment thereof until applied as provided in Section 5.5.

5.5. Application of Proceeds. If an Event of Default shall have occurred and be continuing, at the Collateral Agent's election, the Collateral Agent may, at any such time, apply all or any part of the Proceeds of Collateral, whether or not held in any Collateral Account, in payment of the Obligations in the order set forth in Section 5.02(d) of the Credit Agreement.

5.6. Code and Other Remedies. If an Event of Default shall occur and be continuing, the Collateral Agent, on behalf of the Secured Parties, may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the UCC or any other Applicable Law. Without limiting the generality of the foregoing, the Collateral Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of any Secured Party or elsewhere upon such commercially reasonable terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. Any Secured Party shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of

the Collateral so sold, free of any right or equity of redemption in any Grantor, which right or equity is hereby waived and released. Each Grantor further agrees, at the Collateral Agent's request, to assemble the Collateral and make it available to the Collateral Agent at places which the Collateral Agent shall reasonably select, whether at such Grantor's premises or elsewhere. The Collateral Agent shall apply the net proceeds of any action taken by it pursuant to this Section 5.6, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Secured Parties hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in accordance with Section 5.5, and only after such application and after the payment by the Collateral Agent of any other amount required by any provision of law, need the Collateral Agent account for the surplus, if any, to any Grantor. Each Grantor hereby acknowledges that the Obligations arose out of a commercial transaction, and agrees that if an Event of Default shall occur, Collateral Agent shall have the right to an immediate writ of possession without notice of a hearing. Collateral Agent shall have the right to the appointment of a receiver for the properties and assets of each Grantor, and each Grantor hereby consents to such rights and such appointment and hereby waives any objection such Grantor may have thereto or the right to have a bond or other security posted by Collateral Agent. To the extent permitted by Applicable Law, each Grantor waives all claims, damages and demands it may acquire against any Secured Party arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

5.7. Sales of Pledged Stock. (a) Each Grantor recognizes that the Collateral Agent may be unable to effect a public sale of any or all the Pledged Stock, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that selling collateral in a private sale as opposed to a public sale shall not be deemed to make such sale other than in a commercially reasonable manner. The Collateral Agent shall be under no obligation to delay a sale of any of the Pledged Stock for the period of time necessary to permit the Issuer thereof to register such securities for public sale under the Securities Act, or under applicable state securities laws, even if such Issuer would agree to do so.

(b) Each Grantor agrees to use commercially reasonable efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of all or any portion of the Pledged Stock pursuant to this Section 5.7 valid and binding and in compliance with any and all other Applicable Laws.

5.8. Waiver; Deficiency. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay its Obligations and the fees and disbursements of any attorneys employed by any Secured Party to collect such deficiency.

SECTION 6. THE COLLATERAL AGENT

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

(i) in the name of such Grantor or its own name, or otherwise, take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Receivable or Contract or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Collateral Agent for the purpose of collecting any and all such moneys due under any Receivable or Contract or with respect to any other Collateral whenever payable;

(ii) in the case of any Intellectual Property, execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Collateral Agent may request to evidence the Secured Parties' security interest in such Intellectual Property and the goodwill and general intangibles of such Grantor relating thereto or represented thereby;

(iii) pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, effect any repairs to the Collateral and obtain any insurance called for by the terms of this Agreement and pay all or any part of the premiums therefor and the costs thereof, which proceeds shall constitute Obligations;

(iv) execute, in connection with any sale provided for in Section 5.6 or 5.7, any indorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral; and

(v) (1) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Collateral Agent or as the Collateral Agent shall direct; (2) ask or demand for, collect, and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (3) sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (4) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral; (5) defend any suit, action or proceeding brought against such Grantor

with respect to any Collateral; (6) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Collateral Agent may deem appropriate; (7) assign any Copyright, Patent or Trademark (along with the goodwill of the business to which any such Copyright, Patent or Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Collateral Agent shall in its sole discretion determine; (8) perform any obligations of any Grantor under any Contract; and (9) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Collateral Agent were the absolute owner thereof for all purposes, and do, at the Collateral Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things which the Collateral Agent deems necessary to protect, preserve or realize upon the Collateral and the Secured Parties' security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

Anything in this Section 6.1(a) to the contrary notwithstanding, the Collateral Agent agrees that it will not exercise any rights under the power of attorney provided for in this Section 6.1(a) unless an Event of Default shall have occurred and be continuing.

(b) If any Grantor fails to perform or comply with any of its agreements contained herein, the Collateral Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement.

(c) The expenses of the Collateral Agent incurred in connection with actions undertaken as provided in this Section 6.1, together with interest thereon at a rate per annum equal to the highest interest rate applicable under the Credit Agreement, from the date of payment by the Collateral Agent to the date reimbursed by the relevant Grantor, shall be payable by such Grantor to the Collateral Agent on demand.

(d) Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

6.2. Duty of Collateral Agent. The Collateral Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with it in the same manner as the Collateral Agent deals with similar property for its own account. No Secured Party nor any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Secured Parties hereunder are solely to protect the Secured Parties' interests in the Collateral and shall not impose any duty upon any Secured Party to exercise any such powers. The Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their

officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

6.3. Execution of Financing Statements. Pursuant to any Applicable Law, each Grantor authorizes the Collateral Agent to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of such Grantor in such form (if no signature is required) and in such offices as the Collateral Agent determines appropriate to perfect the security interests of the Collateral Agent under this Agreement. Each Grantor authorizes the Collateral Agent to use the collateral description “all personal property”, “all assets” or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC or the Uniform Commercial Code of any other applicable state, in any such financing statements.

6.4. Authority of Collateral Agent. Each Grantor acknowledges that the rights and responsibilities of the Collateral Agent under this Agreement with respect to any action taken by the Collateral Agent or the exercise or non-exercise by the Collateral Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Secured Parties, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Collateral Agent and the Grantors, the Collateral Agent shall be conclusively presumed to be acting as agent for the Secured Parties with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

SECTION 7. MISCELLANEOUS

7.1. Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 13.01 of the Credit Agreement.

7.2. Notices. All notices, requests and demands to or upon the Collateral Agent or any Grantor hereunder shall be effected in the manner provided for in Section 13.02 of the Credit Agreement.

7.3. No Waiver by Course of Conduct; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of any Agent or any Lender, any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

7.4. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Collateral Agent and the other Secured Parties and their successors and assigns; provided, that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Collateral Agent.

7.5. Adjustments; Set-Off. (a) If, at any time or times any Lender (a “benefited Lender”) shall receive (i) by payment, foreclosure, setoff, or otherwise, any proceeds of Collateral or any payments with respect to the Obligations or any Collateral in respect thereof (whether voluntarily or involuntarily, by set-off, pursuant to events or proceedings of the nature referred to in Section 11.01(h) of the Credit Agreement, or otherwise), except for any such proceeds or payments received by such Lender from the Agents pursuant to the terms of this Agreement, or (ii) payments from the Agents in excess of such Lender’s pro rata share of all such distributions by Agents, such Lender promptly shall (A) turn the same over to the Collateral Agent, in kind, and with such endorsements as may be required to negotiate the same to the Collateral Agent, or in immediately available funds, as applicable, for the account of all of the Lenders and for application to the Obligations in accordance with the applicable provisions of this Agreement, or (B) purchase, without recourse or warranty, an undivided interest and participation in the Obligations owed to the other Lenders so that such excess payment received shall be applied ratably as among the Lenders in accordance with their pro rata shares; provided, that to the extent that such excess payment received by the purchasing party is thereafter recovered from it, those purchases of participations shall be rescinded in whole or in part, as applicable, and the applicable portion of the purchase price paid therefor shall be returned to such purchasing party, but without interest except to the extent that such purchasing party is required to pay interest in connection with the recovery of the excess payment. The benefited Lender shall, to the fullest extent permitted under Applicable Law, be entitled to the full benefits of Sections 5.04(a) and 13.05 of the Credit Agreement with respect to any such Participation so purchased.

(b) After the occurrence and during the continuance of an Event of Default, to the extent consented to by Collateral Agent, in addition to any rights and remedies of the Lenders provided by law, each Lender shall have the right, without prior notice to any Grantor, any such notice being expressly waived by each Grantor to the extent permitted by Applicable Law, upon any amount becoming due and payable by such Grantor hereunder (whether at the stated maturity, by acceleration or otherwise) to set-off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Lender or any branch or agency thereof to or for the credit or the account of such Grantor, as the case may be. Each Lender agrees promptly to notify the Borrower and the Agents after any such set-off and application made by such Lender; provided, that the failure to give such notice shall not affect the validity of such set-off and application. Each of the Lenders further agrees that it shall not, unless specifically requested to do so in writing by the Collateral Agent, take or cause to be taken any action, including, the commencement of any legal or equitable proceedings to enforce any Credit Document against any Grantor or to foreclose any Lien on, or otherwise enforce any security interest in, any of the Collateral.

7.6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

7.7. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such

prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

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

7.9. Integration. This Agreement and the other Credit Documents represent the agreement of the Grantors and the Secured Parties with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by any party hereto relative to subject matter hereof and thereof not expressly set forth or referred to herein or in the other Credit Documents.

7.10. GOVERNING LAW. THIS AGREEMENT, THE OTHER CREDIT DOCUMENTS (UNLESS EXPRESSLY PROVIDED OTHERWISE THEREIN) AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW OR CHOICE OF LAW PRINCIPLES (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

7.11. Submission To Jurisdiction; Waivers. Each Grantor hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Credit Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

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

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Grantor at its address referred to in Section 7.2 or at such other address of which the Collateral Agent shall have been notified pursuant thereto;

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

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

7.12. Acknowledgements. Each party hereto hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Credit Documents to which it is a party;

(b) no Secured Party has any fiduciary relationship with or duty to any Grantor arising out of or in connection with this Agreement or any of the other Credit Documents, and the relationship between the Grantors, on the one hand, and the Secured Parties, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Credit Documents or otherwise exists by virtue of the transactions contemplated hereby among the Secured Parties or among the Grantors and the Secured Parties.

7.13. Additional Grantors. Each Subsidiary of any Credit Party that is required to become a party to this Agreement pursuant to Section 9.10 of the Credit Agreement shall become a Grantor for all purposes of this Agreement upon execution and delivery by such Subsidiary of an Assumption Agreement in the form of Annex I hereto.

7.14. Releases of Guarantees and Liens. (a) Notwithstanding anything to the contrary contained herein or in any other Credit Document, the Collateral Agent is hereby irrevocably authorized by each Secured Party (without requirement of notice to or consent of any Secured Party except as expressly required by Section 13.01 of the Credit Agreement) to take any action requested by the Grantor having the effect of releasing any Collateral or Guarantee Obligations (i) to the extent necessary to permit consummation of any transaction not prohibited by any Credit Document or that has been consented to in accordance with Section 13.01 of the Credit Agreement or (ii) under the circumstances described in paragraph (b) below.

(b) At such time as (i) the Loans, the Letters of Credit and the other Obligations (other than Unasserted Contingent Obligations) shall have been paid in full (or Cash Collateralized in a manner satisfactory to the Collateral Agent) and (ii) the Commitments have been terminated, the Collateral shall be released from the Liens created by this Agreement and the other Security Documents, and this Agreement and the other Security Documents and all obligations (other than those expressly stated to survive such termination) of the Collateral Agent and each Credit Party under this Agreement and the other Security Documents shall terminate, all without delivery of any instrument or performance of any act by any Person.

(c) Upon request by the Collateral Agent at any time, the Required Lenders will confirm in writing the Collateral Agent's authority to release its interest in particular types or items of property, or to release any guarantee obligations pursuant to this Section 7.14. In each case as specified in this Section 7.14, the Collateral Agent will (and each Lender irrevocably authorizes the Collateral Agent to), at the Credit Parties' expense, execute and deliver to the applicable Credit Party such documents as such Credit Party may reasonably request to evidence the release of such item of Collateral or Guarantee Obligation from the assignment and security interest granted under this Agreement and the other Security Documents, in each case in accordance with the terms of the Credit Documents and this Section 7.14.

7.15. WAIVER OF JURY TRIAL. EACH GRANTOR AND, BY ACCEPTANCE OF THE BENEFITS HEREOF, THE COLLATERAL AGENT AND EACH SECURED PARTY, HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

7.16. Marshaling. Neither the Agents nor any Secured Party shall be required to marshal any present or future collateral security (including but not limited to the Collateral) for, or other assurances of payment of, the Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of the rights and remedies of the Secured Parties hereunder and of the Secured Parties in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights and remedies, however existing or arising. To the extent that it lawfully may, each Grantor hereby agrees that it will not invoke any law relating to the marshaling of collateral which might cause delay in or impede the enforcement of the Collateral Agent's rights and remedies under this Agreement or under any other instrument creating or evidencing any of the Obligations or under which any of the Obligations is outstanding or by which any of the Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, each Grantor hereby irrevocably waives the benefits of all such laws.

[Signature Page Follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Security Pledge Agreement to be duly executed and delivered as of the date first above written.

CAMPUS MANAGEMENT CORP.

By: Karen O'Byrne
Name: Karen O'Byrne
Title: Chief Financial Officer

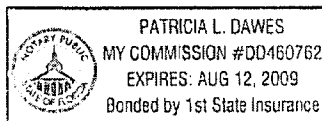
STATE OF FLORIDA
) ss.:

COUNTY OF Palm Beach

On the 7 day of February, 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared Karen O'Byrne who, being by me duly sworn, did depose and say she is the Chief Financial Officer of **CAMPUS MANAGEMENT CORP.**, the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he has signed said instrument on behalf of said corporation pursuant to said authority.

Patricia L. Dawes

Notary Public



Signature Page to Security Pledge Agreement

TRADEMARK
REEL: 003716 FRAME: 0388

CAMPUS MANAGEMENT ACQUISITION
CORP.

By: Robert Bernstein
Name:
Title:

STATE OF New York)
) ss.:
COUNTY OF New York)

On the 7th day of February, 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared Robert Bernstein who, being by me duly sworn, did depose and say he is the President of **CAMPUS MANAGEMENT ACQUISITION CORP.**, the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he has signed said instrument on behalf of said corporation pursuant to said authority.

Mary Brigid McCarthy
Notary Public

MARY BRIGID MCCARTHY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MC6047428
Qualified in New York County
My Commission Expires August 28, 2010

Accepted and acknowledged by:

ARES CAPITAL CORPORATION,
as Collateral Agent

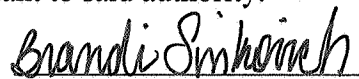
By:


Name: Michael Aroughetti
Title: President

STATE OF NEW YORK)
) ss.:

COUNTY OF NEW YORK)

On the 5TH day of FEBRUARY, 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared MICHAEL AROUGHETTI who, being by me duly sworn, did depose and say he is the PRESIDENT of ARES CAPITAL CORPORATION, the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he has signed said instrument on behalf of said corporation pursuant to said authority.


Notary Public

BRANDI SINKOVICH
Notary Public, State of New York
No. 01816167020
Qualified in Queens County
Commission Expires 05/29/2011

Schedule 1

On file with Agent

Schedule 2

On file with Agent

Schedule 3

On file with Agent

REGISTERED INTELLECTUAL PROPERTY

(a)

Copyrights:

TITLE	CURRENT OWNER	COUNTRY	REGISTRATION NO.	REGISTRATION DATE
CampusVUE: version 8.0	CAMPUS MANAGEMENT CORPORATION	US	TX0006429166	08/21/2006

Copyright registration process for CampusVue: version 9.0 was filed on September 17, 2007 and is still pending.

(b)












Patents:




None.

(c)

Trademarks:

MARK	CURRENT OWNER	COUNTRY	APPLICATION NO. / DATE	REGISTRATION NO. / DATE
CAMPUSVUE COLLEGIATE	CAMPUS MANAGEMENT CORPORATION	US	78-724244 09/30/2005	3232590 04/24/2007
CAMPUSVUE COLLEGIATE	CAMPUS MANAGEMENT CORPORATION	UK	UK002418003 03/29/2006	UK002418003 10/06/2006
CAMPUSVUE COLLEGIATE	CAMPUS MANAGEMENT CORPORATION	FRANCE	063419876 03/30/2006	063419876 03/30/2006
CAMPUSVUE	CAMPUS MANAGEMENT CORPORATION	US	78-724260 09/30/2005	3232591 04/24/2007
CAMPUSVUE	CAMPUS MANAGEMENT CORPORATION	UK	UK002418002 03/29/2006	UK002418002 10/06/2006
CAMPUSVUE	CAMPUS MANAGEMENT CORPORATION	FRANCE	063419874 03/30/2006	063419874 03/30/2006

MARK	CURRENT OWNER	COUNTRY	APPLICATION NO. / DATE	REGISTRATION NO. / DATE
	CAMPUS MANAGEMENT CORP	US	76-545882 09/22/2003	2892901 10/12/2004
	CAMPUS MANAGEMENT CORP	CANADA	CA121003400 03/17/2004	TMA0633103 02/17/2005
	CAMPUS MANAGEMENT CORP.	UK	UK002358772 03/19/2004	UK002358772 09/09/2005
	CAMPUS MANAGEMENT CORP	FRANCE	043281045 03/19/2004	043281045 03/19/2004
	CAMPUS MANAGEMENT CORP	US	76-545899 09/22/2003	2939237 04/12/2005
	CAMPUS MANAGEMENT CORP	CANADA	CA121002900 03/17/2004	TMA0641922 06/14/2005
	CAMPUS MANAGEMENT CORP.	UK	UK002358771 03/19/2004	UK002358771 09/09/2005
	CAMPUS MANAGEMENT CORP	FRANCE	043281040 03/19/2004	043281040 03/19/2004
CAMPUSCARE	CAMPUS MANAGEMENT CORP	US	76-546002 09/22/2003	2939238 04/12/2005
CAMPUSCARE	CAMPUS MANAGEMENT CORP	CANADA	CA121003200 03/17/2004	TMA0633104 02/17/2005
CAMPUSCARE	CAMPUS MANAGEMENT CORP.	UK	UK002358773 03/19/2004	UK002358773 09/09/2005
CAMPUSCARE	CAMPUS MANAGEMENT CORP	FRANCE	043281043 03/19/2004	043281043 03/19/2004
	CAMPUS MANAGEMENT CORP	US	76-546019 09/22/2003	2965722 07/12/2005
	CAMPUS MANAGEMENT CORP	US	76-546020 09/22/2003	3254375 06/26/2007
	CAMPUS MANAGEMENT CORP	CANADA	CA121003300 03/17/2004	

MARK	CURRENT OWNER	COUNTRY	APPLICATION NO. / DATE	REGISTRATION NO. / DATE
Class <i>software</i>	CAMPUS MANAGEMENT CORP.	UK	UK002358775 03/19/2004	UK002358775 01/07/2005
Class <i>software</i>	CAMPUS MANAGEMENT CORP	FRANCE	043281047 03/19/2004	043281047 03/19/2004
 Campus2000	CAMPUS MANAGEMENT CORP	US	76-546022 09/22/2003	2881142 09/07/2004
 Campus2000	CAMPUS MANAGEMENT CORP	CANADA	CA121003600 03/17/2004	TMA0634700 03/09/2005
 Campus2000	CAMPUS MANAGEMENT CORP	FRANCE	04328106 03/19/2004	04328106 03/19/2004
CAMPUS MANAGEMENT CORP	CAMPUS MANAGEMENT CORP	US	76-545878 09/22/2003	3259702 07/10/2007
CAMPUS MANAGEMENT CORP	CAMPUS MANAGEMENT CORP.	UK	UK002358776 03/19/2004	UK002358776 09/09/2005
CAMPUS MANAGEMENT CORP	CAMPUS MANAGEMENT CORP	CANADA	CA121003100 03/17/2004	TMA0633197 02/18/2005
CAMPUS MANAGEMENT CORP	CAMPUS MANAGEMENT CORP	FRANCE	043281042 03/19/2004	043281042 03/19/2004

Domain Name Registrations
Updated August 17, 2007

Domain Name	Registrar	Date Purchased	Expiration Date
be-one-campus.com	Go Daddy	10/25/2006	10/25/2007
boycottcampusmanagement.com	Go Daddy	10/25/2004	10/25/2007
boycottcampusmanagement.net	Go Daddy	10/25/2004	10/25/2007
boycottcampusmanagement.org	Go Daddy	10/25/2004	10/25/2007
boycottcampusmgmt.com	Go Daddy	10/25/2004	10/25/2007
boycottcampusmgmt.net	Go Daddy	10/25/2004	10/25/2007
boycottcampusmgmt.org	Go Daddy	10/25/2004	10/25/2007
campuscare.net	Go Daddy	10/25/2004	10/25/2007
campuscare.org	Go Daddy	10/25/2004	10/25/2007
campuscornerstone.com	Go Daddy	8/24/2005	10/25/2007
campuscrm.com	Go Daddy	8/24/2005	10/25/2007
campusdonor.com	Go Daddy	8/24/2005	10/25/2007
campusdonor2.com	Go Daddy	8/24/2005	10/25/2007
campusenews.com	Go Daddy	10/25/2006	10/25/2007
campuse-news.com	Go Daddy	10/25/2006	10/25/2007
campuserp.com	Go Daddy	10/25/2004	10/25/2007
campuserp.net	Go Daddy	10/25/2004	10/25/2007
campuserp.org	Go Daddy	10/25/2004	10/25/2007
campusexcellence.com	Go Daddy	10/25/2004	10/25/2007
campusinsight2006.com	Go Daddy	12/7/2005	10/25/2008
campusinsight2007.com	Go Daddy	12/7/2005	10/25/2008
campusinsight2008.com	Go Daddy	12/7/2005	10/25/2008
campusinsight2009.com	Go Daddy	12/7/2005	10/25/2008
campusinsight2010.com	Go Daddy	12/7/2005	10/25/2008
campuslms.com	Go Daddy	7/24/2007	3/14/2009
campusmanagement.com	Go Daddy	9/18/2003	10/25/2010
campusmanagement.net	Go Daddy	10/25/2004	10/25/2007

campusmanagement.org	Go Daddy	10/25/2004	10/25/2007
campusmanagementcorp.com	Go Daddy	10/25/2004	10/25/2007
campusmanagementcorp.net	Go Daddy	10/25/2004	10/25/2007
campusmanagementcorp.org	Go Daddy	10/25/2004	10/25/2007
campusmanagementcorporation.com	Go Daddy	10/25/2004	10/25/2007
campusmanagementcorporation.net	Go Daddy	10/25/2004	10/25/2007
campusmanagementcorporation.org	Go Daddy	10/25/2004	10/25/2007
campusmanagementcorpsucks.com	Go Daddy	10/25/2004	10/25/2007
campusmanagementcorpsucks.net	Go Daddy	10/25/2004	10/25/2007
campusmanagementcorpsucks.org	Go Daddy	10/25/2004	10/25/2007
campusmanagementsucks.com	Go Daddy	10/25/2004	10/25/2007
campusmanagementsucks.net	Go Daddy	10/25/2004	10/25/2007
campusmanagementsucks.org	Go Daddy	10/25/2004	10/25/2007
campusmgmt.com	Go Daddy	5/9/1996	10/25/2013
campusmgmt.net	Go Daddy	10/25/2004	10/25/2007
campusmgmt.org	Go Daddy	10/25/2004	10/25/2007
campusmgmtsucks.com	Go Daddy	10/25/2004	10/25/2007
campusmgmtsucks.net	Go Daddy	10/25/2004	10/25/2007
campusmgmtsucks.org	Go Daddy	10/25/2004	10/25/2007
campusnet.net	Go Daddy	2/6/1998	10/25/2009
campusops.com	Go Daddy	10/25/2004	10/25/2007
campuspersona.com	Go Daddy	8/24/2005	10/25/2007
campususers.com	Go Daddy	10/25/2004	10/25/2007
campususers.net	Go Daddy	10/25/2004	10/25/2007
campususers.org	Go Daddy	10/25/2004	10/25/2007
campusvantagefin.com	Go Daddy	12/7/2005	10/25/2007
campusvantagefinancials.com	Go Daddy	12/7/2005	10/25/2007
campusvantagehr.com	Go Daddy	12/7/2005	10/25/2007
campusvu.com	Go Daddy	10/25/2004	10/25/2007
campusvue.com	Go Daddy	8/9/2004	10/25/2010
campusvue.net	Go Daddy	8/9/2004	10/25/2010
campusvue.org	Go Daddy	10/25/2004	10/25/2007
campusvuecollegiate.com	Go Daddy	10/25/2004	10/25/2007

campusvuecollegiate.net	Go Daddy	10/25/2004	10/25/2007
campusvuecollegiate.org	Go Daddy	10/25/2004	10/25/2007
campusvuecollegiatesucks.com	Go Daddy	10/25/2004	10/25/2007
campusvuecollegiatesucks.net	Go Daddy	10/25/2004	10/25/2007
campusvuecollegiatesucks.org	Go Daddy	10/25/2004	10/25/2007
campusvueexpress.com	Go Daddy	8/24/2005	10/25/2007
campusvuesucks.com	Go Daddy	10/25/2004	10/25/2007
campusvuesucks.net	Go Daddy	10/25/2004	10/25/2007
campusvuesucks.org	Go Daddy	10/25/2004	10/25/2007
campusvueusers.com	Go Daddy	10/25/2004	10/25/2007
campusvueexpress.com	Go Daddy	8/24/2005	10/25/2007
donor2.com	Go Daddy	12/17/2005	3/8/2008
donor2.net	Go Daddy	12/17/2005	3/1/2009
getcampusvue.com	Go Daddy	9/1/2006	10/25/2007
growenrollment.com	Go Daddy	1/30/2007	1/30/2008
growyourcampus.com	Go Daddy	1/30/2007	1/30/2008
mycvx.com	Go Daddy	8/24/2005	10/25/2007
one-campus.com	Go Daddy	9/1/2006	10/25/2007
totalcampusmanagement.com	Go Daddy	10/25/2004	10/25/2007
totalcampusmanagement.net	Go Daddy	10/25/2004	10/25/2007
totalcampusmanagement.org	Go Daddy	10/25/2004	10/25/2007
vantagefinancials.com	Go Daddy	8/24/2005	10/25/2007

Locked Domains - 2004	Owner	Address	City, State, Zip	Contact Name
campuslink.com	Campus Link	1104 Camino Del Mar, #103	Del Mar, CA 92014	Matthew Dinnerman
campuslink.net	University of Southern Mississippi	3825 Ridgewood Rd.	Jackson, MS 39211	Tom Schnaubelt
campuslink.org	Campus Link	1104 Camino Del Mar, #103	Del Mar, CA 92014	Matthew Dinnerman
campusview.com	SoftcopE,LLC	3004 Broadway, Suite 2	Boulder, CO 80304	Steve Talley
campuscare.com	D Foley Landscape Inc.	PO Box 174	Walpole, MA 02081	Dan Foley
campusnet.com	Hello World Kommunikation AB	c/o Edlund, Kolbacksgrand 5	Bagarmossen, VA 12846, SE	Laik Virk College of William &
campusnet.org	College Enterprises Inc.	PO Box 8795	Williamsburg, VA 23187	Mary
classsoftware.com	Class Software	9 Chapman St	Surry Hills, 2010 NSW,	Justin Mclean

campusexcel.com	Wet Systems, Incorporated	5300 W. Sahara Ave Ste 101	Australia	
operationalexcellence.com	Midwest Manufacturing Solutions	255 East 5th Street, Suite 2210	Las Vegas, NV 89146	Domain Manager
campusnetwork.com	CampusNetwork, Inc.	20 Lawn Drive	Cincinnati, OH 45202	Ray Attiyah
campusnetwork.net	campusnetwork.net	20 Lawn Drive	East Hills, NY 11576	Inetsafe Hostmaster
campusnetwork.org	Internet Domains	143 Hickory Hill Circle	East Hills, NY 11576	Adam Goldberg
campusclub.com	Ultimate Search	GPO Box 7862	Osterville, MA 02655	Internet Domains
			Hong Kong, CN	DNS Support
campusclub.net	RN, WebReg	4200 Wisconsin Ave NW	Washington, DC 20016-2143	RN, Webreg
campusclub.org	Princeton Campus Club	2115 N Street NW #4	Washington, DC 20037-3015	George Beronio
campusnow.com	Lisa Elmore	P.O Box 3141	Knoxville, Tennessee	Lisa Elmore
campus2000.com	LaPorte Holdings, Inc	2202 S. Figueroa St.	37920 Suite 721	Nameking, Inc.
Locked Domains - 2005	Owner	Address	City, State, Zip	Contact Name
campuscompanions.com	Steven Kealey	447 Niagara St. N., Suite 413	Welland, ON L3C1L6	Steven Kealey
		2200 Sutherland Ave., Suite H100		
campusvantage.com	Digital Discoveries, Inc.		Knoxville, TN 37919	Marty Merrick
			Las Condes, Santiago de Chile, CL	
vantagesoftware.com	Vantage Software	Casilla 87-10, Suc. El Golf		Hostmaster, Vantage
cornerstonesoftware.com	Cornerstone Software, Inc.	15 North Southwood Drive	Nashua, NH 03062	Cornerstone Software, Inc.
			Knoxville, Tennessee	
cornerstonefundraising.com	Corey McAdams	1920 Hidden Meadow Drive	37922	Corey McAdams

(d)

Trade Secrets:

None.

Schedule 5

On file with Agent

On file with Agent

Schedule 6

Schedule 7

On file with Agent

Annex I
to
Security Pledge Agreement

ASSUMPTION AGREEMENT (this "Assumption Agreement"), dated as of _____, 20__, made by _____, a _____ corporation (the "Additional Grantor"), in favor of ARES CAPITAL CORPORATION, a Maryland corporation ("ARCC"), as collateral agent (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent") acting pursuant to this Assumption Agreement for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below). All capitalized terms not defined herein shall have the meaning ascribed to them in the Credit Agreement referred to below.

W I T N E S S E T H :

WHEREAS, CAMPUS MANAGEMENT ACQUISITION CORP., a Delaware corporation (the "Parent"), CAMPUS MANAGEMENT CORP., a Florida corporation (the "Borrower"), the lending institutions from time to time party thereto (each a "Lender" and, collectively, the "Lenders"), ARCC, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent") and the Collateral Agent (the Administrative Agent together with the Collateral Agent, each an "Agent" and collectively, the "Agents"), have entered into a Credit Agreement, dated as of February 8, 2008 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Credit Parties (other than the Additional Grantor) have entered into the Security Pledge Agreement, dated as of February 8, 2008 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Pledge Agreement") in favor of the Collateral Agent for the benefit of the Secured Parties;

WHEREAS, the Credit Agreement requires the Additional Grantor to become a party to the Security Pledge Agreement; and

WHEREAS, the Additional Grantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Security Pledge Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Security Pledge Agreement. By executing and delivering this Assumption Agreement, the Additional Grantor, as provided in Section 7.13 of the Security Pledge Agreement, hereby becomes a party to the Security Pledge Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby (a) grants, pledges, assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, all Collateral (as defined in the Security Pledge Agreement) of such

Additional Grantor, and (b) expressly assumes all obligations and liabilities of a Grantor thereunder. The information set forth in Annex 1-A hereto is hereby added to the information set forth in Schedules _____¹ to the Security Pledge Agreement. The Additional Grantor hereby represents and warrants that each of the representations and warranties contained in Section 3 of the Security Pledge Agreement is true and correct on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date.

2. GOVERNING LAW. THIS ASSUMPTION AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW OR CHOICE OF LAW PRINCIPLES (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

¹ Refer to each Schedule which needs to be supplemented.

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

[ADDITIONAL GRANTOR]

By: _____

Name:

Title:

STATE OF _____)

) ss.:

COUNTY OF _____)

On the __ day of _____, 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared _____ who, being by me duly sworn, did depose and say he is the _____ of [ADDITIONAL GRANTOR], the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he has signed said instrument on behalf of said corporation pursuant to said authority.

Notary Public