# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| Alexander Gallo Holdings, LLC | | 09/22/2008 | LIMITED LIABILITY COMPANY: GEORGIA |

RECEIVING PARTY DATA

| | |
|---|---|
| Name: | Wells Fargo Bank, National Association |
| Street Address: | Sixth & Marquette |
| Internal Address: | MAC N9705-072 |
| City: | Minneapolis |
| State/Country: | MINNESOTA |
| Postal Code: | 55479 |
| Entity Type: | national banking association: UNITED STATES |

PROPERTY NUMBERS Total: 3

| Property Type | Number | Word Mark |
|---|---|---|
| Registration Number: | 1976572 | QA |
| Registration Number: | 3580306 | DEPONET |
| Serial Number: | 77814266 | PAYEXPRESS |

OP $90.00 1976572

CORRESPONDENCE DATA

Fax Number: (612)766-1600
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*
Phone: 612-766-6911
Email: scarlson@faegre.com
Correspondent Name: Susan Carlson
Address Line 1: 90 South Seventh Street Ste 2200
Address Line 2: Faegre & Benson LLP
Address Line 4: Minneapolis, MINNESOTA 55402

| | |
|---|---|
| NAME OF SUBMITTER: | Susan Carlson |

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|---|---|
| Signature: | /e/ Susan Carlson |
| Date: | 10/12/2009 |

Total Attachments: 30
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SCHEDULE 5(a)-3

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of November 30, 2007 (as the same may be amended, modified, supplemented, extended or restated from time to time, the "**Security Agreement**") by and among the Obligors thereto (each an "**Obligor**" and collectively, the "**Obligors**") and Wells Fargo Bank, National Association, as Administrative Agent (the "**Administrative Agent**"), the undersigned Obligor has granted a continuing security interest in and continuing lien upon, the trademark and trademark applications shown below to the Administrative Agent for the benefit of the Lender Parties referenced therein:

TRADEMARKS

| Trademark No. | Description of Trademark | Date of Trademark |
|---|---|---|
| 1,976,572 | LOGO (Stylized "Q.A.") | 05/28/96 |
| 3,580,306 | DEPONET | 07/22/08 |

TRADEMARK APPLICATIONS

| Trademark Application No. | Description of Trademark Applied For | Date of Trademark Application |
|---|---|---|
| 77/814266 | PAYEXPRESS | 08/27/09 |



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# SECURITY AGREEMENT

This **SECURITY AGREEMENT** (this "**Security Agreement**"), is entered into as of November 30, 2007, among ALEXANDER GALLO HOLDINGS, LLC, a Georgia limited liability company (the "**Borrower**"), each of the Subsidiaries of the Borrower party hereto on the date hereof and each of the other Subsidiaries of the Borrower that hereafter become parties hereto by executing a supplement hereto as contemplated herein (individually, a "**Guarantor**" and collectively, the "**Guarantors**"; the Guarantors, together with the Borrower, individually, an "**Obligor**" and collectively, the "**Obligors**"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as Administrative Agent under the Credit Agreement referred to below (in such capacity, the "**Administrative Agent**").

## RECITALS

**WHEREAS**, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, the "**Credit Agreement**"), among the Borrower, the Administrative Agent, and the other Lender Parties (as defined therein), the Lender Parties have agreed to extend credit to the Borrower upon the terms and subject to the conditions set forth therein; and

**WHEREAS**, pursuant to that certain Guaranty Agreement dated as of the date hereof (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, the "**Guaranty**"), by the Guarantors from time to time party thereto in favor of the Administrative Agent, the Guarantors agree to guaranty the obligations of the Borrower to the Lenders upon the terms and subject to the conditions set forth therein; and

**WHEREAS**, it is a condition precedent to the effectiveness of the Credit Agreement that the Obligors shall have executed and delivered this Security Agreement to the Administrative Agent for the benefit of the Lender Parties.

**NOW, THEREFORE**, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

(a) Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to such terms in the Credit Agreement, and the following terms which are defined in the Uniform Commercial Code from time to time in effect in the State of New York (the "**UCC**") are used herein as so defined: Accessions, Accounts, As-Extracted Collateral, Chattel Paper, Commercial Tort Claims, Consumer Goods, Control, Deposit Accounts, Documents, Electronic Chattel Paper, Equipment, Farm Products, Fixtures, General Intangibles, Goods, Instruments, Inventory, Investment Property, Letter-of-Credit Rights, Manufactured Homes, Proceeds, Securities Account, Securities Intermediary, Security Entitlement, Software, Supporting Obligations and Tangible Chattel Paper.



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(b) In addition, the following terms shall have the following meaning:

"**Applicable Date**" means (i) with respect to an Obligor party hereto on the date of this Agreement, the Closing Date and (ii) with respect to an Obligor that become a party hereto in accordance with Section 27 hereof, the date of the supplement executed pursuant to Section 27 hereof.

"**Copyrights**" means (i) all of each Obligor's right, title and interest in and to all copyrightable works and all copyrights and licenses thereunder, whether presently existing or hereafter arising, including but not limited to the registered copyrights and applications to register copyrights listed on Schedule 1(b) and (ii) all renewals thereof including, without limitation, any thereof referred to in Schedule 1(b) hereto.

"**Excluded Property**" means, collectively, (i) any permit or license of, or any contractual obligation entered into by, any Obligor (A) that prohibits or requires the consent of any Person, other than any of Obligor's Affiliates, as a condition to the creation by such Obligor of a Lien on any right, title or interest in such permit, license or contractual obligation, or (B) that provides that such a Lien would constitute a breach of the terms thereof or permits any party thereto to terminate such permit, license or contractual obligation due to the grant of a security interest or (C) to the extent that any requirement of law applicable thereto prohibits the creation of a Lien thereon or provides that such a Lien may give rise to a breach of the terms thereof or permits the termination or cancellation thereof, but only, with respect to the prohibitions in (A), (B) and (C) to the extent, and for as long as, such prohibition is not terminated or rendered unenforceable or otherwise deemed ineffective by the UCC or by any other requirement of law or required consent is not obtained (and immediately upon the lapse, termination, unenforceability or ineffectiveness of any such prohibition or grant of such required consent, the Collateral shall include, and such Obligor shall be deemed to have automatically granted a security interest in, all such permits, licenses or contractual obligations no longer subject to such prohibition or required consent); all as disclosed to the Administrative Agent from time to time, if such property is material, (ii) fixed or capital assets owned by any Obligor that are subject to a purchase money Lien, an operating lease or a Capitalized Lease, or any other personal property that is subject to a Permitted Lien, other than a Permitted Lien described in clauses (i) or (m) of Section 6.1 of the Credit Agreement, if the contractual obligation pursuant to which such Lien is granted (or in the document providing for such operating lease or Capitalized Lease or other Permitted Lien) prohibits or requires the consent of any Person other than any of Obligor's Affiliates as a condition to the creation of any other Lien on such fixed or capital asset or other property, (iii) any Deposit Accounts used for payroll, payroll taxes and other employee wage and benefit payments to or for the benefit of any Obligor, (iv) motor vehicles and related documents of title, (v) any Deposit Account used to escrow funds to secure Earn Outs to the extent permitted under the Credit Agreement but excluding any Obligor's right to receive repayment of any such funds, and (vi) the Earmarked Funds Account; provided, however, that "Excluded Property" shall not include any proceeds, products, substitutions or replacements thereof (unless such proceeds, products, substitutions or replacements, would otherwise constitute Excluded Property).



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"**Intellectual Property**" means all Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks, Trademark Licenses and all other intellectual property of the Obligors.

"**Patent License**" means all agreements, whether written or oral, providing for the grant by or to an Obligor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, any thereof referred to in Schedule 1(b) hereto.

"**Patents**" means (i) all letters patent of the United States or any other country and all reissues and extensions thereof held by an Obligor, including, without limitation, any thereof referred to in Schedule 1(b) hereto, and (ii) all applications by an Obligor for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any thereof referred to in Schedule 1(b) hereto.

"**Secured Obligations**" means all Obligations, howsoever evidenced, created, incurred or acquired, whether primary, secondary, direct or contingent, or joint and several, including, without limitation, all reasonable, out-of-pocket expenses and charges, legal and otherwise, incurred by the Administrative Agent and/or (only after the occurrence and during the continuance of an Event of Default) the Lenders in collecting or enforcing any Obligations or in realizing on or protecting any security therefor, including, without limitation, the security afforded hereunder.

"**Trademark License**" means any agreement, written or oral, providing for the grant by or to an Obligor of any right to use any Trademark, including, without limitation, any thereof referred to in Schedule 1(b) hereto.

"**Trademarks**" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired by an Obligor, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, including, without limitation, any thereof referred to in Schedule 1(b) hereto, and (ii) all renewals thereof.

"**Work**" means any work which is subject to copyright protection pursuant to Title 17 of the United States Code.

2. Grant of Security Interest in the Collateral.

(a) To secure the prompt payment in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, and performance of the Secured Obligations, each Obligor hereby grants to the Administrative Agent, for the benefit of the Lender Parties, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in and to the following, whether now owned or existing or owned, acquired, or arising hereafter (collectively, the "**Collateral**"):



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(i) all Accounts;

(ii) all cash and Cash Equivalents;

(iii) all Chattel Paper (including Electronic Chattel Paper);

(iv) those certain Commercial Tort Claims of such Obligor set forth on Schedule 2(a)(iv) attached hereto (as such Schedule may be updated from time to time by such Obligor);

(v) all Copyrights;

(vi) all Deposit Accounts;

(vii) all Documents;

(viii) all Equipment;

(ix) all Fixtures;

(x) all General Intangibles;

(xi) all Goods;

(xii) all Instruments;

(xiii) all Inventory;

(xiv) all Investment Property;

(xv) all Letter-of-Credit Rights;

(xvi) all agreements, contracts, leases, licenses, tax sharing agreements or hedging arrangements now or hereafter entered into by an Obligor, as such agreements may be amended or otherwise modified from time to time (collectively, the "**Assigned Agreements**"), including, without limitation, (A) all rights of an Obligor to receive moneys due and to become due under or pursuant to the Assigned Agreements, (B) all rights of an Obligor to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to the Assigned Agreements, (C) claims of an Obligor for damages arising out of or for breach of or default under the Assigned Agreements and (D) the right of an Obligor to terminate the Assigned Agreements, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder;

(xvii) all Payment Intangibles;

(xviii) all Patent Licenses;

(xix) all Patents;



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(xx) all Securities Accounts;

(xxi) all Trademark Licenses;

(xxii) all Trademarks;

(xxiii) all Software;

(xxiv) all Supporting Obligations;

(xxv) all books, records, ledger cards, files, correspondence, computer programs, tapes, disks, and related data processing software (owned by such Obligor or in which it has an interest) that at any time evidence or contain information relating to any Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon;

(xxvi) all other personal property of any kind or type whatsoever owned by such Obligor; and

(xxvii) to the extent not otherwise included, all Accessions, Proceeds and products of any and all of the foregoing; but

excluding in the case of each of the foregoing items (i) through (xxvii) the Excluded Property.

(b) The Obligors and the Administrative Agent, on behalf of the Lender Parties, hereby acknowledge and agree that the security interest created hereby in the Collateral (i) constitutes continuing collateral security for all of the Secured Obligations, whether now existing or hereafter arising and (ii) is not to be construed as a present assignment of any Collateral.

3. Provisions Relating to Accounts, Contracts and Agreements.

(a) Anything herein to the contrary notwithstanding, each of the Obligors shall remain liable under each of its Accounts, contracts and agreements 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 to each such Account or the terms of such contract or agreement. Neither the Administrative Agent nor any Lender Party shall have any obligation or liability under any Account (or any agreement giving rise thereto), contract or agreement by reason of or arising out of this Security Agreement or the receipt by the Administrative Agent or any Lender Party of any payment relating to such Account, contract or agreement pursuant hereto, nor shall the Administrative Agent or any Lender Party be obligated in any manner to perform any of the obligations of an Obligor under or pursuant to any Account (or any agreement giving rise thereto), contract or agreement, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Account (or any agreement giving rise thereto), contract or agreement, to present or file any claim, to take any action to enforce any performance or



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to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(b) The Administrative Agent hereby authorizes the Obligors to collect the Accounts; provided, that the Administrative Agent may curtail or terminate such authority at any time after the occurrence and during the continuation of an Event of Default. If required by the Administrative Agent at any time after the occurrence and during the continuation of an Event of Default, any payments of Accounts, when collected by the Obligors (i) shall be forthwith (and in any event within two (2) Business Days) deposited by the Obligors in a collateral account maintained under the sole dominion and control of the Administrative Agent, subject to withdrawal by the Administrative Agent for the account of the Lender Parties only as provided in Section 13 hereof, and (ii) until so turned over, shall be held by the Obligors in trust for the Administrative Agent and the other Lender Parties, segregated from other funds of the Obligors.

(c) Each Obligor will keep, accurate books of record and account for itself pertaining to its business and financial condition in which true and complete entries will be made in accordance with GAAP consistently applied and, upon request of and reasonable notice by the Administrative Agent, will permit any officer, employee, attorney or accountant for the Administrative Agent to audit, review, make extracts from or copy any and all company and financial books and records of any Obligor at all reasonable times during ordinary business hours, to send and discuss with account debtors and other obligors requests for verification of amounts owed to any Obligor, and to discuss the affairs of any Obligor with any of its directors, officers or agents which, if reasonably requested by an Obligor, shall be done in the presence of an officer of such Obligor. So long as an Event of Default does not exist, the Administrative Agent shall not conduct more than two (2) such audits in any year.

4. Representations and Warranties. Each Obligor hereby represents and warrants to the Administrative Agent, for the benefit of the other Lender Parties, that so long as any of the Secured Obligations (other than contingent indemnity obligations that survive termination of the Loan Documents pursuant to the stated terms thereof) remain outstanding:

(a) Chief Executive Office; Books & Records; Legal Name; State of Formation. As of the Applicable Date, such Obligor's chief executive office and chief place of business are (and for the prior four months has been) located at the locations set forth on Schedule 4(a)(i) (as updated from time to time), and as of the Applicable Date, such Obligor keeps its books and records at such locations. As of the Applicable Date, such Obligor's exact legal name is as shown in this Security Agreement on the signature page hereto and its state of incorporation or organization is (and for the prior four months has been) the location set forth on Schedule 4(a)(ii) (as updated from time to time). Such Obligor has not in the four months preceding the Applicable Date changed its name, been party to a merger, consolidation or other change in structure or used any tradename not disclosed on Schedule 4(a)(ii) (as updated from time to time).



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(b) Location of Tangible Collateral. As of the Applicable Date, the location of all tangible Collateral owned by such Obligor is as shown on Schedule 4(b) (as updated from time to time).

(c) Ownership. Such Obligor is the legal and beneficial owner of its Collateral and has the right to pledge, sell, assign or transfer the same.

(d) Security Interest/Priority. This Security Agreement creates a valid security interest in favor of the Administrative Agent, for the benefit of the Lender Parties, in the Collateral of such Obligor and, when properly perfected by filing, the granting of Control to the Administrative Agent or otherwise, shall constitute a valid first priority, perfected security interest in such Collateral (subject to Permitted Liens), to the extent such security interest can be perfected by filing, the granting of Control or otherwise under the UCC or by filing an appropriate notice with the United States Patent and Trademark Office or the United States Copyright Office, free and clear of all Liens except for Permitted Liens.

(e) Consents. Except for (i) the filing or recording of UCC financing statements, (ii) the filing of appropriate notices with the United States Patent and Trademark Office and the United States Copyright Office, (iii) obtaining Control to perfect certain of the Liens created by this Security Agreement and/or (iv) compliance with the Assignment of Claims Act or comparable state law, no consent or authorization of, filing with, or other act by or in respect of, any arbitrator or Governmental Authority and no consent of any other Person (including, without limitation, any stockholder, member or creditor of such Obligor), is required (A) for the grant by such Obligor of the security interest in the Collateral granted hereby or for the execution, delivery or performance of this Security Agreement by such Obligor or (B) for the perfection of the security interest granted hereby or, subject to the requirements of applicable law, the exercise by the Administrative Agent of the rights and remedies provided for in this Security Agreement.

(f) Types of Collateral. None of the Collateral granted by such Obligor consists of, or is the Proceeds of, As-Extracted Collateral, Consumer Goods, Farm Products, Manufactured Homes or standing timber (as such term is used in the UCC).

(g) Accounts. With respect to the Accounts of such Obligor: (i) the goods sold and/or services furnished giving rise to each Account are not subject to any security interest or Lien except the first priority, perfected security interest granted to the Administrative Agent herein and except for Permitted Liens; (ii) each Account and the papers and documents of such Obligor relating thereto are genuine and in all material respects what they purport to be; (iii) each Account arises out of a bona fide transaction for goods sold and delivered (or in the process of being delivered) by such Obligor or for services actually rendered by such Obligor, which transaction was conducted in the ordinary course of such Obligor's business and was completed in all material respects in accordance with the terms of any documents pertaining thereto; (iv) no Account of such Obligor is evidenced by any Instrument or Chattel Paper unless such Instrument or Chattel Paper has, subject to the terms of the Subordination Agreement, been endorsed over and delivered to, or submitted to the Control of, the Administrative Agent; (v) the



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amount of each Account as shown on such Obligor's books and records, and on all invoices and statements which may be delivered to the Administrative Agent with respect thereto, is due and payable to such Obligor and is not in any way contingent other than due to regular discounts, credits or adjustments allowed by such Obligor in the ordinary course of its business; (vi) to such Obligors' knowledge, the account debtor with respect to each Account has the capacity to contract; (vii) no surety bond was required or given in connection with any Account or the contracts or purchase orders out of which it arose; (viii) no Account is evidenced by a judgment, there are no set-offs, counterclaims or disputes existing or asserted with respect to any Account which can reasonably be expected to have a Material Adverse Effect; and such Obligor has not made any agreement with any account debtor for any deduction from any Account except for deductions made in the ordinary course of its business; (ix) there are no facts, events or occurrences which in any material respect impair the validity or enforcement of any material portion of such Obligor's Accounts or tend to materially reduce the amount payable thereunder as shown on such Obligor's books and records; and (x) the right to receive payment under each Account is assignable except where the account debtor with respect to such Account is a Governmental Authority, to the extent assignment of any such right to payment is prohibited or limited by applicable law, regulations, administrative guidelines or contract.

(h) Inventory. No Inventory of such Obligor is held by a third party (other than an Obligor) pursuant to consignment, sale or return, sale on approval or similar arrangement.

(i) Intellectual Property.

(i) Schedule 1(b), as supplemented in writing by such Obligor to the Administrative Agent from time to time, contains a complete list of all Owned Intellectual Property of such Obligor. Except as disclosed on Schedule 1(b) and except for Permitted Liens, (i) such Obligor owns its Owned Intellectual Property free and clear of all restrictions (including covenants not to sue a third party), court orders, injunctions, decrees, writs or Liens, whether by written agreement or otherwise, (ii) no Person other than an Obligor owns or has been granted any right in the Owned Intellectual Property, (iii) all of such Obligor's Owned Intellectual Property is valid, subsisting and enforceable and (iv) such Obligor has taken all commercially reasonable action necessary to maintain and protect the Owned Intellectual Property owned by it, except in each case as could not reasonably be expected to have a Material Adverse Effect.

(ii) Schedule 1(b), as supplemented in writing by such Obligor to the Administrative Agent from time to time, contains a complete list of all Licensed Intellectual Property. Except as disclosed on Schedule 1(b) and in written agreements copies of which have been given to the Administrative Agent, such Obligor's licenses to use its Licensed Intellectual Property are free and clear of all restrictions, Liens, court orders, injunctions, decrees, or writs, whether by written agreement or otherwise, except for Permitted Liens and except for such restrictions, Liens, court orders, injunctions, decrees or writs as could not



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reasonably be expected to have a Material Adverse Effect. Except as disclosed on Schedule 1(b) or otherwise disclosed in writing to the Administrative Agent after the Closing Date, such Obligor is not obligated or under any liability whatsoever to make any payments of a material nature by way of royalties, fees or otherwise to any owner of, licensor of, or other claimant to, any of its Intellectual Property Rights.

(iii) Except as disclosed on Schedule 1(b), as of the **Applicable Date,** such Obligor has no knowledge of, and has not received any written claim or notice alleging, any infringement of another Person's Intellectual Property Rights (including any written claim that such Obligor must license or refrain from using the Intellectual Property Rights of any third party) nor, to the knowledge of such Obligor, is there any threatened claim or any reasonable basis for any such claim, except for such as could not reasonably be expected to have a Material Adverse Effect.

(j) Documents, Instruments and Chattel Paper. All Documents, Instruments and Chattel Paper describing, evidencing or constituting any material items of Collateral are, to such Obligor's knowledge, complete, valid, and genuine.

(k) Equipment. With respect to such Obligor's Equipment: (i) such Obligor has good and marketable title thereto; (ii) all such Equipment necessary for the business of such Obligor is in all material respects in normal operating condition and repair, ordinary wear and tear excepted (subject to casualty events), and is suitable for the uses to which it is customarily put in the conduct of such Obligor's business; and (iii) no Equipment used in the conduct of such Obligor's business is leased, except for certain items of office equipment.

(l) Collateral Requiring Control to Perfect. Set forth on Schedule 4(l) is a description of all Deposit Accounts, Electronic Chattel Paper, Letter-of-Credit Rights, Securities Accounts and uncertificated Investment Property of such Obligor as of the Applicable Date, including the name and address of (i) in the case of a Deposit Account, the depository institution, (ii) in the case of Electronic Chattel Paper, the account debtor, (iii) in the case of Letter-of-Credit Rights, the Borrower or nominated person, as applicable, and (iv) in the case of a Securities Account or other uncertificated Investment Property, the Securities Intermediary, the issuer thereof or such Obligor, as applicable.

5. Covenants. So long as any of the Secured Obligations (other than contingent indemnity obligations that survive termination of the Loan Documents pursuant to the stated terms thereof) remain outstanding, the Borrower will, and will cause each other Obligor to, comply with the following, and each Obligor shall, with respect to such Obligor's Collateral, comply with the following:

(a) Perfection of Security Interest by Filing, Etc. Subject to the terms of the Subordination Agreement, execute and deliver to the Administrative Agent and/or file such agreements, assignments or instruments (including affidavits, notices, reaffirmations and amendments and restatements of existing documents, as the Administrative Agent



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may reasonably request) and do all such other things as the Administrative Agent may reasonably deem necessary or appropriate (i) to ensure that the Administrative Agent's security interests hereunder are perfected, including (A) such financing statements (including continuation statements) or amendments thereof or supplements thereto or other instruments as the Administrative Agent may from time to time reasonably request in order to perfect, and maintain the perfection of, the security interest granted hereunder in accordance with the UCC and any other secured transactions legislation in effect in the appropriate state(s), (B) with regard to Owned Intellectual Property consisting of Copyrights, a Notice of Grant of Security Interest in Copyrights for filing with the United States Copyright Office substantially in the form of Schedule 5(a)-1 attached hereto, (C) with regard to Owned Intellectual Property consisting of Patents, a Notice of Grant of Security Interest in Patents for filing with the United States Patent and Trademark Office substantially in the form of Schedule 5(a)-2 attached hereto and (D) with regard to Trademarks, a Notice of Grant of Security Interest in Trademarks for filing with the United States Patent and Trademark Office substantially in the form of Schedule 5(a)-3 attached hereto, and (ii) to otherwise protect and reasonably assure the Administrative Agent of its rights and interests hereunder. Such Obligor hereby authorizes the Administrative Agent to prepare and file such financing statements (including continuation statements) or amendments thereof or supplements thereto or other instruments as the Administrative Agent may from time to time deem necessary or appropriate in order to perfect and maintain the security interests granted hereunder in accordance with the UCC, including, without limitation, any financing statement that describes the Collateral as **"all personal property"** or **"all assets"** of such Obligor or that describes the Collateral in some other manner as the Administrative Agent deems necessary or advisable.

(b) Perfection of Security Interest by Possession. Subject to the terms of the Subordination Agreement, if (i) any amount payable under or in connection with any of such Obligor's Collateral shall be or become evidenced by any Instrument, Tangible Chattel Paper or Supporting Obligation in the form of a Letter of Credit or (ii) if any such Collateral shall be stored or shipped subject to a Document or (iii) if any such Collateral shall consist of Investment Property in the form of certificated securities, promptly notify the Administrative Agent of the existence of such Collateral and, upon the Administrative Agent's request, deliver such Instrument, Tangible Chattel Paper, Supporting Obligation in the form of a Letter of Credit, Document or Investment Property to the Administrative Agent, duly endorsed in a manner reasonably satisfactory to the Administrative Agent, to be held as Collateral pursuant to this Security Agreement and the Subordination Agreement.

(c) Perfection of Security Interest Through Control. Subject to the terms of the Subordination Agreement, each applicable Obligor shall promptly execute and deliver, and cause to be promptly executed and delivered, to the Administrative Agent such documents as the Administrative Agent may reasonably request from time to time to cause the Administrative Agent to obtain a first priority, perfected Lien over any Deposit Account, Securites Account or Investment Property having a value over $25,000 at any time that it is not Excluded Property. If any Collateral shall consist of Electronic Chattel Paper or Letter-of-Credit Rights, the Borrower shall promptly notify the Administrative



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Agent of the existence of such Collateral and, upon the Administrative Agent's request, shall promptly execute and deliver, and shall use commercially reasonable efforts to cause to be promptly executed and delivered, such documents as the Administrative Agent may reasonably request from time to time to cause the Administrative Agent to obtain a first priority, pefected Lien over such Collateral.

(d) Other Liens. Defend its interests in any material portion of the Collateral against the claims and demands of all other parties claiming an interest therein and keep the Collateral free from all Liens, except for Permitted Liens.

(e) Preservation of Collateral. Keep the Collateral necessary for the business of such Obligor in good working order, condition and repair in all material respects, ordinary wear and tear excepted (subject to casualty events); not use the Collateral in violation of the provisions of this Security Agreement or in violation in any material respect of any other agreement relating to the Collateral, any policy of insurance covering the Collateral or any law applicable to the Collateral; not permit any material item of Collateral to be or become a fixture to real property or an accession to other personal property unless the Administrative Agent has a valid, perfected and first priority security interest for the benefit of the Lender Parties in such real or personal property.

(f) Changes in Structure, Organizational Documents, or Location. Except as otherwise permitted in the Credit Agreement, not, without providing 30 days prior written notice to the Administrative Agent and without filing (or confirming that the Administrative Agent has filed) such financing statements and amendments to any previously filed financing statements as the Administrative Agent may reasonably require, (i) alter its legal existence or, in one transaction or a series of transactions, merge into or consolidate with any other entity, or sell all or substantially all of its assets, (ii) change its state of incorporation or organization, or (iii) change its registered legal name. No Obligor shall change or amend its organizational documents in a manner adverse to the Administrative Agent or the other Lender Parties.

(g) Inspection. Allow the Administrative Agent or its representatives to visit and inspect the Collateral as set forth in Section 5.2 of the Credit Agreement.

(h) Collateral Held by Warehouseman, Bailee, etc. Except for Equipment in the possession or control of an employee or independent contractor of an Obligor in the ordinary course of business, if any Collateral is at any time in the possession or control of a warehouseman, bailee or any agent or processor of such Obligor, notify the Administrative Agent of such possession, and at the Administrative Agent's request (i) notify such Person of the Administrative Agent's security interest for the benefit of the Lender Parties in such Collateral, (ii) instruct such Person to hold all such Collateral for the Administrative Agent's account subject to the Administrative Agent's instructions and (iii) obtain an acknowledgment from such Person that it is holding such Collateral for the benefit of the Administrative Agent.



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(i) Covenants Relating to Inventory.

(i) Maintain, keep and preserve in all material respects its Inventory in good salable condition at its own cost and expense.

(ii) Comply with all reporting requirements set forth in the Credit Agreement with respect to Inventory.

(iii) If any of the Inventory is at any time evidenced by a document of title, promptly notify the Administrative Agent thereof and, upon the request of the Administrative Agent, subject to the terms of the Subordination Agreement, deliver such document of title to the Administrative Agent.

(j) Covenants Relating to Copyrights.

(i) Employ the Copyright for each material Work with such notice of copyright as may be required by law to secure copyright protection.

(ii) Not do any act or knowingly omit to do any act whereby any Copyright may become invalidated and (A) not do any act, or knowingly omit to do any act, whereby any Copyright may become injected into the public domain; (B) notify the Administrative Agent promptly if it knows, or has reason to know, that any Copyright could reasonably be expected to become injected into the public domain or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in any court or tribunal in the United States or any other country) regarding such Obligor's ownership of any such Copyright or its validity; (C) take all reasonably necessary steps as such Obligor shall reasonably deem appropriate under the circumstances to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of each material Copyright owned by such Obligor, including, without limitation, filing of applications for renewal where necessary; and (D) promptly notify the Administrative Agent of any material infringement of any Copyright of such Obligor of which it becomes aware and take such actions as such Obligor shall reasonably deem appropriate under the circumstances to protect such Copyright, including, where appropriate, the bringing of suit for infringement, seeking injunctive relief and seeking to recover any and all damages for such infringement.

(iii) Not make any assignment or agreement in conflict with the security interest in the Copyrights granted by such Obligor hereunder.

(k) Covenants Relating to Patents and Trademarks.

(i) (A) Continue to use each Trademark to the extent necessary to such Obligor's business in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (B) maintain, consistent with past business practices, the quality of products and services offered under such



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Trademark, (C) employ such Trademark with the appropriate notice of registration, (D) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless the Administrative Agent, for the benefit of the Lender Parties, shall obtain a perfected security interest in such Trademark pursuant to this Security Agreement, and (E) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Trademark necessary to such Obligor's business may become invalidated.

(ii) Not do any act, or omit to do any act, whereby any Patent necessary to such Obligor's business may become abandoned or dedicated.

(iii) Promptly notify the Administrative Agent if it knows that any application or registration relating to any Patent or Trademark may become abandoned or dedicated, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal in any country) regarding such Obligor's ownership of any such Patent or Trademark or its right to register the same or to keep, maintain and use the same.

(iv) Whenever such Obligor, either by itself or through an agent, employee, licensee or designee, shall file an application for the registration of any Patent or Trademark with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, such Obligor shall report such filing to the Administrative Agent within five Business Days after the last day of the fiscal quarter in which such filing occurs. Upon request of the Administrative Agent, such Obligor shall, subject to the terms of the Subordination Agreement, execute and deliver any and all agreements, instruments, documents and papers as the Administrative Agent may reasonably request to evidence the Administrative Agent's security interest in any Patent or Trademark and the goodwill and General Intangibles of such Obligor relating thereto or represented thereby.

(v) Take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application, to obtain the relevant registration and to maintain each registration of the Patents and Trademarks, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(vi) Promptly notify the Administrative Agent after it learns that any Patent or Trademark included in the Collateral is infringed, misappropriated or diluted by a third party and promptly sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution, or take such other



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actions as it shall reasonably deem appropriate under the circumstances in each case to protect each such material Patent or Trademark necessary to its business.

(vii) Not make any assignment or agreement in conflict with the security interest in the Patents or Trademarks of such Obligor hereunder.

(l) New Patents, Copyrights and Trademarks. Promptly provide the Administrative Agent with (i) a listing of all applications, if any, for new Copyrights, Patents or Trademarks (together with a listing of the issuance of registrations or letters on present applications), which new applications and issued registrations or letters shall be subject to the terms and conditions hereunder, and (ii) (A) with respect to Copyrights, a duly executed Notice of Grant of Security Interest in Copyrights, (B) with respect to Patents, a duly executed Notice of Grant of Security Interest in Patents, (C) with respect to Trademarks, a duly executed Notice of Grant of Security Interest in Trademarks or (D) such other duly executed documents as the Administrative Agent may reasonably request in a form reasonably acceptable to counsel for the Administrative Agent and suitable for recording to evidence the security interest of the Administrative Agent on behalf of the Lender Parties in the Copyright, Patent or Trademark which is the subject of such new application.

(m) Commercial Tort Claims; Notice of Litigation. (i) Promptly forward to the Administrative Agent written notification of any and all material Commercial Tort Claims of such Obligor, including, but not limited to, any and all actions, suits, and proceedings before any court or Governmental Authority by or affecting such Obligor or any of its Subsidiaries and (ii) execute and deliver such statements, documents and notices and do and cause to be done all such things as may be reasonably required by the Administrative Agent, or required by law, including all things which may from time to time be necessary under the UCC to fully create, preserve, perfect and protect the priority of the Administrative Agent's security interest in any Commercial Tort Claims.

(n) Regulatory Approvals. Promptly, and at its expense, execute and deliver, or cause to be executed and delivered, all applications, certificates, instruments, registration statements, and all other documents and papers the Administrative Agent may reasonably request and as may be required by law to acquire approval from any Governmental Authority or the consent, approval, registration, qualification or authorization of any other Person deemed reasonably necessary or appropriate for the effective exercise of any of the rights under this Security Agreement. Without limiting the generality of the foregoing, if an Event of Default shall have occurred and be continuing, such Obligor shall take any action which the Administrative Agent may reasonably request in order to transfer and assign to the Administrative Agent, or to such one or more third parties as the Administrative Agent may designate, or to a combination of the foregoing, each such approval of such Obligor. To enforce the provisions of this subsection, upon the occurrence and during the continuance of an Event of Default, the Administrative Agent is empowered to request the appointment of a receiver from any court of competent jurisdiction. Such receiver shall be instructed to seek from the Governmental Authority an involuntary transfer of control of each such approval for the purpose of seeking a bona fide Lender to whom control will ultimately be transferred.



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Such Obligor hereby agrees to authorize such an involuntary transfer of control upon the request of the receiver so appointed, and, if such Obligor shall refuse to authorize the transfer, its approval may be required by the court.

(o) Insurance. Insure, repair and replace the Collateral of such Obligor as set forth in the Credit Agreement. All proceeds derived from insurance on the Collateral shall be subject to the security interest of the Administrative Agent hereunder.

(p) Covenants Relating to the Assigned Agreements.

(i) Upon the reasonable request of the Administrative Agent, such Obligor shall, at its expense, (A) furnish to the Administrative Agent copies of all material notices, requests and other documents received by such Obligor under or pursuant to the Assigned Agreements and (B) make to any other party to any Assigned Agreement such demands and requests for information and reports or for action as such Obligor is entitled to make thereunder.

(ii) Unless such Obligor believes it is appropriate in the prudent conduct of its business, such Obligor shall not (A) cancel or terminate any Assigned Agreement of such Obligor or consent to or accept any cancellation or termination thereof prior to the expiration of the term stated therein; (B) materially amend or otherwise materially modify any Assigned Agreement of such Obligor or give any material consent, waiver or approval thereunder; (C) waive any material default under or breach of any Assigned Agreement of such Obligor; or (D) take any other action in connection with any Assigned Agreement of such Obligor which would materially impair the value of the interest or rights of such Obligor thereunder or which would materially impair the interests or rights of the Administrative Agent.

6. Power of Attorney for Perfection of Liens. Each Obligor, to the extent permitted by law, hereby irrevocably makes, constitutes and appoints the Administrative Agent, its nominee or any other person whom the Administrative Agent may reasonably designate, as such Obligor's attorney-in-fact with full power and for the limited purpose to do any of the following during the continuance of an Event of Default: to sign in the name of such Obligor any notices or any similar documents which in the Administrative Agent's reasonable discretion would be necessary or appropriate in order to perfect and maintain perfection of the security interests granted hereunder, such power, being coupled with an interest, being and remaining irrevocable so long as any of the Secured Obligations (other than contingent indemnity obligations that survive termination of the Loan Documents pursuant to the stated terms thereof) remain outstanding. In the event for any reason the law of any jurisdiction other than New York or Georgia becomes or is applicable to the Collateral of any Obligor or any part thereof, or to any of the Secured Obligations, such Obligor agrees, subject to the terms of the Subordination Agreement, to execute and deliver all such instruments and to do all such other things as the Administrative Agent in its sole discretion reasonably deems necessary or appropriate to preserve, protect and enforce the security interests of the Administrative Agent under the law of such other jurisdiction (and, if an Obligor shall fail to do so promptly upon the request of the



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Administrative Agent, then the Administrative Agent may execute any and all such requested documents on behalf of such Obligor pursuant to the power of attorney granted hereinabove).

7. License of Intellectual Property. Each Obligor hereby assigns, transfers and conveys to the Administrative Agent, effective upon the occurrence and during the continuance of any Event of Default, the nonexclusive right and license to use all Licensed Intellectual Property owned or used by such Obligor together with any goodwill associated therewith, all to the extent necessary to enable the Administrative Agent to use, possess and realize on the Collateral and to enable any successor or assign to enjoy the benefits of the Collateral; provided, that such Obligor is legally entitled to assign, transfer or convey such Licensed Intellectual Property to the Administrative Agent. This right and license shall inure to the benefit of all successors, assigns and transferees of the Administrative Agent in accordance with the Credit Agreement and applicable law. Such right and license is granted free of charge, without requirement that any monetary payment whatsoever be made to the Obligors.

8. Special Provisions Regarding Inventory. Notwithstanding anything to the contrary contained in this Security Agreement, each Obligor may, unless and until an Event of Default occurs and is continuing and the Administrative Agent instructs such Obligor otherwise in writing, without further consent or approval of the Administrative Agent, use, consume, sell, lease and exchange its Inventory in the ordinary course of its business as presently conducted (or as will be conducted after giving effect to the Permitted Acquisitions), whereupon, in the case of such a sale or exchange, the security interest created hereby in the Inventory so sold or exchanged (but not in any Proceeds arising from such sale or exchange) shall cease immediately without any further action on the part of the Administrative Agent.

9. Performance of Obligations; Advances by Administrative Agent. On failure of any Obligor to perform any of the covenants and agreements contained herein, the Administrative Agent may, at its sole option and in its sole discretion and upon five (5) business days prior written notice, perform or cause to be performed the same and in so doing may expend such reasonable sums as the Administrative Agent may reasonably deem advisable in the performance thereof, including, without limitation, the payment of any insurance premiums, the payment of any taxes, a payment to obtain a release of a Lien or potential Lien, expenditures made in defending against any adverse claim and all other reasonable expenditures which the Administrative Agent may make for the protection of the security interest granted herein or may be compelled to make by operation of law. All such sums and amounts so expended shall be repayable by the Obligors on a joint and several basis promptly upon timely notice thereof and demand therefor, shall constitute additional Secured Obligations and shall bear interest from the date of said demand at the then-effective Default Rate for Base Rate Loans. No such performance of any covenant or agreement by the Administrative Agent on behalf of any Obligor, and no such advance or expenditure therefor, shall relieve the Obligors of any Default under the terms of this Security Agreement or the other Loan Documents. The Administrative Agent may make any payment hereby authorized in accordance with any bill, statement or estimate procured from the appropriate public office or holder of the claim to be discharged without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax assessment, sale, forfeiture, tax lien, title or claim except to the extent such payment is being contested in good faith by an Obligor in appropriate proceedings and against which adequate reserves are being maintained to the extent required in accordance with GAAP.



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10. Events of Default. The occurrence of an event which under the Credit Agreement would constitute an Event of Default shall be an event of default hereunder (an "**Event of Default**").

11. Remedies.

(a) General Remedies. Upon the occurrence of an Event of Default and during continuation thereof, the Administrative Agent shall have, in addition to the rights and remedies provided herein, in the other Loan Documents or by law (including, but not limited to, levy of attachment, garnishment and the rights and remedies set forth in the Uniform Commercial Code of the jurisdiction applicable to the affected Collateral), the rights and remedies of a secured party under the UCC (regardless of whether the UCC is the law of the jurisdiction where the rights and remedies are asserted and regardless of whether the UCC applies to the affected Collateral), and further, the Administrative Agent may, with or without judicial process or the aid and assistance of others, (i) enter on any premises on which any of the Collateral may be located and, without resistance or interference by the Obligors, take possession of the Collateral, (ii) dispose of any Collateral on any such premises, (iii) require the Obligors to assemble and make reasonably available to the Administrative Agent at the expense of the Obligors any Collateral at any place and time designated by the Administrative Agent which is reasonably convenient to both parties, (iv) remove any Collateral from any such premises for the purpose of effecting the sale or other disposition thereof, and/or (v) without demand and without advertisement, notice, hearing or process of law, all of which each of the Obligors hereby waives to the fullest extent permitted by law, at any place and time or times, sell and deliver any or all Collateral held by or for it at public or private sale, by one or more contracts, in one or more parcels, for cash, upon credit or otherwise, at such prices and upon such terms as the Administrative Agent deems advisable, in its sole discretion (subject to any and all mandatory legal requirements). Neither the Administrative Agent's compliance with any applicable state or federal law in the conduct of such sale, nor its disclaimer of any warranties relating to the Collateral, shall be considered to adversely affect the commercial reasonableness of such sale. In addition to all other sums due the Administrative Agent and the other Lender Parties with respect to the Secured Obligations, the Guarantors shall jointly and severally pay the Administrative Agent and (during the continuance of an Event of Default) each of the Lenders all reasonable, out-of-pocket costs and expenses not paid by the Borrower and incurred by the Administrative Agent or (during the continuance of an Event of Default) any such Lender, including, but not limited to, reasonable attorneys' fees and court costs, in obtaining or liquidating the Collateral, in enforcing payment of the Secured Obligations, or in the prosecution or defense of any action or proceeding by or against the Administrative Agent or the Lenders or the Obligors concerning any matter arising out of or connected with this Security Agreement, any Collateral or the Secured Obligations, including, without limitation, any of the foregoing arising in, arising under or related to a case under Title 11 of the United States Code. To the extent the rights of notice cannot be legally waived hereunder, each Obligor agrees that any requirement of reasonable notice shall be met if such notice is personally served on or mailed, postage prepaid, to such Obligor c/o the Borrower in accordance with the notice provisions of Section 9.5(c) of the Credit Agreement at least 10 days before the time of sale or other event giving rise to



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the requirement of such notice. The Administrative Agent and the other Lender Parties shall not be obligated to make any sale or other disposition of the Collateral regardless of notice having been given. To the extent permitted by law, any Lender may be a purchaser at any such sale. To the extent permitted by applicable law, each of the Obligors hereby waives all of its rights of redemption with respect to any such sale. Subject to the provisions of applicable law, the Administrative Agent and the other Lender Parties may postpone or cause the postponement of the sale of all or any portion of the Collateral by announcement at the time and place of such sale, and such sale may, without further notice, to the extent permitted by law, be made at the time and place to which the sale was postponed, or the Administrative Agent and the other Lender Parties may further postpone such sale by announcement made at such time and place.

(b) Remedies Relating to Accounts. Upon the occurrence of an Event of Default and during the continuation thereof, whether or not the Administrative Agent has exercised any or all of its rights and remedies hereunder, the Administrative Agent shall have the right to enforce any Obligor's rights against any account debtors and obligors on such Obligor's Accounts. Each Obligor acknowledges and agrees that the Proceeds of its Accounts remitted to or on behalf of the Administrative Agent in accordance with the provisions of this Section shall be applied to the Secured Obligations then due and payable in accordance with Section 8.2 of the Credit Agreement. To the extent reasonably required by the Administrative Agent, each Obligor agrees to execute any document or instrument, and to take any action that the Administrative Agent may deem commercially reasonable and necessary under applicable law (including the Assignment of Claims Act) in order for the Administrative Agent to exercise its rights and remedies (or be able to exercise its rights and remedies at some future date) with respect to any Accounts of such Obligor where the account debtor is a Governmental Authority; provided, however, unless an Event of Default has occurred and is continuing, the Administrative Agent shall hold in escrow all documents and instruments executed by the Obligors to comply with the terms of the Assignment of Claims Act and comparable state law and shall not file such documents and instruments with any Governmental Authority. The Administrative Agent and the other Lender Parties shall have no liability or responsibility to any Obligor for acceptance of a check, draft or other order for payment of money bearing the legend "payment in full" or words of similar import or any other restrictive legend or endorsement or be responsible for determining the correctness of any remittance. The Obligors hereby jointly and severally agree to indemnify the Administrative Agent and the Lenders and their respective officers, directors, employees, partners, members, counsel, agents, representatives, advisors and affiliates (each of the Administrative Agent, the Lenders and such other Persons, an "**Indemnified Party**") from and against all liabilities, damages, losses, actions, claims, judgments and reasonable, documented, out-of-pocket costs and expenses, charges and attorneys' fees suffered or incurred by the Administrative Agent or (during the continuance of an Event of Default) the Lenders because of the maintenance of the foregoing arrangements except (i) as relating to or arising out of the gross negligence, willful misconduct or bad faith of an Indemnified Party, (ii) of any Indemnified Party owing to any other Indemnified Party caused solely by the actions of the first such Indemnified Party or (iii) resulting from any claim or liability successfully asserted by an Obligor against such Indemnified Party. In the case of any investigation, litigation or other proceeding, the foregoing indemnity shall



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be effective whether or not such investigation, litigation or proceeding is brought by an Obligor, its shareholders, members or creditors or an Indemnified Party or any other Person or any other Indemnified Party is otherwise a party thereto.

(c) Access. In addition to the rights and remedies hereunder, upon the occurrence of an Event of Default and during the continuation thereof, the Administrative Agent shall have the right to enter and remain upon the various premises of the Obligors without cost or charge to the Administrative Agent, and use the same, together with materials, supplies, books and records of the Obligors for the purpose of collecting and liquidating the Collateral, or for preparing for sale and conducting the sale of the Collateral, whether by foreclosure, auction or otherwise in accordance with applicable law. In addition, upon the occurrence of an Event of Default and during the continuation thereof, the Administrative Agent may remove Collateral, or any part thereof, from such premises and/or any records with respect thereto, in order to effectively collect or liquidate such Collateral. If the Administrative Agent exercises its right to take possession of the Collateral in accordance herewith, each Obligor shall also at its expense perform any and all other steps reasonably requested by the Administrative Agent to preserve and protect the security interest hereby granted in the Collateral, such as placing and maintaining signs indicating the security interest of the Administrative Agent, appointing overseers for the Collateral and maintaining inventory records.

(d) Nonexclusive Nature of Remedies. Failure by the Administrative Agent or the other Lender Parties to exercise any right, remedy or option under this Security Agreement, any other Loan Document or as provided by law, or any delay by the Administrative Agent or the other Lender Parties in exercising the same, shall not operate as a waiver of any such right, remedy or option. No waiver hereunder shall be effective unless it is in writing, signed by the party against whom such waiver is sought to be enforced and then only to the extent specifically stated, which in the case of the Administrative Agent or the other Lender Parties shall only be granted as provided in Section 16 hereof. To the extent permitted by law, neither the Administrative Agent, the other Lender Parties, nor any party acting as attorney for the Administrative Agent or the other Lender Parties, shall be liable hereunder for any acts or omissions or for any error of judgment or mistake of fact or law other than their gross negligence, willful misconduct or bad faith hereunder. The rights and remedies of the Administrative Agent and the other Lender Parties under this Security Agreement shall be cumulative and not exclusive of any other right or remedy which the Administrative Agent or the other Lender Parties may have.

(e) Retention of Collateral. In addition to the rights and remedies hereunder, upon the occurrence of an Event of Default and during the continuation thereof, the Administrative Agent may, after providing the notices required by Sections 9-620 and 9-621 of the UCC (or any successor sections of the UCC) or otherwise complying with the notice requirements of applicable law of the relevant jurisdiction, accept or retain all or any portion of the Collateral in satisfaction of the Secured Obligations as and to the extent permitted by applicable law. Unless and until the Administrative Agent shall have provided such notices, however, the Administrative Agent shall not be deemed to have retained any Collateral in satisfaction of any Secured Obligations for any reason.



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(f) Other Security. To the extent that any of the Secured Obligations are now or hereafter secured by property other than the Collateral (including, without limitation, real and other personal property and securities owned by an Obligor), or by a guarantee, endorsement or property of any other Person, then the Administrative Agent shall have the right to proceed against such other property, guarantee or endorsement upon the occurrence and during the continuation of any Event of Default, and the Administrative Agent shall have the right, in its sole discretion, to determine which rights, security, Liens, security interests or remedies the Administrative Agent shall at any time pursue, relinquish, subordinate, modify or take with respect thereto, without in any way modifying or affecting any of them or any of the Administrative Agent's rights or the Secured Obligations under this Security Agreement or under any other Loan Document.

12. Rights of the Administrative Agent.

(a) Power of Attorney. In addition to other powers of attorney contained herein, each Obligor hereby designates and appoints the Administrative Agent, on behalf of the Lender Parties, and each of its designees or agents, as attorney-in-fact of such Obligor, irrevocably and with power of substitution, with authority to take any or all of the following actions upon the occurrence and during the continuation of an Event of Default:

(i) to demand, collect, settle, compromise, adjust and give discharges and releases concerning the Collateral of such Obligor, all as the Administrative Agent may reasonably determine in respect of such Collateral;

(ii) to commence and prosecute any actions at any court for the purposes of collecting any Collateral and enforcing any other right in respect thereof;

(iii) to defend, settle, adjust or compromise any action, suit or proceeding brought with respect to the Collateral and, in connection therewith, give such discharge or release as the Administrative Agent may deem reasonably appropriate;

(iv) to receive, open and dispose of mail addressed to an Obligor and endorse checks, notes, drafts, acceptances, money orders, bills of lading, warehouse receipts or other instruments or documents evidencing payment, shipment or storage of the goods giving rise to the Collateral of such Obligor, or securing or relating to such Collateral, on behalf of and in the name of such Obligor;

(v) to sell, assign, transfer, make any agreement in respect of, or otherwise deal with or exercise rights in respect of, any Collateral or the goods or services which have given rise thereto, as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes;

(vi) to adjust and settle claims under any insurance policy relating to the Collateral;



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(vii) subject to the terms of the Subordination Agreement, to execute and deliver and/or file all assignments, conveyances, statements, financing statements, continuation financing statements, security agreements, affidavits, notices and other agreements, instruments and documents that the Administrative Agent may reasonably determine to be necessary in order to perfect and maintain the security interests and Liens granted in this Security Agreement and in order to fully consummate all of the transactions contemplated herein;

(viii) to institute any foreclosure proceedings that the Administrative Agent may deem appropriate;

(ix) to execute any document or instrument, and to take any action, necessary under applicable law (including the Federal Assignment of Claims Act) in order for the Administrative Agent to exercise its rights and remedies (or to be able to exercise its rights and remedies at some future date) with respect to any Account of an Obligor where the account debtor is a Governmental Authority; and

(x) to do and perform all such other acts and things as the Administrative Agent may reasonably deem to be necessary or appropriate in connection with the Collateral.

This power of attorney is a power coupled with an interest and shall be irrevocable for so long as any of the Secured Obligations (other than contingent indemnity obligations that survive termination of the Loan Documents pursuant to the stated terms thereof) remain outstanding or any Loan Document is in effect. The Administrative Agent shall be under no duty to exercise or withhold the exercise of any of the rights, powers, privileges and options expressly or implicitly granted to the Administrative Agent in this Security Agreement, and shall not be liable for any failure to do so or any delay in doing so. The Administrative Agent shall not be liable for any act or omission or for any error of judgment or any mistake of fact or law in its individual capacity or its capacity as attorney-in-fact except acts or omissions resulting from its gross negligence, willful misconduct or bad faith. This power of attorney is conferred on the Administrative Agent solely to protect, preserve and realize upon its security interest in the Collateral.

(b) Assignment by the Administrative Agent. The Administrative Agent may from time to time assign the Collateral or any portion thereof to a successor Administrative Agent in accordance with the provisions of the Credit Agreement, and the assignee shall be entitled to all of the rights and remedies of the Administrative Agent under this Security Agreement in relation thereto.

(c) The Administrative Agent's Duty of Care. Other than the exercise of reasonable care to assure the safe custody of the Collateral while being held by the Administrative Agent hereunder, the Administrative Agent shall have no duty or liability to preserve rights pertaining thereto, it being understood and agreed that each Obligor shall be responsible for preservation of all rights in its Collateral, and the Administrative Agent shall be relieved of all responsibility for the Collateral upon surrendering it or



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tendering the surrender of it to the Borrower as agent for the applicable Obligor. The Administrative Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which the Administrative Agent accords its own property, which shall be no less than the treatment employed by a reasonable and prudent agent in the industry, it being understood that the Administrative Agent shall not have responsibility for taking any necessary steps to preserve rights against any parties with respect to any of the Collateral. In the event of a public or private sale of Collateral pursuant to Section 11 hereof, the Administrative Agent shall have no obligation to clean-up, repair or otherwise prepare the Collateral for sale.

13. Application of Proceeds. After the exercise of remedies by the Administrative Agent or the other Lender Parties pursuant to the Loan Documents (or after any Secured Obligations becoming automatically due and payable in accordance with the terms of the Loan Documents), any proceeds of the Collateral, when received by the Administrative Agent or any of the other Lender Parties in cash or its equivalent, will be applied in reduction of the Secured Obligations in the order set forth in Section 8.2 of the Credit Agreement, and each Obligor irrevocably waives the right to direct the application of such payments and proceeds and acknowledges and agrees that the Administrative Agent shall have the continuing and exclusive right to so apply and reapply any and all such proceeds.

14. Costs of Counsel. If at any time hereafter, whether upon the occurrence of an Event of Default or not, the Administrative Agent employs counsel to prepare or consider amendments, waivers or consents with respect to this Security Agreement, or to take action or make a response in or with respect to any legal or arbitral proceeding relating to this Security Agreement or relating to the Collateral, or to protect the Collateral or exercise any rights or remedies under this Security Agreement or with respect to the Collateral as permitted herein, then the Guarantors jointly and severally agree to promptly pay upon demand any and all such reasonable out-of-pocket costs and expenses of the Administrative Agent not paid by the Borrower, all of which such costs and expenses shall constitute Secured Obligations hereunder.

15. Continuing Agreement.

(a) This Security Agreement shall be a continuing agreement in every respect and shall remain in full force and effect so long as any of the Secured Obligations (other than contingent indemnity obligations that survive termination of the Loan Documents pursuant to the stated terms thereof) remain outstanding or any Loan Document is in effect. Upon such payment and termination, this Security Agreement shall be automatically terminated and the Administrative Agent and the other Lender Parties shall, upon the request and at the expense of the Obligors, forthwith release all of the Liens and security interests granted hereunder and shall execute and/or deliver all UCC termination statements and/or other documents reasonably requested by the Obligors evidencing such termination. Notwithstanding the foregoing all releases and indemnities provided hereunder shall survive termination of this Security Agreement.

(b) This Security Agreement shall continue to be effective or be automatically reinstated, as the case may be, if at any time payment, in whole or in part, of any of the



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Secured Obligations is rescinded or must otherwise be restored or returned by the Administrative Agent or any Lender as a preference, fraudulent conveyance or otherwise under any bankruptcy, insolvency or similar law, all as though such payment had not been made; provided, however, that in the event payment of all or any part of the Secured Obligations is rescinded or must be restored or returned, all reasonable out-of-pocket costs and expenses (including, without limitation, any reasonable legal fees and disbursements) incurred by the Administrative Agent or any Lender in defending and enforcing such reinstatement shall be deemed to be included as a part of the Secured Obligations.

16. Amendments; Waivers; Modifications. This Security Agreement and the provisions hereof may not be amended, waived, modified, changed, discharged or (except in accordance with Section 15(a)) terminated except with (and only with) the written consent of the Required Lenders.

17. Successors in Interest. This Security Agreement shall create a continuing security interest in the Collateral and shall be binding upon each Obligor, its successors and assigns and shall inure, together with the rights and remedies of the Administrative Agent and the other Lender Parties hereunder, to the benefit of the Administrative Agent and the other Lender Parties and their successors and permitted assigns; provided, however, that none of the Obligors may assign its rights or delegate its duties hereunder, except in accordance with the Credit Agreement, without the prior written consent of each Lender or the Required Lenders, as required by the Credit Agreement. To the fullest extent permitted by law, each Obligor hereby releases the Administrative Agent and each Lender, each of their respective officers, employees and agents and each of their respective successors and assigns, from any liability for any act or omission relating to this Security Agreement or the Collateral, except for any liability arising from the gross negligence, willful misconduct or bad faith of the Administrative Agent or any Lender or their respective officers, employees and agents, in each case as determined by a court of competent jurisdiction.

18. Notices. All notices required or permitted to be given under this Security Agreement shall be in conformance with Section 9.5 of the Credit Agreement.

19. Counterparts. This Security Agreement may be executed in any number of counterparts, each of which where so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Security Agreement to produce or account for more than one such counterpart.

20. Headings. The headings of the sections and subsections hereof are provided for convenience only and shall not in any way affect the meaning, construction or interpretation of any provision of this Security Agreement.

21. Governing Law; Submission to Jurisdiction and Service of Process; Waiver of Jury Trial; Venue.

(a) THIS SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND



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CONSTRUED AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(b) To the fullest extent permitted by law, each Obligor hereby irrevocably submits to the jurisdiction of any state or federal court sitting in New York, New York in any action or proceeding arising out of or relating to this Agreement, and each Obligor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such state or federal court. Each Obligor hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. Each Obligor irrevocably consents to the service of copies of the summons and complaint and any other process which may be served in any such action or proceeding by the mailing of copies of such process to such Obligor at its addresses specified in Schedule 4.1 to the Credit Agreement. To the fullest extent permitted by law, a final judgment in any such action or proceeding may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Section 21(b) shall affect the right of the Administrative Agent to serve legal process in any other manner permitted by law or affect the right of the Administrative Agent to bring any action or proceeding against any Obligor or its property in the courts of other jurisdictions.

(c) EACH OBLIGOR AND THE ADMINISTRATIVE AGENT HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY INSTRUMENT OR DOCUMENT DELIVERED HEREUNDER.

22. Severability. If any provision of this Security Agreement is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions.

23. Entirety. This Security Agreement and the other Loan Documents to which the parties hereto is a party represent the entire agreement of the parties hereto and thereto with respect to the subject matter hereof and thereof, and supersede all prior agreements and understandings, oral or written, if any, with respect to the subject matter hereof and thereof, including any commitment letters, term sheets or correspondence relating to this Security Agreement, the other Loan Documents or the transactions contemplated herein and therein.

24. Survival. All representations and warranties of the Obligors hereunder shall survive the execution and delivery of this Security Agreement and the other Loan Documents and the delivery of the Notes under the Credit Agreement.

25. Rights of Required Lenders. All rights of the Administrative Agent hereunder, if not exercised by the Administrative Agent, may be exercised by the Required Lenders.



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26. New Subsidiaries. Any new Subsidiary of the Borrower that is required to enter into this Agreement pursuant to the Credit Agreement shall do so by executing and delivering in favor of the Administrative Agent a supplement hereto in a form reasonably acceptable to the Administrative Agent. Upon the execution and delivery of such supplement by such new Subsidiary, such Subsidiary shall become an Obligor hereunder and a party hereto as of the date of such supplement. The execution and delivery of any instrument adding an additional Obligor as a party to this Security Agreement shall not require the consent of any Person other than such Obligor and the Administrative Agent. The rights and obligations of each Obligor hereunder shall remain in full force and effect notwithstanding the addition of any new Obligor hereunder.

**[SIGNATURE PAGES FOLLOW]**



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Each of the parties hereto has caused a counterpart of this Security Agreement to be duly executed and delivered as of the date first above written.

**ALEXANDER GALLO HOLDINGS, LLC**

By:_____
Alexander Gallo
Chief Executive Officer

**AG/PAULSON, LLC**
**ARS ACQUISITION COMPANY, LLC**
**J DANIEL ACQUISITION, LLC**
**ALEXANDER GALLO OPERATIONS, LLC**
**SET DEPO, LLC**
**TANKOOS REPORTING COMPANY, LLC**
**AG/THE LEGAL SUPPORT GROUP, LLC**
**BROWN & GALLO COURT REPORTING, LLC**
**AG/LEGAL REPROGRAPHICS, LLC**
**BROWN REPORTING, INC.**
**AG/ACCLAIM LEGAL SERVICES, LLC**
**AR-TI RECORDING, LLC**

By:_____
Alexander Gallo
Chief Executive Officer



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Accepted and agreed to as of the date first above written.

**WELLS FARGO BANK, NATIONAL ASSOCIATION,**
as Administrative Agent

By: _____
Name: David Nussbaum
Title: Vice President



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JOINDER TO SECURITY AGREEMENT

**The Hobart West Group, Inc., Deponet, LLC, Esquire Solutions, LLC**
**Hobart West Solutions, LLC, Esquire Deposition Services, LLC**
**Esquire Litigation Solutions, LLC, D-M Information Systems, Inc.**

Dated as of September 22, 2008

Each of the undersigned (each a "New Obligor") hereby joins the Security Agreement dated as of November 30, 2007 (as the same may be amended, supplemented or restated from time to time, the "Security Agreement") made by the Obligors party thereto (the "Existing Obligors") and Wells Fargo Bank, National Association, as administrative agent (in such capacity, the "Administrative Agent"), as required by that certain Credit Agreement dated as of November 30, 2007, among Alexander Gallo Holdings, LLC, a Georgia limited liability company (the "Borrower"), the Lenders, the Letter of Credit Issuer and the Administrative Agent, as amended by a First Amendment to Credit Agreement dated as of March 10, 2008, a Second Amendment to Credit Agreement dated as of April 30, 2008, a Third Amendment to Credit Agreement and First Incremental Loan Activation Notice dated as of July 18, 2008, and a Fourth Amendment to Credit Agreement and Second Incremental Loan Activation Notice dated as of September 22, 2008 (as the same may be further amended, supplemented or restated from time to time, the "Credit Agreement"). Except as otherwise defined herein, capitalized terms used herein and defined in the Security Agreement or the Credit Agreement shall be used herein as therein defined.

Each New Obligor hereby (i) grants to the Administrative Agent a security interest in its Collateral to secure the prompt payment and performance in full when due of the Secured Obligations with the same force and effect as if the New Obligor were an original party to the Security Agreement, (ii) agrees to comply with the covenants, terms and conditions of the Security Agreement applicable to it as an "Obligor" thereunder, and (iii) makes each of the representations and warranties in the Security Agreement applicable to itself as an "Obligor" thereunder as of the date hereof.

Attached to this Joinder to Security Agreement are the following, as referenced in the Security Agreement, each completed with information relative to each New Obligor: (i) Schedule 1(b) - Intellectual Property; (ii) Schedule 2(a)(iv) - Commercial Tort Claims; (iii) Schedule 4(a)(i) - Chief Executive Office/Principal Place of Business/Exact Legal Name/State of Formation; (iv) Schedule 4(a)(ii) - Name Changes/Changes in Corporate Structure/Tradenames; (v) Schedule 4(b) - Location of Tangible Collateral; (vi) Schedule 4(l) - Deposit Accounts, Electronic Chattel Paper, Letter-of-Credit Rights, Securities Accounts and Uncertificated Investment Property; (vii) Schedule 5(a)-1 - Notice of Grant of Security Interest in Copyrights; (viii) Schedule 5(a)-2 - Notice of Grant of Security Interest in Patents; and (ix) Schedule 5(a)-3 - Notice of Grant of Security Interest in Trademarks.

*(Signature Page Follows)*



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

**THE HOBART WEST GROUP, INC.**

By _____
Name: Alexander Gallo
Title: Sole Director

**D-M INFORMATION SYSTEMS, INC.**

By _____
Name: Alexander Gallo
Title: Chairman

**DEPONET, LLC**
**HOBART WEST SOLUTIONS, LLC**
**ESQUIRE SOLUTIONS, LLC**
**ESQUIRE DEPOSITION SERVICES, LLC**
**ESQUIRE LITIGATION SOLUTIONS, LLC**

The Hobart West Group, Inc., as sole member

By _____
Name: Alexander Gallo
Title: Sole Director

*(Signature Page to Joinder to Security Agreement (Fourth Amendment))*