

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Production Resource Group, L.L.C.		08/17/2007	LIMITED LIABILITY COMPANY: DELAWARE
Production Resource Group Inc.		08/17/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
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<b>Internal Address:</b>	36th Floor		
<b>City:</b>	Jersey City		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07302		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: BERMUDA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78788838	BAD BOY	
<b>Serial Number:</b>	77064387	BREAKOUT IN A BOX	
<b>Serial Number:</b>	78672914	PRG SERIES 400	
<b>CORRESPONDENCE DATA</b>			
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CH \$90.00 78788838

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**TRADEMARK**  
**REEL: 004077 FRAME: 0659**

NAME OF SUBMITTER:	Angela M. amaru
Signature:	/s/ Angela M. Amaru
Date:	10/13/2009

**Total Attachments: 68**

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GUARANTEE AND COLLATERAL AGREEMENT

dated as of

August 17, 2007,

among

PRODUCTION RESOURCE GROUP, L.L.C.,

PRODUCTION RESOURCE GROUP, INC.,

the Domestic Subsidiaries of PRODUCTION RESOURCE GROUP, L.L.C. identified herein,

and

GOLDMAN SACHS CREDIT PARTNERS L.P.

as Administrative Agent

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#### Schedules

Schedule I	Capital Stock; Debt Securities
Schedule II	Intellectual Property
Schedule III	Commercial Tort Claims

#### Exhibits

Exhibit A	Form of Supplement
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GUARANTEE AND COLLATERAL AGREEMENT dated as of August 17, 2007, among PRODUCTION RESOURCE GROUP, L.L.C., a Delaware limited liability company (the "**Borrower**"), PRODUCTION RESOURCE GROUP, INC., a Delaware corporation ("**Holdings**"), the Domestic Subsidiaries of Holdings identified herein and GOLDMAN SACHS CREDIT PARTNERS L.P. (together with its affiliates, "**GSCP**"), as administrative agent (in such capacity, the "**Administrative Agent**").

### PRELIMINARY STATEMENT

Reference is made to the Credit Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, Holdings, the lenders from time to time party thereto (the "**Lenders**"), GSCP, as administrative agent (in such capacity, the "**Administrative Agent**") and GMAC Commercial Finance LLC. The Lenders and the Issuing Banks (such term and each other capitalized term used but not defined in this preliminary statement having the meaning given or ascribed to it in Article I) have agreed to extend credit to the Borrower pursuant to, and upon the terms and conditions specified in, the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend credit to the Borrower are conditioned upon, among other things, the execution and delivery of this Agreement by Holdings, the Borrower, and the Subsidiary Guarantors. Holdings and the Subsidiary Guarantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

### ARTICLE I

#### *Definitions*

SECTION 1.01. *Credit Agreement.* (a) Capitalized terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Credit Agreement. All terms defined in the New York UCC (as such term is defined herein) and not defined in this Agreement have the meanings specified therein.

(b) The rules of construction specified in Sections 1.02 of the Credit Agreement also apply to this Agreement.

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

"**Account**" shall have the meaning assigned to such term in Section 9-102 of the New York UCC.

"**Account Debtor**" shall mean any person who is or who may become obligated to any Grantor under, with respect to or on account of an Account.

***“Accounts Receivable”*** shall mean all Accounts and all right, title and interest in any returned goods, together with all rights, titles, securities and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation and resales, and all related security interests, liens and pledges, whether voluntary or involuntary, in each case whether now existing or owned or hereafter arising or acquired.

***“Administrative Agent”*** shall have the meaning assigned to such term in the preliminary statement.

***“Agreement”*** shall mean this Guarantee and Collateral Agreement, as it may be amended, restated, supplemented or otherwise modified from time to time.

***“Article 9 Collateral”*** shall have the meaning assigned to such term in Section 4.01(a).

***“Borrower”*** shall have the meaning assigned to such term in the preamble.

***“Claiming Guarantor”*** shall have the meaning assigned to such term in Section 6.02.

***“Collateral”*** shall mean any collateral that secures any Obligation, the Article 9 Collateral and the Pledged Collateral.

***“Commercial Tort Claim”*** shall have the meaning assigned to such term in Section 9-102 of the New York UCC.

***“Commodities Intermediary”*** shall have the meaning assigned to such term in Section 9-102 of the New York UCC.

***“Contributing Guarantor”*** shall have the meaning assigned to such term in Section 6.02.

***“Copyright License”*** shall mean any written agreement, now or hereafter in effect, granting any right to any third party in, to, or under any copyright now or hereafter owned by any Grantor or that such Grantor otherwise has the right to license, or granting any right to any Grantor in, to or under any copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

***“Copyrights”*** shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all works of authorship and copyrightable works, all mask works (as defined in 17 U.S.C. § 901), all protected designs (as defined in U.S.C. § 1301), and all copyrights arising under the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, including all common law and/or statutory rights therein, (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office (or any successor office or any similar office in any other country), including those listed on Schedule II, and (c) all other rights of any kind whatsoever accruing thereunder.



***“Credit Agreement”*** shall have the meaning assigned to such term in the preliminary statement.

***“Deposit Account”*** shall have the meaning assigned to such term in Section 9-102 of the New York UCC.

***“Electronic Chattel Paper”*** shall have the meaning assigned to such term in Section 9-102 of the New York UCC.

***“Entitlement Holder”*** shall have the meaning assigned to such term in Section 8-102 of the New York UCC.

***“Entitlement Order”*** shall have the meaning assigned to such term in Section 8-102 of the New York UCC.

***“Equipment”*** shall have the meaning assigned to such term in Section 9-102 of the New York UCC.

***“Equity Interests”*** shall mean shares, shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity interests in any person, or any obligations convertible into or exchangeable for, or giving any person a right, option or warrant to acquire such equity interests or such convertible or exchangeable obligations.

***“Federal Securities Laws”*** shall have the meaning assigned to such term in Section 5.04.

***“Financial Asset”*** shall have the meaning assigned to such term in Section 8-102 of the New York UCC.

***“General Intangibles”*** shall have the meaning assigned to such term in Section 9-102 of the New York UCC.

***“Grantors”*** shall mean Holdings, the Borrower and the Subsidiary Guarantors.

***“Guarantors”*** shall mean Holdings and the Subsidiary Guarantors.

***“Holdings”*** shall have the meaning assigned to such term in the preamble.

***“Instrument”*** shall have the meaning assigned to such term in Section 9-102 of the New York UCC.

***“Intellectual Property”*** shall mean the collective reference to all rights, priorities, and privileges of any Grantor relating to any intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including all (i) Patents, (ii) Copyrights, (iii) Licenses, (iv) Trademarks, (v) trade secrets and confidential or proprietary technical and business information, including know-how, show-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial,

marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, (vi) software and databases and all embodiments or fixations thereof and related documentation, registrations, and franchises, (vii) books and records describing or used in connection with any of the foregoing, (viii) the right to sue, or otherwise recover, for any and all past, present and future infringements, misappropriations, dilutions, or other violations of any of the foregoing, and (ix) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit.

“***Inventory***” shall have the meaning assigned to such term in Section 9-102 of the New York UCC.

“***Investment Property***” shall have the meaning assigned to such term in Section 9-102 of the New York UCC.

“***Lenders***” shall have the meaning assigned to such term in the preliminary statement.

“***Letter-of-Credit Right***” shall have the meaning assigned to such term in Section 9-102 of the New York UCC.

“***License***” shall mean any Patent License, Trademark License or Copyright License, including those listed on Schedule II.

“***Loan Document Obligations***” shall mean (a) the due and punctual payment of (i) the principal of and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by the Borrower under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral, and (iii) all other monetary obligations of the Borrower to any of the Secured Parties under the Credit Agreement and each of the other Loan Documents, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), (b) the due and punctual performance of all other obligations of the Borrower under or pursuant to the Credit Agreement and each of the other Loan Documents, and (c) the due and punctual payment and performance of all the obligations of each other Loan Party under or pursuant to this Agreement and each of the other Loan Documents.

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

“***Obligations***” shall mean (a) the Loan Document Obligations and (b) the due and punctual payment and performance of all obligations of each Loan Party under each Hedging Agreement that (i) is in effect on the Closing Date with a counterparty that is the Administrative Agent or a Lender or an Affiliate of the Administrative Agent or a Lender as of the Closing Date

or (ii) is entered into after the Closing Date with any counterparty that is the Administrative Agent or a Lender or an Affiliate of the Administrative Agent or a Lender at the time such Hedging Agreement is entered into.

**“Patent License”** shall mean any written agreement, now or hereafter in effect, granting to any third party any right in, to, or under any patent now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right in, to, or under any patent now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement.

**“Patents”** shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or the equivalent thereof in any other country, union of countries, or any political subdivision of any of the foregoing, all issuances, registrations, and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, union of countries, or any political subdivision of any of the foregoing, including issued patents, recordings, and pending applications in the United States Patent and Trademark Office (or any successor or any similar offices in any other country), including those listed on Schedule II, (b) all inventions (whether patentable or not) and all improvements thereto, (c) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein, and (d) all other rights of any kind whatsoever accruing thereunder.

**“pledge”** shall also include charge.

**“Pledged Collateral”** shall have the meaning assigned to such term in Section 3.01.

**“Pledged Debt Securities”** shall have the meaning assigned to such term in Section 3.01.

**“Pledged Intercompany Notes”** shall have the meaning assigned to such term in Section 3.02(b).

**“Pledged Securities”** shall mean any promissory notes, share certificates, stock certificates or other securities now or hereafter included in the Pledged Collateral, including all certificates, instruments or other documents representing or evidencing any Pledged Collateral, including both Pledged Stock and Pledged Debt Securities.

**“Pledged Stock”** shall have the meaning assigned to such term in Section 3.01.

**“Pledged Subsidiary Stock”** shall have the meaning assigned to such term in Section 3.02(a).

**“Proceeds”** shall have the meaning assigned to such term in Section 9-102 of the New York UCC.

**“Secured Parties”** shall mean (a) the Lenders, (b) the Administrative Agent, (c) any Issuing Bank, (d) each counterparty to any Hedging Agreement with a Loan Party that either (i) is in effect on the Closing Date if such counterparty is the Administrative Agent or a Lender or an Affiliate of the Administrative Agent or a Lender as of the Closing Date or (ii) is entered into after the Closing Date if such counterparty is the Administrative Agent or a Lender or an Affiliate of the Administrative Agent or a Lender at the time such Hedging Agreement is entered into, (e) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document and (f) the successors and assigns of each of the foregoing.

**“Securities Account”** shall have the meaning assigned to such term in Section 8-501 of the New York UCC.

**“Securities Intermediary”** shall have the meaning assigned to such term in Section 8-102 of the New York UCC.

**“Security”** shall have the meaning assigned to such term in Section 8-102 of the New York UCC.

**“Security Interest”** shall have the meaning assigned to such term in Section 4.01.

**“Specified Article 9 Collateral”** shall have the meaning assigned to such term in Section 4.01(b).

**“Subsidiary Guarantors”** shall mean (a) the Domestic Subsidiaries of the Borrower party hereto on the date hereof as “Subsidiary Guarantors” and (b) each other Domestic Subsidiary that becomes a party to this Agreement as a Subsidiary Guarantor after the Closing Date.

**“Trademark License”** shall mean any written agreement, now or hereafter in effect, granting to any third party any right to use any trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

**“Trademarks”** shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, internet domain names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II, (b) all goodwill associated therewith or symbolized thereby, (c) all other assets, rights and interests that uniquely reflect or embody such goodwill, and (d) all other rights of any kind whatsoever accruing thereunder.

***“Unfunded Advances/Participations”*** shall mean (a) with respect to the Administrative Agent, the aggregate amount, if any (i) made available to the Borrower on the assumption that each applicable Lender has made its portion of the applicable Borrowing available to the Administrative Agent as contemplated by Section 2.02(b)(iv) of the Credit Agreement and (ii) with respect to which a corresponding amount shall not in fact have been returned to the Administrative Agent by the Borrower or made available to the Administrative Agent by any such Lender in accordance with Section 2.05(b) of the Credit Agreement, (b) with respect to the Swingline Lender, the aggregate amount, if any, of participations in respect of any outstanding Swingline Loan that shall not have been funded by the applicable Revolving Lenders in accordance with Section 2.03(b)(iv) of the Credit Agreement and (c) with respect to any Issuing Bank, the aggregate amount, if any, of participations in respect of any outstanding drawings under Letters of Credit that shall not have been funded by the applicable Revolving Lenders in accordance with Section 2.04(d) and of the Credit Agreement.

## ARTICLE II

### *Guarantees*

SECTION 2.01. *Guarantees.* Each Guarantor unconditionally guarantees, jointly with the other Guarantors and severally, as a primary obligor and not merely as a surety, the due and punctual payment and performance of the Obligations. Each of the Guarantors further agrees that the Obligations may be extended or renewed, in whole or in part, without notice to or further assent from it, and that it will remain bound upon its guarantee notwithstanding any extension or renewal of any Obligation. Each of the Guarantors waives presentment to, demand of payment from and protest to the Borrower or any other Loan Party of any Obligation and also waives notice of acceptance of its guarantee and notice of protest for nonpayment.

SECTION 2.02. *Guarantee of Payment.* Each of the Guarantors further agrees that its guarantee hereunder constitutes a guarantee of payment when due and not of collection, and waives any right to require that any resort be had by the Administrative Agent or any other Secured Party to any security held for the payment of the Obligations or to any balance of any Deposit Account or credit on the books of the Administrative Agent or any other Secured Party in favor of the Borrower or any other person.

SECTION 2.03. *No Limitations, Etc.* (a) Except for termination of a Guarantor's obligations hereunder as expressly provided in Section 7.15, the obligations of each Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of the Obligations or otherwise. Without limiting the generality of the foregoing, the obligations of each Guarantor hereunder shall not be discharged or impaired or otherwise affected by (i) the failure of the Administrative Agent or any other Secured Party to assert any claim or demand or to enforce any right or remedy under the provisions of any Loan Document or otherwise; (ii) any rescission, waiver, amendment or modification of, or any release from any of the terms or provisions of, any Loan Document or any other agreement, including with respect to any other Guarantor under this Agreement; (iii) the release of any security held by the Administrative Agent or any other Secured Party for the

Obligations or any of them; (iv) any default, failure or delay, willful or otherwise, in the performance of the Obligations or; or (v) any other act or omission that may or might in any manner or to any extent vary the risk of any Guarantor or otherwise operate as a discharge of any Guarantor as a matter of law or equity (other than the payment in full in cash of all the Obligations). Each Guarantor expressly authorizes the Administrative Agent to take and hold security for the payment and performance of the Obligations, to exchange, waive or release any or all such security (with or without consideration), to enforce or apply such security and direct the order and manner of any sale thereof in its sole discretion (subject to the New York UCC and other applicable law) or to release or substitute any one or more other guarantors or obligors upon or in respect of the Obligations, all without affecting the obligations of any Guarantor hereunder.

(b) To the fullest extent permitted by applicable law, each Guarantor waives any defense based on or arising out of any defense of the Borrower or any other Loan Party or the unenforceability of the Obligations, or any part thereof from any cause, or the cessation from any cause of the liability of the Borrower or any other Loan Party, other than the payment in full in cash of all the Obligations. The Administrative Agent and the other Secured Parties may, at their election, foreclose on any security held by one or more of them by one or more judicial or nonjudicial sales, accept an assignment of any such security in lieu of foreclosure, compromise or adjust any part of the Obligations, make any other accommodation with the Borrower or any other Loan Party or exercise any other right or remedy available to them against the Borrower or any other Loan Party, without affecting or impairing in any way the liability of any Guarantor hereunder except to the extent the Obligations have been paid in full in cash. To the fullest extent permitted by applicable law, each Guarantor waives any defense arising out of any such election even though such election operates, pursuant to applicable law, to impair or to extinguish any right of reimbursement or subrogation or other right or remedy of such Guarantor against the Borrower or any other Loan Party, as the case may be, or any security.

(c) To the fullest extent permitted by applicable law, each Guarantor hereby waives any defense or benefit that may be derived from or afforded by law which limits the liability of or exonerates guaranties or sureties or requires the Administrative Agents or the Lenders to exhaust remedies against the Borrower prior to commencing any action or foreclosure against such Guarantor or its properties including, without limitation, the benefits of Sections 2787 through 2855, inclusive, and Sections 2899 and 3433 of the California Civil Code and any successor provisions to such Sections.

SECTION 2.04. *Reinstatement.* Each of the Guarantors agrees that its guarantee hereunder shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Obligation is rescinded or must otherwise be restored by the Administrative Agent or any other Secured Party upon the bankruptcy or reorganization of the Borrower, any other Loan Party or otherwise.

SECTION 2.05. *Agreement To Pay; Subrogation.* In furtherance of the foregoing and not in limitation of any other right that the Administrative Agent or any other Secured Party has at law or in equity against any Guarantor by virtue hereof, upon the failure of the Borrower or any other Loan Party to pay any Obligation when and as the same shall become due, whether

at maturity, by acceleration, after notice of prepayment or otherwise, each Guarantor hereby promises to and will forthwith pay, or cause to be paid, to the Administrative Agent for distribution to the applicable Secured Parties in cash the amount of such unpaid Obligation. Upon payment by any Guarantor of any sums to the Administrative Agent as provided above, all rights of such Guarantor against the Borrower or any other Guarantor arising as a result thereof by way of right of subrogation, contribution, reimbursement, indemnity or otherwise shall in all respects be subject to Article VI.

SECTION 2.06. *Information.* Each Guarantor assumes all responsibility for being and keeping itself informed of the Borrower's and each other Loan Party's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Obligations and the nature, scope and extent of the risks that such Guarantor assumes and incurs hereunder, and agrees that neither the Administrative Agent nor any other Secured Party will have any duty to advise such Guarantor of information known to it or any of them regarding such circumstances or risks.

### ARTICLE III

#### *Pledge of Securities*

SECTION 3.01. *Pledge.* As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in, to and under (a) Equity Interests owned by it, including the Equity Interests listed on Schedule I and any other Equity Interests obtained in the future by such Grantor and the certificates representing all such Equity Interests (the "**Pledged Stock**"); *provided, however*, that the Pledged Stock pledged by any Grantor to secure the Obligations shall not include more than 65% of the issued and outstanding voting Equity Interests of any Foreign Subsidiary and (it being understood and agreed that, for purposes of this Section 3.01, "voting Equity Interests" shall include Equity Interests that entitle any holder or holders thereof to vote upon, or otherwise consent to, any action relating to the management, operations or business of the issuer of such Equity Interests, including, without limitation, any action to dissolve, liquidate, reorganize, recapitalize, merge, consolidate, amalgamate or sell all or substantially all the assets of such issuer); (b)(i) all debt securities issued to such Grantor, including the debt securities listed opposite the name of such Grantor on Schedule I, (ii) any debt securities in the future issued to such Grantor and (iii) the promissory notes and any other instruments evidencing such debt securities excluding, in each case, any debt securities in respect of intercompany indebtedness to the extent that (x) there exists any legal restriction on the grant of security therein or (y) the grant of a security interest therein would result in any adverse tax consequences to the Borrower or any of its subsidiaries (the "**Pledged Debt Securities**"); (c) all other property that may be delivered to and held by the Administrative Agent pursuant to the terms of this Section 3.01; (d) subject to Section 3.05, all payments of principal or interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon the conversion of, and all other Proceeds received in respect of, the securities referred to in clauses (a), (b) and (c) above; (e) subject to Section 3.05, all rights and privileges of such Grantor with respect to the

securities and other property referred to in clauses (a), (b), (c) and (d) above; and (f) all Proceeds of any of the foregoing (the items referred to in clauses (a) through (f) above being collectively referred to as the "**Pledged Collateral**").

TO HAVE AND TO HOLD the Pledged Collateral, together with all right, title, interest, powers, privileges and preferences pertaining or incidental thereto, unto the Administrative Agent, its successors and assigns, for the ratable benefit of the Secured Parties, forever; *subject, however*, to the terms, covenants and conditions hereinafter set forth.

SECTION 3.02. *Delivery of the Pledged Collateral.* (a) Each Grantor agrees promptly to deliver or cause to be delivered to the Administrative Agent any and all certificates representing Equity Interests owned by it and listed on Schedule I and any other Equity Interests of Subsidiaries required to be pledged pursuant to Section 5.09 of the Credit Agreement (collectively, "**Pledged Subsidiary Stock**") and (ii) all other Pledged Stock that are certificated.

(b) Each Grantor agrees promptly to deliver or cause to be delivered to the Administrative Agent (i) duly executed promissory notes evidencing all Indebtedness for borrowed money owed to such Grantor by any person required to be pledged hereunder pursuant to Section 6.04(c) of the Credit Agreement excluding, in each case, any debt securities in respect of intercompany indebtedness to the extent that (x) there exists any legal restriction on the grant of security therein or (y) the grant of a security interest therein would result in any adverse tax consequences to the Borrower or any of its subsidiaries ("**Pledged Intercompany Notes**") and (ii) any other Pledged Debt Securities.

(c) Upon delivery to the Administrative Agent, (i) any Pledged Securities required to be delivered to the Administrative Agent under this Section 3.02 shall be accompanied by stock powers or share transfer forms, as the case may be, duly executed in blank or other instruments of transfer reasonably satisfactory to the Administrative Agent and by such other instruments and documents as the Administrative Agent may reasonably request and (ii) all other property comprising part of the Pledged Collateral required to be delivered to the Administrative Agent under this Section 3.02 shall be accompanied by proper instruments of assignment duly executed by the applicable Grantor and such other instruments or documents as the Administrative Agent may reasonably request. Each delivery of Pledged Collateral shall be accompanied by a schedule describing the securities, which schedule shall be attached hereto as an amendment to Schedule I and made a part hereof; *provided* that failure to attach any such schedule hereto shall not affect the validity of such pledge of such Pledged Collateral. Each schedule so delivered shall supplement any prior schedules so delivered.

SECTION 3.03. *Representations, Warranties and Covenants.* The Grantors represent, warrant and covenant to and with the Administrative Agent, for the benefit of the Secured Parties, that:

(a) Schedule I correctly sets forth the percentage of the issued and outstanding shares of each class of Pledged Subsidiary Stock of the issuer thereof represented by such Pledged Subsidiary Stock and includes all Pledged Collateral required to be pledged hereunder;



(b) the Pledged Subsidiary Stock and Pledged Intercompany Notes have been duly and validly authorized and issued by the issuers thereof and (i) in the case of Pledged Subsidiary Stock, are fully paid and nonassessable and (ii) in the case of Pledged Intercompany Notes, are legal, valid and binding obligations of the issuers thereof;

(c) except for the security interests granted hereunder, each of the Grantors (i) is and, subject to any transfers made in compliance with the Credit Agreement, will continue to be the direct owner, beneficially and of record, of the Pledged Securities indicated on Schedule I as owned by such Grantor, (ii) holds the same free and clear of all Liens (other than Liens permitted under Section 6.02 of the Credit Agreement), (iii) will make no assignment, pledge, hypothecation or transfer of, or create or permit to exist any security interest in or other Lien on, the Pledged Collateral, other than Liens created by this Agreement or permitted under Section 6.02 of the Credit Agreement and transfers made in compliance with the Credit Agreement, and (iv) subject to Section 3.02 and Section 3.05, will cause any and all Pledged Collateral, whether for value paid by such Grantor or otherwise, to be forthwith deposited with the Administrative Agent and pledged or assigned hereunder;

(d) except for restrictions and limitations imposed by the Loan Documents or applicable securities laws or permitted by any Loan Document, the Pledged Subsidiary Stock and Pledged Intercompany Notes are and will continue to be freely transferable and assignable, and none of such Pledged Collateral is or will be subject to any option, right of first refusal, shareholders agreement, charter or by-law (or bye-law) provisions or contractual restriction of any nature that might prohibit, impair, delay or otherwise affect the pledge of such Pledged Collateral hereunder, the sale or disposition thereof pursuant hereto or the exercise by the Administrative Agent of rights and remedies hereunder;

(e) each of the Grantors (i) has the power and authority to pledge the Pledged Collateral pledged by it hereunder in the manner hereby done or contemplated and (ii) will, in the exercise of its reasonable business judgment, defend its title or interest thereto or therein against any and all Liens (other than any Lien permitted under Section 6.02 of the Credit Agreement), however arising, of all persons whomsoever;

(f) no consent or approval of any Governmental Authority, any securities exchange or any other person, including any other general or limited partner, any other member a limited liability company, any other shareholder or any other trust beneficiary, was or is necessary to the validity of the pledge of the Pledged Collateral effected hereby (other than such as have been obtained and are in full force and effect);

(g) by virtue of the execution and delivery by the Grantors of this Agreement, when any Pledged Collateral (other than any Pledged Securities issued by a Person not organized under the laws of the United States or any state thereof, which shall be subject to perfected first priority liens upon completion of the actions set forth in Section 4.03(m)) is delivered to the Administrative Agent in accordance with this Agreement, the Administrative Agent will obtain a legal, valid and (subject to a Lien permitted under Section 6.02(d) of the Credit Agreement) perfected first priority lien upon and security

interest in such Pledged Securities as security for the payment and performance of the Obligations; and

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

SECTION 3.04. *Registration in Nominee Name; Denominations.* The Administrative Agent, on behalf of the Secured Parties, shall hold the Pledged Securities in the name of the applicable Grantor, endorsed or assigned in blank or in favor of the Administrative Agent, but following the occurrence and during the continuance of an Event of Default shall have the right (in its sole and absolute discretion) to hold the Pledged Securities in its own name as pledgee, or in the name of its nominee (as pledgee or as sub-agent). Each Grantor will promptly give to the Administrative Agent copies of any notices or other communications received by it with respect to Pledged Securities registered in the name of such Grantor. Following the occurrence and during the continuance of an Event of Default, the Administrative Agent shall at all times have the right to exchange the certificates representing Pledged Securities for certificates of smaller or larger denominations for any purpose consistent with this Agreement.

SECTION 3.05. *Voting Rights; Dividends and Interest, etc.* (a) Unless and until an Event of Default shall have occurred and be continuing and the Administrative Agent shall have given the Grantors notice of its intent to exercise its rights under this Agreement (which notice shall be deemed to have been given immediately upon the occurrence of an Event of Default with respect to Holdings or the Borrower under paragraph (g) or (h) of Article VII of the Credit Agreement):

(i) Each Grantor shall be entitled to exercise any and all voting and/or other consensual rights and powers inuring to an owner of Pledged Securities or any part thereof for any purpose consistent with the terms of this Agreement, the Credit Agreement and the other Loan Documents; *provided, however*, that such rights and powers shall not be exercised in any manner that could materially and adversely affect the rights inuring to a holder of any Pledged Securities or the rights and remedies of any of the Administrative Agent or the other Secured Parties under this Agreement or the Credit Agreement or any other Loan Document or the ability of the Secured Parties to exercise the same.

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

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

otherwise paid or distributed in accordance with, the terms and conditions of the Credit Agreement and the other Loan Documents; *provided, however*, that any noncash dividends, interest, principal or other distributions that would constitute Pledged Stock or Pledged Debt Securities, whether resulting from a subdivision, combination or reclassification of the outstanding Equity Interests of the issuer of any Pledged Securities or received in exchange for Pledged Securities or any part thereof, or in redemption thereof, or as a result of any merger, amalgamation, consolidation, acquisition or other exchange of assets to which such issuer may be a party or otherwise, shall be and become part of the Pledged Collateral, and, if received by any Grantor, shall not be commingled by such Grantor with any of its other funds or property but shall be held separate and apart therefrom, shall be held in trust for the benefit of the Administrative Agent and, to the extent required under Section 3.02, shall be forthwith delivered to the Administrative Agent in the same form as so received (with any necessary endorsement). This paragraph (iii) shall not apply to dividends between or among the Borrower and the Subsidiary Guarantors only of property subject to a perfected security interest under this Agreement; *provided* that the Borrower notifies the Administrative Agent in writing, specifically referring to this Section 3.06 at the time of such dividend and takes any actions the Administrative Agent reasonably specifies to ensure the continuance of its perfected security interest in such property under this Agreement.

(b) Upon the occurrence and during the continuance of an Event of Default, after the Administrative Agent shall have notified (or shall be deemed to have notified) the Grantors of the suspension of their rights under paragraph (a)(iii) of this Section 3.05, then all rights of any Grantor to dividends, interest, principal or other distributions that such Grantor is authorized to receive pursuant to paragraph (a)(iii) of this Section 3.05 shall cease, and all such rights shall thereupon become vested in the Administrative Agent, which shall have the sole and exclusive right and authority to receive and retain such dividends, interest, principal or other distributions as Pledged Collateral hereunder. All dividends, interest, principal or other distributions received by any Grantor contrary to the provisions of this Section 3.05 shall be held in trust for the benefit of the Administrative Agent, shall be segregated from other property or funds of such Grantor and shall be forthwith delivered to the Administrative Agent upon demand in the same form as so received (with any necessary endorsement). Any and all money and other property paid over to or received by the Administrative Agent pursuant to the provisions of this paragraph (b) shall be retained by the Administrative Agent in an account (which may be a non-interest bearing account) to be established by the Administrative Agent upon receipt of such money or other property and shall be applied in accordance with the provisions of Section 5.02. After all Events of Default have been cured or waived and the applicable Grantor or Grantors have delivered to the Administrative Agent certificates to that effect, the Administrative Agent shall, promptly after all such Events of Default have been cured or waived, repay to each Grantor all dividends, interest, principal or other distributions that such Grantor would otherwise be permitted to retain pursuant to the terms of paragraph (a)(iii) of this Section 3.05 and that remain in such account (it being acknowledged and agreed that the Administrative Agent shall not have any obligation to invest any monies or other properties contained in such account).

(c) Upon the occurrence and during the continuance of an Event of Default, after the Administrative Agent shall have notified (or shall be deemed to have notified) the Grantors of the suspension of their rights under paragraph (a)(i) of this Section 3.05, then all rights of any Grantor to exercise the voting and consensual rights and powers it is entitled to exercise pursuant to paragraph (a)(i) of this Section 3.05, and the obligations of the Administrative Agent under paragraph (a)(ii) of this Section 3.05, shall cease, and all such rights shall thereupon become vested in the Administrative Agent, which shall have the sole and exclusive right and authority to exercise such voting and consensual rights and powers; *provided that*, the Administrative Agent shall have the right from time to time during the continuance of an Event of Default to permit the Grantors to exercise such rights.

(d) Any notice given by the Administrative Agent to the Grantors exercising its rights under paragraph (a) of this Section 3.05 (i) may be given by telephone if promptly confirmed in writing, (ii) may be given to one or more of the Grantors at the same or different times and (iii) may suspend the rights of the Grantors under paragraph (a)(i) or paragraph (a)(iii) in part without suspending all such rights (as specified by the Administrative Agent in its reasonable discretion) and without waiving or otherwise affecting the Administrative Agent's rights to give additional notices from time to time suspending other rights so long as an Event of Default has occurred and is continuing.

#### ARTICLE IV

##### *Security Interests in Personal Property*

SECTION 4.01. *Security Interest.* (a) As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby assigns and pledges to the Administrative Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest (the "*Security Interest*"), in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, subject to the last sentence of this Section 4.01(a), the "*Article 9 Collateral*"):

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) all cash and Deposit Accounts;
- (iv) all Documents;
- (v) all Equipment;
- (vi) all General Intangibles;
- (vii) all Instruments;

- (viii) all Inventory;
- (ix) all Investment Property;
- (x) All Intellectual Property;
- (xi) Commercial Tort Claims set forth on Schedule III;
- (xii) all books and records pertaining to the Article 9 Collateral; and
- (xiii) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any person with respect to any of the foregoing.

Notwithstanding the foregoing, "Article 9 Collateral" shall not include any (i) Equipment subject to purchase money security interests, capital leases or synthetic leases, in each case, only to the extent and for so long as the documentation evidencing such purchase money security interests, capital leases or synthetic leases permitted under the Credit Agreement prohibits the granting of a Security Interest hereunder notwithstanding applicable anti-assignment provisions under the New York UCC; (ii) motor vehicles and any other assets subject to certificates of title; (iii) Accounts, General Intangibles, or other rights described above arising under any contracts, instruments, licenses, leases or other documents as to which the grant of a security interest would constitute a violation of a valid and enforceable restriction in favor of a third party on such grant, for so long as the documentation evidencing such interests prohibits the granting of a Security Interest hereunder notwithstanding applicable anti-assignment provisions under the New York UCC; (iv) Letter-of-Credit Rights; and (v) any other assets to the extent that the grant of a security interest therein would violate any applicable law.

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

The Administrative Agent is further authorized to file with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) any filings or recordations necessary to adequately evidence or protect its security interest in any Trademarks, Patents, or Copyrights or to file such documents as may be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, without the

signature of any Grantor, and naming any Grantor or the Grantors as debtors and the Administrative Agent as secured party.

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

(d) It is understood and agreed that the Administrative Agent may, in its reasonable judgment, agree in writing to exclude from the provisions of this Section 4.01 any assets described herein, the costs and expenses of perfecting a security interest in which would be excessive in relation to the value to the Secured Parties of the security afforded thereby.

SECTION 4.02. *Representations and Warranties.* Each Grantor represents and warrants to the Administrative Agent and the Secured Parties that:

(a) It has good and valid rights in and title to the Article 9 Collateral with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to the Administrative Agent the Security Interest in such Article 9 Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other person other than any consent or approval that has been obtained.

(b) The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein (including (x) the exact legal name of each Grantor and (y) the jurisdiction of organization of each Grantor) is correct and complete as of the Closing Date. Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations containing a description of the Article 9 Collateral have been prepared by the Administrative Agent based upon the information provided to the Administrative Agent and the Secured Parties in the Perfection Certificate for filing in each governmental, municipal or other office specified in the Perfection Certificate (or specified by notice from the Borrower to the Administrative Agent after the Closing Date in the case of filings, recordings or registrations required by Sections 5.06 or 5.09 of the Credit Agreement), which are all the filings, recordings and registrations (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Article 9 Collateral consisting of United States Patents, Trademarks and Copyrights) that are necessary as of the Closing Date to establish a legal, valid and perfected security interest in favor of the Administrative Agent (for the ratable benefit of the Secured Parties) in respect of all Article 9 Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and, as of the Closing Date, no further or subsequent filing, refileing, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements. Each Grantor represents and warrants that a fully executed agreement in the form hereof (or in such other form as may reasonably satisfactory to the Administrative Agent) and containing a description or a schedule of all Article 9 Collateral consisting of United States Patents and United States

registered Trademarks (and Trademarks for which United States registration applications are pending), and United States registered Copyrights has been delivered to the Administrative Agent for recording with the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. §261, 15 U.S.C. §1060 or 17 U.S.C. §205 and the regulations promulgated thereunder, as applicable, and otherwise as may be required pursuant to the laws of any other necessary jurisdiction, to protect the validity of and to evidence and establish a legal, valid, and perfected security interest in favor of the Administrative Agent (for the ratable benefit of the Secured Parties) in respect of all Article 9 Collateral consisting of Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and, as of the Closing Date, no further or subsequent filing, refile, recording, rerecording, registration or reregistration is necessary (other than such actions as are necessary (A) to perfect the Security Interest with respect to any Article 9 Collateral consisting of Patents, Trademarks or Copyrights (or registration or application for registration thereof) created, acquired or developed after the date hereof or (B) to continue the effectiveness of any financing statement previously filed under the applicable Uniform Commercial Code to perfect the Security Interest in any Article 9 Collateral consisting of Patents or Trademarks).

(c) The Security Interest constitutes (i) a legal and valid security interest in all the Article 9 Collateral securing the payment and performance of the Obligations, (ii) subject to the filings described in Section 4.02(b), a perfected security interest in all Article 9 Collateral in which a security interest may be perfected by filing, recording or registering of a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code or other applicable law in such jurisdictions and (iii) a security interest that shall be perfected in all Article 9 Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement (or such other form as may be reasonably satisfactory to the Administrative Agent) with the United States Patent and Trademark Office and the United States Copyright Office, as applicable. The Security Interest is and shall be prior to any other Lien on any of the Article 9 Collateral, other than Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement.

(d) The Article 9 Collateral are owned by the respective Grantors thereof free and clear of any Lien, except for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. None of the Grantors has filed or consented to the filing of (i) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Article 9 Collateral, (ii) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Article 9 Collateral with the United States Patent and Trademark Office or the United States Copyright Office, (iii) any notice under the Assignment of Claims Act or (iv) any assignment in which any Grantor assigns any Article 9 Collateral, or any security agreement or similar instrument covering any Article 9 Collateral, with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens expressly permitted pursuant to Section 6.02 of the Credit

Agreement. None of the Grantors hold any Commercial Tort Claim except as indicated on Schedule III hereto or as previously disclosed to the Administrative Agent pursuant to Section 4.04(f).

(e) Except as otherwise described herein, no authorization, consent, approval or other action by, and no notice to or filing with, any Governmental Authority or regulatory body or any other Person is required for the grant by any Grantor of the Liens purported to be created in favor of the Administrative Agent hereunder.

SECTION 4.03. *Covenants.* (a) Without limiting any prohibitions or restrictions on mergers or other transactions set forth in the Credit Agreement, each Grantor agrees that it shall not change such Grantor's name, corporate form (e.g. by merger, consolidation, or otherwise), sole place of business (or principal residence if such Grantor is a natural person), chief executive office, type of organization or jurisdiction of organization unless it shall have (a) notified the Administrative Agent in writing at least five (5) days prior to any such change or establishment, identifying such new proposed name, corporate form, sole place of business (or principal residence if such Grantor is a natural person), chief executive office, or jurisdiction of organization and providing such other information in connection therewith as the Administrative Agent may reasonably request and (b) taken all actions necessary or advisable to maintain the continuous validity, perfection and the same or better priority of the Administrative Agent's security interest in the Collateral granted or intended to be granted and agreed to hereby, which in the case of any merger or other change in corporate form shall include, without limitation, executing and delivering to the Administrative Agent a completed supplement, substantially in the form of Exhibit A attached hereto, upon completion of such merger or other change in corporate form confirming the grant of the security interest hereunder.

(b) Each Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Article 9 Collateral owned by it as is consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged, but in any event to include complete accounting records indicating all payments and proceeds received with respect to any part of the Article 9 Collateral, and, at such time or times as the Administrative Agent may reasonably request (but in no event more than once per calendar year), promptly to prepare and deliver to the Administrative Agent a duly certified schedule or schedules in form and detail satisfactory to the Administrative Agent showing the identity, amount and location of any and all Article 9 Collateral.

(c) Each Grantor shall, at its own expense, take any and all actions reasonably necessary to defend title to all material portions of the Article 9 Collateral against all persons and to defend the Security Interest of the Administrative Agent in the Article 9 Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 6.02 of the Credit Agreement. Nothing in this Agreement shall prevent any Grantor from discontinuing the operation or maintenance of any of its assets or properties if such discontinuance is, in the exercise of its reasonable business judgment, desirable in the conduct of its business and is permitted under the Credit Agreement.



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

Without limiting the generality of the foregoing, each Grantor hereby authorizes the Administrative Agent, with prompt notice thereof to the Grantors, to supplement this Agreement by supplementing Schedule II or adding additional schedules hereto to specifically identify any asset or item that may, in the Administrative Agent's judgment, constitute material Copyrights, Licenses, Patents or Trademarks; *provided* that any Grantor shall have the right, exercisable within 20 days after it has been notified by the Administrative Agent of the specific identification of such Collateral, to advise the Administrative Agent in writing of any material inaccuracy of the representations and warranties made by such Grantor hereunder with respect to such Collateral. Each Grantor agrees that it will use its commercially reasonable efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct in all material respects with respect to such Collateral within 45 days after the date it has been notified by the Administrative Agent of the specific identification of such Collateral.

(e) Subject to and in accordance with the provisions of Section 5.07 of the Credit Agreement, the Administrative Agent and such persons as the Administrative Agent may designate shall have the right, at the Grantors' own cost and expense to the extent provided in such Section 5.07, to inspect the Article 9 Collateral in any Grantor's possession, all records related thereto (and to make extracts and copies from such records) and any Grantor's premises upon which any of the Article 9 Collateral is located, to discuss the Grantors' affairs with the officers of the Grantors and their independent accountants and to verify under reasonable procedures the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Article 9 Collateral, including, in the case of Accounts or Article 9 Collateral in the possession of any third person, by contacting Account Debtors or the third person possessing such Article 9 Collateral (in each case, only upon the occurrence and during the continuance of an Event of Default) for the purpose of making such a verification. The Administrative Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party; *provided* that the Administrative Agent and each Secured Party shall maintain the confidentiality of such information as provided in Section 9.17 of the Credit Agreement.

(f) At its option upon the occurrence and during the continuance of an Event of Default, the Administrative Agent may discharge past due Taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Article 9 Collateral and not expressly permitted pursuant to Section 6.02 of the Credit Agreement, except for Taxes, assessments, charges, fees, Liens, security interests or other encumbrances that are being contested in good faith by appropriate proceedings and for which a Grantor shall have set aside on its books adequate reserves, and may pay for the maintenance and

preservation of the Article 9 Collateral to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse the Administrative Agent on demand for any payment made or any reasonable expense incurred by the Administrative Agent pursuant to the foregoing authorization; *provided, however*, that nothing in this paragraph shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Administrative Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to Taxes, assessments, charges, fees, Liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

(g) If at any time any Grantor shall take a security interest in any property of an Account Debtor or any other person to secure payment and performance of an Account, such Grantor shall, to the extent not already subject to the security interest created under Section 3.01 or 4.01, promptly assign such security interest to the Administrative Agent. Such assignment need not be filed of public record unless necessary to continue the perfected status of the security interest against creditors of and transferees from the Account Debtor or other person granting the security interest.

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

(i) None of the Grantors shall make or permit to be made an assignment, pledge or hypothecation of the Article 9 Collateral or shall grant any other Lien in respect of the Article 9 Collateral or permit any notice to be filed under the Assignment of Claims Act, except, in each case, as expressly permitted by Section 6.02 of the Credit Agreement. None of the Grantors shall make or permit to be made any transfer of the Article 9 Collateral and each Grantor shall remain at all times in possession or otherwise in control of the Article 9 Collateral, except to the extent permitted by the Credit Agreement.

(j) None of the Grantors will, without the Administrative Agent's prior written consent, grant any extension of the time of payment of any Accounts included in the Article 9 Collateral, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, credits, discounts, compromises, compoundings or settlements granted or made in the ordinary course of business and consistent with its current practices and in accordance with such standard practices used in industries that are the same as or similar to those in which such Grantor is engaged.

(k) Each Grantor irrevocably makes, constitutes and appoints the Administrative Agent (and all officers, employees or agents designated by the Administrative Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, upon the acceleration of the Loans or upon the occurrence and during the continuance of an Event of Default under clause (g) or (h) of Article VII of the Credit Agreement, of making, settling and

adjusting claims in respect of Article 9 Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or under the Credit Agreement or to pay any premium in whole or part relating thereto, the Administrative Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Default or Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Administrative Agent deems reasonably advisable. All sums disbursed by the Administrative Agent in connection with this paragraph, including reasonable and documented attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantors to the Administrative Agent and shall be additional Obligations secured hereby.

(l) Each Grantor shall maintain, in form and manner reasonably satisfactory to the Administrative Agent, records of its Chattel Paper and its books, records and documents evidencing or pertaining thereto.

(m) Each Grantor agrees, with respect to all Pledged Stock issued by a person not organized under the laws of the United States or any state thereof, in addition to taking all relevant actions with regard to such Collateral under Section 3.02, to take all actions required by the applicable non-U.S. jurisdiction of issuance of such Pledged Stock in order to perfect the Security Interest thereon pursuant to this Agreement within 60 days following the Closing Date.

SECTION 4.04. *Other Actions.* In order to further insure the attachment, perfection and priority of, and the ability of the Administrative Agent to enforce, the Administrative Agent's security interest in the Article 9 Collateral, each Grantor thereof agrees, in each case at such Grantor's own expense, to take the following actions with respect to the following Article 9 Collateral of such Grantor:

(a) *Instruments.* If such Grantor shall at any time hold or acquire any Instruments constituting Collateral with a value in excess of \$250,000, such Grantor shall forthwith endorse, assign and deliver the same to the Administrative Agent, accompanied by such instruments of transfer or assignment duly executed in blank as the Administrative Agent may from time to time specify.

(b) *Deposit Accounts.* For each Deposit Account that any Grantor at any time opens or maintains, such Grantor shall cause the depository bank to agree to comply at any time with instructions from the Administrative Agent to such depository bank directing the disposition of funds from time to time credited to such Deposit Account, without further consent of such Grantor or any other person, pursuant to an agreement in form and substance reasonably satisfactory to the Administrative Agent, such depository bank and such Grantor. The Administrative Agent agrees with each Grantor that the Administrative Agent shall not give any such instructions or withhold any withdrawal rights from any Grantor, unless an Event of Default has occurred and is continuing, or, after giving effect to any withdrawal, would occur. The provisions of this paragraph shall

not apply to (i) any Deposit Account for which any Grantor, the depository bank and the Administrative Agent have entered into a cash collateral agreement specially negotiated among such Grantor, the depository bank and the Administrative Agent for the specific purpose set forth therein, and (ii) local Deposit Accounts opened or maintained by a Grantor for "petty cash" or similar purposes with a monthly average balance of less than \$1,000,000 in the aggregate for all such local Deposit Accounts.

(c) *Investment Property.* Except to the extent otherwise provided in Article III, if any Grantor shall at any time hold or acquire any certificated securities constituting Collateral with a value in excess of \$250,000, such Grantor shall forthwith endorse, assign and deliver the same to the Administrative Agent, accompanied by such instruments of transfer or assignment duly executed in blank as the Administrative Agent may from time to time reasonably specify. If any securities constituting Collateral now or hereafter acquired by any Grantor with a value in excess of \$250,000 are uncertificated and are issued to such Grantor or its nominee directly by the issuer thereof, such Grantor shall promptly notify the Administrative Agent thereof and, at the Administrative Agent's request and option, pursuant to an agreement in form and substance satisfactory to the Administrative Agent and the issuer of such security, either (i) cause the issuer to agree to comply with instructions from the Administrative Agent as to such securities, without further consent of such Grantor or such nominee, or (ii) arrange for the Administrative Agent to become the registered owner of the securities as security for the Obligations. If any securities, whether certificated or uncertificated, or other Investment Property now or hereafter acquired by any Grantor with a value in excess of \$250,000 are held by such Grantor or its nominee through a Securities Intermediary or Commodities Intermediary, such Grantor shall promptly notify the Administrative Agent thereof and, at the Administrative Agent's request and option, pursuant to an agreement in form and substance reasonably satisfactory to the Administrative Agent and such Securities Intermediary or Commodities Intermediary, either (x) cause such Securities Intermediary or Commodities Intermediary, as the case may be, to agree to comply with Entitlement Orders or other instructions from the Administrative Agent to such Securities Intermediary as to such securities or other Investment Property, or (as the case may be) to apply any value distributed on account of any commodity contract as directed by the Administrative Agent to such Commodities Intermediary, in each case without further consent of any Grantor or such nominee, or (y) in the case of Financial Assets (as governed by Article 8 of the New York UCC) or other Investment Property held through a Securities Intermediary, arrange for the Administrative Agent to become an Entitlement Holder with respect to such Investment Property, with the Grantor being permitted, only with the consent of the Administrative Agent, to exercise rights to withdraw or otherwise deal with such Investment Property. The Administrative Agent agrees with each of the Grantors that the Administrative Agent shall not give any such Entitlement Orders or instructions or directions to any such issuer, Securities Intermediary or Commodities Intermediary, and shall not withhold its consent to the exercise of any withdrawal or dealing rights by any Grantor, unless an Event of Default has occurred and is continuing, or, after giving effect to any such investment and withdrawal rights would occur.

(d) *Electronic Chattel Paper and Transferable Records.* If any Grantor at any time holds or acquires an interest in any Electronic Chattel Paper or any "transferable

*record*," as that term is defined in Section 201 of the U.S. Federal Electronic Signatures in Global and National Commerce Act, or in Section 16 of the U.S. Uniform Electronic Transactions Act as in effect in any relevant jurisdiction, with a value in excess of \$250,000, such Grantor shall promptly notify the Administrative Agent thereof and, at the request of the Administrative Agent, shall take such action as the Administrative Agent may reasonably request to vest in the Administrative Agent control under New York UCC Section 9-105 of such Electronic Chattel Paper or control under Section 201 of the U.S. Federal Electronic Signatures in Global and National Commerce Act or, as the case may be, Section 16 of the Uniform Electronic Transactions Act, as so in effect in such jurisdiction, of such transferable record. The Administrative Agent agrees with such Grantor that the Administrative Agent will arrange, pursuant to procedures reasonably satisfactory to the Administrative Agent and so long as such procedures will not result in the Administrative Agent's loss of control, for the Grantor to make alterations to the Electronic Chattel Paper or transferable record permitted under UCC Section 9-105 or, as the case may be, Section 201 of the U.S. Federal Electronic Signatures in Global and National Commerce Act or Section 16 of the U.S. Uniform Electronic Transactions Act for a party in control to allow without loss of control, unless an Event of Default has occurred and is continuing or would occur after taking into account any action by such Grantor with respect to such Electronic Chattel Paper or transferable record.

(e) *Commercial Tort Claims.* If any Grantor shall at any time hold or acquire a Commercial Tort Claim that has a reasonable possibility of yielding net proceeds in excess of \$500,000, the Grantor shall promptly notify the Administrative Agent thereof in a writing signed by such Grantor including a summary description of such claim and grant to the Administrative Agent in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to the Administrative Agent and which writing shall be deemed a supplement to Schedule III hereto immediately upon delivery.

SECTION 4.05. *Covenants Regarding Patent, Trademark and Copyright Collateral.* (a) Each Grantor agrees that it will not, and will not permit any of its licensees to, do any act, or omit to do any act, whereby any Patent that is material to the conduct of such Grantor's business could reasonably be expected to become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by a Patent with the relevant patent number as necessary and sufficient to establish and preserve its material rights under applicable patent laws.

(b) Each Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark material to the conduct of such Grantor's business, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, (ii) maintain as in the past the quality of products and services offered under such Trademark and take all necessary steps to ensure that all licensed users of such Trademark maintain as in the past such quality, (iii) display such Trademark with notice of Federal or foreign registration to the extent necessary and sufficient, in the exercise of its reasonable business judgment, to establish and preserve its material rights under applicable law; (iv) not knowingly use or knowingly permit the use of such Trademark in violation in any material respects of any

third party rights, and (v) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby such Trademark may become invalidated or impaired in any way; provided that nothing in this Agreement shall prevent any Grantor from abandoning any Trademark that such Grantor determines, in the exercise of its reasonable business judgment, is no longer material to the operation of its business.

(c) Each Grantor (either itself or through its licensees or sublicensees) will, for each work covered by a material Copyright, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient in the exercise of its reasonable business judgment, to establish and preserve its material rights under applicable copyright laws.

(d) Each Grantor shall notify the Administrative Agent promptly if it knows or has reason to know that any Intellectual Property material to the conduct of its business could reasonably be expected to become abandoned, cancelled, lost or dedicated to the public, or of any material adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding such Grantor's ownership of any such Intellectual Property, its right to register the same, or its right to keep and maintain the same.

(e) Such Grantor (either itself or through licensees) will not, without the prior written consent of the Administrative Agent, discontinue use of or otherwise cancel, abandon, or permit to lapse any Intellectual Property, or abandon any application or any right to file an application for any Patent, Trademark, or Copyright, unless such use or the pursuit or maintenance of such Intellectual Property is no longer material in the conduct of such Grantor's business and that the loss thereof could not reasonably be expected to have a Material Adverse Effect and, in which case, such Grantor shall give prompt notice of any such cancellation, abandonment, or lapse to the Administrative Agent in accordance herewith.

(f) In no event shall any Grantor, either itself or through any agent, employee, licensee or designee, file an application for any Patent, Trademark or Copyright (or for the registration of any Trademark or Copyright) material to the conduct of such Grantor's business with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, unless it promptly informs the Administrative Agent, and, upon request of the Administrative Agent, executes and delivers any and all agreements, instruments, documents and papers as the Administrative Agent may reasonably request to evidence the Administrative Agent's security interest in such Patent, Trademark or Copyright, and each Grantor hereby appoints the Administrative Agent as its attorney-in-fact to execute and file such reasonably necessary writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(g) Each Grantor will take all necessary steps that it deems appropriate under the circumstances and are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in

any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each material application relating to the Patents, Trademarks and/or Copyrights (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of any Grantor's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancellation proceedings against third parties.

(h) In the event that any Grantor becomes aware that any Article 9 Collateral consisting of any Intellectual Property that is material to the conduct of any Grantor's business has been or is about to be infringed, misappropriated, diluted, or otherwise violated by a third party in any material respect, such Grantor promptly shall notify the Administrative Agent and shall, if consistent with good business judgment, promptly sue for infringement, misappropriation, dilution, or other violation and to recover any and all damages for such infringement, misappropriation, dilution, or other violation and take such other actions as are appropriate under the circumstances to protect such Article 9 Collateral. Such Grantor may discontinue or settle any such suit or other action if the Grantor deems such discontinuance or settlement to be appropriate in its reasonable business judgment.

(i) Upon the occurrence and during the continuance of an Event of Default, each Grantor shall, at the request of the Administrative Agent, use its commercially reasonable efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all such Grantor's right, title and interest thereunder to the Administrative Agent or its designee.

(j) Each Grantor shall take all steps reasonably necessary, consistent with industry standards, to protect the secrecy of all trade secrets used in its business.

## ARTICLE V

### *Remedies*

SECTION 5.01. *Remedies upon Default.* Upon the occurrence and during the continuance of an Event of Default, it is agreed that the Administrative Agent shall have the right to take any of or all the following actions at the same or different times: (a) with respect to any Article 9 Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Article 9 Collateral by the applicable Grantors to the Administrative Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any such Article 9 Collateral throughout the world on such terms and conditions and in such manner as the Administrative Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and (b) with or without legal process and with or without prior notice or demand for performance, to take possession of the Article 9 Collateral, and without liability for trespass to enter any premises where the Article 9 Collateral may be located for the purpose of taking possession of or removing the Article 9 Collateral, and, generally, to exercise any and all rights afforded to a secured party under the

Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Administrative Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral at a public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Administrative Agent shall deem appropriate. The Administrative Agent shall be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Administrative Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and the Grantors hereby waive (to the extent permitted by law) all rights of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Administrative Agent shall give the applicable Grantors 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-611 of the New York UCC or its equivalent in other jurisdictions) of the Administrative Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Administrative Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Administrative Agent may (in its sole and absolute discretion) determine. The Administrative Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Administrative Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Administrative Agent until the sale price is paid by the purchaser or purchasers thereof, but the Administrative Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section 5.01, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Administrative Agent shall be free to carry



out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Administrative Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full (unless otherwise provided by the terms of such agreement). As an alternative to exercising the power of sale herein conferred upon it, the Administrative Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Any sale pursuant to the provisions of this Section 5.01 shall be deemed to conform to the commercially reasonable standards as provided in Section 9-610(b) of the New York UCC or its equivalent in other jurisdictions.

SECTION 5.02. *Application of Proceeds.* The Administrative Agent shall apply the proceeds of any collection, sale, foreclosure or other realization (collectively a "**Realization**") upon any Collateral, including any Collateral consisting of cash, as follows:

FIRST, to the payment of all reasonable and documented costs and expenses incurred by the Administrative Agent in connection with such Realization including all reasonable and documented court costs and the fees and expenses of its agents and legal counsel, and any other reasonable and documented costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment in full of Unfunded Advances/Participations that constitute Obligations (the amounts so applied to be distributed between or among the Administrative Agent, the Swingline Lender and any Issuing Bank pro rata in accordance with the amounts of the applicable Unfunded Advances/Participations owed to them on the date of any such distribution);

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

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

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

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

purchase money paid over to the Administrative Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 5.03. *Grant of License to Use Intellectual Property.* For the purpose of enabling the Administrative Agent to exercise rights and remedies under this Article at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Administrative Agent an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sublicense any of the Article 9 Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Administrative Agent shall be exercised, at the option of the Administrative Agent, only upon the occurrence and during the continuation of an Event of Default; *provided, however,* that any license, sublicense or other transaction entered into by the Administrative Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

SECTION 5.04. *Securities Act, etc.* In view of the position of the Grantors in relation to the Pledged Collateral, or because of other current or future circumstances, a question may arise under the U.S. Securities Act of 1933, as now or hereafter in effect, or any similar statute hereafter enacted analogous in purpose or effect (such Act and any such similar statute as from time to time in effect being called the "*Federal Securities Laws*") with respect to any disposition of the Pledged Collateral permitted hereunder. Each Grantor understands that compliance with the Federal Securities Laws might very strictly limit the course of conduct of the Administrative Agent if the Administrative Agent were to attempt to dispose of all or any part of the Pledged Collateral, and might also limit the extent to which or the manner in which any subsequent transferee of any Pledged Collateral could dispose of the same. Similarly, there may be other legal restrictions or limitations affecting the Administrative Agent in any attempt to dispose of all or part of the Pledged Collateral under applicable "blue sky" or other state or other applicable securities laws or similar laws analogous in purpose or effect. Each Grantor recognizes that in light of such restrictions and limitations the Administrative Agent may, with respect to any sale of the Pledged Collateral, limit the purchasers to those who will agree, among other things, to acquire such Pledged Collateral for their own account, for investment, and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that in light of such restrictions and limitations, the Administrative Agent, in its sole and absolute discretion (a) may proceed to make such a sale whether or not a registration statement for the purpose of registering such Pledged Collateral or part thereof shall have been filed under the Federal Securities Laws and (b) may approach and negotiate with a limited number of potential purchasers (including a single potential purchaser) to effect such sale. Each Grantor acknowledges and agrees that any such sale might result in prices and other terms less favorable to the seller than if such sale were a public sale without such restrictions. In the event of any such sale, the Administrative Agent shall incur no responsibility or liability for selling all or any part of the Pledged Collateral at a price that the Administrative Agent, in its sole and absolute discretion, may in good faith deem reasonable under the circumstances, notwithstanding the possibility that a substantially higher price might have been realized if the sale were deferred until after registration as aforesaid or if more than a limited number of purchasers (or a single

purchaser) were approached. The provisions of this Section 5.04 will apply notwithstanding the existence of a public or private market upon which the quotations or sales prices may exceed substantially the price at which the Administrative Agent sells.

## ARTICLE VI

### *Indemnity, Subrogation and Subordination*

SECTION 6.01. *Indemnity and Subrogation.* In addition to all such rights of indemnity and subrogation as the Guarantors may have under applicable law (but subject to Section 6.03), the Borrower agrees that (a) in the event a payment shall be made by any Guarantor under this Agreement, the Borrower shall indemnify such Guarantor for the full amount of such payment and such Guarantor shall be subrogated to the rights of the person to whom such payment shall have been made to the extent of such payment and (b) in the event any assets of any Guarantor shall be sold pursuant to this Agreement or any other Security Document to satisfy in whole or in part a claim of any Secured Party, the Borrower shall indemnify such Guarantor in an amount equal to the greater of the book value or the fair market value of the assets so sold.

SECTION 6.02. *Contribution and Subrogation.* Each Guarantor (a "**Contributing Guarantor**") agrees (subject to Section 6.03) that, in the event a payment shall be made by any other Guarantor hereunder in respect of any Obligation guaranteed by such Contributing Guarantor or assets of any other Guarantor shall be sold pursuant to any Security Document to satisfy any Obligation guaranteed by such Contributing Guarantor and owed to any Secured Party and such other Guarantor (the "**Claiming Guarantor**") shall not have been fully indemnified by the Borrower as provided in Section 6.01, the Contributing Guarantor shall indemnify the Claiming Guarantor in an amount equal to the amount of such payment or the greater of the book value or the fair market value of such assets, as the case may be, in each case multiplied by a fraction of which the numerator shall be the net worth of the Contributing Guarantor on the date hereof and the denominator shall be the aggregate net worth of all the Guarantors on the date hereof (or, in the case of any Guarantor becoming a party hereto pursuant to Section 7.16, the date of the supplement hereto executed and delivered by such Guarantor). Any Contributing Guarantor making any payment to a Claiming Guarantor pursuant to this Section 6.02 shall be subrogated to the rights of such Claiming Guarantor under Section 6.01 to the extent of such payment.

SECTION 6.03. *Subordination.* (a) Notwithstanding any provision of this Agreement to the contrary, all rights of the Guarantors under Sections 6.01 and 6.02 and all other rights of indemnity, contribution or subrogation under applicable law or otherwise shall be fully subordinated to the payment in full in cash of the Obligations. No failure on the part of the Borrower or any Guarantor to make the payments required by Sections 6.01 and 6.02 (or any other payments required under applicable law or otherwise) shall in any respect limit the obligations and liabilities of any Guarantor with respect to its obligations hereunder, and each Guarantor shall remain liable for the full amount of its obligations hereunder.

(b) The Borrower and each Guarantor hereby agrees that all Indebtedness and other monetary obligations owed by it to the Borrower or any Subsidiary shall be fully subordinated to the payment in full in cash of the Obligations.

## ARTICLE VII

### *Miscellaneous*

SECTION 7.01. *Notices.* All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to any Subsidiary Guarantor shall be given to it in care of the Borrower, as provided in Section 9.01 of the Credit Agreement.

SECTION 7.02. *Security Interest Absolute.* All rights of the Administrative Agent hereunder, the Security Interest, the grant of a security interest in the Pledged Collateral and all obligations of each Grantor hereunder shall be absolute and unconditional irrespective of, to the fullest extent permitted by applicable law (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Obligations or this Agreement.

SECTION 7.03. *Survival of Agreement.* All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the Lenders and the Issuing Banks and shall survive the execution and delivery of the Loan Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any Lender or Issuing Bank or on its behalf and notwithstanding that the Administrative Agent, any Issuing Bank or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended under the Credit Agreement, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under any Loan Document is outstanding and unpaid or the aggregate Revolving Exposure does not equal zero and so long as the Commitments have not expired or terminated.

SECTION 7.04. *Binding Effect; Several Agreement.* This Agreement shall become effective as to any Loan Party when a counterpart hereof executed on behalf of such Loan Party shall have been delivered to the Administrative Agent and a counterpart hereof shall have been executed on behalf of the Administrative Agent, and thereafter shall be binding upon such Loan Party and the Administrative Agent and their respective permitted successors and assigns, and shall inure to the benefit of such Loan Party, the Administrative Agent and the other

Secured Parties and their respective successors and assigns, except that no Loan Party shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Loan Party and may be amended, modified, supplemented, waived or released with respect to any Loan Party without the approval of any other Loan Party and without affecting the obligations of any other Loan Party hereunder.

SECTION 7.05. *Successors and Assigns.* Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Administrative Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 7.06. *Administrative Agent's Fees and Expenses; Indemnification.* (a) The parties hereto agree that the Administrative Agent shall be entitled to reimbursement of its expenses incurred hereunder as provided in Section 9.02 of the Credit Agreement.

(b) Without limitation of its indemnification obligations under the other Loan Documents, each Grantor jointly and severally agrees to indemnify the Administrative Agent and the other Indemnitees against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related reasonable and documented out of pocket expenses, including the reasonable and documented fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in any way connected with, or as a result of, the execution, delivery or performance of this Agreement or any agreement or instrument contemplated hereby or any claim, litigation, investigation or proceeding relating to any of the foregoing agreement or instrument contemplated hereby or thereby, or to the Collateral, whether or not any Indemnitee is a party thereto; *provided, however*, that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence, willful misconduct or bad faith of such Indemnitee (and any Indemnitee receiving payment under this Section 7.06(b) shall promptly refund the amount of such payment to the extent that there is a final and nonappealable judgment of a court of competent jurisdiction that such Indemnitee was not entitled to indemnification in respect of such payment by virtue of such Indemnitee's gross negligence, willful misconduct or bad faith). To the extent permitted by applicable law, no Grantor shall assert, and each Grantor hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby, the Transactions, any Loan or Letter of Credit or the use of proceeds thereof.

(c) Any such amounts payable as provided in this Section 7.06 shall be additional Obligations, secured hereby and by the other Security Documents. The provisions of this Section 7.06 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the

transactions contemplated hereby, the repayment of any of the Obligations, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Administrative Agent or any other Secured Party. All amounts due under this Section 7.06 shall be payable on written demand therefor and shall bear interest at the rate specified in Section 2.08(i) of the Credit Agreement.

SECTION 7.07. *Administrative Agent Appointed Attorney-in-Fact.* Each Grantor hereby appoints the Administrative Agent as the attorney-in-fact of such Grantor for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that the Administrative Agent may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, the Administrative Agent shall have the right, upon the occurrence and during the continuance of an Event of Default, with full power of substitution either in the Administrative Agent's name or in the name of such Grantor (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral; (d) to send verifications of Accounts Receivable to any Account Debtor; (e) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (f) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (g) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Administrative Agent; and (h) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Administrative Agent were the absolute owner of the Collateral for all purposes; *provided, however*, that nothing herein contained shall be construed as requiring or obligating the Administrative Agent to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Administrative Agent, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby. The Administrative Agent and the other Secured Parties shall be accountable only for amounts actually received as a result of the exercise of the powers granted to them herein, and neither they nor their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence, willful misconduct or bad faith.

SECTION 7.08. *Applicable Law.* THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 7.09. *Waivers; Amendment.* (a) No failure or delay by the Administrative Agent, any Issuing Bank or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver hereof or thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise

thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Issuing Banks and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any Loan Document or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section 7.09, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, any Lender or any Issuing Bank may have had notice or knowledge of such Default at the time. No notice or demand on any Loan Party in any case shall entitle any Loan Party to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Administrative Agent and the Loan Party or Loan Parties with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.05 of the Credit Agreement.

SECTION 7.10. *WAIVER OF JURY TRIAL.* EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.10.

SECTION 7.11. *Severability.* In the event any one or more of the provisions contained in this Agreement or in any other Loan Document should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7.12. *Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract, and shall become effective as provided in Section 7.04. Delivery of an executed signature page to this Agreement

by facsimile or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 7.13. *Headings.* Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 7.14. *Jurisdiction; Consent to Service of Process.* (a) Each of the Loan Parties hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America, sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document, or for recognition or enforcement of any judgment, and each of the Loan Parties hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the Loan Parties agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Loan Document shall affect any right that the Administrative Agent, any Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Loan Party or its properties in the courts of any jurisdiction.

(b) Each of the Loan Parties hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (a) of this Section 7.14. Each of the Loan Parties hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each of the Loan Parties hereby irrevocably consents to service of process in the manner provided for notices in Section 7.01. Nothing in this Agreement or any other Loan Document will affect the right of the Administrative Agent to serve process in any other manner permitted by law.

SECTION 7.15. *Termination or Release.* (a) This Agreement, the Guarantees, the Security Interest and all other security interests granted hereby shall terminate when all the Loan Document Obligations (other than wholly contingent indemnification obligations) then due and owing have been paid in full and the Lenders have no further commitment to lend under the Credit Agreement, the aggregate Revolving Exposure has been reduced to zero (or, with respect to any outstanding Letters of Credit, arrangements reasonably satisfactory to the applicable Issuing Bank have been entered into) and the Issuing Banks have no further obligations to issue Letters of Credit under the Credit Agreement.

(b) A Guarantor (other than Holdings or the Borrower) shall automatically be released from its obligations hereunder and the Security Interest in the Collateral of such



Guarantor shall be automatically released upon the consummation of any transaction permitted by the Credit Agreement as a result of which such Guarantor ceases to be a Subsidiary of the Borrower.

(c) Upon any sale or other transfer by any Grantor of any Collateral that is permitted under the Credit Agreement to any person that is not the Borrower or a Guarantor, or, upon the effectiveness of any written consent to the release of the security interest granted hereby in any Collateral pursuant to Section 9.05 of the Credit Agreement, the security interest in such Collateral shall be automatically released.

(d) In connection with any termination or release pursuant to paragraph (a), (b) or (c) above, the Administrative Agent shall execute and deliver to any Grantor, at such Grantor's expense, all documents that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section 7.15 shall be without recourse to or warranty by the Administrative Agent (other than as to the absence of any lien or encumbrance created by it). Without limiting the provisions of Section 7.06, Holdings and the Borrower shall reimburse the Administrative Agent upon demand for all costs and out of pocket expenses, including the reasonable fees, charges and disbursements of counsel, incurred by it in connection with any action contemplated by this Section 7.15.

SECTION 7.16. *Additional Grantors.* Pursuant to Section 5.09 of the Credit Agreement, each Domestic Subsidiary that was not in existence or not a Domestic Subsidiary on the Closing Date is required to enter in this Agreement as a Subsidiary Guarantor upon becoming such a Domestic Subsidiary or ceasing to be such an Immaterial Subsidiary, as the case may be. Upon execution and delivery by the Administrative Agent and such Domestic Subsidiary of a supplement in the form of Exhibit A hereto, such Domestic Subsidiary shall become a Subsidiary Guarantor hereunder with the same force and effect as if originally named as a Subsidiary Guarantor herein and any information provided in the Schedules thereto shall be deemed to automatically supplement and amend the applicable schedules hereto. The execution and delivery of any such instrument shall not require the consent of any other Loan Party hereunder. The rights and obligations of each Subsidiary Guarantor hereunder shall remain in full force and effect notwithstanding the addition of any new Loan Party as a party to this Agreement.

SECTION 7.17. *Right of Setoff.* If an Event of Default shall have occurred and is continuing, each Lender is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations at any time owing by such Lender to or for the credit or the account of any Grantor against any and all of the obligations of such Grantor now or hereafter existing under this Agreement held by such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement and although such obligations may be unmatured. The rights of each Lender under this Section 7.17 are in addition to other rights and remedies (including other rights of setoff) which such Lender may have.

SECTION 7.18. *Conflicts.* In the event of any conflict between the provisions contained herein and the provisions contained in the Credit Agreement, the provisions contained in the Credit Agreement shall control.

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

BORROWER

PRODUCTION RESOURCE GROUP, L.L.C.,

By: Robert Manners  
Name: Robert Manners  
Title: Executive Vice President and Secretary

HOLDINGS

PRODUCTION RESOURCE GROUP INC.,

By: Robert Manners  
Name: Robert Manners  
Title: Executive Vice President and Secretary

[Guarantee and Collateral Agreement]

SUBSIDIARY GUARANTORS

PRG (CALIFORNIA) INC.

By: Robert Manners  
Name: Robert Manners  
Title: Vice President and Secretary

PRG (MICHIGAN) INC.

By: Robert Manners  
Name: Robert Manners  
Title: Vice President and Secretary

PRG (NEVADA) INC.

By: Robert Manners  
Name: Robert Manners  
Title: Vice President and Secretary

PRG ASIA INC.

By: Robert Manners  
Name: Robert Manners  
Title: Vice President and Secretary

SHOWPAY (NEVADA) LLC

By: Robert Manners  
Name: Robert Manners  
Title: Vice President and Secretary

[Guarantee and Collateral Agreement]

SHOWPAY, L.L.C.

By: Robert Manners

Name: Robert Manners

Title: Vice President and Secretary

VLPS LIGHTING SERVICES, INC.

By: Robert Manners

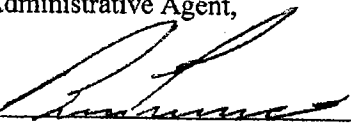
Name: Robert Manners

Title: Vice President and Secretary

[Guarantee and Collateral Agreement]

ADMINISTRATIVE AGENT

GOLDMAN SACHS CREDIT PARTNERS L.P.,  
as Administrative Agent,

By:   
Name: BRUCE H. MENDELSON  
Title: AUTHORIZED SIGNATORY

**Schedule I**  
**Capital Stock**

<u>Debtor/Grantor</u>	<u>Issuer</u>	<u>Type of Organization</u>	<u># of Shares Owned</u>	<u>Total Shares Outstanding</u>	<u>% of Interest Pledged</u>	<u>Certificate No. (if uncertificated, please indicate so)</u>
Production Resource Group, L.L.C.	VLPS Lighting Services, Inc.	Corporation	20,000 Class A	20,000 Class A	100%	# A100
			82,982 Class B	82,982 Class B		
Production Resource Group, L.L.C.	Showpay, L.L.C	Limited Liability Company			100%	# 100
Production Resource Group, L.L.C.	PRG (California) Inc.	Corporation	100	100	100%	#100
Production Resource Group, L.L.C.	Showpay (Nevada) LLC	Limited Liability Company			100%	#100
Production Resource Group, L.L.C.	PRG (Michigan) Inc.	Corporation	100	100	100%	#100
Production Resource Group, L.L.C.	PRG (Nevada) Inc.	Corporation	100	100	100%	#100
Production Resource Group, L.L.C.	PRG Asia Inc.	Corporation	100	100	100%	#100
Production Resource Group Inc.	Production Resource Group, L.L.C.	Limited Liability Company	5,937,656	5,937,656	100%	#100
Production Resource Group Inc.	Production Resource Group (Canada) Ltd.	Nova Scotia corporation	2,368,001	2,368,001	65%	
Production Resource Group, L.L.C.	Production Resource Group (Europe) Ltd.	UK corporation	11,188,980	11,188,980	65%	
Production Resource Group, L.L.C.	PRG Asia Lighting Inc.	Japanese Entity	480	480	65%	

**Schedule II**  
**Intellectual Property**

Intellectual Property License Agreements and Assignments

(a) Martin License (The Company has taken the position that this license has been cancelled. Martin has rejected this position.)

(b) High End License

(c) Barco License. The Company has finalized a license agreement with Barco. The license agreement includes an approximate \$1.3 million partially creditable advance royalty to PRG. Pursuant to the Company's license agreement with HES, 30% of all payments received under this Barco license must be paid to HES.

(d) Contracts with License of Company IP

i. In the ordinary course of business in connection with the sale or rental of automation equipment, the Company issues to the customer a standard license permitting the customer to use the Company's Stage Command System®.

ii. The Company has sent letters to the following manufacturers concerning their potential infringement of certain PRG patents. These letters invite the manufacturer to negotiate appropriate license agreements to avoid infringement:

ROBE  
MA Lighting  
ETC

iii. This Schedule does not include shrink wrap or click wrap licenses for software used in the ordinary course of business.

See Exhibit B, list of Patents

See Exhibit C, list of Trademarks

Exhibit B

See attached



Production Resource Group, L.L.C. Subsidiaries- Patent List

USA PATENTS										
PRG INTELLECTUAL PROPERTY SCHEDULE (7/24/07)	Title	Entry	Sub-Type	Date Filed	Appln No	Pub Date	Pub No	Date Issued	Patent No	NOTES
Issued	A LAMP-HOLDING HOOK CLAMP AND CONNECTOR KEYWAY	United States	New	7/30/96	08/687,927			11/16/99	5,984,248	
Issued	A LAMP-HOLDING HOOK CLAMP AND CONNECTOR KEYWAY	United States	Continuation	11/16/99	09/442,075			11/18/03	6,648,286	
Published	A PROGRAMMABLE LIGHT BEAM SHAPE ALTERING DEVICE USING SEPARATE PROGRAMMABLE MICROMIRRORS FOR EACH PRIMARY	United States	Divisional	2/22/01	09/792,729	11/1/2001	US 2001-0036003 A1			
Issued	A PROGRAMMABLE LIGHT BEAM SHAPE ALTERING DEVICE USING SEPARATE PROGRAMMABLE MICROMIRRORS FOR EACH PRIMARY COLOR	United States	Utility from Provisional	11/23/99	09/448,324		4916	8/21/01	6,278,542	
Proposed	ALLEN & HEATH	United States	Other							
Issued	ANTI-NOISE SYSTEM FOR A MOVING OBJECT	United States	New	2/6/96	08/596,015			5/4/99	5,900,685	
Issued	ANTI-NOISE SYSTEM FOR A MOVING OBJECT	United States	New	9/15/98	09/153,729			4/3/01	6,210,023	
Pending	Automated Cable Handling and Cleaning System	United States	New	8/23/06	60/839,756					
Pending	Automatic Tracking Motion Control System for a Stage Set	United States	New	7/26/06	60/833,626					
Issued	BELT LOOPING	United States	Utility from Provisional	2/8/01	09/780,616	11/29/2001	US-2001-0046914-A1	7/15/03	6,592,480	
Published	BELT LOOPING	United States	Continuation	7/15/03	10/620,842	3/18/2004	US-2004-0053720-A1			
Issued	BULB COOLING	United States	Utility from Provisional	2/1/01	09/778,991			6/17/03	6,578,991	
Issued	Bulb Cooling	United States	Divisional	3/13/03	10/389,466	8/14/2003	US-2003-0151919-A1	2/13/07	7,175,317	
Published	Bulb Cooling	United States	Continuation	2/12/07	11/674,082	6/7/2007	US-2007-0127246-A1			
Pending	Cable Tester for Stage Lighting Environment	United States	New	11/15/06	60/866,029					
Issued	CALIBRATION FOR OPTICAL FILTER	United States	Utility from Provisional	2/6/01	09/778,242	11/8/2001	US 2001-0038452 A1	8/15/06	7,092,098	
Issued	Calibration for optical filter	United States	Continuation	1/23/04	10/763,293	8/5/2004	US 2004-0150825 A1	8/30/05	6,937,338	

**Production Resource Group, L.L.C. Subsidiaries- Patent List**

Appln Status	Title	Entry	Sub-Type	Date Filed	Appln No	Pub Date	Pub No	Date Issued	Patent No	NOTES
Issued	Calibration for optical filter	United States	Divisional	8/30/05	11/215,992	4/13/2006	US 2006-0077389 A1	10/10/06	7,119,902	
Issued	CAMMED ROTATING GOBOS	United States	Utility from Provisional	10/17/97	08/951,946			6/27/00	6,079,853	
Pending	Clamp for an Elongated Lamp	United States	New	2/6/07	60/888,510					
Issued	COLOR IMAGE PROTECTION APPARATUS	United States	Designated Country Appln	2/14/95	08/381,967			8/18/98	5,793,058	owned by LSD. Assignment to PRG pending
Issued	COLOUR CROSS-FADING SYSTEM FOR A LUMINAIRE	United States	New	4/23/93	08/051,373			6/20/95	5,426,576	
Issued	COMBINATION DRIVER FOR MAP SETS AND PARAMETERS WITHIN THOSE MAP SETS	United States	New	11/19/96	08/753,035			10/19/99	5,969,485	
	Computer Controlled Movement Of Stage Effect	United States						7/6/99	5,920,476	
	Computer Controlled Winch Assembly For Stage Console Lighting Effects	United States						5/7/02	6,385,493	
Pending	Console Lighting Effects	United States	Utility from Provisional	3/8/07	11/683,906					
Published	Controls for Digital Lighting	United States	Utility from Provisional	1/13/06	11/332,843	7/20/2006	US 2006-0158461 A1			
Pending	Conventional Table	United States	New	12/7/06	60/869,095					
Issued	CUSTOM COLOR WHEEL	United States	New	7/1/98	09/108,777			1/4/00	6,011,662	
Proposed	CYM Color Mapping (From Little Boy)	United States	New							
Pending	Digital Light with Target Effects	United States	Utility from Provisional	3/2/07	11/681,731					
Issued	DUAL HOOK CLAMP	United States	Utility from Provisional	2/7/01	09/779,194	10/18/2001	US-2001-0030269-A1	1/27/04	6,682,031	
Published	DUAL HOOK CLAMP	United States	Continuation	10/7/03	10/680,932	4/8/2004	US-2004-0065796-A1			
Issued	ELECTRONICALLY CONTROLLED STAGE LIGHTING SYSTEM	United States	New	5/12/97	08/854,353			2/13/01	6,188,933	
Issued	ELECTRONICALLY CONTROLLED STAGE LIGHTING SYSTEM	United States	Divisional	5/22/00	09/577,428			9/16/03	6,622,053	
Issued	Electronically Controlled Stage Lighting System	United States	Continuation	6/19/01	09/885,590			5/18/04	6,736,528	
Issued	Electronically Controlled Stage Lighting System	United States	Continuation	2/9/04	10/775,721	8/19/2004	US 2004-0160198 A1	6/12/07	7,230,752	

**Production Resource Group, L.L.C. Subsidiaries- Patent List**

Appn Status	Title	Entry	Sub-Type	Date Filed	Appln No	Pub Date	Pub No	Date Issued	Patent No	NOTES
Published	Electronically Controlled Stage Lighting System	United States	Divisional	4/18/06	11/406,768	8/24/2006	US 2006-0187532 A1			
Published	Ethernet SCSI Simulator for Control of Shows	United States	Utility from Provisional	8/5/04	10/913,294	5/5/2005	2005-0094635-A1			
Published	File system for a stage lighting array system	United States	Utility from Provisional	8/6/04	10/913,022	4/21/2005	US-2005-0086589-A1			
Pending	File system for a stage lighting array system	United States	Divisional	3/16/07	11/687,593					
Pending	File system for a stage lighting array system	United States	Divisional	3/19/07	11/688,198					
Pending	File system for a stage lighting array system	United States	Divisional	3/20/07	11/688,415					
Issued	GEL TENSIONING DEVICE	United States	Utility from Provisional	4/18/96	08/634,658			8/18/98	5,794,881	
Published	Gobo Virtual Machine	United States	Utility from Provisional	8/6/04	10/913,023	4/21/2005	US-2005-0083487-A1			
Pending	Gobo Wheel Location Drive	United States	New	7/13/06	60/830,773					
Proposed	Handles on the Light Housing	United States	New							
Proposed	Handles on the Light Housing (Design)	United States	New							
Issued	ILLUMINATION OBSCUREMENT DEVICE	United States	New	7/1/98	09/108,263		9112	4/24/01	6,220,730	
Issued	ILLUMINATION OBSCUREMENT DEVICE	United States	Divisional	11/9/00	09/711,355			8/5/03	6,601,974	
Issued	ILLUMINATION OBSCUREMENT DEVICE	United States	Divisional	11/28/00	09/724,588			3/25/03	6,536,922	
Issued	ILLUMINATION OBSCUREMENT DEVICE	United States	Continuation	3/25/03	10/400,045	10/2/2003	US 2003-0185010 A1	1/24/06	6,988,817	
Published	ILLUMINATION OBSCUREMENT DEVICE	United States	Continuation	1/24/06	11/339,333	8/31/2006	US-2006-0193136-A1			
Issued	IMPROVEMENTS IN PIXEL MIRROR BASED STAGE LIGHTING SYSTEM	United States	Divisional	1/5/01	09/756,037	6/13/2002	US 2002-0070686 A1	2/4/03	6,515,435	
Published	Interface Computer for a Stage Lighting System	United States	Utility from Provisional	8/5/04	10/913,006	3/17/2005	US-2005-0057543-A1			
Pending	Inventory Management System with Time Feature	United States	New	5/22/07	60/939,587					
Issued	LAMP-HOLDING HOOK CLAMP	United States	New	5/30/95	08/453,505			12/30/97	5,702,082	
Issued	LIGHTING COMMUNICATION ARCHITECTURE	United States	Utility from Provisional	3/3/98	09/033,893			1/16/01	6,175,771	

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Appln Status	Title	Entry	Sub-Type	Date Filed	Appln No	Pub Date	Pub No	Date Issued	Patent No	NOTES
Pending	Lighting Control System with Wireless Network Connection	United States	Utility from Provisional	5/15/07	11/748,996					
Pending	Lighting Unit with Replaceable and Rotatable Lens	United States	Utility from Provisional	10/5/06	11/539,132					
Pending	Load Bank	United States	New	11/2/06	60/864,133					
Issued	MEDIUM FOR A COLOR CHANGER	United States	Divisional	5/16/00	09/572,045			5/20/03	6,565,941	
Issued	Medium for a color changer	United States	Continuation	5/20/03	10/442,436	10/23/2003	US-2003-0198782-A1	2/24/04	6,696,101	
Issued	Medium for a color changer	United States	Continuation	2/18/04	10/782,662	8/19/2004	US 2004-0161590 A1	5/10/05	6,891,686	
Published	Medium for a color changer	United States	Continuation	5/10/05	11/126,448	9/22/2005	US 2005-0207045 A1			
Issued	MEDIUM FOR COLOR CHANGER	United States	Divisional	1/28/97	08/790,235		1170	7/17/01	6,261,636	
Issued	METHOD AND DEVICE FOR CREATING A FACSIMILE OF AN IMAGE	United States	New	1/5/90	07/461,344			4/17/01	6,219,093	
Issued	METHOD AND DEVICE FOR CREATING A FACSIMILE OF AN IMAGE	United States	Continuation	4/17/01	09/837,876	6/27/2002	US 2002-0080411 A1	7/19/05	6,919,916	
Published	METHOD AND DEVICE FOR CREATING A FACSIMILE OF AN IMAGE	United States	Continuation	6/17/04	10/871,316	11/18/2004	US 2004-0227813 A1			
Published	METHOD AND DEVICE FOR CREATING A FACSIMILE OF AN IMAGE	United States	Continuation	1/31/05	11/047,997	6/16/2005	US 2005-0128290 A1			
Published	METHOD AND DEVICE FOR CREATING A FACSIMILE OF AN IMAGE	United States	Continuation	2/4/05	11/051,050	6/23/2005	US 2005-0134684 A1			
Published	METHOD AND DEVICE FOR CREATING A FACSIMILE OF AN IMAGE	United States	Continuation	7/22/05	11/187,545	11/17/2005	US 2005-0253925 A1			
Issued	MIDI MONITORING	United States	New	10/30/96	08/741,266			11/16/99	5,986,201	
Issued	MIDTALK COMMUNICATIONS	United States	New	3/29/96	08/626,257			11/9/99	5,983,280	
Pending	MORPHEUS TRUSS	United States	New							
Pending	MOTOR-DRIVEN PAN AND TILT MIRROR COUPLED RELATIVE TO A STAGE LAMP	United States	Designated Country Appln	5/13/98	09/029,224					
Pending	Movable Lighting Apparatus Moving Light Table	United States	New	11/27/06	60/867,382			3/26/91	5,003,442	

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Appln Status	Title	Country	Sub-Type	Date Filed	Appln No	Pub Date	Pub No	Date Issued	Patent No	NOTES
Pending	Moving Light Test Machine	United States	Other	11/2/06	60/864,120					
Pending	Moving Light With Removable Circuit Board	United States	Utility from Provisional	6/6/07	11/759,082					
Issued	MULTILAYER CONTROL OF GOBO SHAPE	United States	Utility from Provisional	9/22/00	09/668,824			1/9/07	7,161,562	
Published	MULTILAYER CONTROL OF GOBO SHAPE	United States	Divisional	5/13/05	11/128,873	9/22/2005	US-2005-0206328-A1			
Published	MULTILAYER CONTROL OF GOBO SHAPE	United States	Divisional	5/13/05	11/129,692	9/22/2005	US 2005-0207163 A1			
Published	MULTILAYER CONTROL OF GOBO SHAPE	United States	Divisional	5/13/05	11/129,615	9/29/2005	US 2005-0213335 A1			
Pending	Multiple Focus Point Light	United States	Utility from Provisional	3/16/07	11/687,579					
Proposed	New Effects in Mbox Extreme	United States	New							
Proposed	New Winches	United States	New							
Pending	PARALLEL-CONNECTED DISTRIBUTED-PROCESSING LIGHTING CONTROL SYSTEM	United States	FWC	6/13/96	08/662,975					
Pending	PIXEL BASED GOBO CONTROL FORMAT	United States	New	2/1/00	09/495,585					
Issued	PIXEL BASED GOBO CONTROL FORMAT	United States	Continuation	10/4/00	09/679,727			3/23/03	6,538,797	
Issued	PIXEL BASED GOBO CONTROL FORMAT	United States	Continuation	9/7/01	09/949,151	10/3/2002	US-2002-0141037-A1	10/5/04	6,801,353	
Issued	PIXEL BASED GOBO RECORD CONTROL FORMAT	United States	Utility from Provisional	8/31/98	09/145,314			5/2/00	6,057,958	
Issued	PIXEL BASED GOBO RECORD CONTROL FORMAT	United States	Continuation	2/8/00	09/500,393		2545	7/3/01	6,256,136	
Issued	Pixel based Gobo Record Control Format	United States	Continuation	6/15/01	09/882,755	12/13/2001	2001-0050800-A1	10/15/02	6,466,357	
Issued	Pixel based gobo record control format	United States	Continuation	10/15/02	10/271,521	6/12/2003	US-2003-0107795-A1	8/23/05	6,934,071	
Issued	Pixel based gobo record control format	United States	Continuation	8/8/03	10/638,124	4/1/2004	US-2004-0061926-A1	5/10/05	6,891,656	
Issued	Pixel Based Gobo Record Control Format	United States	Continuation	5/10/05	11/126,494	9/15/2005	US 2005-0200625 A1	6/6/06	7,057,797	
Published	Pixel Based Gobo Record Control Format	United States	Continuation	6/6/06	11/448,243	10/12/2006	US-2006-0227297-A1			
Issued	PIXEL BASED GOBO RECORD CONTROL FORMAT	United States	Divisional	9/7/01	09/949,155	8/15/2002	US-2002-0109905-A1	4/15/03	6,549,326	

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Appln Status	Title	Crtry	Sub-Type	Date Filed	Appln No	Pub Date	Pub No	Date Issued	Patent No	NOTES
Issued	PIXEL MIRROR BASED STAGE LIGHTING SYSTEM	United States	New	8/31/98	09/145,313			3/27/01	6,208,087	
Issued	Pixel Mirror Based Stage Lighting System	United States	Divisional	10/24/01	10/038,182	8/1/2002	US-2002-0101199-A1	9/9/03	6,617,792	
Issued	Pixel Mirror Based Stage Lighting System	United States	Divisional	9/8/03	10/658,627	3/11/2004	US 2004-0046514 A1	7/18/06	7,078,869	
Published	Pixel Mirror Based Stage Lighting System	United States	Divisional	5/22/06	11/439,074	9/21/2006	US-2006-0208665-A1			
Allowed	Portable LED Unit Interface and Power Supply	United States	New	4/1/04	10/817,485	10/13/2005	US 2005-0225931 A1			
Published	Portable Power and Signal Distribution System for a Controllable System Including Multiple Devices	United States	Utility from Provisional	7/26/05	11/190,494	7/27/2006	US-2006-0163945-A1			
Issued	PROGRAMMABLE LIGHT BEAM SHAPE ALTERING DEVICE USING PROGRAMMABLE MICROMIRRORS	United States	New	2/7/96	08/598,077			10/27/98	5,828,485	
Issued	PROGRAMMABLE LIGHT BEAM SHAPE ALTERING DEVICE USING PROGRAMMABLE MICROMIRRORS	United States	Divisional	9/23/97	08/938,381			9/14/99	5,953,152	
Issued	PROGRAMMABLE LIGHT BEAM SHAPE ALTERING DEVICE USING PROGRAMMABLE MICROMIRRORS	United States	FWC	10/24/97	08/957,661			10/3/00	6,126,288	
Issued	PROGRAMMABLE LIGHT BEAM SHAPE ALTERING DEVICE USING PROGRAMMABLE MICROMIRRORS	United States	Divisional	10/31/97	08/962,237			9/14/99	5,953,151	
Issued	PROGRAMMABLE LIGHT BEAM SHAPE ALTERING DEVICE USING PROGRAMMABLE MICROMIRRORS	United States	Divisional	7/21/99	09/359,064			9/11/01	6,288,828	
Issued	PROGRAMMABLE LIGHT BEAM SHAPE ALTERING DEVICE USING PROGRAMMABLE MICROMIRRORS	United States	Continuation	8/9/01	09/928,220	2/14/2002	US-2002-0018284-A1	7/16/02	6,421,165	
Issued	Programmable light beam shape altering device using programmable micromirrors	United States	Continuation	7/16/02	10/197,963	12/5/2002	US-2002-0181070-A1	8/3/04	6,771,411	
Issued	Programmable light beam shape altering device using programmable micromirrors	United States	Divisional	2/24/03	10/373,412	8/7/2003	US-2003-0147117-A1	5/29/07	7,224,509	
Published	Programmable light beam shape altering device using programmable micromirrors	United States	Divisional	2/28/06	11/365,344	7/6/2006	US 2006-0146393 A1			
Pending	Programmable light beam shape altering device using programmable micromirrors	United States	Divisional	5/11/07	11/747,854					
Issued	PROGRAMMABLE LIGHT BEAM-SHAPED ALTERING DEVICE USING PROGRAMMABLE DIGITAL MICROMIRRORS	United States	Divisional	10/17/97	08/953,355			8/17/99	5,940,204	

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Appln Status	Title	Country	Sub-Type	Date Filed	Appln No	Pub Date	Pub No	Date Issued	Patent No	NOTES
Proposed	Pyramid Shaped UV IR Filter	United States	New							
Pending	Rainbow Color Wheel	United States	New	5/21/07	60/931,308					
Proposed	Random Reflecting Dimmer System	United States	New							
Published	Reduced complexity and blur technique for an electronic lighting system	United States	New	1/4/05	11/029,663	9/1/2005	US 2005-0190985-A1			owned by LSD. Assignment to PRG pending
Pending	REDUCED COMPLEXITY AND BLUR TECHNIQUE FOR AN ELECTRONIC LIGHTING SYSTEM	United States	New	1/5/04	60/534,607					
Issued	REPEATER FOR USE IN A CONTROL NETWORK	United States	Country Equivalent	6/24/93	08/080,717			12/24/96	5,588,021	
Issued	REPEATER FOR USE IN A CONTROL NETWORK	United States	Divisional	12/20/96	08/772,166			9/22/98	5,812,596	
Pending	RFID in Moving Light Inventory Control	United States	New	2/13/07	60/889,713					
Issued	SCROLLING COLOR CHANGER	United States	New	10/15/96	08/731,418			8/21/01	6,278,563	
Pending	Series 400 Switch	United States	New	12/20/06	60/871,109					
Pending	Spatial Light Modulator Techniques for Stage Lighting	United States	New	11/6/06	11/557,066					
Pending	Stage Command Autostop	United States	New	9/15/06	60/844,732					
	Stage Element Movement Assembly (Track Crossing Dog & Track Assembly)	United States						4/15/03	6,547,670	
Issued	Stage lighting control console including assignable macro functions	United States	Country Equivalent	6/18/93	08/077,862			5/9/95	5,414,328	
Issued	STAGE LIGHTING LAMP UNIT AND STAGE LIGHTING SYSTEM INCLUDING SUCH UNIT	United States	Country Equivalent	6/18/93	08/077,877			3/26/96	5,502,627	
Issued	STAGE LIGHTING LAMP UNIT AND STAGE LIGHTING SYSTEM INCLUDING SUCH UNIT	United States	Divisional	5/24/95	08/448,861			6/23/98	5,769,531	
Issued	STAGE LIGHTING LAMP UNIT AND STAGE LIGHTING SYSTEM INCLUDING SUCH UNIT	United States	Divisional	12/21/95	08/576,211			8/4/98	5,788,365	
Issued	STAGE LIGHTING LAMP UNIT AND STAGE LIGHTING SYSTEM INCLUDING SUCH UNIT	United States	Divisional	12/18/97	08/994,036			7/13/99	5,921,659	
Issued	STAGE LIGHTING LAMP UNIT AND STAGE LIGHTING SYSTEM INCLUDING SUCH UNIT	United States	Continuation	5/17/99	09/313,418		3883	12/4/01	6,326,741	

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Appln Status	Title	Country	Sub-Type	Date Filed	Appln No	Pub Date	Pub No	Date Issued	Patent No	NOTES
Issued	Stage Lighting Lamp Unit and Stage Lighting System Including Such Unit	United States	Continuation	12/4/01	10/007,008	6/13/2002	US-2002-0070689-A1	7/22/03	6,597,132	
Issued	Stage Lighting Lamp Unit and Stage Lighting System Including Such Unit	United States	Continuation	7/22/03	10/625,465	7/1/2004	US-2004-0125602-A1	5/17/05	6,894,443	
Allowed	Stage Lighting Lamp Unit and Stage Lighting System Including Such Unit	United States	Continuation	5/11/05	11/127,975	9/15/2005	US 2005-0200318 A1			
Issued	SUPER COOLER FOR A HEAT PRODUCING DEVICE	United States	Utility from Provisional	2/9/01	09/780,025	10/18/2001	2001-0029740-A1	8/13/02	6,430,934	
Issued	Super cooler for a heat producing device	United States	Divisional	4/22/02	10/128,774	9/12/2002	US-2002-0124573-A1	2/25/03	6,523,353	
Allowed	Super cooler for a heat producing device	United States	Continuation	2/25/03	10/375,165	7/17/2003	US-2003-0131610-A1	8/17/04	6,775,991	
Issued	Super cooler for a heat producing device	United States	Continuation	3/4/04	10/794,258	9/2/2004	US 2004-0168444 A1	2/21/06	7,000,417	
Published	Super cooler for a heat producing device	United States	Continuation	2/21/06	11/358,987	7/13/2006	US 2006-0150636 A1			
Issued	TEMPO SYNCHRONIZATION SYSTEM FOR A MOVING LIGHT ASSEMBLY	United States	Utility from Provisional	3/3/98	09/034,045			2/22/00	6,029,122	
Pending	Test Machine for an Automated Light	United States	Utility from Provisional	2/8/07	11/672,873					
Issued	THREE COLOR DIGITAL GOBO SYSTEM	United States	New	1/29/01	09/771,953	9/26/2002	US-2002-0135858-A1	7/8/03	6,588,944	
Issued	THREE COLOR DIGITAL GOBO SYSTEM	United States	Continuation	7/8/03	10/616,481	3/11/2004	US-2004-0047155-A1	11/23/04	6,823,119	
Issued	THREE COLOR DIGITAL GOBO SYSTEM	United States	Continuation	11/22/04	10/995,612	5/12/2005	US 2005-0100289 A1	3/28/06	7,020,370	
Issued	THREE COLOR DIGITAL GOBO SYSTEM	United States	Continuation	3/21/06	11/386,194	8/10/2006	US 2006-0177185 A1	2/20/07	7,181,112	
Pending	Three Color Digital Gobo System	United States	Continuation	2/20/07	11/677,022					
Issued	TRIMMER IRIS FOR USE WITH A DIGITALLY SHAPE-CONTROLLED LIGHTING SYSTEM	United States	Utility from Provisional	2/7/01	09/779,196	11/29/2001	2001-0046079-A1	4/15/03	6,549,324	
Issued	Trimmer iris for use with a digitally shape-controlled lighting system	United States	Continuation	4/8/03	10/409,867	11/6/2003	US-2003-0206328-A1	3/8/05	6,865,008 B2	
Proposed	Universal Show Test File	United States	New							
Proposed	UV Gobos	United States	New							
Pending	VARIABLE COLOR FLUORESCENT LIGHTING	United States	New	3/9/98	09/041,100			5/16/00	6,062,706	
Pending	Video Buttons for a Stage Lighting Console	United States	New	7/12/06	60/830,490					



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Appln Status	Title	Country	Sub-Type	Date Filed	Appln No	Pub Date	Pub No	Date Issued	Patent No	NOTES
Issued	VIRTUAL REALITY INTERFACE FOR SHOW CONTROL	United States	Utility from Provisional	5/1/97	08/847,174		1222	5/13/03	6,563,520	
Published	Virtual reality interface for show control	United States	Divisional	5/13/03	10/437,648	2/5/2004	US-2004-0021689-A1			
Pending	Virtuoso Remote Focus Unit	United States	New	12/1/06	60/868,255					
Pending	Washer for Light Parts	United States	New	12/5/06	60/868,708					
In Preparation	Zipper Style Lift	United States	New							

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App'n Status	Title	Entry	Date Filed	Appl'n No.	Pub Date	Pub No.	Date Issued	Patent No.	Status / Actions Due
Pending	A Programmable Light Beam Shape Altering Device Using Programmable Micromirrors	Canada	2/7/97	2,480,510					
Allowed	A PROGRAMMABLE LIGHT BEAM SHAPE ALTERING DEVICE USING PROGRAMMABLE MICROMIRRORS	European Patent Convention	2/7/97	97904053.2	11/25/1998	0879437			
Issued	A PROGRAMMABLE LIGHT BEAM SHAPE ALTERING DEVICE USING PROGRAMMABLE MICROMIRRORS	Canada	2/7/97	2245842			1/4/05	2245842	
Issued	A Programmable Light Beam Shape Altering Device Using Programmable Micromirrors	European Patent Convention	2/7/97	04075723.7	8/18/2004	1447702	11/23/05	1447702	
Issued	A Programmable Light Beam Shape Altering Device Using Programmable Micromirrors	European Patent Convention	2/7/97	04075723.9	8/18/2004	1447701	6/6/07	144770-1	
Issued	A PROGRAMMABLE LIGHT BEAM SHAPE ALTERING DEVICE USING PROGRAMMABLE MICROMIRRORS	Japan	2/7/97	09-528547	4/18/2000	P2000-504847A	4/14/06	3793577	
Nat Phase	A PROGRAMMABLE LIGHT BEAM SHAPE ALTERING DEVICE USING PROGRAMMABLE MICROMIRRORS	WIPO	2/7/97	PCT/US97/01397		WO97/29396			
Published	A Programmable Light Beam Shape Altering Device Using Programmable Micromirrors	European Patent Convention	3/3/04	04075721.3	8/4/2004	1443355			
Published	A Programmable Light Beam Shape Altering Device Using Programmable Micromirrors	European Patent Convention	3/3/04	04075725.4	8/11/2004	1445637			
Published	A Programmable Light Beam Shape Altering Device Using Programmable Micromirrors	European Patent Convention	3/3/04	04075722.1	8/25/2004	1450197			
Proposed	A PROGRAMMABLE LIGHT BEAM SHAPE ALTERING DEVICE USING PROGRAMMABLE MICROMIRRORS	European Patent Convention		unassigned					
Proposed	A PROGRAMMABLE LIGHT BEAM SHAPE ALTERING DEVICE USING PROGRAMMABLE MICROMIRRORS	United Kingdom		unassigned					
Proposed	A PROGRAMMABLE LIGHT BEAM SHAPE ALTERING DEVICE USING PROGRAMMABLE MICROMIRRORS	Italy		unassigned					
Issued	A PROGRAMMABLE LIGHT BEAM SHAPE ALTERING DEVICE USING PROGRAMMABLE MICROMIRRORS	Germany	2/7/97	04075723.9			6/6/07	144770.1	
Issued	A PROGRAMMABLE LIGHT BEAM SHAPE ALTERING DEVICE USING PROGRAMMABLE MICROMIRRORS	Denmark	2/7/97	04075723.9			6/6/07	144770.1	
Issued	A PROGRAMMABLE LIGHT BEAM SHAPE ALTERING DEVICE USING PROGRAMMABLE MICROMIRRORS	France	2/7/97	04075723.9			6/6/07	144770.1	

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App'n Status	Title	Entry	Date Filed	Appl'n No	Pub Date	Pub No	Date Issued	Patent No	Status / Actions Due
Issued	A PROGRAMMABLE LIGHT BEAM SHAPE ALTERING DEVICE USING PROGRAMMABLE MICROMIRRORS	United Kingdom	2/7/97	04073723.9			6/6/07	144770.1	
Issued	A PROGRAMMABLE LIGHT BEAM SHAPE ALTERING DEVICE USING PROGRAMMABLE MICROMIRRORS	Italy	2/7/97	04073723.9			6/6/07	144770.1	
Expired	BULB COOLING	WIPO	2/1/01	PCT/US01/03392					
Nat Phase	CALIBRATION FOR OPTICAL FILTER	WIPO	2/6/01	PCT/US01/03849	8/16/2001	01/59490			
Published	Calibration For Optical Filter	European Patent Convention		01908889.7					
Pending	COLOR IMAGE PROJECTION APPARATUS	Canada	8/11/93	2142619			2/22/00	2142619	
Issued	COLOR IMAGE PROJECTION APPARATUS	Germany	8/11/93	93917998.2			11/14/01	69331145.2	
Issued	COLOR IMAGE PROJECTION APPARATUS	European Patent Convention	8/11/93	93917998.2				0655144	Europe filed only; No other foreign apps were filed
Issued	COLOR IMAGE PROJECTION APPARATUS	France	8/11/93	93917998.2			11/14/01	0655144	
Closed	Colour Cross-Fading System	Austria	5/7/93	93303558.6					
Issued	COLOUR CROSS-FADING SYSTEM FOR A LUMINAIRE	Germany	5/7/93	93303558.6		0621495	8/5/98	69320175.4	
Issued	COLOUR CROSS-FADING SYSTEM FOR A LUMINAIRE	European Patent Convention	5/7/93	93303558.6		0621495	8/5/98	0621495	
Issued	COLOUR CROSS-FADING SYSTEM FOR A LUMINAIRE	Spain	5/7/93	93303558.6			8/5/98	2123029	
Issued	COLOUR CROSS-FADING SYSTEM FOR A LUMINAIRE	France	5/7/93	93303558.6			8/5/98	0621495	
Issued	COLOUR CROSS-FADING SYSTEM FOR A LUMINAIRE	United Kingdom	5/7/93	93303558.6			8/5/98	0621495	
Issued	COLOUR CROSS-FADING SYSTEM FOR A LUMINAIRE	Ireland	5/7/93	93303558.6			8/5/98	0621495	
Issued	COLOUR CROSS-FADING SYSTEM FOR A LUMINAIRE	Italy	5/7/93	93303558.6			8/5/98	27408BE/98	
Issued	COLOUR CROSS-FADING SYSTEM FOR A LUMINAIRE	Netherlands	5/7/93	93303558.6			8/5/98	0621495	
Pending	Computer Controlled Winch Assembly For Stage	Argentina	3/9/07	PCT/US2007/063734			11/27/06	AR028796B1	
Pending	CONSOLE LIGHTING EFFECTS	WIPO	1/18/06	0601119.1	10/25/2006				
Published	Controls for Digital Lighting	United Kingdom	1/18/06	0601119.1				2425366	
Published	Controls for Digital Lighting	Hong Kong	1/18/06	07100761.0				1094025A	
Nat Phase	DUAL HOOK CLAMP	WIPO	2/7/01	PCT/US01/40062	3/16/2007				
Pending	Dual Hook Lamp	European Patent Convention	2/7/01	01920968.3					
Published	ELECTRONICALLY CONTROLLED STAGE LIGHTING SYSTEM	WIPO	5/8/98	US98/09482	11/19/1998			WO 98/52386	
Pending	Electronically controlled Stage Lighting System	European Patent Convention		98920352.6					DK, FR, DE, IT, UK, NL

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Applicant Status	Title	Entry	Date Filed	Appln No	Pub Date	Pub No	Date Issued	Patent No	Status/Actions Due
Pending	Gobo Control	European Patent Convention		98 95 0630.8					
Issued	ILLUMINATION OBSCUREMENT DEVICE	Germany	7/1/99	99305217.4			12/15/04	699 22 588.4-08	The only foreign application that were filed were Germany and Europe. The UK and Netherlands were never filed.
Pending	ILLUMINATION OBSCUREMENT DEVICE	European Patent Convention		699 22 588.4-08		0969247	12/15/04	0969247	The only foreign application that were filed were Germany and Europe. The UK and Netherlands were never filed.
Proposed, never filed	ILLUMINATION OBSCUREMENT DEVICE	United Kingdom							The only foreign application that were filed were Germany and Europe. The UK and Netherlands were never filed.
Proposed, never filed	ILLUMINATION OBSCUREMENT DEVICE	Netherlands							The only foreign application that were filed were Germany and Europe. The UK and Netherlands were never filed.
Pending	IMPROVED MEDIUM FOR A COLOR CHANGER	Canada	7/14/95	2,196,810					
Pending	IMPROVED MEDIUM FOR A COLOR CHANGER	European Patent Convention	7/14/95	95926281.7		0797503			only foreign applications that were filed were PCT, Japan & Canada. No other foreign apps were filed
Published	IMPROVED MEDIUM FOR A COLOR CHANGER	Japan	7/14/95	08-507320	7/21/1998	HEI 10-507414	11/21/03	3495373	
Nat Phase	IMPROVED MEDIUM FOR A COLOR CHANGER	WIPO	7/14/95	US95/08824		WO96/05053			
Nat Phase	Improvements in Pixel Mirror Based Stage Lighting System	WIPO	8/27/99	PCT/US99/19645	3/9/2000	WO 00/13471			
Published	Light Beam Shape Altering Device and Method Thereof	Japan	2/7/97	2004-026015	6/17/2004	2004-171020			
Published	Light Beam Shape Altering Device and Method Thereof	Japan	2/7/97	2006-273405	4/26/2007	2007-108740			
Published	Light Controller with Ports Formed From Reconfigurable Logic	European Patent Convention	8/27/99	99943971.4	6/27/2001	1110433			MEDUSA IMPROVEMENTS - EP1
Published	Lighting Unit with Replaceable and Rotatable Lens	WIPO	10/6/06	PCT/US2006/39329	4/19/2007	WO 2007/044634			
Pending	Mirror Gobo	European Patent Convention	2/7/97	07075430.4					Divisional with claims 36-46 from 07319-012008
Nat Phase	MOTOR-DRIVEN PAN AND TILT MIRROR COUPLED RELATIVE TO ASTAGE LAMP	WIPO	8/23/96	US96/13661		WO97/08491			
Nat Phase	MULTILAYER CONTROL OF GOBO SHAPE	WIPO	9/22/00	PCT/US00/26009	3/29/2001	0122154			
Published	MULTILAYER CONTROL OF GOBO SHAPE	European Patent Convention	3/21/02	00965298.3					
Pending	Multiple Focus Point Light	WIPO	3/16/07	PCT/US2007/64244					
Published	PIXEL BASED GOBO CONTROL FORMAT	European Patent Convention	2/1/00	00917607.4					

TRADEMARK

REEL: 004077 FRAME: 0718

Data as of 7/06/07

FOREIGN  
PATENTS

Appln Status	Title	Entry	Date Filed	Appln No	Pub Date	Pub No	Date Issued	Patent No	Status / Actions Due
Nat Phase	PIXEL BASED RECORD CONTROL FORMAT	WIPO	9/17/98	PCT/US98/19409	3/25/1999	WO99/14731			
Pending	Portable Power and Signal Distribution System for a Controllable System Including Multiple Devices	Canada	1/6/06	2532389					
Published	Portable Power and Signal Distribution System for a Controllable System Including Multiple Devices	United Kingdom	1/9/06	0600341.2	8/2/2006	2422734			
Published	Portable Power and Signal Distribution System for a Controllable System Including Multiple Devices	China	1/27/06	200610004226.4	10/4/2006	CN 1841870A			
Pending	Portable Power and Signal Distribution System for a Controllable System Including Multiple Devices	Hong Kong	1/27/06	07102538.8					
Issued	Programmable Light Beam Shape Altering Device Using Programmable Micromirrors	Germany	2/7/97	04075724.7			11/23/05	69734744.3	
Issued	Programmable Light Beam Shape Altering Device Using Programmable Micromirrors	Denmark	2/7/97	04075724.7			11/23/05	1447702	
Issued	Programmable Light Beam Shape Altering Device Using Programmable Micromirrors	France	2/7/97	04075724.7			11/23/05	1447702	
Issued	Programmable Light Beam Shape Altering Device Using Programmable Micromirrors	United Kingdom	2/7/97	04075724.7			11/23/05	1447702	
Issued	Programmable Light Beam Shape Altering Device Using Programmable Micromirrors	Italy	2/7/97	034244BE/2005			11/23/05	034244BE/2005	
	Stage Effect Control Method and Apparatus	Canada					1/1/02	2,271,470	
	Stage Element Movement Assembly	Argentina					3/29/07	AR039,872B1	
Issued	STAGE LIGHTING LAMP UNIT AND STAGE LIGHTING SYSTEM INCLUDING SUCH UNIT	Canada	9/21/93	2145308			12/6/05	2145508	
Issued	STAGE LIGHTING LAMP UNIT AND STAGE LIGHTING SYSTEM INCLUDING SUCH UNIT	Germany	9/21/93	93920977.1			12/2/98	69322401.0	
Issued	STAGE LIGHTING LAMP UNIT AND STAGE LIGHTING SYSTEM INCLUDING SUCH UNIT	European Patent Convention	9/21/93	93920977.1			12/2/98	662,275	
Issued	STAGE LIGHTING LAMP UNIT AND STAGE LIGHTING SYSTEM INCLUDING SUCH UNIT	France	9/21/93	93920977.1			12/2/98	0662275	
Issued	STAGE LIGHTING LAMP UNIT AND STAGE LIGHTING SYSTEM INCLUDING SUCH UNIT	United Kingdom	9/21/93	93920977.1			12/2/98	0662275	
Nat Phase	STAGE LIGHTING LAMP UNIT AND STAGE LIGHTING SYSTEM INCLUDING SUCH UNIT	WIPO	9/21/93	GB93/01980					
Nat Phase	SUPER COOLER FOR A HEAT PRODUCING DEVICE	WIPO	2/9/01	PCT/US01/04299	8/16/2001	01/59363			

TRADEMARK

REEL: 004077 FRAME: 0719

FOREIGN PATENTS

Data as of 7/06/07

Applicant Status	Title	Priority	Date Filed	Appln No.	Pub Date	Pub No.	Date Issued	Patent No.	Status / Actions Due
Published	Super Cooler For A Heat Producing Device	European Patent Convention							
Nat Phase	TRIMMER IRIS FOR USE WITH A DIGITALLY SHAPE-CONTROLLED LIGHTING SYSTEM	WIPO	2/7/01	PCT/US01/40063					
Published	Trimmer Iris For Use With A Digitally Shape-Controlled Lighting System	European Patent Convention		01920969.1					
Nat Phase			2/1/00	PCT/US00/02600	8/3/2000	00/45218			

Exhibit C

See attached

Production Resource Group, L.L.C. Subsidiaries - Trademark List

USA TRADEMARKS

Data as of 7/06/07

Trademark	F&R Reference	Application No.	Filing Date	Registration No.	Registration Date	Country	Status	Goods/Services
AUTOPAR	07319-127001	78/672,909	18-Jul-05	3,223,492	27-Mar-07	UNITED STATES	REGISTERED	11
BAD BOY	07319-119001	78/788,838	10-Jan-06			UNITED STATES	ALLOWED	15281
BREAKOUT IN A BOX	07319-170001	77/064,387	14-Dec-06			UNITED STATES	PENDING	15220
COLOURMAG	handled by J Gersh			1,525,496			REGISTERED; to be assigned to PRG from LSD	N/A
DIGITAL LIGHT	07319-132001	78/798,839	25-Jan-06			UNITED STATES	PEND/DROP	15281
DIGITAL LIGHT CONSOLE	07319-133001	78/798,846	25-Jan-06			UNITED STATES	PEND/DROP	15281
DIGITAL LUMINAIRE	07319-134001	78/547,286	13-Jan-05			UNITED STATES	PEND/DROP	13089
DIGI-LUMINAIRE - 78-547,298	[Removed from our list because it was abandoned; the USPTO site has it recorded as "DEAD".]							
ENTOLO	Pepe & Hazard	75/747,443		2,607,861	13-Aug-02	UNITED STATES	REGISTERED	
FAT BOY	07319-118001	78/788,834	10-Jan-06			UNITED STATES	ALLOWED	15281
FOURTH PHASE	Pepe & Hazard	76/047,024		2,564,444	23-Apr-02	UNITED STATES	REGISTERED	
FOURTH PHASE LOGO	Pepe & Hazard	76/115,376		2,595,593	16-Jul-02	UNITED STATES	REGISTERED	
ICON	07319-160001	77/078,897	09-Jan-07			UNITED STATES	PENDING	11
ICON (Stylized)	07319-016001	74/431,467	31-Aug-93	1,846,659	26-Jul-94	UNITED STATES	REGISTERED	11
ICON MINI	07319-047001	75/182,875	17-Oct-96	2,168,968	30-Jun-98	UNITED STATES	REGISTERED	11
INTELLI-DRIVE	Pepe & Hazard	74/680,040		2,101,893	30-Sep-97	UNITED STATES	REGISTERED	
LIGHT & SOUND DESIGN	07319-043001	75/182,856	17-Oct-96	2,263,939	27-Jul-99	UNITED STATES	REGISTERED	11
LIGHT & SOUND DESIGN								
FOURTH PHASE & Design	07319-107001	78/276,407	19-Jul-03	3,000,710	27-Sep-05	UNITED STATES	REGISTERED	15281
LSD/Fourth Phase Logo	07319-106001	78/276,406	19-Jul-03	2,988,943	30-Aug-05	UNITED STATES	REGISTERED	15281
MBOX	07319-104001	78/271,803	08-Jul-03	2,990,374	30-Aug-05	UNITED STATES	REGISTERED	15281
Mbox & Design	07319-105001	78/271,809	08-Jul-03	2,986,255	16-Aug-05	UNITED STATES	REGISTERED	15281
MBOX EXTREME	07319-128001	78/668,314	12-Jul-05	3,175,508	21-Nov-06	UNITED STATES	REGISTERED	15281
PRG (Logo)	Pepe & Hazard	75/829,603		2,583,014	18-Jun-02	UNITED STATES	REGISTERED	
PRG SERIES 400	07319-126001	78/672,914	18-Jul-05			UNITED STATES	ALLOWED	15281
STAGE COMMAND	Pepe & Hazard	75/585,113		2,328,562	14-Mar-00	UNITED STATES	REGISTERED	
STAGE COMMAND SYSTEM	Pepe & Hazard	74/056,980		1,733,960	17-Nov-92	UNITED STATES	REGISTERED	
SUN AND WAVE DESIGN	07319-135001	75/165,163	13-Sep-96	2,206,367	01-Dec-98	UNITED STATES	REGISTERED	42
VIRTUOSO	07319-122001	78/195,000	17-Jan-01	2,611,989	27-Aug-02	UNITED STATES	REGISTERED	9
VLPS	07319-121001	75/746,703	08-Jul-99	2,440,111	03-Apr-01	UNITED STATES	REGISTERED	41
VLPS Logo	07319-120001	78/441,073	16-Aug-02	2,848,666	01-Jun-04	UNITED STATES	REGISTERED	41
WESTSUN	07319-130001	75/165,798	13-Sep-96	2,206,370	01-Dec-98	UNITED STATES	REGISTERED	35, 42
WESTSUN SHOW SYSTEMS	07319-131001	75/142,580	31-Jul-96	2,322,675	29-Feb-00	UNITED STATES	REGISTERED	42

USA California State Only TM's - Not on the USPTO site

Obie	Pepe & Hazard	43592		43592	07/27/94	USA- California State	REGISTERED	
Obie	Pepe & Hazard	44162		44162	11/29/94	USA- California State	REGISTERED	
The Obie Company and design	Pepe & Hazard	43591		43591	07/27/94	USA- California State	REGISTERED	
The Obie Company and design	Pepe & Hazard	43953		43953	10/03/94	USA- California State	REGISTERED	



Trademark	F&R Reference	Application No.	Filing Date	Registration No.	Registration Date	Country	Status	Goods/Services
ICON	07319-058AU1	631048	30-May-94	631048	25-Jun-96	AUSTRALIA	REGISTERED	9
ICON	07319-058AU2	631049	30-May-94	631049	25-Jun-96	AUSTRALIA	REGISTERED	11
ICON	07319-058AU3	631050	30-May-94	631050	30-May-94	AUSTRALIA	REGISTERED	41
ICON	07319-058AT1	AM1812/97	03-Apr-97	177332	14-Aug-98	AUSTRIA	REGISTERED	11, 41, 9
ICON	07319-058FR1	94/522214	30-May-94	94522214	30-May-94	FRANCE	REGISTERED	011, 042, 009
ICON	07319-058DE1	L38541/11	30-May-94	2913894	20-Nov-97	GERMANY	REGISTERED	011, 036, 041, 009
ICON	07319-058ZA2	945333	27-May-94	945333	18-Dec-98	SOUTH AFRICA	REGISTERED	11
ICON	07319-058ZA3	94/5334	27-May-94	945334	18-Dec-98	SOUTH AFRICA	REGISTERED	41
ICON	07319-058ES3	1905776	30-May-94	1905776	05-Oct-95	SPAIN	REGISTERED	41
ICON	07319-058CH1	27251997	07-Apr-97	449247	16-Feb-98	SWITZERLAND	REGISTERED	11, 36, 41, 9
ICON	07319-058GB2	1555230	30-Nov-93	1555230	30-Nov-93	UNITED KINGDOM	REGISTERED	11
ICON	07319-058GB3	1555231	30-Nov-93	1555231	30-Nov-93	UNITED KINGDOM	REGISTERED	41
ICON (Stylized)	07319-016AT1	AM1770/97	01-Apr-97	173511	22-Jan-98	AUSTRIA	REGISTERED	39395
ICON (Stylized)	07319-016DE1	39713909	27-Mar-97	39713909	08-Jul-97	GERMANY	REGISTERED	11, 41, 9
ICON (Stylized)	07319-016CH1	30231997	16-Apr-97	453365	16-Apr-97	SWITZERLAND	REGISTERED	39395
ICON JAPAN	07319-064JP3	8127322	12-Nov-96	4436641	01-Dec-00	JAPAN	REGISTERED	42
LSD ICON	07319-024GB1	2056725	13-Feb-96	2056725	13-Feb-96	UNITED KINGDOM	REGISTERED	11, 41, 9
SKY-ART	07319-124GB1	2008823	26-Jan-95	2008823	26-Jan-05	UNITED KINGDOM	REG/DROP	11
VIRTUOSO	07319-125GB1	2048329	12-Dec-95	2048329	22-Sep-00	UNITED KINGDOM	REGISTERED	15585
VLPS	07319-121AR1	1776931	14-Sep-98	1776931	29-Feb-00	ARGENTINA	REG/DROP	41
VLPS	07319-121AU1	772381	07-Sep-98	772381	30-Apr-99	AUSTRALIA	REG/DROP	41
VLPS	07319-121BR1	821166891	27-Oct-98	821166891	11-Dec-01	BRAZIL	REG/DROP	41
VLPS	07319-121BR2	821166905	27-Oct-98	821166905	11-Dec-01	BRAZIL	REG/DROP	41
VLPS	07319-121CA1	1076146	25-Sep-00	TMA573,555	14-Jan-03	CANADA	REG/DROP	41
VLPS	07319-121CN1	9800130153	18-Nov-98	1383000	07-Apr-00	CHINA	REG/DROP	41
VLPS	07319-121EU1	924167	08-Sep-98	924167	05-Dec-01	EUROPEAN UNION (CTM)	REG/DROP	41
VLPS	07319-121JP1	1998-75711	07-Sep-98	4420880	29-Sep-00	JAPAN	REG/DROP	41
VLPS Logo	07319-120EU1	3147204	28-Apr-03	3147204	07-May-04	EUROPEAN UNION (CTM)	REG/DROP	41
VLPS Logo	07319-120JP1	2003-035517	01-May-03	4796161	20-Aug-04	JAPAN	REG/DROP	41
WASHLIGHT	07319-029AT1	AM1758/97	01-Apr-97	173509	22-Jan-98	AUSTRIA	REGISTERED	41, 42
WASHLIGHT	07319-029DE1	39713745	26-Mar-97	39713745	21-Jul-97	GERMANY	REGISTERED	41, 42, 9
WASHLIGHT	07319-029CH1	25301997	01-Apr-97	447251	22-Jan-98	SWITZERLAND	REGISTERED	11, 35, 36, 41
WASHLIGHT (Stylized)	07319-031AT1	AM1771/97	01-Apr-97	173510	22-Jan-98	AUSTRIA	REGISTERED	41, 42
WASHLIGHT (Stylized)	07319-031CH1	25311997	01-Apr-97	447272	30-Dec-97	SWITZERLAND	REGISTERED	11, 35, 36, 41
STAGE COMMAND	Pepe & Hazard			483848	9-Oct-97	Canada		
STAGE COMMAND	Pepe & Hazard			396 11 256.0	7-Mar-96	Germany		
STAGE COMMAND	Pepe & Hazard			4092835	12-Dec-97	Japan		
STAGE COMMAND	Pepe & Hazard			4106135	23-Jan-98	Japan		
STAGE COMMAND	Pepe & Hazard			2057713	22-Feb-96	UK		

**Schedule III**  
**Commercial Tort Claims**  
**(reasonable possibility of yielding net proceeds in excess of \$500,000)**

*None*

Exhibit A to the  
Guarantee and  
Collateral Agreement

SUPPLEMENT NO. [●] dated as of [●], to the Guarantee and Collateral Agreement dated as of August 17, 2007 (as amended, supplemented or otherwise modified from time to time, the "*Guarantee and Collateral Agreement*"), among PRODUCTION RESOURCE GROUP, L.L.C., a Delaware limited liability company (the "*Borrower*"), PRG HOLDINGS LLC, a Delaware limited liability company, ("*Holdings*"), the Domestic Subsidiaries (as defined therein) of the Borrower party thereto (each such Domestic Subsidiary individually a "*Subsidiary Guarantor*" and collectively, the "*Subsidiary Guarantors*"; the Subsidiary Guarantors, Holdings, and the Borrower are referred to collectively herein as the "*Grantors*") and GOLDMAN SACHS CREDIT PARTNERS L.P. (together with its affiliates, "*Credit Suisse*"), as administrative agent (in such capacity, the "*Administrative Agent*") for the Secured Parties (as defined therein).

A. Reference is made to the Credit Agreement dated as of August 17, 2007 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, Holdings, the lenders named therein (the "*Lenders*"), Goldman Sachs Credit Partners L.P., as Administrative Agent and GMAC Commercial Finance LLC as documentation agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement or the Guarantee and Collateral Agreement referred to therein, as applicable.

C. The Grantors have entered into the Guarantee and Collateral Agreement in order to induce the Lenders to make Loans and the Issuing Banks to issue Letters of Credit. Section 7.16 of the Guarantee and Collateral Agreement provides that additional Domestic Subsidiaries of the Loan Parties may become Subsidiary Guarantors and Grantors under the Guarantee and Collateral Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "*New Subsidiary*") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Subsidiary Guarantor and a Grantor under the Guarantee and Collateral Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Administrative Agent and the New Subsidiary agree as follows:

SECTION 1. In accordance with Section 7.16 of the Guarantee and Collateral Agreement, the New Subsidiary by its signature below becomes a Grantor and Subsidiary Guarantor under the Guarantee and Collateral Agreement with the same force and effect as if originally named therein as a Grantor and Subsidiary Guarantor and the New Subsidiary hereby (a) agrees to all the terms and provisions of the Guarantee and Collateral Agreement applicable

to it as a Grantor and Subsidiary Guarantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor and Subsidiary Guarantor thereunder are true and correct in all material respects on and as of the date hereof. In furtherance of the foregoing, the New Subsidiary, as security for the payment and performance in full of the Obligations (as defined in the Guarantee and Collateral Agreement), does hereby create and grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Subsidiary's right, title and interest in and to the Collateral (as defined in the Guarantee and Collateral Agreement) of the New Subsidiary. Each reference to a "Grantor", a "Grantor" or a "Subsidiary Guarantor" in the Guarantee and Collateral Agreement shall be deemed to include the New Subsidiary. The Guarantee and Collateral Agreement is hereby incorporated herein by reference.

SECTION 2. The New Subsidiary represents and warrants to the Administrative Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms except to the extent that enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally or by general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law).

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

SECTION 4. The New Subsidiary hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of (i) any and all Pledged Subsidiary Stock and Pledged Debt Securities now owned by the New Subsidiary, (ii) any and all Intellectual Property now owned by the New Subsidiary, and (iii) any and all Commercial Tort Claims held by the New Subsidiary that have a reasonable possibility of yielding proceeds in excess of \$2,500,000 and (b) set forth under its signature hereto, is the true and correct legal name of the New Subsidiary, its jurisdiction of formation and the location of its chief executive office.

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

SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Guarantee and Collateral Agreement shall not in any way be affected or impaired thereby (it being understood

that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 7.01 of the Guarantee and Collateral Agreement. All communications and notices hereunder to the New Subsidiary shall be given to it at the address set forth under its signature below.

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

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

[NAME OF NEW DOMESTIC SUBSIDIARY],

By: \_\_\_\_\_

Name:

Title:

Address:

Legal Name:

Jurisdiction of Formation:

GOLDMAN SACHS CREDIT PARTNERS L.P.,  
as Administrative Agent

By: \_\_\_\_\_

Name:

Title:

PLEDGED STOCK

<u>Issuer</u>	<u>Number of Certificate</u>	<u>Registered Owner</u>	<u>Number and Class of Equity Interests</u>	<u>Percentage of Equity Interests</u>
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PLEDGED DEBT SECURITIES

<u>Issuer</u>	<u>Principal Amount</u>	<u>Date of Note</u>	<u>Maturity Date</u>
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INTELLECTUAL PROPERTY

COMMERCIAL TORT CLAIMS