

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT															
NATURE OF CONVEYANCE:	SECURITY INTEREST															
CONVEYING PARTY DATA																
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>RYLA TELESERVICES, INC.</td> <td></td> <td>04/28/2010</td> <td>CORPORATION: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	RYLA TELESERVICES, INC.		04/28/2010	CORPORATION: DELAWARE								
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Bank of America, N.A., as Administrative Agent</td> </tr> <tr> <td>Street Address:</td> <td>333 S. Hope St., Suite 1300</td> </tr> <tr> <td>Internal Address:</td> <td>Attn: Portfolio Manager</td> </tr> <tr> <td>City:</td> <td>Los Angeles</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>90071</td> </tr> <tr> <td>Entity Type:</td> <td>national bank: UNITED STATES</td> </tr> </table>	Name:	Bank of America, N.A., as Administrative Agent	Street Address:	333 S. Hope St., Suite 1300	Internal Address:	Attn: Portfolio Manager	City:	Los Angeles	State/Country:	CALIFORNIA	Postal Code:	90071	Entity Type:	national bank: UNITED STATES		
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CORRESPONDENCE DATA																
<p>Fax Number: (213)443-2926</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 213-617-5493</p> <p>Email: jcravitz@sheppardmullin.com</p> <p>Correspondent Name: Sheppard, Mullin, Richter & Hampton LLP</p> <p>Address Line 1: 333 S. Hope St., 48th Floor</p> <p>Address Line 2: Attn: J. Cravitz</p> <p>Address Line 4: Los Angeles, CALIFORNIA 90071</p>																
ATTORNEY DOCKET NUMBER:	0BN1-150791															

CH \$115.00 3049395

900160895

TRADEMARK
REEL: 004195 FRAME: 0929

NAME OF SUBMITTER:	Julie Cravitz
Signature:	/julie cravitz/
Date:	04/29/2010

Total Attachments: 56

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INSTRUMENT OF JOINDER
(Guarantor Security Agreement)

THIS INSTRUMENT OF JOINDER ("Joinder") is executed as of April 28, 2010, by Ryla Teleservices, Inc., a Delaware corporation ("Joining Party"), and delivered to Bank of America, N.A., as Administrative Agent ("Administrative Agent"), pursuant to the Security Agreement dated as of September 30, 2009 made by Alorica Asia LLC, a Nevada limited liability company, Alorica Central, LLC, a Nevada limited liability company, Alorica Northeast LLC, a Nevada limited liability company, Alorica Southwest LLC, a Nevada limited liability company, and all other Grantors who later became a party thereto, in favor of the Secured Party described therein (as amended, extended, renewed, supplemented or otherwise modified from time to time, the "Security Agreement"). Terms used but not defined in this Joinder shall have the meanings given to those terms in the Security Agreement. A copy of the Security Agreement is attached hereto as Exhibit A.

RECITALS

(a) The Security Agreement was made by Grantors in favor of the Secured Party described therein in connection with that certain Credit Agreement dated as of September 30, 2009 (as amended, extended, renewed, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Alorica Inc., a California corporation, as borrower ("Borrower"), each of the Lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent.

(b) Joining Party has become a Domestic Subsidiary of a Loan Party, and as such is required pursuant to Section 6.13 of the Credit Agreement to become a Grantor under the terms and conditions of the Security Agreement.

(c) Joining Party expects to realize direct and indirect benefits as a result of the availability to Borrower of the credit facilities under the Credit Agreement.

NOW THEREFORE, Joining Party agrees as follows:

AGREEMENT

(1) By this Joinder, Joining Party becomes a "Grantor" under and pursuant to Section 28 of the Security Agreement. Joining Party agrees that, upon its execution hereof, it will become a Grantor under the Security Agreement with respect to all of its Collateral (as defined in the Security Agreement), including, without limitation, the Collateral described in the Schedules attached hereto and by this reference made a part hereof, and with respect to all Secured Obligations (as defined in the Security Agreement), and will be bound by all terms, conditions, and duties applicable to a Grantor under the Security Agreement.

(2) Concurrently with the execution hereof, Joining Party shall cause to be pledged and delivered to Administrative Agent for the benefit of Secured Party the Pledged Debt and Certificates evidencing the Equity Interests of the Subsidiaries listed on Schedule 1 hereto, or as otherwise required under the Security Agreement. All Certificates and Pledged Debt delivered to Administrative Agent for the benefit of Secured Party shall be in suitable form

for transfer by delivery, or shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to Secured Party. All Certificates delivered pursuant to this Joinder shall be considered "Pledged Securities" as defined in the Security Agreement.

(3) The effective date of this Joinder is April 28, 2010.

"Joining Party"

RYLA TELESERVICES, INC.,
a Delaware corporation

By: [Signature]
Name: JACK POLLOCK
Title: CFO

ACKNOWLEDGED:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____
Name: _____
Title: _____

for transfer by delivery, or shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to Secured Party. All Certificates delivered pursuant to this Joinder shall be considered "Pledged Securities" as defined in the Security Agreement.

(3) The effective date of this Joinder is _____, 2010.

"Joining Party"

RYLA TELESERVICES, INC.,
a Delaware corporation


By: _____

Name: _____

Title: _____

ACKNOWLEDGED:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 

Name: BANORBE M. PARIKH

Title: VP

SCHEDULE 1 TO
INSTRUMENT OF JOINDER

Pledged Securities

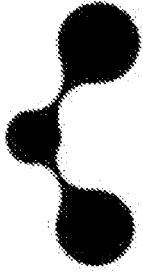
None.

Pledged Debt

None.

SCHEDULE 2 TO
INSTRUMENT OF JOINDER

Existing and Pending Trademarks

OWNER	COUNTRY	TRADEMARK	REGISTRATION NO.	SERIAL NUMBER	FILING / REGISTRATION DATE
Ryla Teleservices, Inc.	United States	Excellent Interactions Every Time	3049395	78456982	01/24/2006
Ryla Teleservices	United States		3053605	78456980	01/31/2006
Ryla Teleservices	United States	Ryla Teleservices	3058777	78456960	02/14/2006
Ryla Teleservices	United States	Ryla	3040605	78456945	01/20/2006

SCHEDULE 3 TO
INSTRUMENT OF JOINDER

Existing and Pending Patents

None.

SCHEDULE 4 TO
INSTRUMENT OF JOINDER

Existing and Pending Copyrights

None.

SCHEDULE 5 TO
INSTRUMENT OF JOINDER

Commercial Tort Claims

None.

SCHEDULE 6 TO
INSTRUMENT OF JOINDER

Licenses and Other Intellectual Property

None.

SCHEDULE 7 TO
INSTRUMENT OF JOINDER

Letters of Credit

None.

EXHIBIT A TO
INSTRUMENT OF JOINDER

SECURITY AGREEMENT

(See Attached)

SECURITY AGREEMENT

This SECURITY AGREEMENT (as amended, extended, renewed, supplemented or otherwise modified from time to time, this "Agreement"), dated as of September 30, 2009, is made by each of the Persons listed on the signature pages hereto, together with each other Person who may become a party hereto pursuant to Section 28 of this Agreement (each a "Grantor" and collectively, "Grantors"), jointly and severally in favor of Secured Party (as defined below), with reference to the following facts:

RECITALS

A. Pursuant to the Credit Agreement of even date herewith by and among Alorica Inc., a California corporation ("Borrower"), each lender from time to time party thereto (collectively, "Lenders"), and Bank of America, N.A., as Administrative Agent ("Administrative Agent") (as the same may be amended, extended, renewed, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lenders have agreed to extend certain credit facilities to Borrower.

B. Pursuant to the Guaranty of even date herewith made by Grantors in favor of Secured Party (as the same may be amended, extended, renewed, supplemented or otherwise modified from time to time, the "Guaranty"), Grantors have guaranteed, among the other obligations described therein, the Obligations of Borrower under the Credit Agreement and other Loan Documents.

C. The Credit Agreement provides, as a condition to the availability of the credit facilities referred to above, that Grantors shall enter into this Agreement and shall grant security interests to Secured Party as herein provided.

D. Each Grantor expects to realize direct and indirect benefits as a result of the availability of the aforementioned credit facilities to Borrower, as the result of financial or business support which will be provided to such Grantor by Borrower.

AGREEMENT

NOW, THEREFORE, in order to induce Lenders to extend the aforementioned credit facilities, and for other good and valuable consideration, the receipt and adequacy of which hereby are acknowledged, Grantors hereby jointly and severally represent, warrant, covenant, agree, assign and grant as follows:

1. Definitions. This Agreement is the "Subsidiary Security Agreement" referred to in the Credit Agreement. This Agreement is one of the "Loan Documents" referred to in the Credit Agreement. Terms defined in the Credit Agreement and not otherwise defined in this Agreement shall have the meanings defined for those terms in the Credit Agreement. Terms defined in the California Commercial Code (the "CCC") and not otherwise defined in this Agreement or in the Credit Agreement shall have the meanings defined for those terms in the CCC. As used in this Agreement, the following terms shall have the meanings respectively set forth after each:

"Certificates" means all certificates, instruments or other documents now or hereafter representing or evidencing any Pledged Securities.

"Collateral" means and includes all present and future right, title and interest of Grantors, or any one or more of them, in or to any property or assets whatsoever, whether now or hereafter acquired and wherever the same may from time to time be located, and all rights and powers of Grantors, or any one or more of them, to transfer any interest in or to any property or assets whatsoever, including, without limitation, any and all of the following property:

(a) All present and future accounts, accounts receivable, agreements, contracts, leases, contract rights, payment intangibles, rights to payment, instruments, documents, chattel paper (whether tangible or electronic), promissory notes, security agreements, guaranties, letters of credit, letter-of-credit rights, undertakings, surety bonds, insurance policies (whether or not required by the terms of the Loan Documents), notes and drafts, and all forms of obligations owing to any Grantor or in which any Grantor may have any interest, however created or arising and whether or not earned by performance;

(b) All present and future general intangibles, all tax refunds of every kind and nature to which any Grantor now or hereafter may become entitled, however arising, all other refunds, and all deposits, credits, reserves, loans, royalties, cost savings, deferred payments, goodwill, choses in action, liquidated damages, rights to indemnification, Trade Secrets, computer programs, software, computer printouts, tapes, disks and related data processing software and similar items, customer and supplier lists, blueprints, technical specifications, manuals and other documents, licenses, permits, copyrights, technology, processes, proprietary information, insurance proceeds of which any Grantor is a beneficiary; all present and future: (i) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all prints and labels on which said trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired appear, have appeared, or will appear, and all designs and general intangibles of a like nature, all applications, registrations, and recordings relating to the foregoing in the United States Patent and Trademark Office ("USPTO") or in any similar office or agency of the United States of America, any state thereof, or any political subdivision thereof, or in any other countries, and all reissues, extensions, and renewals thereof, including, without limitation, those registered and applied-for trademarks, terms, designs and applications described in Schedule 1 attached hereto and made a part hereof (collectively, the "Trademarks"), and (ii) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks (that portion of the Collateral described in the foregoing clauses (i) and (ii) is referred to herein as the "Trademark Collateral"); and all present and future: patents, letters patent, all inventions and improvements described

and claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein, in each case whether foreign or domestic, applications, registrations, and recordings relating to such patents in the USPTO or in any similar office or agency of the United States of America, any state thereof, or any political subdivision thereof, or in any other countries, and all reissues, extensions, and renewals thereof, including, without limitation, those patents and applications, registrations and recordings described in Schedule 2 attached hereto and made a part hereof (collectively, the "Patents"); and all present and future: copyrights, rights and interests in copyrights, works protectable by copyright, all copyright rights in any work subject to the copyright laws of the United States of America or any other country, whether as author, assignee, transferee or otherwise, copyright registrations and copyright applications, including registrations, recordings, supplemental registrations and pending applications for registration, in each case whether foreign or domestic, and United States, state and international registrations of the foregoing, and all reissues, extensions and renewals of the foregoing, including, without limitation, those listed on Schedule 4 hereto (collectively, the "Copyrights"), together with all income, royalties, damages, fees, claims and payments now or hereafter due and/or payable with respect to the foregoing; the right to sue for past, present and future infringements of rights in copyrights, all goodwill of Grantors related thereto, and any and all proceeds of any of the foregoing, including, but not limited to, any and all proceeds of licensing thereof (collectively, with the Copyrights, the "Copyright Collateral"), together with all Licenses (the Licenses, collectively with the Trademark Collateral, the Patents, the Copyright Collateral and the Trade Secrets, the "IP Collateral") and all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to the IP Collateral;

(c) All present and future deposit accounts of any Grantor, including, without limitation, any demand, time, savings, passbook or like account maintained by any Grantor with any bank, savings and loan association, credit union or like organization, and all money, cash and cash equivalents of any Grantor, whether or not deposited in any such deposit account;

(d) All present and future books and records, including, without limitation, books of account and ledgers of every kind and nature, all electronically recorded data, proprietary technical and business information, know how, show how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises in each case relating to each Grantor or the business thereof, all receptacles and containers for such records, and all files and correspondence;

(e) All present and future goods, including, without limitation, all consumer goods, farm products, inventory, equipment, catalogs, machinery, tools, molds, dies, furniture, furnishings, fixtures, trade fixtures, motor vehicles and all other goods used in connection with or in the conduct of each Grantor's business, including all goods as defined in Section 9102(44) of the CCC;

(f) All present and future inventory and merchandise, including, without limitation, all present and future goods held for sale or lease or to be furnished

under a contract of service, all raw materials, work in process and finished goods, all packing materials, supplies and containers relating to or used in connection with any of the foregoing, and all bills of lading, warehouse receipts or documents of title relating to any of the foregoing;

(g) All present and future stocks, bonds, debentures, securities (whether certificated or uncertificated), securities entitlements, securities accounts, commodity contracts, commodity accounts, subscription rights, options, warrants, puts, calls, certificates, investment property, partnership interests, limited liability company membership or other interests, joint venture interests, certificates of deposit, Investments and/or brokerage accounts, including all Pledged Collateral, and all rights, preferences, privileges, dividends, distributions, redemption payments, or liquidation payments with respect thereto;

(h) All present and future accessions, appurtenances, components, repairs, repair parts, spare parts, replacements, substitutions, additions, issue and/or improvements to or of or with respect to any of the foregoing;

(i) All other present and future tangible and intangible property of any Grantor;

(j) All commercial tort claims, including, without limitation, those listed on Schedule 5 hereto.

(k) All present and future rights, remedies, powers and/or privileges of any Grantor with respect to any of the foregoing, including the right to make claims thereunder or with respect thereto; and

(l) Any and all proceeds and products of any of the foregoing, including, without limitation, all money, accounts, payment intangibles, general intangibles, deposit accounts, promissory notes, documents, instruments, certificates of deposit, chattel paper, goods, insurance proceeds, claims by Grantors against third parties for past, present and future infringement of the IP Collateral or any license with respect thereto, and any other tangible or intangible property received upon the sale or disposition of any of the foregoing.

Notwithstanding the foregoing, the Collateral shall not include more than the Foreign Pledge Percentage of the issued and outstanding Equity Interests entitled to vote (within the meaning of Treas. Reg. Section 1.956-2(c)(2)) of any Foreign Subsidiary.

"Commercial Tort Claims" means, with respect to each Grantor, all commercial tort claims asserted by it, or on its behalf, in writing to which it has any right, title or interest and of which it is aware.

"Distribution" means any dividend or other distribution (whether in cash, securities or other property) with respect to any capital stock or other Equity Interest of any Person, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition,

cancellation or termination of any such capital stock or other Equity Interest or on account of any return of capital to such Person's stockholders, partners or members (or the equivalent Person thereof).

"Foreign Pledge Percentage" means 65% or such greater percentage that, due to a change in applicable law after the date hereof, (i) could not reasonably be expected to cause the undistributed earnings of a Foreign Subsidiary as determined for U.S. federal income tax purposes to be treated as a deemed dividend to such Foreign Subsidiary's U.S. parent and (ii) could not reasonably be expected to cause any material adverse tax consequences.

"Issuer" means any issuer of any Pledged Securities.

"License" means, with respect to any Grantor, all of such Grantor's right, title, and interest in and to (a) any and all licensing agreements or similar arrangements in and to its Patents, Copyrights, Trade Secrets, or Trademarks, (b) all income, royalties, damages, claims, and payments now or hereafter due or payable thereunder and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (c) all rights to sue for past, present, and future breaches thereof.

"Pledged Collateral" means any and all property of any Grantor now or hereafter pledged and delivered to Secured Party pursuant to this Agreement, and includes without limitation (a) the Pledged Securities and any Certificates representing or evidencing the same, (b) the Pledged Debt, (c) all proceeds and products of any of the foregoing, (d) any and all collections, Distributions, cash, instruments, interest or premiums with respect to any of the foregoing and (e) any and all rights, titles, interests, privileges, benefits and preferences appertaining or incidental to any of the foregoing.

"Pledged Debt" means all debt owed or owing to any Grantor and not held in a securities account or otherwise through a securities intermediary, including all such debt described on Schedule 3, all instruments, chattel caper or other documents, if any, representing or evidencing such debt, and all interest, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such debt.

"Pledged Securities" means (a) any and all Equity Interests in the Subsidiaries of each Grantor now or hereafter owned by any Grantor, including any interest of any Grantor in the entries on the books of any securities intermediary or financial intermediary pertaining thereto (the existing Subsidiaries of Grantors are listed on Schedule 3), (b) any and all Equity Interests now or hereafter issued in substitution, exchange or replacement therefor, or with respect thereto, and (c) any and all warrants, options or other rights to subscribe to or acquire any additional Equity Interests in the Subsidiaries owned by any Grantor; provided that, notwithstanding the foregoing, Pledged Securities shall not include more than the Foreign Pledge Percentage of any Equity Interests entitled to vote (within the meaning of Treas. Reg. Section 1.956-2(c)(2)) in a Foreign Subsidiary.

"Secured Obligations" means with respect to each Grantor, (a) any and all present and future Obligations of any type or nature of such Grantor at any time or from time to time

owed to Secured Party under the Guaranty and (b) any and all present and future Obligations of any type or nature of such Grantor at any time or from time to time owed to Secured Party under the Loan Documents, the Secured Cash Management Agreements and the Secured Swap Contracts, and any one or more of them, whether due or to become due, matured or unmatured, liquidated or unliquidated, or contingent or noncontingent, including obligations of performance as well as obligations of payment, and including interest that accrues after the commencement of any proceeding under any Debtor Relief Law by or against Borrower, any Grantor or any other Person.

"Secured Party" means collectively, Administrative Agent (for itself and in its capacity as the Administrative Agent), Lenders, the L/C Issuer, the Hedge Banks, the Cash Management Banks and each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to Section 9.05 of the Credit Agreement, and each of them, and any one or more of them. Subject to the terms of the Credit Agreement, any right, remedy, privilege or power of Secured Party shall be exercised by Administrative Agent.

"Trade Secrets" means all trade secrets and all other confidential or proprietary information and know how now or hereafter owned or used in, or contemplated at any time for use in, the business of any Grantor, whether or not such trade secret, other confidential or proprietary information or know how has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to such trade secret, other confidential or proprietary information or know how, the right to sue for any past, present and future infringement of any trade secret, other confidential or proprietary information or know how, and all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit.

2. Further Assurances. At any time and from time to time at the request of Secured Party, each Grantor shall execute and deliver to Administrative Agent all such financing statements and other instruments and documents in form and substance satisfactory to Secured Party as shall be necessary or desirable to fully perfect, when filed and/or recorded, Secured Party's security interests granted pursuant to Section 3 of this Agreement. At any time and from time to time, Administrative Agent shall be entitled to file and/or record any or all such financing statements, instruments and documents held by it, and any or all such further financing statements, documents and instruments, and to take all such other actions, as Secured Party may deem appropriate to perfect and to maintain perfected the security interests granted in Section 3 of this Agreement. Before and after the occurrence of any Event of Default, at Secured Party's request, each Grantor shall execute and deliver all such further financing statements, instruments and documents, and shall do all such further acts and things, as may be deemed necessary or desirable by Secured Party to create and perfect, and to continue and preserve, an indefeasible security interest in the Collateral in favor of Secured Party, or the priority thereof. With respect to any Collateral consisting of certificated securities, instruments, documents, certificates of title or the like, as to which Secured Party's security interest need be perfected by, or the priority thereof need be assured by, possession of such Collateral, Grantors will upon demand of Secured Party deliver possession of same in pledge to Administrative Agent for the benefit of Secured Party with, upon Secured Party's request, appropriate notations satisfactory to Secured Party disclosing that such Collateral is subject to Secured Party's interests. With respect to any Collateral consisting of securities, instruments, partnership or joint venture interests or the like,

Grantors hereby consent and agree that the issuers of, or obligors on, any such Collateral, or any registrar or transfer agent or trustee for any such Collateral, shall be entitled to accept the provisions of this Agreement as conclusive evidence of the right of Secured Party to effect any transfer or exercise any right hereunder or with respect to any such Collateral, notwithstanding any other notice or direction to the contrary heretofore or hereafter given by any Grantor or any other Person to such issuers or such obligors or to any such registrar or transfer agent or trustee.

3. Security Agreement. For valuable consideration, Grantors and each of them hereby assign and pledge to Secured Party, and grant to Secured Party a security interest in, all presently existing and hereafter acquired Collateral, as security for the timely payment and performance of all of the Secured Obligations. Collateral may be released from this Agreement pursuant to Sections 5 and 29 of this Agreement. This Agreement is a continuing and irrevocable agreement and all the rights, powers, privileges and remedies hereunder shall apply to any and all Secured Obligations, including those arising under successive transactions which shall either continue the Secured Obligations, increase or decrease them, or from time to time create new Secured Obligations after all or any prior Secured Obligations have been satisfied, and notwithstanding the bankruptcy of Borrower, any Grantor or any other Person or any other event or proceeding affecting any Person.

4. Delivery of Certain Pledged Collateral and Pledged Debt. On or before the Closing Date, each Grantor shall cause to be pledged and delivered to Administrative Agent for the benefit of Secured Party the Certificates evidencing the Equity Interests listed on Schedule 3 hereto and any certificate or instrument constituting other investment property or Pledged Debt, each of which has been listed on Schedule 3 hereto. Following the Closing Date, each Grantor will promptly notify Administrative Agent of the creation of any Certificates and any certificate or instrument constituting investment property or Pledged Debt and deliver such Certificates, investment property and Pledged Debt to Administrative Agent for the benefit of Secured Party within 5 Business Days of their creation. All Certificates, investment property and Pledged Debt at any time delivered to Secured Party shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to Secured Party. Secured Party shall hold all Certificates, investment property and Pledged Debt pledged hereunder pursuant to this Agreement unless and until released in accordance with Section 5 of this Agreement.

5. Release of Pledged Collateral. Collateral that is required to be released from the pledge and security interest created by this Agreement in order to permit any Grantor to consummate any disposition of stock or assets, merger, consolidation, amalgamation, acquisition, or dividend payment or distribution that such Grantor is entitled to consummate pursuant to the Loan Documents, if any, shall be so released by Secured Party at such times and to the extent necessary to permit such Grantor to consummate such permitted transactions promptly following Administrative Agents receipt of written request therefor by such Grantor specifying the purpose for which release is requested and such further certificates or other documents as Secured Party shall request in its discretion to confirm that such Grantor is permitted to consummate such transaction in accordance with the Loan Documents and to confirm Secured Party's replacement Lien on appropriate collateral (unless replacement collateral is not required pursuant to the Loan Documents). Any request for any permitted release shall be transmitted to Administrative Agent for the benefit of Secured Party. Secured Party, at the

expense of Grantors, promptly shall redeliver all Certificates, investment property and Pledged Debt, and shall execute and deliver to Grantors all documents requested by Grantors that are in each case reasonably necessary to release Collateral of record whenever Grantors shall be entitled to the release thereof in accordance with this Section.

6. Grantors' Representations, Warranties and Agreements. Each Grantor represents, warrants and agrees that: (a) such Grantor owns the Collateral in which such Grantor is purporting to grant a security interest to Secured Party free and clear of any Lien except as expressly permitted by the Credit Agreement, (b) such Grantor owns the sole, full and clear title to all of the existing Collateral in which such Grantor is purporting to grant a security interest to Secured Party and such Grantor has the right and power to grant the security interests granted hereunder in the Collateral; (c) such Grantor has the right and power to pledge the Collateral and grant a security interest in the Collateral owned by such Grantor to Secured Party without the consent, approval or authorization of, or notice to, any Person (other than such consents, approvals, authorization or notices which have been obtained or given prior to the date hereof) and such pledge and security interest constitutes the valid, binding and enforceable obligation of such Grantor, enforceable against such Grantor in accordance with the terms hereof and the other Loan Documents, except as enforcement may be limited by Debtor Relief Laws or equitable principles relating to the granting of specific performance and other equitable remedies as a matter of judicial discretion; (d) all Equity Interests that constitute a portion of the Pledged Collateral are duly authorized, validly issued in accordance with all applicable laws, fully paid and non-assessable, and represent one hundred percent (100%) of the Equity Interests owned by Grantors in the applicable Subsidiary other than a Foreign Subsidiary and represent the Foreign Pledge Percentage of the Equity Interests in each Foreign Subsidiary; (e) except as specifically permitted under the Loan Documents, such Grantor will not (i) sell, assign, exchange, transfer, or otherwise dispose of, or contract to sell, assign, exchange, transfer, or otherwise dispose of, or grant any option with respect to, any of the Collateral, (ii) create or permit to exist any Lien upon or with respect to any of the Collateral, except for Liens permitted pursuant to the Credit Agreement, or (iii) take any action with respect to the Collateral which is inconsistent with the provisions or purposes of this Agreement or any other Loan Document; (f) each Grantor will pay, prior to delinquency, all taxes, charges, Liens and assessments against the portion of the Collateral owned by it, except such as are timely contested in good faith, and upon its failure to pay or so contest such taxes, charges, Liens and assessments, Secured Party at its option may pay any of them, and Secured Party shall be the sole judge of the legality or validity thereof and the amount necessary to discharge the same; (g) the Collateral will not be used for any unlawful purpose or in violation of any law, regulation or ordinance, nor used in any way that will void or impair any insurance required to be carried in connection therewith; (h) such Grantor will, to the extent consistent with good business practice in its industry, keep the portion of the Collateral owned by it in reasonably good repair, working order and condition, and from time to time make all needful and proper repairs, renewals, replacements, additions and improvements thereto and, as appropriate and applicable, will otherwise deal with such portion of the Collateral in all such ways as are considered good practice by owners of like property; (i) such Grantor will take all reasonable steps to preserve and protect the portion of the Collateral owned by it, including, with respect to the IP Collateral, the filing of any renewal affidavits and applications; (j) as of the date hereof, Grantors have no Trademarks registered, or subject to pending applications, in the USPTO, or to the best knowledge of Grantors, any similar office or agency in the United States of America other than those described in Schedule 1 attached hereto; (k) as of the date hereof,

Grantors have no Patents registered, or subject to pending applications, in the USPTO, or to the best knowledge of Grantors, any similar office or agency in the United States of America other than those described in Schedule 2 attached hereto; (l) to the best of Grantors' knowledge there are no actions, suits, proceedings or investigations pending or threatened in writing against any Grantor before any governmental authority which could reasonably be expected to cause any portion of the IP Collateral to be adjudged invalid or unenforceable, in whole or in part; (m) such Grantor shall not file any application for the registration of a Patent, Trademark or Copyright with the USPTO, USCO (as defined below) or any similar office or agency in the United States of America, or any State therein, unless such Grantor promptly thereafter notifies Administrative Agent of such action; (n) such Grantor has not abandoned any Patent, Trademark or Copyright, and such Grantor will not do any act, or omit to do any act, whereby any Patent, Trademark or Copyright may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable unless permitted by the Credit Agreement or such Grantor has obtained the written consent of Administrative Agent; (o) such Grantor shall promptly notify Administrative Agent promptly if it knows or has reason to know of any reason why any applicable registration or recording of any Patent, Trademark or Copyright of any material value may become abandoned, canceled, invalidated, or unenforceable; (p) subject to the preceding limitations respecting immaterial Patents, Trademarks or Copyrights, Grantor will render any assistance, as Secured Party may reasonably determine is necessary, to Secured Party in any proceeding before the USPTO, the USCO, any federal or state court, or any similar office or agency in the United States of America, or any State therein, to maintain any Patent, Trademark or Copyright and to protect Secured Party's security interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings; (q) such Grantor will promptly notify Administrative Agent if such Grantor learns of any use by any Person of any term or design likely to cause confusion with any of the Trademarks which are material to such Grantor's business, or of any use by any Person of any other process or product which infringes upon any of the Trademarks in a manner which is material to such Grantor's business, and if requested by Secured Party, such Grantor, at its expense, shall join with Secured Party in such action as Secured Party in Secured Party's discretion may reasonably deem advisable for the protection of Secured Party's interest in and to the Trademarks; (r) such Grantor assumes all responsibility and liability arising from the use of the IP Collateral, and such Grantor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted, or sold by any Grantor (or any affiliate or Subsidiary thereof) in connection with any IP Collateral or out of the manufacture, promotion, labeling, sale, or advertisement of any such product by any Grantor or any affiliate or Subsidiary thereof; (s) such Grantor shall promptly notify Administrative Agent in writing of any adverse determination in any proceeding in the USPTO, USCO, or any other foreign or domestic governmental authority, court or body, such Grantor becomes aware of regarding such Grantor's claim of ownership in any of the Trademarks, Patents or Copyrights, and in the event of any infringement of any Trademarks, Patents or Copyrights owned by such Grantor by a third party which is material to such Grantor's business, such Grantor shall promptly notify Administrative Agent of such infringement and sue for and diligently pursue damages for such infringement, and if such Grantor shall fail to take such action within one (1) month after such notice is given to Administrative Agent, Secured Party may, but shall not be required to, itself take such action in the name of such Grantor, and such Grantor hereby appoints

Administrative Agent for the benefit of Secured Party the true and lawful attorney of such Grantor, for it and in its name, place and stead, on behalf of such Grantor, solely, without limitation on any other rights of Secured Party under this Agreement, to commence judicial proceedings in any court or before any other tribunal to enjoin and recover damages for such infringement, any such damages due to such Grantor, net of costs and reasonable attorneys' fees, to be applied to the Secured Obligations; (t) such Grantor will maintain, with responsible insurance companies, insurance covering the Collateral against such insurable losses as is required by the Credit Agreement and as is consistent with sound business practice, and will cause Administrative Agent (for the benefit of Secured Party) to be designated as loss payee (as customary for secured parties based on the type of insurance) with respect to all insurance (whether or not required by the Credit Agreement), will obtain the written agreement of the insurers that such insurance shall not be cancelled, terminated or materially modified to the detriment of Secured Party without at least 30 days' prior written notice to Administrative Agent, and will furnish copies of such insurance policies or certificates to Administrative Agent promptly upon request therefor and will otherwise comply with the terms and provisions of the Credit Agreement with respect to such insurance coverage; (u) such Grantor will promptly notify Administrative Agent in writing in the event of any material damage to the Collateral (considered as a whole) from any source whatsoever, and, except for the disposition of collections and other proceeds of the Collateral permitted by Section 9 hereof, Grantor will not remove or permit to be removed any part of the Collateral from its places of business without the prior written consent of Administrative Agent, except for such items of the Collateral as are removed in the ordinary course of business or in connection with any transaction or disposition otherwise permitted by the Loan Documents; (v) in the event any Grantor changes its name or its address as either are set forth herein or in the Credit Agreement, such Grantor will notify Administrative Agent of such name and/or address change promptly, but in any event, within thirty (30) days after such change; (w) as of the date hereof, none of Grantors has any Copyrights registered with the United States Copyright Office ("USCO"), or any similar office or agency in the United States of America, or elsewhere other than those described in Schedule 4 attached hereto; (x) each Grantor authorizes Administrative Agent to modify this Agreement by amending the Schedules hereto to include any new IP Collateral, renewal thereof or any IP Collateral applied for and obtained hereafter; and each Grantor shall, upon request of Secured Party from time to time execute and deliver to Administrative Agent for the benefit of Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the assignment of a security interest in each such IP Collateral; (y) as of the date hereof, such Grantor has no Commercial Tort Claims other than those described in Schedule 5 attached hereto and such Grantor hereby covenants and agrees that it shall provide Administrative Agent with prompt written notice of each Commercial Tort Claim, and any judgment, settlement or other disposition thereof and will take such action as the Secured Party may request to grant and perfect a security interest therein in favor of the Secured Party; (z) as of the date hereof, Schedule 6 attached hereto sets forth each of the material Licenses, in each case included in the Collateral owned or held by or on behalf of such Grantor, and all other material intellectual property of each Grantor, other than the intellectual property otherwise set forth in the Schedules hereto; (aa) as of the date hereof, Schedule 7 attached hereto sets forth each letter of credit giving rise to a letter of credit right included in the Collateral owned or held by or on behalf of such Grantor; and (bb) with respect to the Copyright Collateral, each Grantor shall, at its sole expense, do, make, execute and deliver all such additional and

further acts, things, deeds, assurances, and instruments, in each case in form and substance satisfactory to Secured Party, relating to the creation, validity, or perfection of the security interests provided for in this Agreement under 35 U.S.C. Section 261, 15 U.S.C. Section 1051 et seq., 17 U.S.C. Sections 101, 201 et seq., the CCC or other law of the United States of America, the State of California, other States or any other domestic or foreign jurisdiction as Secured Party may from time to time reasonably request, and shall take all such other action as Secured Party may reasonably require to perfect Secured Party's security interest in any of the Copyright Collateral and to completely vest in and assure to Secured Party its rights hereunder in any of the Copyright Collateral, and each Grantor hereby irrevocably authorizes Administrative Agent or its designee, at such Grantor's expense, to execute such documents, and file such financing statements with respect thereto with or without such Grantor's signature, as Secured Party may reasonably deem appropriate. In the event that any recording or refiling (or the filing of any statement of continuation or assignment of any financing statement) or any other action, is required at any time to protect and preserve such security interests in the Copyright Collateral, Grantors shall, at their sole cost and expense, cause the same to be done or taken at such time and in such manner as may be necessary where material to Grantors' business and as may be reasonably requested by Secured Party. Each Grantor further authorizes Administrative Agent for the benefit of Secured Party to have this or any other similar agreement recorded or filed with the USCO, USPTO or other appropriate federal, state or foreign government office. Each Grantor hereby agrees that if any Collateral that is Pledged Securities, Pledged Debt or other investment property (other than investment property held in a securities account) is at any time not evidenced by certificates of ownership, then it shall (A) cause the issuer thereof to execute and deliver to the Administrative Agent for the benefit of Secured Party an acknowledgment of the pledge, and (B) if necessary to perfect a security interest in such Pledged Securities, Pledged Debt or other investment property, cause such pledge to be recorded on the equityholder register or the books of the issuer, execute any customary pledge forms or other documents necessary or appropriate to complete the pledge and give the Administrative Agent for the benefit of Secured Party the right to transfer such Pledged Securities, Pledged Debt or other investment property under the terms hereof.

7. Deposit and Securities Accounts. For each deposit account and securities account included in the Collateral that any Grantor at any time opens or maintains, such Grantor shall, at Secured Party's request and option, cause the depositary bank or applicable financial institution to agree to comply at any time with instructions from Administrative Agent to such depositary bank or applicable financial institution directing the disposition of funds or other Collateral from time to time credited to such deposit account or securities account, as applicable, without further consent of such Grantor, pursuant to an agreement in form and substance acceptable to Secured Party. Without limitation on the foregoing, Administrative Agent for the benefit of Secured Party shall also have the right at any time, whether or not an Event of Default shall have occurred or be continuing, to make inquiry of each applicable depositary institution or applicable financial institution at which a deposit account or securities account is maintained to verify the account balance of such account.

8. Secured Party's Rights Regarding Collateral. At any time (whether or not an Event of Default has occurred), and without notice or demand and at the expense of each Grantor, Administrative Agent for the benefit of Secured Party may, to the extent it may be necessary or desirable to protect the security hereunder, but Secured Party shall not be obligated

to at all reasonable times on reasonable notice, enter upon any premises on which Collateral is situated and examine the same. At any time and from time to time, at the expense of each Grantor, Administrative Agent for the benefit of Secured Party may, to the extent it may be necessary or desirable to protect the security hereunder, but Secured Party shall not be obligated to: (i) notify obligors on the Collateral that the Collateral has been assigned to Secured Party; and (ii) at any time and from time to time request from obligors on the Collateral, in the name of any Grantor or in the name of Secured Party, information concerning the Collateral and the amounts owing thereon. The foregoing power of attorney is limited to the foregoing scope, is limited in duration to be coterminous with this Agreement, and is coupled with an interest and is irrevocable. Each Grantor shall maintain books and records pertaining to the Collateral in such detail, form and scope as Secured Party shall reasonably require consistent with Secured Party's interests hereunder. Each Grantor shall at any time at Secured Party's request, mark the Collateral and/or such Grantor's ledger cards, books of account and other records relating to the Collateral with appropriate notations reasonably satisfactory to Secured Party disclosing that they are subject to Secured Party's security interests. Secured Party shall at all reasonable times on reasonable notice have full access to and the right to audit any and all of Grantors' books and records pertaining to the Collateral, and to confirm and verify the value of the Collateral and to do whatever else Secured Party reasonably may deem necessary or desirable to protect its interests; provided, however, that any such action which involves communicating with customers of or vendors to Grantors shall be carried out by Administrative Agent for the benefit of Secured Party through Grantors' independent auditors unless Secured Party shall then have the right directly to notify obligors on the Collateral as provided in Section 12. Secured Party shall be under no duty or obligation whatsoever to take any action to preserve any rights of or against any prior or other parties in connection with the Collateral, to exercise any voting rights or managerial rights with respect to any Collateral, whether or not an Event of Default shall have occurred, or to make or give any presentments, demands for performance, notices of non-performance, protests, notices of protests, notices of dishonor or notices of any other nature whatsoever in connection with the Collateral or the Secured Obligations under this Agreement. Secured Party shall be under no duty or obligation whatsoever to take any action to protect or preserve the Collateral or any rights of any Grantor therein, or to make collections or enforce payment thereon, or to participate in any foreclosure or other proceeding in connection therewith.

9. Collections on the Collateral. Except as otherwise provided in any Loan Document, Grantors shall have the right to use and to continue to make collections on and receive dividends and other proceeds of all of the Collateral in the ordinary course of business so long as no Event of Default shall have occurred and be continuing. Upon the occurrence and during the continuance of an Event of Default, at the option of Secured Party, Grantors' right to make collections on and receive dividends and other proceeds of the Collateral and to use or dispose of such collections and proceeds shall terminate, and any and all dividends, proceeds and collections, including all partial or total prepayments, then held or thereafter received on or on account of the Collateral will be held or received by Grantors in trust for Secured Party and immediately delivered in kind to Administrative Agent for the benefit of Secured Party. Any remittance received by any Grantor from any Person shall be presumed to relate to the Collateral and to be subject to Secured Party's security interests. Upon the occurrence and during the continuance of an Event of Default, Secured Party shall have the right at all times to receive, receipt for, endorse, assign, deposit and deliver, in the name of Secured Party or in the name of

the appropriate Grantor, any and all checks, notes, drafts and other instruments for the payment of money constituting proceeds of or otherwise relating to the Collateral; and each Grantor hereby authorizes Secured Party to affix, by facsimile signature or otherwise, the general or special endorsement of it, in such manner as Secured Party shall deem advisable, to any such instrument in the event the same has been delivered to or obtained by Secured Party without appropriate endorsement, and Secured Party and any collecting bank are hereby authorized to consider such endorsement to be a sufficient, valid and effective endorsement by the appropriate Grantor, to the same extent as though it were manually executed by the duly authorized officer of the appropriate Grantor, regardless of by whom or under what circumstances or by what authority such facsimile signature or other endorsement actually is affixed, without duty of inquiry or responsibility as to such matters, and each Grantor hereby expressly waives demand, presentment, protest and notice of protest or dishonor and all other notices of every kind and nature with respect to any such instrument.

10. Possession of Collateral by Secured Party. All of the Collateral now, heretofore or hereafter delivered to Secured Party shall be held by Administrative Agent for the benefit of Secured Party in Administrative Agent's possession, custody and control. Any or all of the Collateral delivered to Secured Party may be held in an interest-bearing or non-interest-bearing account, in Secured Party's sole and absolute discretion, and Secured Party may, in its discretion, apply any such interest to payment of the Secured Obligations. Nothing herein shall obligate Secured Party to invest any Collateral or obtain any particular return thereon. Upon the occurrence and during the continuance of an Event of Default, whenever any of the Collateral is in Secured Party's possession, custody or control, Secured Party may use, operate and consume the Collateral, whether for the purpose of preserving and/or protecting the Collateral, or for the purpose of performing any of Grantors' obligations with respect thereto, or otherwise. Secured Party may at any time deliver or redeliver the Collateral or any part thereof to Grantors, and the receipt of any of the same by any Grantor shall be complete and full acquittance for the Collateral so delivered, and Secured Party thereafter shall be discharged from any liability or responsibility therefor. So long as Secured Party exercises reasonable care with respect to any Collateral in its possession, custody or control, Secured Party shall have no liability for any loss of or damage to such Collateral, and in no event shall Secured Party have liability for any diminution in value of Collateral occasioned by economic or market conditions or events. Secured Party shall be deemed to have exercised reasonable care within the meaning of the preceding sentence if the Collateral in the possession, custody or control of Secured Party is accorded treatment substantially equal to that which Secured Party accords its own property, it being understood that Secured Party shall not have any responsibility for (a) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to any Collateral, whether or not Secured Party has or is deemed to have knowledge of such matters, or (b) taking any necessary steps to preserve rights against any Person with respect to any Collateral.

11. Events of Default. There shall be an Event of Default hereunder upon the occurrence and during the continuance of an Event of Default under the Credit Agreement.

12. Rights Upon Event of Default. Upon the occurrence and during the continuance of an Event of Default, Secured Party shall have, in any jurisdiction where enforcement hereof is sought, in addition to all other rights and remedies that Secured Party may

have under applicable law or in equity or under this Agreement (including, without limitation, all rights set forth in Section 8 hereof) or under any other Loan Document, all rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction, and, in addition, the following rights and remedies, all of which may be exercised with or without notice to Grantors and without affecting the Obligations of Grantors hereunder or under any other Loan Document, or the enforceability of the Liens and security interests created hereby: (a) to foreclose the Liens and security interests created hereunder or under any other agreement relating to any Collateral by any available judicial procedure or without judicial process; (b) to enter any premises where any Collateral may be located for the purpose of securing, protecting, inventorying, appraising, inspecting, repairing, preserving, storing, preparing, processing, taking possession of or removing the same; (c) to sell, assign, lease or otherwise dispose of any Collateral or any part thereof, either at public or private sale or at any broker's board, in lot or in bulk, for cash, on credit or otherwise, with or without representations or warranties and upon such terms as shall be acceptable to Secured Party; (d) to notify obligors on the Collateral that the Collateral has been assigned to Secured Party and that all payments thereon are to be made directly and exclusively to Administrative Agent for the benefit of Secured Party; (e) to notify any Issuer of any Pledged Securities, and any and all other obligors on any Collateral, that the same has been pledged to Secured Party and that all Distributions, interest and other payments thereon are to be made directly and exclusively to Administrative Agent for the benefit of Secured Party, (f) to collect by legal proceedings or otherwise all dividends, Distributions, interest, principal or other sums now or hereafter payable upon or on account of the Collateral; (g) to cause the Collateral to be registered in the name of Administrative Agent for the benefit of Secured Party, as legal owner; (h) to enter into any extension, reorganization, deposit, merger or consolidation agreement, or any other agreement relating to or affecting the Collateral, and in connection therewith Secured Party may deposit or surrender control of the Collateral and/or accept other property in exchange for the Collateral; (i) to settle, compromise or release, on terms acceptable to Secured Party, in whole or in part, any amounts owing on the Collateral and/or any disputes with respect thereto; (j) to extend the time of payment, make allowances and adjustments and issue credits in connection with the Collateral in the name of Secured Party or in the name of any Grantor; (k) to enforce payment and prosecute any action or proceeding with respect to any or all of the Collateral and take or bring, in the name of Secured Party or in the name of any Grantor, any and all steps, actions, suits or proceedings deemed by Secured Party necessary or desirable to effect collection of or to realize upon the Collateral, including any judicial or nonjudicial foreclosure thereof or thereon, and each Grantor specifically consents to any nonjudicial foreclosure of any or all of the Collateral or any other action taken by Secured Party which may release any Loan Party from personal liability on any of the Collateral, and each Grantor waives any right not expressly provided for in this Agreement to receive notice of any public or private judicial or nonjudicial sale or foreclosure of any security or any of the Collateral; and any money or other property received by Secured Party in exchange for or on account of the Collateral, whether representing collections or proceeds of Collateral, and whether resulting from voluntary payments or foreclosure proceedings or other legal action taken by Secured Party or Grantors may be applied by Secured Party without notice to Grantors to the Secured Obligations in such order and manner as Secured Party in its sole discretion shall determine; (l) to insure, process and preserve the Collateral; (m) to exercise all rights (including voting rights), remedies, powers or privileges provided under any of the Loan Documents; (n) to remove, from any premises where the same may be located, the Collateral and any and all

documents, instruments, files and records, and any receptacles and cabinets containing the same, relating to the Collateral, and Secured Party may, at the cost and expense of each Grantor, use such of its supplies, equipment, facilities and space at its places of business as may be necessary or appropriate to properly administer, process, store, control, prepare for sale or disposition and/or sell or dispose of the portion of the Collateral owned by such Grantor or to properly administer and control the handling of collections and realizations thereon, and Secured Party shall be deemed to have a rent-free tenancy of any premises of any Grantor for such purposes and for such periods of time as reasonably required by Secured Party; (o) to receive, open and dispose of all mail addressed to any Grantor and notify postal authorities to change the address for delivery thereof to such address as Secured Party may designate; provided that Secured Party agrees that it will promptly deliver over to the appropriate Grantor such opened mail as does not relate to the Collateral; (p) to exercise all other rights, powers, privileges and remedies of an owner of the Collateral; and (q) perform any obligation any Grantor under this Agreement or any obligation of any other Person under the Loan Documents; all at Secured Party's sole option and as Secured Party in its sole discretion may deem advisable. Grantors will, at Secured Party's request, assemble the Collateral and make it available to Secured Party at places which Secured Party may reasonably designate, whether at the premises of Grantors or elsewhere, and will make available to Secured Party, free of cost, all premises, equipment and facilities of Grantors for the purpose of Secured Party's taking possession of the Collateral or storing same or removing or putting the Collateral in salable form or selling or disposing of same.

Upon the occurrence and during the continuance of an Event of Default, Secured Party also shall have the right, without notice or demand, either in person, by agent or by a receiver to be appointed by a court (and Grantors hereby expressly consent upon the occurrence and during the continuance of an Event of Default to the appointment of such a receiver), and without regard to the adequacy of any security for the Secured Obligations, to take possession of the Collateral or any part thereof and to collect and receive the rents, issues, profits, income and proceeds thereof. Secured Party shall further have the right to use any of the IP Collateral for the sale of goods, completion of work in process or rendering of services in connection with enforcing any of the security interests granted to Secured Party by Grantors. Taking possession of the Collateral shall not cure or waive any Event of Default or notice thereof or invalidate any act done pursuant to such notice. The rights, remedies and powers of any receiver appointed by a court shall be as ordered by said court.

Any public or private sale or other disposition of the Collateral may be held at any office of Secured Party, or at Grantors' places of business, or at any other place permitted by applicable law, and without the necessity of the Collateral's being within the view of prospective purchasers. Secured Party may direct the order and manner of sale of the Collateral, or portions thereof, as it in its sole and absolute discretion may determine in accordance with all applicable law, and Grantors expressly waive any right to direct the order and manner of sale of any Collateral. Secured Party or any Person on Secured Party's behalf may bid and purchase at any such sale or other disposition. The net cash proceeds resulting from the collection, liquidation, sale, lease or other disposition of the Collateral shall be applied, first, to the expenses (including reasonable attorneys' fees and disbursements) of retaking, holding, storing, processing and preparing for sale or lease, selling, leasing, collecting, liquidating and the like, and then to the satisfaction of the Secured Obligations in such order as shall be determined by Secured Party in its sole and absolute discretion. Grantors and any other Person then obligated therefor shall pay

to Administrative Agent for the benefit of Secured Party on demand any deficiency with regard thereto which may remain after such sale, disposition, collection or liquidation of the Collateral.

Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will send or otherwise make available to Borrower, as agent for Grantors and each of them, reasonable notice of the time and place of any public sale thereof or of the time on or after which any private sale thereof is to be made. The requirement of sending reasonable notice conclusively shall be met if such notice is given to Borrower in accordance with the Credit Agreement at least ten (10) days before the date of the sale. Each Grantor hereby irrevocably appoints Borrower as its agent for the purpose of receiving notice of sale hereunder, and agrees that such Grantor conclusively shall be deemed to have received notice of sale when notice of sale has been given to Borrower. Each Grantor expressly waives any right to receive notice of any public or private sale of any Collateral or other security for the Secured Obligations except as expressly provided for in this paragraph.

With respect to any Collateral, including the Pledged Collateral, consisting of securities, partnership interests, joint venture interests, investments or the like, and whether or not any of such Collateral has been effectively registered under the Securities Act of 1933, as amended, or other applicable laws, Secured Party may, in its sole and absolute discretion, sell all or any part of such Collateral at private sale in such manner and under such circumstances as Secured Party may deem necessary or advisable in order that the sale may be lawfully conducted. Without limiting the foregoing, Secured Party may (i) approach and negotiate with a limited number of potential purchasers, and (ii) restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing such Collateral for their own account for investment and not with a view to the distribution or resale thereof. In the event that any such Collateral is sold at private sale, Grantors agree that if such Collateral is sold for a price which Secured Party in good faith believes to be reasonable under the circumstances then existing, then (a) the sale shall be deemed to be commercially reasonable in all respects, (b) Grantors shall not be entitled to a credit against the Secured Obligations in an amount in excess of the purchase price, and (c) Secured Party shall not incur any liability or responsibility to Grantors in connection therewith, notwithstanding the possibility that a substantially higher price might have been realized at a public sale. Grantors recognize that a ready market may not exist for such Collateral if it is not regularly traded on a recognized securities exchange, and that a sale by Secured Party of any such Collateral for an amount substantially less than a pro rata share of the fair market value of the issuer's assets minus liabilities may be commercially reasonable in view of the difficulties that may be encountered in attempting to sell a large amount of such Collateral or Collateral that is privately traded.

Upon the occurrence and during the continuance of an Event of Default, Secured Party may use any of the IP Collateral for the sale of goods, completion of work in process, or rendering of services in connection with enforcing any security interest granted to Secured Party by Grantors. Secured Party may grant such license or licenses relating to the IP Collateral for such term or terms, on such conditions and in such manner, as Secured Party shall, in its sole discretion, deem appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or nonexclusive basis throughout all or part of the United States of America, its territories and possessions, and all foreign countries. In connection with any such license or any sale or other disposition of the IP Collateral (or any part thereof), the applicable

Grantors shall supply to Secured Party, or Secured Party's designee, such Grantors' knowledge and expertise relating to the manufacture and sale of the products and services bearing the IP Collateral and Grantors' customer lists and other records relating to the IP Collateral and the distribution thereof.

Upon consummation of any sale of Collateral hereunder, Secured Party 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 Collateral so sold absolutely free from any claim or right upon the part of any Grantor or any other Person, and each Grantor hereby waives (to the extent permitted by applicable laws) all rights of redemption, stay and appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. If the sale of all or any part of the Collateral is made on credit or for future delivery, Secured Party shall not be required to apply any portion of the sale price to the Secured Obligations until such amount actually is received by Secured Party, and any Collateral so sold may be retained by Secured Party until the sale price is paid in full by the purchaser or purchasers thereof. Secured Party shall not incur any liability in case any such purchaser or purchasers shall fail to pay for the Collateral so sold, and, in case of any such failure, the Collateral may be sold again.

13. Voting Rights; Dividends; etc. With respect to any Collateral consisting of securities, capital stock, membership interests, partnership interests, joint venture interests, Investments or the like, including any Pledged Collateral (referred to collectively and individually in this Section 13 and in Section 14 as the "Investment Collateral"), so long as no Default or Event of Default occurs and remains continuing:

13.1 Voting Rights. Grantors shall be entitled to exercise any and all voting and other consensual rights pertaining to the Investment Collateral, or any part thereof, for any purpose not inconsistent with the terms of this Agreement, the Credit Agreement, or the other Loan Documents; provided, however, that Grantors shall not exercise, or shall refrain from exercising, any such right if it could reasonably be foreseen to result in a Default or an Event of Default.

13.2 Interest Dividend and Distribution Rights. Except as otherwise provided in any Loan Document, Grantors shall be entitled to receive and to retain and use any and all interest and Distributions paid in respect of the Investment Collateral; provided, however, that, any and all such interest and Distributions received in the form of capital stock, membership interests or other equity interests, certificated securities, warrants, options or rights to acquire any Equity Interests forthwith shall be, and the certificates representing such Equity Interests, if any, forthwith shall be delivered to Administrative Agent for the benefit of Secured Party to hold as pledged Collateral and shall, if received by any Grantor, be received in trust for the benefit of Secured Party, be segregated from the other property of such Grantor, and forthwith be delivered to Administrative Agent for the benefit of Secured Party as pledged Collateral in the same form as so received (with any necessary endorsements in suitable form for transfer by delivery or accompanied by executed and undated instruments of transfer or assignment in blank, all in form and substance reasonably satisfactory to Secured Party).

14. Rights During Event of Default. With respect to any Investment Collateral, so long as a Default or Event of Default has occurred and is continuing:

14.1 Voting, Dividend, and Distribution Rights. At the option of Secured Party, all rights of Grantors to exercise the voting and other consensual rights which they would otherwise be entitled to exercise pursuant to Section 13.1 above, and to receive the interest and Distributions which they would otherwise be authorized to receive and retain pursuant to Section 13.2 above, shall cease, and all such rights thereupon shall become vested in Administrative Agent for the benefit of Secured Party which thereupon shall have the sole right to exercise such voting and other consensual rights and to receive and to hold as pledged Collateral such interest and Distributions.

14.2 Dividends and Distributions Held in Trust. All Distributions which are received by Grantors contrary to the provisions of this Agreement shall be received in trust for the benefit of Secured Party, shall be segregated from other funds of Grantors, and forthwith shall be paid over to Administrative Agent for the benefit of Secured Party as pledged Collateral in the same form as so received (with any necessary endorsements).

14.3 Irrevocable Proxy. Each Grantor does hereby revoke all previous proxies with regard to the Investment Collateral, except to the extent any Grantor is prohibited by law from revoking such proxies, and appoints Administrative Agent for the benefit of Secured Party as its proxyholder to attend and vote at any and all meetings of the shareholders or other equity holders of the Persons that issued the Investment Collateral and any adjournments thereof, held on or after the date of the giving of this proxy and prior to the termination of this proxy, and to execute any and all written consents of shareholders or other equity holders of such Persons executed on or after the date of the giving of this proxy and prior to the termination of this proxy, with the same effect as if such Grantor had personally attended the meetings or had personally voted its shares or other interests or had personally signed the written consents; provided, however, that the proxyholder shall have rights hereunder only upon the occurrence and during the continuance of a Default or Event of Default. Each Grantor hereby authorizes Administrative Agent for the benefit of Secured Party to substitute another Person as the proxyholder and, upon the occurrence and during the continuance of any Default or Event of Default, hereby authorizes the proxyholder to file this proxy and any substitution instrument with the secretary or other appropriate official of the appropriate Person. This proxy is coupled with an interest and is irrevocable until such time as no commitment to extend credit to Borrower remains outstanding from Secured Party and until such time as all Secured Obligations have been paid and performed in full.

15. Attorney-in-Fact. Each Grantor hereby irrevocably nominates and appoints Administrative Agent for the benefit of Secured Party as its attorney-in-fact, until such time as all Secured Obligations shall have been paid and performed in full and no commitment to extend credit to Borrower remains outstanding from Secured Party, for the following purposes (a) to do all acts and things which Secured Party may deem necessary or advisable to perfect and continue perfected the security interests created by this Agreement and to preserve, protect and maintain the Collateral, and, upon the occurrence and during the continuance of an Event of Default, to process and develop the Collateral; (b) upon the occurrence and during the continuance of an Event of Default, to do any and every act which any Grantor is obligated to do

under this Agreement, at the expense of Grantors and without any obligation to do so; (c) to prepare, sign, file and/or record, for any Grantor, in the name of the appropriate Grantor, any financing statement, application for registration, or like paper, and to take any other action deemed by Secured Party necessary or desirable in order to perfect or maintain perfected the security interests granted hereby; (d) to execute any and all papers and instruments and do all other things necessary or desirable to preserve and protect the Collateral and to protect Secured Party's security interests therein, and (e) upon the occurrence and during the continuance of an Event of Default, to endorse and transfer the Pledged Collateral to any transferee or designee; provided, however, that Secured Party shall be under no obligation whatsoever to take any of the foregoing actions, and if Secured Party so acts, it shall have no liability or responsibility for any such action taken with respect thereto. The foregoing power of attorney is coupled with an interest and is irrevocable during the term of this Agreement.

16. Costs and Expenses. Each Grantor agrees to pay to Secured Party all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by Secured Party in the enforcement or attempted enforcement of this Agreement (including in connection with any workout, restructuring, bankruptcy, insolvency or other similar proceeding), whether or not an action is filed in connection therewith, and in connection with any waiver, supplementation, extension, renewal or amendment of any term or provision hereof. All advances, charges, costs and expenses, including reasonable attorneys' fees and disbursements, incurred or paid by Secured Party in exercising any right, privilege, power or remedy conferred by this Agreement (including, without limitation, the right to perform any Secured Obligation of any Grantor under the Loan Documents), or in the enforcement or attempted enforcement thereof (including in connection with any workout, restructuring, bankruptcy, insolvency or other similar proceeding), shall be secured hereby and shall become a part of the Secured Obligations and shall be paid to Secured Party by each Grantor, immediately upon demand, together with interest thereon at the rate(s) provided for under the Credit Agreement.

17. Statute of Limitations and Other Laws. Until the Secured Obligations shall have been paid and performed in full and no commitment to extend credit to Borrower remains outstanding from Secured Party, the power of sale and all other rights, privileges, powers and remedies granted to Secured Party hereunder shall continue to exist and may be exercised by Secured Party at any time and from time to time irrespective of the fact that any of the Secured Obligations may have become barred by any statute of limitations. Each Grantor expressly waives the benefit of any and all statutes of limitation, and any and all laws providing for exemption of property from execution or for valuation and appraisal upon foreclosure, to the maximum extent permitted by applicable law.

18. Other Agreements. Nothing herein shall in any way modify or limit the effect of terms or conditions set forth in any other security or other agreement executed by any Grantor or in connection with the Secured Obligations, but each and every term and condition hereof shall be in addition thereto. All provisions contained in the Credit Agreement or any other Loan Document that apply to Loan Documents generally are fully applicable to this Agreement and are incorporated herein by this reference as though set forth herein in full.

19. Waivers and Consents. Each Grantor acknowledges that the Liens created or granted herein will or may secure obligations of Persons other than such Grantor and, in full recognition of that fact, each Grantor consents and agrees that Secured Party may, at any time and from time to time, without notice or demand, and without affecting the enforceability or security hereof: (a) supplement, modify, amend, extend, renew, accelerate or otherwise change the time for payment or the terms of the Secured Obligations or any part thereof, including any increase or decrease of the rate(s) of interest thereon; (b) supplement, modify, amend or waive, or enter into or give any agreement, approval or consent with respect to, the Secured Obligations or any part thereof, or any of the Loan Documents or any additional security or guaranties, or any condition, covenant, default, remedy, right, representation or term thereof or thereunder; (c) accept new or additional instruments, documents or agreements in exchange for or relative to any of the Loan Documents or the Secured Obligations or any part thereof; (d) accept partial payments on the Secured Obligations; (e) receive and hold additional security or guaranties for the Secured Obligations or any part thereof; (f) release, reconvey, terminate, waive, abandon, fail to perfect, subordinate, exchange, substitute, transfer and/or enforce any security or guaranties, and apply any security and direct the order or manner of sale thereof as Secured Party in its sole and absolute discretion may determine; (g) release any Person from any personal liability with respect to the Secured Obligations or any part thereof; (h) settle, release on terms satisfactory to Secured Party or by operation of applicable laws or otherwise liquidate or enforce any Secured Obligations and any security or guaranty in any manner, consent to the transfer of any security and bid and purchase at any sale; and/or (i) consent to the merger, change or any other restructuring or termination of the corporate or other existence of any Grantor or any other Person, and correspondingly restructure the Secured Obligations, and any such merger, change, restructuring or termination shall not affect the liability of any Grantor or the continuing existence of any Lien hereunder, under any other Loan Document to which any Grantor is a party or the enforceability hereof or thereof with respect to all or any part of the Secured Obligations.

Upon the occurrence and during the continuance of any Event of Default, Secured Party may enforce this Agreement independently as to each Grantor and independently of any other remedy or security Secured Party at any time may have or hold in connection with the Secured Obligations, and it shall not be necessary for Secured Party to marshal assets in favor of Borrower, any Grantor or any other Person or to proceed upon or against and/or exhaust any other security or remedy before proceeding to enforce this Agreement. Each Grantor expressly waives any right to require Secured Party to marshal assets in favor of Borrower, any Grantor or any other Person or to proceed against any other Loan Party or any Collateral provided by any other Loan Party, and agrees that Secured Party may proceed against the Loan Parties and/or the Collateral in such order as it shall determine in its sole and absolute discretion. Secured Party may file a separate action or actions against any Grantor, whether or not action is brought or prosecuted with respect to any other security or against any other Grantor, Borrower or any other Person, or whether or not any other Person is joined in any such action or actions. Each Grantor agrees that Secured Party and any other Loan Party and any affiliate of any other Loan Party may deal with each other in connection with the Secured Obligations or otherwise, or alter any contracts or agreements now or hereafter existing between any of them, in any manner whatsoever, all without in any way altering or affecting the validity of, or the lien or security interest granted or created by, this Agreement. Secured Party's rights hereunder shall be reinstated and revived, and the enforceability of this Agreement shall continue, with respect to

any amount at any time paid on account of the Secured Obligations which thereafter shall be required to be restored or returned by Secured Party upon the bankruptcy, insolvency or reorganization of any Loan Party or otherwise (and whether by litigation, settlement, demand or otherwise), all as though such amount had not been paid. Each Grantor agrees that the Liens created or granted herein and the enforceability of this Agreement at all times shall remain effective to secure the full amount of all the Secured Obligations even though the Secured Obligations, including any part thereof or any other security or guaranty therefor, may be or hereafter may become invalid or otherwise unenforceable as against any other Loan Party and whether or not any other Loan Party shall have any personal liability with respect thereto. Each Grantor expressly waives any and all defenses now or hereafter arising or asserted by reason of (a) any disability or other defense of any other Loan Party with respect to the Secured Obligations, (b) the unenforceability or invalidity of any security or guaranty for the Secured Obligations or the lack of perfection or continuing perfection or failure or subordination of priority of any security for the Secured Obligations, (c) the cessation for any cause whatsoever of the liability of any other Loan Party (other than by reason of the full payment and performance of all Secured Obligations), (d) any failure of Secured Party to marshal assets in favor of Borrower, any Grantor or any other Person, (e) except as otherwise provided in this Agreement, any failure of Secured Party to give notice of sale or other disposition of Collateral to any Grantor or any other Person or any defect in any notice that may be given in connection with any sale or disposition of Collateral, (f) except as otherwise provided in this Agreement, any failure of Secured Party to comply with applicable laws in connection with the sale or other disposition of any Collateral or other security for any Secured Obligation, including, without limitation, any failure of Secured Party to conduct a commercially reasonable sale or other disposition of any Collateral or other security for any Secured Obligation, (g) any act or omission of Secured Party or others that directly or indirectly results in or aids the discharge or release of Borrower or any Grantor or the Secured Obligations or any other security or guaranty therefor by operation of law or otherwise, (h) any law which provides that the obligation of a surety or guarantor must neither be larger in amount nor in other respects more burdensome than that of the principal or which reduces a surety's or guarantor's obligation in proportion to the principal obligation, (i) any failure of Secured Party to file or enforce a claim in any bankruptcy or other proceeding with respect to any Person, (j) the election by Secured Party, in any bankruptcy proceeding of any Person, of the application or non-application of Section 1111(b)(2) of the United States Bankruptcy Code, (k) any extension of credit or the grant of any Lien under Section 364 of the United States Bankruptcy Code, (l) any use of cash collateral under Section 363 of the United States Bankruptcy Code, (m) any agreement or stipulation with respect to the provision of adequate protection in any bankruptcy proceeding of any Person, (n) the avoidance of any Lien in favor of Secured Party for any reason, (o) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, liquidation or dissolution proceeding commenced by or against any Person, including any discharge of, or bar or stay against collecting, all or any of the Secured Obligations (or any interest thereon) in or as a result of any such proceeding, (p) to the extent permitted, the benefits of any form of one-action rule under any applicable law, or (q) any action taken by Secured Party that is authorized by this Section 19 or any other provision of any Loan Document. Until no part of any commitment to extend credit to Borrower remains outstanding and all of the Secured Obligations have been paid and performed in full, no Grantor shall have any right of subrogation, contribution, reimbursement or indemnity, and each Grantor expressly waives any right to enforce any remedy that Secured Party now has or hereafter may

have against any other Person and waives the benefit of, or any right to participate in, any Collateral now or hereafter held by Secured Party, and, without in limiting the foregoing, waives any and all rights of subrogation, reimbursement, indemnification, and contribution and any other benefits, protections and other defenses which such Grantor may have, now or at any time hereafter, by reason of California Civil Code Sections 2787 to 2855 inclusive, and all successor sections. Each Grantor waives all rights and defenses arising out of an election of remedies by Secured Party, even though that election of remedies, such as a nonjudicial foreclosure with respect to security for the Secured Obligations has destroyed such Grantor's rights of subrogation and reimbursement against the principal by the operation of Section 580d of the California Code of Civil Procedure or otherwise. Each Grantor expressly waives all setoffs and counterclaims and all presentments, demands for payment or performance, notices of nonpayment or nonperformance, protests, notices of protest, notices of dishonor and all other notices or demands of any kind or nature whatsoever with respect to the Secured Obligations, and all notices of acceptance of this Agreement or of the existence, creation or incurring of new or additional Secured Obligations.

20. Condition of Borrower and its Subsidiaries and Other Loan Parties. Each Grantor represents and warrants to Secured Party that such Grantor has established adequate means of obtaining from Borrower and its Subsidiaries, and the other Loan Parties, on a continuing basis, financial and other information pertaining to the businesses, operations and condition (financial and otherwise) of Borrower and its Subsidiaries, and the other Loan Parties, and their properties, and such Grantor now is and hereafter will be completely familiar with the businesses, operations and condition (financial and otherwise) of Borrower and its Subsidiaries, and the other Loan Parties, and their properties. Each Grantor hereby expressly waives and relinquishes any duty on the part of Secured Party (should any such duty exist) to disclose to such Grantor any matter, fact or thing related to the businesses, operations or condition (financial or otherwise) of Borrower or its Subsidiaries, or any other Loan Party, or their properties, whether now known or hereafter known by Secured Party during the life of this Agreement. With respect to any of the Secured Obligations, Secured Party need not inquire into the powers of Borrower or any Subsidiaries thereof, or any other Loan Party, or the officers or employees acting or purporting to act on their behalf, and all Secured Obligations made or created in good faith reliance upon the professed exercise of such powers shall be secured hereby.

21. Liens on Real Property. In the event that all or any part of the Secured Obligations at any time are secured by any one or more deeds of trust or mortgages or other instruments creating or granting Liens on any interests in real property, each Grantor authorizes Secured Party, upon the occurrence of and during the continuance of any Event of Default, at its sole option, without notice or demand and without affecting any obligations of any Grantor, the enforceability of this Agreement, or the validity or enforceability of any Liens of Secured Party on any Collateral, to foreclose any or all of such deeds of trust or mortgages or other instruments by judicial or nonjudicial sale. Each Grantor expressly waives any defenses to the enforcement of this Agreement or any Liens created or granted hereby or to the recovery by Secured Party against Borrower or any guarantor or any other Person liable therefor of any deficiency after a judicial or nonjudicial foreclosure or sale, even though such a foreclosure or sale may impair the subrogation rights of such Grantor and may preclude such Grantor from obtaining reimbursement or contribution from any other Person. Each Grantor expressly waives any

defenses or benefits that may be derived from California Code of Civil Procedure §§ 580a, 580b, 580d or 726, or comparable provisions of the laws of any other jurisdiction, including, without limitation any and all other suretyship defenses it otherwise might or would have under California law or other applicable law. Each Grantor expressly waives any right to receive notice of any judicial or nonjudicial foreclosure or sale of any real property or interest therein subject to any such deeds of trust or mortgages or other instruments and any Grantor's failure to receive any such notice shall not impair or affect such Grantor's obligations or the enforceability of this Agreement or any Liens created or granted hereby.

22. Waiver of Rights of Subrogation. Notwithstanding anything to the contrary elsewhere contained herein or in any other Loan Document to which any Grantor is a party, until such time as the Secured Obligations shall have been paid and performed in full and the commitments of Secured Party to extend credit to Borrower have been terminated, each Grantor hereby waives with respect to the other Loan Parties and their successors and assigns (including any surety) and any other Person, any and all rights at law or in equity to subrogation, to reimbursement, to exoneration, to indemnity, to contribution, to setoff or to any other rights that could accrue to a surety against a principal, to a guarantor against a maker or obligor, to an accommodation party against the party accommodated, or to a holder or transferee against a maker and which such Grantor may have or hereafter acquire against any other Loan Party or any other Person in connection with or as a result of such Grantor's execution, delivery and/or performance of this Agreement or any other Loan Document to which such Grantor is a party, or which such Grantor may have, now or at any time hereafter, by reason of California Civil Code Sections 2787 to 2855 inclusive, and all successor sections. Each Grantor agrees that it shall not have or assert any such rights against any other Loan Party or their successors and assigns or any other Person (including any surety) which is directly or indirectly a creditor of any other Loan Party or any surety for any other Loan Party, either directly or as an attempted setoff to any action commenced against such Grantor by any other Loan Party (as borrower or in any other capacity) or any other Person. Each Grantor hereby acknowledges and agrees that this waiver is intended to benefit the other Loan Parties and Secured Party and shall not limit or otherwise affect such Grantor's liability hereunder, under any other Loan Document to which such Grantor is a party, or the enforceability hereof or thereof.

23. Waiver of Discharge. Without limiting the generality of the foregoing, each Grantor hereby waives discharge by waiving all defenses based on suretyship or impairment of collateral.

24. Understandings with Respect to Waivers and Consents. Each Grantor warrants and agrees that each of the waivers and consents set forth herein is made after consultation with legal counsel and with full knowledge of its significance and consequences, with the understanding that events giving rise to any defense or right waived may diminish, destroy or otherwise adversely affect rights which such Grantor otherwise may have against Borrower, Secured Party or others, or against Collateral, and that, under the circumstances, the waivers and consents herein given are reasonable and not contrary to public policy or law. If any of the waivers or consents herein are determined to be contrary to any applicable law or public policy, such waivers and consents shall be effective to the maximum extent permitted by law.

25. Continuing Effect. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by Secured Party, whether as a "voidable preference," "fraudulent conveyance," or otherwise (and whether by litigation, settlement, demand or otherwise), all as though such payment or performance had not been made. In the event that any payment or any part thereof is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

26. Covenant Not to Issue Uncertified Securities. Each Grantor represents and warrants to Secured Party that all of its Equity Interests in the Issuers are "Certificated Securities" (as contemplated by Section 8 of the CCC), and covenants to Secured Party that, without the consent of Secured Party, it will not cause the Issuers to issue any Equity Interests in the form of "Uncertificated Securities" (as contemplated by Section 8 of the CCC) or seek to convert all or any part of its existing Equity Interests in the Issuers into "Uncertificated Securities" (as contemplated by Section 8 of the CCC). The foregoing representations, warranties and covenants shall survive the execution and delivery of this Agreement for so long as this Agreement continues.

27. Covenant Not to Dilute Interests of Secured Party in Pledged Securities. Each Grantor represents, warrants and covenants to Secured Party that, without the consent of Secured Party, it will not at any time cause or permit any Issuer to issue any additional Equity Interests, or any warrants, options or other rights to acquire any additional Equity Interests, if the effect thereof would be to dilute in any way the interests of Secured Party in any Pledged Securities or in any Issuer.

28. Additional Grantors. From time to time following the Closing Date, additional Domestic Subsidiaries of Borrower or Grantors may become parties hereto, as additional Grantors, by executing and delivering to Administrative Agent for the benefit of Secured Party an Instrument of Joinder substantially in the form of Exhibit A hereto, accompanied by such documentation as Secured Party may require in connection therewith, wherein such additional Grantors agree to become a party hereto and to be bound hereby. Upon delivery of such Instrument of Joinder to and acceptance thereof by Administrative Agent for the benefit of Secured Party, notice of which acceptance is hereby waived by Grantors, each such additional Grantor shall be as fully a party hereto as if such Grantor were an original signatory hereof. Each Grantor expressly agrees that its obligations and the Liens upon its property granted herein shall not be affected or diminished by the addition or release of additional Grantors hereunder, nor by any election of Secured Party not to cause any Subsidiary of Borrower to become an additional Grantor hereunder. This Agreement shall be fully effective as to any Grantor who is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

29. Release of Grantors. This Agreement and all obligations of Grantors hereunder shall be released upon the full and indefeasible payment and performance of all the Secured Obligations and termination of all the Commitments. At such time, Secured Party shall return any pledged Collateral to Grantors, or to the Person or Persons legally entitled thereto, and shall endorse, execute, deliver, record and file all instruments and documents, and do all other acts and things, reasonably required for the return of the Collateral to Grantors, or to the Person or Persons legally entitled thereto, and to evidence or document the release of Secured Party's interests arising under this Agreement, all as reasonably requested by, and at the sole expense of, Grantors.

30. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same agreement.

31. Additional Powers and Authorization. Administrative Agent has been appointed Administrative Agent hereunder pursuant to the Credit Agreement and shall be entitled to the benefits of the Credit Agreement and the other Loan Documents. Notwithstanding anything contained herein to the contrary, Administrative Agent may employ agents, trustees, or attorneys-in-fact and may vest any of them with any property (including, without limitation, any Collateral pledged hereunder), title, right or power deemed necessary for the purposes of such appointment.

32. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF CALIFORNIA.

33. DISPUTE RESOLUTION PROVISION. This Agreement is subject to the "Dispute Resolution Provision" between set forth in the Section 19 of the Guaranty.

34. Notices Generally. All notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier: (a) with respect to Grantors and the Issuers, to Borrower at the address or fax number designated for Borrower in the Credit Agreement or to such other address as may be designated by such Person in a written notice sent to all other parties in accordance with this Section and (b) with respect to Administrative Agent or any other Secured Party, to Administrative Agent at the address or fax number designated in the Credit Agreement or to such other address as may be designated by Administrative Agent in a written notice sent to all other parties in accordance with this Section. Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, such notice shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through electronic communications to the extent provided in subsection 10.02(b) of the Credit Agreement, shall be effective as provided in such subsection 10.02(b) of the Credit Agreement. Each Grantor hereby irrevocably appoints Borrower as its agent for the purpose of receiving notices hereunder, and agrees that such Grantor conclusively shall be deemed to have received notice of sale when notice has been given to Borrower.

35. Consent to Issuers' Agreement. Each Grantor hereby consents to the covenants and agreements of the Issuers set forth in Section 36.

36. Acknowledgement and Agreement of the Issuers.

36.1 Each Issuer acknowledges and consents to Grantors agreements set forth in the foregoing provisions of this Agreement.

36.2 Each Issuer acknowledges that each of the Equity Interests it has issued to Grantors are "Certificated Securities" (as contemplated by Section 8 of the CCC), and covenants to Secured Party that it will not issue any Equity Interests in the form of "Uncertificated Securities" (as contemplated by Section 8 of the CCC) or seek to convert all or any part of the Equity Interests it has issued into "Uncertificated Securities" (as contemplated by Section 8 of the CCC), without the consent of Secured Party.

36.3 Each Issuer (i) agrees that it will comply with any and all orders originated by Administrative Agent for the benefit of Secured Party with respect to the Pledged Securities, including, without limitation, orders from Administrative Agent for the benefit of Secured Party to make Administrative Agent, any other Secured Party or any purchaser or transferee, the registered holder or registered owner of the Pledged Securities, in each case without further consent by Grantor or any other Person and (ii) waives any right or requirement at any time hereafter to receive a copy of this Agreement in connection with the registration of any Pledged Collateral in the name of Secured Party or its nominees or the exercise of voting rights by the Administrative Agent for the benefit of Secured Party or its nominees.

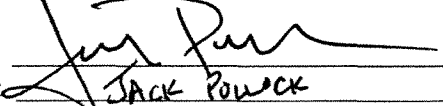
**[THIS SPACE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, each Grantor has executed this Agreement by its duly authorized officer as of the date first written above.

"Grantors"


ALORICA ASIA LLC,
a Nevada limited liability company

By: Alorica Inc.
Its: Sole Member

By: 
Name: JACK POLLOCK
Title: CFO


ALORICA CENTRAL, LLC,
a Nevada limited liability company

By: Alorica Inc.
Its: Sole Member

By: 
Name: JACK POLLOCK
Title: CFO

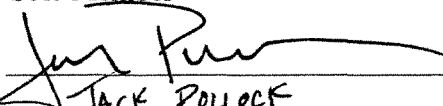
ALORICA NORTHEAST LLC,
a Nevada limited liability company

By: Alorica Inc.
Its: Sole Member

By: 
Name: JACK POLLOCK
Title: CFO

ALORICA SOUTHWEST LLC,
a Nevada limited liability company

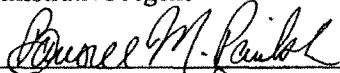
By: Alorica Inc.
Its: Sole Member

By: 
Name: JACK POLLOCK
Title: CFO

ACCEPTED AND AGREED
AS OF THE DATE FIRST
ABOVE WRITTEN:

"Secured Party"

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: BANSREE M. PARIKH
Title: VP

ACKNOWLEDGED AND AGREED TO
AS OF THE DATE FIRST ABOVE WRITTEN:

"ISSUERS"

ALORICA PHILIPPINES, INC.,
a Philippines corporation

By: 

Name: Y.C. LIU

Title: DIRECTOR / PRESIDENT

SCHEDULE 1
TO
SECURITY AGREEMENT

Existing and Pending Trademarks

None.

SCHEDULE 2
TO
SECURITY AGREEMENT

Existing and Pending Patents

None.

SCHEDULE 3
TO
SECURITY AGREEMENT

Equity Interests

NAME OF ISSUER	NAME OF OWNER	CERTIFICATE NUMBER	NUMBER OF SHARES	PERCENTAGE OF TOTAL EQUITY INTERESTS
Alorica Philippines, Inc.	Alorica Asia LLC	42	6,499,996	65%

Pledged Debt

None.

SCHEDULE 4
TO
SECURITY AGREEMENT

Existing and Pending Copyrights

None.

SCHEDULE 5
TO
SECURITY AGREEMENT

Commercial Tort Claims

None.

SCHEDULE 6
TO
SECURITY AGREEMENT

Licenses and Other Intellectual Property

None.

SCHEDULE 7
TO
SECURITY AGREEMENT

Letters of Credit

None.

EXHIBIT A
TO
SECURITY AGREEMENT

INSTRUMENT OF JOINDER

THIS INSTRUMENT OF JOINDER ("Joinder") is executed as of _____, by _____, a _____ ("Joining Party"), and delivered to Bank of America, N.A., as Administrative Agent, pursuant to the Security Agreement dated as of September 30, 2009 made by Alorica Asia LLC, a Nevada limited liability company, Alorica Central, LLC, a Nevada limited liability company, Alorica Northeast LLC, a Nevada limited liability company, Alorica Southwest LLC, a Nevada limited liability company, and all other Grantors who later became a party thereto, in favor of the Secured Party described therein (as amended, extended, renewed, supplemented or otherwise modified from time to time, the "Security Agreement"). Terms used but not defined in this Joinder shall have the meanings given to those terms in the Security Agreement.

RECITALS

(a) The Security Agreement was made by Grantors in favor of the Secured Party described therein in connection with that certain Credit Agreement dated as of September 30, 2009 (as amended, extended, renewed, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Alorica Inc., a California corporation, as borrower ("Borrower"), each of the Lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent.

(b) Joining Party has become a Domestic Subsidiary of a Loan Party, and as such is required pursuant to Section 6.13 of the Credit Agreement to become a Grantor under the terms and conditions of the Security Agreement.

(c) Joining Party expects to realize direct and indirect benefits as a result of the availability to Borrower of the credit facilities under the Credit Agreement.

NOW THEREFORE, Joining Party agrees as follows:

AGREEMENT

(1) By this Joinder, Joining Party becomes a "Grantor" under and pursuant to Section 28 of the Security Agreement. Joining Party agrees that, upon its execution hereof, it will become a Grantor under the Security Agreement with respect to all of its Collateral (as defined in the Security Agreement), including, without limitation, the Collateral described in the Schedules attached hereto and by this reference made a part hereof, and with respect to all Secured Obligations (as defined in the Security Agreement), and will be bound by all terms, conditions, and duties applicable to a Grantor under the Security Agreement.

(2) Concurrently with the execution hereof, Joining Party shall cause to be pledged and delivered to Administrative Agent for the benefit of Secured Party the Pledged Debt and Certificates evidencing the Equity Interests of the Subsidiaries listed on Schedule 1

hereto, or as otherwise required under the Security Agreement. All Certificates and Pledged Debt delivered to Administrative Agent for the benefit of Secured Party shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to Secured Party. All Certificates delivered pursuant to this Joinder shall be considered "Pledged Securities" as defined in the Security Agreement.

(3) The effective date of this Joinder is _____, _____.

"Joining Party"

a _____

By: _____

Name: _____

Title: _____

ACKNOWLEDGED:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____

Name: _____

Title: _____

SCHEDULE 1 TO
INSTRUMENT OF JOINDER

Pledged Securities

NAME OF ISSUER	NAME OF OWNER	CERTIFICATE NUMBER	NUMBER OF SHARES	PERCENTAGE OF TOTAL EQUITY INTERESTS

Pledged Debt

SCHEDULE 2 TO
INSTRUMENT OF JOINDER

Existing and Pending Trademarks

OWNER	COUNTRY	TRADEMARK	APPLICATION/ REGISTRATION NO.	FILING / REGISTRATION DATE

SCHEDULE 3 TO
INSTRUMENT OF JOINDER

Existing and Pending Patents

OWNER	COUNTRY	TITLE OR BRIEF DESCRIPTION	APPLICATION OR PATENT NUMBER	DATE FILED OR ISSUED

Exhibit A
Schedule 3

W02-WEST:1SHN1\402213858.4

TRADEMARK
REEL: 004195 FRAME: 0983

SCHEDULE 4 TO
INSTRUMENT OF JOINDER

Existing and Pending Copyrights

OWNER	TITLE	REGISTRATION NUMBER	DATE REGISTERED

Exhibit A
Schedule 4

W02-WEST:1SHN1\402213858.4

TRADEMARK
REEL: 004195 FRAME: 0984

SCHEDULE 5 TO
INSTRUMENT OF JOINDER

Commercial Tort Claims

Exhibit A
Schedule 5

W02-WEST:ISHN1402213858.4

TRADEMARK
REEL: 004195 FRAME: 0985

SCHEDULE 6 TO
INSTRUMENT OF JOINDER

Licenses and Other Intellectual Property

Exhibit A
Schedule 6

W02-WEST:1SHN1\402213858.4

TRADEMARK
REEL: 004195 FRAME: 0986

SCHEDULE 7 TO
INSTRUMENT OF JOINDER

Letters of Credit

Exhibit A
Schedule 7

W02-WEST:1SHN1\402213858.4