

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Pledge and Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nufarm Americas Inc.		11/12/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	National Australia Bank		
Street Address:	Level 25, NAB House, 255 George Street		
City:	Sydney		
State/Country:	AUSTRALIA		
Entity Type:	Bank: AUSTRALIA		
PROPERTY NUMBERS Total: 123			
Property Type	Number	Word Mark	
Registration Number:	3716388	4-SPEED	
Registration Number:	2441270	AGRI TIN	
Registration Number:	0599524	AGRI-MYCIN	
Registration Number:	2523045	AQUANEAT	
Registration Number:	0818968	AS-50	
Registration Number:	1316526	ASSERT	
Registration Number:	3750510	BETTER CHOICES. BETTER BUSINESS.	
Registration Number:	2158914	BLIGHTBAN	
Registration Number:	3686549	BRAZEN	
Registration Number:	0784229	BUTOXONE	
Registration Number:	3673971	CANDOR	
Registration Number:	3269869	CATHEDRAL	
Registration Number:	1632127	CHAMP	
Registration Number:	2573162	CHAMP DRY PRILL	
Registration Number:	1412827	CHAMPION	

OP \$3090.00 3716388

Registration Number:	3370504	CLEAN SLATE
Registration Number:	3680271	CLOAK
Registration Number:	3723136	COMET
Registration Number:	3660587	COOL POWER
Registration Number:	2162836	COOL POWER
Registration Number:	2731934	CORSAIR
Registration Number:	2376147	CREDIT
Registration Number:	3745021	CURIO
Registration Number:	3399773	CUTBACK
Registration Number:	2336756	DAGGER
Registration Number:	3150634	DIABLO
Registration Number:	1756019	DISSOLVE
Registration Number:	2065858	DRI-CLEAN
Registration Number:	3715785	DYNAMO
Registration Number:	3101843	ESCALADE
Registration Number:	2986130	EXTRA CREDIT 5
Registration Number:	2657026	FORESTERS'
Registration Number:	3325176	GARRISON
Registration Number:	1669100	GIBGRO
Registration Number:	3077537	GLYKAMBA
Registration Number:	3338498	HERBI-QUAT
Registration Number:	2188439	HORSEPOWER
Registration Number:	3436849	KAISO
Registration Number:	2616390	KAMBA
Registration Number:	3233850	LAZER
Registration Number:	2694089	MAGELLAN
Registration Number:	3262299	MALLET
Registration Number:	2740286	MANOR
Registration Number:	3455119	MANTRA
Registration Number:	3188091	MENACE
Registration Number:	1149570	MYCOSHIELD
Registration Number:	3392503	NUPHATE
Registration Number:	2649095	OPTICAL
Registration Number:	3064512	ORCHARD CLEAN
Registration Number:	2903860	PASTURE MD

Registration Number:	2787357	PATRIOT
Registration Number:	2816905	PATRON
Registration Number:	2825505	PHOSTROL
Registration Number:	3763656	PLATFORM
Registration Number:	2889819	PLATOON
Registration Number:	3195060	POLARIS
Registration Number:	3206872	PROCLIPSE
Registration Number:	3288711	PRODEUCE
Registration Number:	3838638	PROSEGE
Registration Number:	3056568	PURESTAND
Registration Number:	3463825	QUINCEPT
Registration Number:	3686550	RAPPORT
Registration Number:	2494764	RAZOR
Registration Number:	3453504	RAZOR BURN
Registration Number:	3033016	RECOIL
Registration Number:	3705769	RELEGATE
Registration Number:	2942158	RHONOX
Registration Number:	3185476	RITESIZE
Registration Number:	3160527	RITEWAY
Registration Number:	2470112	RIVERDALE
Registration Number:	3336452	ROUGHNECK
Registration Number:	3716387	SATIVA
Registration Number:	3712742	SIGNET
Registration Number:	1757541	SOLUTION WATER SOLUBLE
Registration Number:	3544229	SPOILER
Registration Number:	2863463	SPYDER
Registration Number:	2865566	TAHOE
Registration Number:	2482882	THE FORMULATION INNOVATORS
Registration Number:	2432013	THE OPTICAL ADVANTAGE
Registration Number:	2942156	THISTROL
Registration Number:	3667458	TREATY
Registration Number:	2609589	TRIAMINE
Registration Number:	1702770	TRIPLET
Registration Number:	1701361	TRI-POWER
Registration Number:	3612924	TROOPER

Registration Number:	2268933	TRUPOWER
Registration Number:	3670315	TRUSLATE
Registration Number:	2451842	TURRET
Registration Number:	2488925	TYPRUS
Registration Number:	2425517	TYPY
Registration Number:	2424747	ULTRA FLOURISH
Registration Number:	1935042	VETERAN
Registration Number:	3610293	VICTORY
Registration Number:	2957742	VIPER
Registration Number:	0539518	WEEDESTROY
Serial Number:	76438013	WIL-POWER
Serial Number:	77069587	ADONIS
Serial Number:	77451480	ANGULAR
Serial Number:	85087558	AQUASWEEP
Serial Number:	77124567	ATERA
Serial Number:	77451475	CHIME
Serial Number:	77450918	CHORUS
Serial Number:	77856220	CLASH
Serial Number:	77432558	CLEANSWEEP
Serial Number:	85087569	DEPTH CHARGE
Serial Number:	77451004	ELLIPTICAL
Serial Number:	85087564	FLOURISH
Serial Number:	77792069	GLYPHOSTATION
Serial Number:	85035575	HARVESTPRO
Serial Number:	77500306	LINE-UP
Serial Number:	77527706	PANTHER
Serial Number:	77450880	PARABOLIC
Serial Number:	77926118	PROGENY
Serial Number:	77582718	QUASAR
Serial Number:	77403807	SPIRATO
Serial Number:	85039301	TERRAIN
Serial Number:	77119571	TUSCANY
Serial Number:	77580127	TWO OX
Registration Number:	2112049	COTTONQUIK
Registration Number:	3277179	FIRSTPICK

Registration Number:	1972744	MEPEX
Registration Number:	2021336	SUPER BOLL
Registration Number:	2521084	FREEFALL

CORRESPONDENCE DATA

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Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

ATTORNEY DOCKET NUMBER:	8001801
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DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Ted Mulligan
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Signature:	/Ted Mulligan/
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Date:	11/24/2010
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Total Attachments: 72
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EXHIBIT A

PLEDGE AND SECURITY AGREEMENT

dated as of November 12, 2010

among

**NUFARM AMERICAS INC.
NUFARM, INC.,
MARMAN (NUFARM) INC.,
MARMAN HOLDINGS, LLC,
NUFARM AMERICAS HOLDINGS COMPANY,
FROST TECHNOLOGY CORPORATION,
RICHARDSON SEEDS LTD.,
NUSEED HOLDING CO.,
NUSEED AMERICAS INC.,
AGCHEM RECEIVABLES CORP.,
NUFARM USA, INC.,
and
NF AGRICULTURE INC.
as Grantors**

and

**NATIONAL AUSTRALIA BANK LIMITED,
as Security Trustee**

Linklaters

Ref: L-183564

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Pledge and Security Agreement, dated as of November 12, 2010 (this "**Agreement**"), among NUFARM AMERICAS INC., a Illinois corporation, NUFARM, INC., a Delaware corporation, MARMAN (NUFARM) INC., a Florida corporation, MARMAN HOLDINGS, LLC, a Delaware limited liability company, NUFARM AMERICAS HOLDING COMPANY, a Missouri corporation, FROST TECHNOLOGY CORPORATION, a Delaware corporation, RICHARDSON SEEDS LTD., a Texas limited partnership, NUSEED HOLDING CO., a Delaware corporation, NUSEED AMERICAS INC., a Delaware corporation, AGCHEM RECEIVABLES CORP., a Delaware corporation, NUFARM USA, INC., a Delaware corporation, NF AGRICULTURE INC., a Delaware corporation and any Additional Grantors (as defined herein) (each of the foregoing, a "**Grantor**", and collectively, the "**Grantors**"), and NATIONAL AUSTRALIA BANK LIMITED, as Security Trustee for the Beneficiaries (herein in such capacity, the "**Security Trustee**").

RECITALS:

- (A) Nufarm Australia Limited, an Australian company (the "**Borrower**") and its Subsidiaries are party to certain finance arrangements with, among others, the Security Trustee, the Negative Pledge Lenders and the Hedge Counterparties.
- (B) The Borrower, the Grantors, the other Security Providers party thereto, the Negative Pledge Lenders and the Security Trustee are party to a Security Trust Deed dated September 27, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Trust Deed**").
- (C) Pursuant to the terms of the Finance Documents, each Grantor is required to execute and deliver this Agreement.

In consideration of the premises and for other valuable consideration, the receipt and sufficiency of which the parties hereto hereby acknowledge, each of the Grantors and the Security Trustee, on behalf of itself and each Beneficiary (and each of their respective successors or permitted assigns), hereby agree as follows:

SECTION 1 DEFINITIONS; RULES OF INTERPRETATION

Section 1.1 Definition of Terms Used Herein

Unless the context otherwise requires, all capitalized terms used but not defined herein have the meanings set forth in the Security Trust Deed.

Section 1.2 UCC

Terms used herein that are defined in the UCC but not defined herein have the meanings given to them in the UCC, including the following which are capitalized herein:

Account Debtor
Account
Certificated Security
Chattel Paper
Commercial Tort Claim
Commodity Account
Commodity Contract

Commodity Intermediary
Deposit Account
Document
Equipment
Fixtures
General Intangible
Goods
Instrument
Inventory
Investment Property
Letter-of-Credit Right
Payment Intangible
Proceeds
Record
Securities Account
Securities Intermediary
Security
Security Entitlement
Supporting Obligation

Section 1.3 General Definitions

In this Agreement:

"Accounts Receivable" means (a) all rights to payment, whether or not earned by performance, for goods or other property sold, leased, licensed, assigned or otherwise disposed of, or services rendered or to be rendered, including all such rights constituting or evidenced by any Account, Chattel Paper, Instrument, General Intangible or Investment Property, together with all right, title and interest, if any, in any goods or other property giving rise to such right to payment, including any rights to stoppage in transit, replevin, reclamation and resales, and all related security interests, Liens and pledges, whether voluntary or involuntary, in each case whether now existing or owned or hereafter arising or acquired, and all Collateral Support and Supporting Obligations related to the foregoing and (b) rights to receive amounts payable under the following:

- (i) any and all rights to license products retained by any Grantor;
- (ii) all sales, leases or licenses of any other goods or products or the rendering of any other services and all collateral security and guaranties of any kind given by any Person with respect to any of the foregoing;
- (iii) any and all tax refunds and tax refund claims; and
- (iv) all money, reserves and property relating to any of the foregoing whether now or at any time hereafter in the possession or under the control of any Grantor or any agent or custodian for any Grantor.

"Additional Grantor" has the meaning assigned to that term in Section 5.2.

"Approved Depository Bank" means a bank selected or approved by the Security Trustee and with respect to which a Grantor has delivered to the Security Trustee an executed Deposit Account Control Agreement.

"Approved Securities Intermediary" means a Securities Intermediary or Commodity Intermediary selected or approved by the Security Trustee and with respect to which a Grantor has delivered to the Security Trustee an executed Control Account Agreement.

"Bankruptcy Code" means Title 11 of the United States Code entitled "Bankruptcy", as now and hereafter in effect, or any successor statute.

"Beneficiary" has the meaning assigned to that term in the Security Trust Deed.

"Capital Stock" means shares of capital stock (whether denominated as common stock or preferred stock), beneficial, partnership or membership interests, participations or other equivalents (regardless of how designated) of or in a corporation, partnership, limited liability company or equivalent entity, whether voting or non voting and all rights to subscribe for, purchase or otherwise acquire any of the foregoing.

"Cash Collateral Account" means any Deposit Account or Securities Account established by the Security Trustee in which cash and Permitted Investments may from time to time be on deposit or held therein as provided herein.

"Collateral" means the property of the Grantors described in Section 2.1 in which a Security Interest is granted to the Security Trustee for the benefit of the Beneficiaries.

"Collateral Support" means all property (real or personal) assigned, hypothecated or otherwise securing any Collateral described in Section 2.1(a) through 2.1(o), and includes any security agreement or other agreement granting a lien or security interest in such real or personal property.

"Control Account" means a Securities Account or a Commodity Account maintained by any Grantor with an Approved Securities Intermediary which account is the subject of an effective Control Account Agreement, and includes all financial assets held therein and all certificates and Instruments, if any, representing or evidencing such Control Account.

"Control Account Agreement" means a control account agreement in a form approved by the Security Trustee, executed by any Grantor and the Security Trustee and acknowledged and agreed to by the relevant Approved Securities Intermediary.

"Copyright Licenses" means any and all agreements providing for the granting of any right in or to Copyrights (whether a Grantor is licensee or licensor thereunder), including each agreement referred to in Schedule 3.8 under the heading "Copyright Licenses" and all renewals and extensions thereof.

"Copyrights" means all United States, state and foreign copyrights and all mask works fixed in semiconductor chip products (as defined in 17 U.S.C. § 901(a)(1)), whether registered or unregistered and whether published or unpublished, now or hereafter in force throughout the world, all registrations and applications therefor including the applications referred to in Schedule 3.8 under the heading "Copyrights", all rights and privileges corresponding thereto throughout the world, whether as author, assignee, transferee or otherwise, all registrations and applications for registration, including extensions, continuations, reissues and renewals of any thereof, the right to sue for past, present and future infringements of any of the foregoing, and all Proceeds of the foregoing, including licenses, royalties, fees, income, payments, claims, damages and Proceeds of suit, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office.

"Deposit Account Control Agreement" means a deposit account control agreement in a form approved by the Security Trustee, executed by any Grantor and the Security Trustee and acknowledged and agreed to by the relevant Approved Depository Bank.

"Dividends" means, in relation to any Capital Stock, all present and future: (a) dividends and distributions of any kind and any other sum received or receivable in respect of that Capital Stock; (b) rights, shares, money or other assets accruing or offered by way of redemption, substitution, exchange, bonus, option, preference or otherwise in respect of that Capital Stock; (c) allotments, offers and rights accruing or offered in respect of that Capital Stock; and (d) other rights and assets attaching to, deriving from or exercisable by virtue of the ownership of, that Capital Stock.

"Domestic Subsidiary" means any Subsidiary of a Grantor that is organized within the United States of America.

"Excluded Deposit Account" means any Deposit Account used exclusively for payroll, payroll taxes or other employee wage and benefit payments.

"Finance Document" has the meaning assigned to that term in the Security Trust Deed.

"Foreign Subsidiary" means any Subsidiary of a Grantor that is not a Domestic Subsidiary.

"Indemnified Matters" has the meaning assigned to that term in Section 9.7.

"Indemnified Party" means each Beneficiary, each affiliate thereof and each of their respective partners, controlling Persons, directors, officers, trustees, employees and agents.

"Insurance" means all contracts and policies of insurance of any kind now or in the future taken out by or on behalf of any Grantor or (to the extent of such Grantor's interest) in which it now or in the future has an interest.

"Intellectual Property" means, collectively, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks, the Trademark Licenses, the Trade Secrets and the Trade Secret Licenses.

"Joinder Agreement" means a joinder agreement, substantially in the form of Exhibit B to this Agreement, executed by an Additional Grantor and delivered to the Security Trustee.

"LLC" means any limited liability company in which any Grantor has an interest, including those set forth on Schedule 3.6.

"LLC Agreement" means the limited liability company agreement or such analogous agreement governing the operation of any LLC.

"Partnership" means any partnership in which any Grantor has an interest, including those set forth on Schedule 3.6.

"Partnership Agreement" means the partnership agreement of any Partnership or such analogous agreement governing the operation of any Partnership.

"Patent Licenses" means all agreements providing for the granting of any right in or to Patents (whether the relevant Grantor is licensee or licensor thereunder), including each agreement referred to in Schedule 3.8 under the heading "Patent Licenses" and all extensions and renewals thereof.

"Patents" means all United States, state and foreign patents and applications therefor throughout the world, including each patent and patent application referred to in Schedule 3.8 under the heading

"Patents", all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights and privileges corresponding thereto throughout the world, and all Proceeds of the foregoing, including licenses, royalties, fees, income, payments, claims, damages, and Proceeds of suit and the right to sue for past, present and future infringements of any of the foregoing.

"Permitted Lien" means:

- (i) a lien arising by operation of law in the ordinary course of day-to-day trading and not securing Finance Debt where it duly pays the indebtedness secured by that lien other than indebtedness contested in good faith;
- (ii) a charge or lien arising in favor of a Government Agency by operation of statute unless there is default in payment of moneys secured by that charge of lien;
- (iii) a netting arrangement in respect of Derivative Transactions;
- (iv) any netting or set-off arrangement (including an arrangement permitting a combination of accounts) entered into by any Group Member with a Negative Pledge Lender in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances;
- (v) any Security Interest constituted by retention of title to property (real or personal) to secure the payment of the purchase price for the property to the person so retaining title;
- (vi) any lien arising out of any judgment or award which does not give rise to an Event of Default; and
- (vii) liens otherwise permitted under the terms of the Finance Documents.

"Person" means and includes natural persons, corporations, limited partnerships, general partnerships, limited liability companies, limited liability partnerships, joint stock companies, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts and other organizations, whether or not legal entities.

"Pledged Collateral" means, collectively, the Pledged Notes, the Pledged Stock, the Pledged Partnership Interests, the Pledged LLC Interests, any other Investment Property of any Grantor, all certificates or other instruments representing any of the foregoing, all Security Entitlements of any Grantor in respect of any of the foregoing, all Dividends, interest distributions, cash, warrants, rights, 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 the foregoing. Pledged Collateral may be General Intangibles, Investment Property, Instruments or any other category of Collateral.

"Pledged LLC Interests" means all of any Grantor's right, title and interest as a member of any LLC and all of such Grantor's right, title and interest in, to and under any LLC Agreement to which it is a party.

"Pledged Notes" means all of any Grantor's right, title and interest in each Instrument evidencing Indebtedness owed to such Grantor, including all Indebtedness described on Schedule 3.6 issued by the obligors named therein, and all 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 Indebtedness.

"Pledged Partnership Interests" means all of any Grantor's right, title and interest as a limited and/or general partner in any Partnership and all of such Grantor's right, title and interest in, to and under any Partnership Agreement to which it is a party.

"Pledged Stock" means the shares of Capital Stock owned by any Grantor, including all shares of Capital Stock listed on Schedule 3.6; **provided, however, that** with respect to each Foreign Subsidiary, only the outstanding Capital Stock of such Foreign Subsidiary possessing up to but not exceeding 65% of the voting power of all classes of Capital Stock of such Foreign Subsidiary entitled to vote will be deemed to be pledged hereunder; and **provided further that** no Capital Stock of a Foreign Subsidiary that is owned by another Foreign Subsidiary will be pledged hereunder.

"Secured Money" has the meaning assigned to that term in the Security Trust Deed.

"Security Interest" means the continuing security interest in the Collateral granted to the Security Trustee for the benefit of the Beneficiaries pursuant to Section 2.1.

"Security Supplement" means any supplement to this Agreement in substantially the form of Exhibit A, executed by an authorized officer of the applicable Grantor.

"Trademark Licenses" means any and all agreements providing for the granting of any right in or to Trademarks (whether the relevant Grantor is licensee or licensor thereunder), including each agreement referred to in Schedule 3.8 under the heading "Trademark Licenses" and any and all extensions and renewals thereof.

"Trademarks" means all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade dress, service marks, certification marks, collective marks and logos, words, terms, names, symbols, designs and general intangibles of a like nature, in each case that are source or business identifiers, and any other source or business identifiers, all registrations and applications for any of the foregoing, including the registrations and applications referred to in Schedule 3.8 under the heading "Trademarks", all extensions, continuations, reissues or renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and all Proceeds of the foregoing, including licenses, royalties, fees, income, payments, claims, damages and Proceeds of suit.

"Trade Secret Licenses" means any and all agreements providing for the granting of any right in or to Trade Secrets (whether the relevant Grantor is licensee or licensor thereunder), including each agreement referred to in Schedule 3.8 under the heading "Trade Secret Licenses" and all extensions and renewals thereof.

"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 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, the right to sue for past, present and future infringement of any Trade Secret, and all Proceeds of the foregoing, including licenses, royalties, fees, income, payments, claims, damages and Proceeds of suit.

"UCC" means the Uniform Commercial Code enacted in the State of New York, as amended from time to time; **provided that** if by reason of mandatory provisions of law, the attachment, perfection, the effect of perfection or non-perfection or priority of a security interest is governed by the personal property security laws of any jurisdiction other than New York, "UCC" shall mean those personal property security laws as

in effect in such other jurisdiction for the purposes of the provisions hereof relating to such attachment, perfection or priority and for the definitions related to such provisions.

"Vehicle" means any vehicle covered by a certificate of title law of any state.

Section 1.4 Rules of Interpretation

In this Agreement, unless otherwise specified, (a) the Schedules and Exhibits to this Agreement, in each case as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions hereof are incorporated herein by reference and (b) all obligations of any Grantor hereunder will be satisfied by such Grantor at such Grantor's sole cost and expense. If any conflict or inconsistency exists between this Agreement and the Security Trust Deed, the Security Trust Deed will govern. If any conflict or inconsistency exists between this Agreement and any other Finance Document other than the Security Trust Deed, this Agreement will govern. All references herein to provisions of the UCC include all successor provisions under any subsequent version or amendment to any Article of the UCC.

Section 1.5 Certain Terms

The definitions of terms herein apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun will include the corresponding masculine, feminine and neuter forms. The words "include" and "includes" will be deemed to be followed by the phrase "without limitation". The word "will" will be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein will be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein); (b) any reference herein to any Person will be construed to include such Person's successors and permitted assigns; (c) the words "herein", "hereof" and "hereunder", and words of similar import, will be construed to refer to this Agreement in its entirety and not to any particular provision hereof; (d) all references herein to Sections, Exhibits and Schedules will be construed to refer to Sections of, and Exhibits and Schedules to, this Agreement; (e) any reference to any law or regulation herein will, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time; and (f) the words "asset" and "property" will be construed to have the same meaning and effect and to refer to any and all tangible assets and properties, including cash, securities, accounts and contract rights.

SECTION 2 GRANT OF SECURITY

Section 2.1 Grant of Security

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Money, each Grantor hereby pledges, assigns, transfers and grants to the Security Trustee, for its benefit and for the benefit of the Beneficiaries, a continuing security interest in and Lien on all of its right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located:

- (a) all Accounts;

- (b) all Chattel Paper;
- (c) all Documents;
- (d) all General Intangibles, including all Intellectual Property and that portion of the Pledged Collateral constituting General Intangibles;
- (e) all Goods and personal property of any Grantor, whether tangible or intangible, wherever located, including Inventory, Equipment, Fixtures, money, Letter-of-Credit Rights, including all rights of payment or performance under letters of credit, and any secondary obligation owed to any Grantor that supports the payment or performance of an Account, Chattel Paper, a Document, a General Intangible, a Payment Intangible, an Instrument, Investment Property or any other Collateral;
- (f) all Instruments, including that portion of the Pledged Collateral constituting Instruments;
- (g) all Deposit Accounts, including all Cash Collateral Accounts constituting Deposit Accounts;
- (h) all Insurance;
- (i) all Investment Property, including all Control Accounts, all Cash Collateral Accounts constituting Investment Property and that portion of the Pledged Collateral constituting Investment Property;
- (j) all Accounts Receivable;
- (k) all Commercial Tort Claims;
- (l) all Vehicles;
- (m) all books and records pertaining to the property described in this Section 2.1;
- (n) to the extent not otherwise included, all money or other property of any kind which is received by such Grantor in connection with refunds with respect to taxes, assessments and governmental charges imposed on such Grantor or any of its property or income;
- (o) to the extent not otherwise included, all causes of action and all money and other property of any kind received therefrom, and all money and other property of any kind recovered by any Grantor;
- (p) to the extent not otherwise included, all Collateral Support and Supporting Obligations relating to any of the foregoing; and
- (q) to the extent not otherwise included, all Proceeds of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of or in respect of any of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to any Grantor from time to time with respect to the foregoing.

For avoidance of doubt, it is expressly understood and agreed that, to the extent the UCC is revised subsequent to the date hereof such that the definition of any of the foregoing terms included in the description of Collateral is changed, the parties hereto desire that any property that is included in such changed definitions that would not otherwise be included in the foregoing grants on the date hereof be included in such grants immediately upon the effective date of such revision, it being the intention of each Grantor that the description of Collateral set forth above be construed to include the broadest possible range of assets (except as specifically excluded by Section 2.2). Notwithstanding the immediately

preceding sentence, the foregoing grants are intended to apply immediately on the date hereof to all Collateral to the fullest extent permitted by applicable law regardless of whether any particular item of Collateral is currently subject to the UCC.

Section 2.2 Certain Exclusions

Notwithstanding anything herein to the contrary, (a) in no event will the Collateral include and no Grantor will be deemed to have granted a Security Interest in, any of its right, title or interest (i) in any Intellectual Property if the grant of such Security Interest constitutes or results in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein or result in a breach of the terms of, or constitute a default under, such Intellectual Property; or (ii) in any lease, license, contract or other agreement to which such Grantor is a party, any of its rights or interests thereunder, to the extent, but only to the extent, that such a grant would, under the terms of such lease, license, contract or other agreement, or otherwise, result in a breach of the terms of, or constitute a default under, or result in the termination of any such lease, license, contract or other agreement (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-406, 9-407 or 9-408 of the UCC of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); **provided that** each Grantor agrees to use all reasonable efforts to obtain all requisite consents to enable such Grantor to provide a Security Interest in such asset and, in any event, immediately upon the ineffectiveness, lapse or termination of any such provision, the Collateral will include, and such Grantor will be deemed to have granted a Security Interest in, all such rights and interests as if such provision had never been in effect; and (b) the Secured Money will be subject to the applicable fraudulent transfer limitation provisions of the Finance Documents.

Section 2.3 Grantors Remain Liable

- (a) Anything contained herein to the contrary notwithstanding:
 - (i) each Grantor will remain liable under any contracts and agreements included in the Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed;
 - (ii) the exercise by the Security Trustee of any of its rights hereunder will not release any Grantor from any of its duties or obligations under any contracts and agreements included in the Collateral;
 - (iii) neither the Security Trustee nor any other Beneficiary will have any obligation or liability under any contracts and agreements included in the Collateral by reason of this Agreement, nor will the Security Trustee or any other Beneficiary be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder; and
 - (iv) each Grantor agrees to indemnify and hold harmless the Security Trustee and the other Beneficiaries from and against any and all liability for such performance.
- (b) Neither the Security Trustee nor any other Beneficiary nor any purchaser at a foreclosure sale under this Agreement will be obligated to assume any obligation or liability under any contracts and agreements included in the Collateral unless the Security Trustee, any such other Beneficiary or any such purchaser otherwise expressly agrees in writing to assume any or all of said obligations.

SECTION 3 REPRESENTATIONS AND WARRANTIES

Each Grantor represents and warrants to the Security Trustee and the other Beneficiaries on and as of the date hereof that:

Section 3.1 Title

Such Grantor owns or leases the Collateral purported to be owned or leased by it free and clear of any and all Liens, rights or claims of all other Persons other than Permitted Liens. Such Grantor has not filed or consented to the filing of (a) any financing statement or analogous document under the UCC or any other applicable laws covering any Collateral; (b) any assignment in which such Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office, the United States Copyright Office, or any similar office in any other jurisdiction; or (c) any assignment in which such Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for (x) Permitted Liens and (y) any financing statement or analogous document, assignment, security agreement or similar instrument evidencing Liens being terminated on the date hereof.

Section 3.2 Names; Locations

- (a) Schedule 3.2 sets forth with respect to such Grantor under the heading "Names", (i) its exact name, as such name appears in the public record of its jurisdiction of organization which shows such Grantor to have been organized; (ii) each other name that such Grantor has had in the past five years, together with the date of the relevant change; (iii) the federal taxpayer identification number of such Grantor; and (iv) the jurisdiction of organization of such Grantor and its organizational identification number or statement that such Grantor has no such number.
- (b) Schedule 3.2 sets forth with respect to such Grantor under the heading "Locations", as of the date hereof, (i) the location of the chief executive office of such Grantor; (ii) the locations of all Equipment and Inventory owned by such Grantor (except Equipment and Inventory in transit); (iii) the locations of all other Collateral owned by such Grantor and not specified in clauses (i) and (ii) above; and (iv) the places of business of such Grantor not identified in clauses (i) through (iii) above. Except as set forth on Schedule 3.2, such Grantor has not changed its jurisdiction of organization, chief executive office or other "location" (as defined in Section 9-307 of the UCC) in the past four months.
- (c) Schedule 3.2 sets forth with respect to such Grantor under the heading "Third Parties Holding Collateral", the names and addresses of all Persons other than such Grantor or the Security Trustee that have possession of any of the Collateral of such Grantor.
- (d) Except as set forth on Schedule 3.2 under the heading "Changes in Identity or Organizational Structure", such Grantor has not changed its identity or organizational structure in any way in the past four months. Changes in identity or organizational structure would include mergers, consolidations and acquisitions, as well as any change in the form or jurisdiction of such Grantor. If any such change has occurred, Schedule 3.2 sets forth the date of such change and all information applicable to each acquiree or constituent party to a merger or consolidation.

Section 3.3 Filings; Consents

- (a) Attached hereto as Exhibit C are true, complete and correct copies of search reports from the offices where any filings or recordings against any Grantor with respect to any property of the Grantor of the type included in the Collateral have been made, including a true copy of each financing statement, assignment or other filing or recording identified in such search reports.
- (b) Exhibit D sets forth true, complete and correct copies of all UCC financing statements (including fixture filings, as applicable) or other appropriate filings (including any filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office, in order to perfect the Security Interest in Collateral consisting of Patents, Trademarks and Copyrights), recordings or registrations containing an accurate description of the Collateral that have been delivered to the Security Trustee for filing in each governmental, municipal or other office specified in Schedule 3.3. Such filings, recordings and registrations are all of the filings, recordings and registrations that are necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected Security Interest in favor of the Security Trustee (for the benefit of the Beneficiaries) in respect of all Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States or in any other country. No further or subsequent filing, recording or registration is necessary in any such jurisdiction, except as provided under applicable law with respect to Intellectual Property or with respect to filing of continuation statements and, with respect to any changes to a Grantor's organizational structure or to any Grantor's organizational documents permitted by the Finance Documents, as required pursuant thereto in order for the Security Trustee to continue to have at all times following each such change a legal, valid and perfected Security Interest in all the Collateral.
- (c) No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for either (i) the pledge or grant by any Grantor of the Security Interest purported to be created in favor of the Security Trustee hereunder or (ii) the exercise by the Security Trustee of any rights or remedies in respect of the Collateral, including voting rights (whether specifically granted or created hereunder or created or provided for by applicable law), except (A) for the filings contemplated by clause (b) above, (B) recordation of the Security Interest granted herein in Intellectual Property and (C) as may be required in connection with the disposition of any Investment Property by laws generally affecting the offering and sale of securities.
- (d) All filing or recording fees and taxes payable in connection with the filings and recordings described in clause (b) above have been or promptly will be paid by such Grantor.

Section 3.4 Security Interest

The Security Interest constitutes (a) a legal and valid security interest in all Collateral securing the payment and performance of the Secured Money and (b) subject to the completion of the filings described in Section 3.3 and to value being given, a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States or any other country pursuant to the UCC or other applicable law in such jurisdictions. The Security Interest is and will be prior to any other Lien on any of the Collateral, other than Permitted Liens.

Section 3.5 Accounts Receivable

No Accounts Receivable constituting Collateral are evidenced by, or constitute, an Instrument or Chattel Paper that has not been delivered to, or otherwise subjected to the control of, the Security Trustee to the extent required by, and in accordance with Section 4.6.

Section 3.6 Pledged Collateral; Deposit Accounts

- (a) Schedule 3.6 sets forth under the headings "Securities Accounts" and "Commodity Accounts," respectively, all of the Securities Accounts and Commodity Accounts in which such Grantor has an interest as of the date hereof. Such Grantor is the sole entitlement holder of each such Securities Account and Commodity Account and such Grantor has not consented to, and is not otherwise aware of, any Person (other than the Security Trustee pursuant to this Agreement) having "control" (as defined in Sections 8-106 and 9-106 of the UCC) over, or any other interest in, any such Securities Account or Commodity Account or any Securities or other property credited thereto.
- (b) Schedule 3.6 sets forth under the heading "Deposit Accounts" all of the Deposit Accounts in which such Grantor has an interest as of the date hereof. Such Grantor is the sole account holder of each such Deposit Account and such Grantor has not consented to, and is not otherwise aware of, any Person (other than the Security Trustee pursuant to this Agreement) having "control" (as defined in Section 9-104 of the UCC) over, or any other interest in, any such Deposit Account or any money or other property deposited therein.
- (c) Schedule 3.6 sets forth under the heading "Pledged Notes" all of the Pledged Notes existing as of the date hereof with a face amount in excess of \$100,000.
- (d) Schedule 3.6 sets forth under the heading "Pledged Stock, Pledged Partnership Interests and Pledged LLC Interests," respectively, all Pledged Stock, Pledged Partnership Interests and Pledged LLC Interests of such Grantor as of the date hereof. The Pledged Stock, Pledged Partnership Interests and Pledged LLC Interests pledged hereunder by each Grantor constitute, as of the date hereof, that percentage of the issued and outstanding equity of all classes of each issuer thereof as set forth on Schedule 3.6 under the heading "Pledged Stock, Pledged Partnership Interests and Pledged LLC Interests." Schedule 3.6 identifies any such Pledged Stock, Pledged Partnership Interests or Pledged LLC Interests that are represented by Certificated Securities.
- (e) All of the Pledged Stock, Pledged Partnership Interests and Pledged LLC Interests have been duly and validly issued and, to the extent applicable, are fully paid and non assessable.
- (f) No Person other than the Security Trustee has "control" (as defined in Sections 8-106 and 9-106 of the UCC) over any Pledged Collateral of such Grantor and, other than the Pledged Partnership Interests and the Pledged LLC Interests that constitute General Intangibles, there is no Pledged Collateral other than (i) Pledged Collateral that is represented by Certificated Securities or Instruments that are in the possession of the Security Trustee and (ii) Pledged Collateral held in a Control Account.
- (g) All Pledged Collateral consisting of Certificated Securities or Instruments has been delivered to the Security Trustee.
- (h) There are no restrictions on transfer in the LLC Agreement governing any Pledged LLC Interests or in the Partnership Agreement governing any Pledged Partnership Interests or

any other agreement relating to the Pledged Collateral which would limit or restrict (i) the grant of a security interest in the Pledged LLC Interests, the Pledged Partnership Interests or the Pledged Stock; (ii) the perfection of such security interest; (iii) the exercise of remedies in respect of such perfected security interest in the Pledged LLC Interests, the Pledged Partnership Interests and the Pledged Stock; or (iv) the transfer of the Pledged LLC Interests, the Pledged Partnership Interests or the Pledged Stock, in each case as contemplated by this Agreement.

- (i) Each of the Pledged Notes constitutes the legal and valid obligation of the obligor with respect thereto, enforceable in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, and general equitable principles (whether considered in a proceeding in equity or at law).

Section 3.7 Letter-of-Credit Rights

- (a) Schedule 3.7 sets forth a true and complete list of all letters of credit under which such Grantor is the beneficiary as of the date hereof.
- (b) Such Grantor has obtained the consent of each issuer of any letter of credit listed on Schedule 3.7 to the assignment of the Proceeds of such letter of credit to the Security Trustee.

Section 3.8 Intellectual Property

- (a) Schedule 3.8 sets forth a true and complete list as of the date hereof of (i) all United States and foreign registrations of and applications for Patents, Trademarks and Copyrights owned by such Grantor and (ii) all Patent Licenses, Trademark Licenses and Copyright Licenses material to the business of such Grantor separately identifying that owned by such Grantor and that licensed to such Grantor.
- (b) All such registrations and applications for Copyrights, Patents and Trademarks are standing in the name of such Grantor, and none of the Trademarks, Patents, Copyrights or Trade Secrets has been licensed by such Grantor to any affiliate or third party, except as disclosed in Schedule 3.8.
- (c) True, complete and correct copies of short-form security agreements substantially in the form of Exhibit E containing a description of all Collateral consisting of Patents, registered Trademarks and registered Copyrights have been delivered to the Security Trustee for recording in the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 and 17 U.S.C. § 205, respectively, and the regulations thereunder, as applicable, and otherwise as may be required pursuant to the laws of any other appropriate jurisdiction, to protect the validity of and to establish a legal, valid and perfected Security Interest in favor of the Security Trustee (for the benefit of the Beneficiaries) in respect of all Collateral consisting of Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States or any other country, and no further or subsequent filing, recording or registration is necessary (other than such actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of Patents, Trademarks and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

Section 3.9 Commercial Tort Claims

Schedule 3.9 sets forth a description of all Commercial Tort Claims of such Grantor existing as of the date hereof.

SECTION 4 COVENANTS

Section 4.1 Change of Name; Location of Collateral; Place of Business

Unless a Grantor has given the Security Trustee at least 30 days' prior written notice, such Grantor will not change (a) its name; (b) its jurisdiction of organization or other "location" (as defined in Section 9-307 of the UCC); (c) the location of its chief executive office, any office in which it maintains books or records relating to Collateral owned by it or any office or facility at which Collateral owned by it is located (including the establishment of any such new office or facility), except for Collateral in transit between existing locations or Collateral whose location changes in the ordinary course of day-to-day trading; (d) its identity or organizational structure; or (e) its organizational identification number or federal taxpayer identification number. Each Grantor agrees to cooperate with the Security Trustee in making all filings that are required in order for the Security Trustee to continue at all times following such change to have a legal, valid and perfected Security Interest in all the Collateral. Each Grantor agrees promptly to notify the Security Trustee if any material portion of the Collateral owned or held by such Grantor is materially damaged or destroyed.

Section 4.2 Security Supplement

From time to time as requested by the Security Trustee, each Grantor will deliver to the Security Trustee a Security Supplement, together with all supplements to Schedules hereto or a written confirmation executed and delivered by a financial officer of such Grantor confirming that there has been no change in the information provided herein since the date of the execution and delivery of this Agreement or the date of the most recent Security Supplement or written confirmation delivered pursuant to this Section 4.2.

Section 4.3 Protection of Security

Each Grantor will, at its own cost and expense, take any and all actions necessary or desirable to defend title to the Collateral and to defend the Security Interest of the Security Trustee in the Collateral and the priority thereof against any Lien (except Permitted Liens) against all Persons. No Grantor will take or permit to be taken any action that could impair the Security Trustee's rights in the Collateral.

Section 4.4 Insurance

Each Grantor irrevocably makes, constitutes and appoints the Security Trustee (and all officers, employees or agents designated by the Security Trustee) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, after the occurrence and during the continuance of an Enforcement Event, of making, settling and adjusting claims in respect of the Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the Proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times fails to obtain or maintain any of the policies of insurance required under a Finance Document or to pay any premium in whole or part relating thereto, the Security Trustee may, without waiving or releasing any obligation or liability of such Grantor hereunder or without waiving any Enforcement Event, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Security Trustee

deems advisable. All sums disbursed by the Security Trustee in connection with this Section 4.4, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, will be payable, upon demand, by the Grantors to the Security Trustee and will constitute additional Secured Money secured hereby.

Section 4.5 Equipment and Inventory

- (a) Each Grantor hereby covenants and agrees that it will not deliver any Document evidencing any of its Equipment or Inventory to any Person other than the issuer of such Document to claim the Goods evidenced thereby or the Security Trustee.
- (b) Each Grantor hereby covenants and agrees that such Grantor will not permit, other than in the ordinary course of the Grantor's business, any Equipment, Inventory or other Goods of such Grantor having a value greater than \$100,000, individually, or \$200,000, in the aggregate, to be in the possession or control of any third party (including warehousemen, bailees, agents or processors) at any time, unless such third party has been notified of the Security Trustee's Security Interest and has acknowledged and agreed in writing to hold such Equipment, Inventory or other Goods subject to the Security Interest and the instructions of the Security Trustee and to waive and release any Lien held by it with respect to such Equipment, Inventory or other Goods, whether arising by operation of law or otherwise.
- (c) Each Grantor hereby covenants and agrees that with respect to any item of such Grantor's Equipment that is covered by a certificate of title under a statute of any jurisdiction under the law of which indication of a Security Interest on such certificate is required as a condition of perfection thereof, upon the reasonable request of the Security Trustee, such Grantor will (i) provide information with respect to any such Equipment; (ii) execute and file with the registrar of motor vehicles or other appropriate authority in such jurisdiction an application or other document requesting the notation or other indication of the Security Interest created hereunder on such certificate of title; and (iii) promptly deliver to the Security Trustee copies of all such applications or other documents so filed and copies of all such certificates of title so issued during each calendar quarter indicating the Security Interest created hereunder in the items of Equipment covered thereby.

Section 4.6 Accounts Receivable

- (a) Each Grantor hereby covenants and agrees that it will keep and maintain at its own cost and expense satisfactory and complete records of its Accounts Receivable, including the originals of all documentation with respect to its Accounts Receivable and records of all payments received and all credits granted on such Accounts Receivable, all merchandise returned and all other dealings therewith.
- (b) Each Grantor hereby covenants and agrees that it will mark conspicuously, in form and manner reasonably satisfactory to the Security Trustee, all Chattel Paper, Instruments and other items evidencing Accounts Receivable (other than any delivered to the Security Trustee as provided herein), as well as the related Records, with an appropriate reference to the fact that such Accounts Receivable have been collaterally assigned to the Security Trustee for the benefit of the Beneficiaries and that the Security Trustee has a Security Interest therein.

- (c) Each Grantor hereby covenants and agrees that other than in the ordinary course of business as generally conducted by it on and prior to the date hereof and consistent with its sound business judgment, and except as otherwise provided in clause (d) below, no Grantor will (i) grant any extension or renewal of the time of payment of any Accounts Receivable; (ii) compromise, compound or settle any dispute, claim or legal proceeding with respect to any Accounts Receivable for less than the total unpaid balance thereof, or release, wholly or partially, any Person liable for the payment thereof; (iii) allow any credit or discount whatsoever thereon; or (iv) amend, supplement or modify any Account in any manner that could materially adversely affect the value thereof.
- (d) Each Grantor hereby covenants and agrees that except as otherwise provided in this subsection, such Grantor will continue to collect all amounts due or to become due to such Grantor under its Accounts Receivable and any Supporting Obligation and diligently exercise its material rights under such Accounts Receivable, any Supporting Obligation or Collateral Support, in each case, at its own expense, and in connection with such collections and exercise, such Grantor will take such action as such Grantor or the Security Trustee may deem reasonably necessary or advisable. Notwithstanding the foregoing, the Security Trustee will have the right at any time following the occurrence and during the continuance of an Enforcement Event to notify, or require any Grantor to notify, any Account Debtor of the Security Trustee's Security Interest in the Accounts Receivable and any Supporting Obligation and the Security Trustee may: (i) direct the Account Debtors under any Accounts Receivable to make payment of all amounts due or to become due to any Grantor thereunder directly to the Security Trustee; (ii) notify, or require a Grantor to notify, each Person maintaining a lockbox or similar arrangement to which Account Debtors under any Accounts Receivable have been directed to make payment to remit all amounts representing collections on checks and other payment items from time to time sent to or deposited in such lockbox or other arrangement directly to the Security Trustee; and (iii) enforce, at the expense of any Grantor, collection of any such Accounts Receivable and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done. If the Security Trustee notifies a Grantor that it has elected to collect the Accounts Receivable in accordance with the preceding sentence, any payments of Accounts Receivable received by such Grantor will be forthwith (and in any event within two Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Security Trustee or in blank, if required, in a Cash Collateral Account maintained under the sole dominion and control of the Security Trustee, and until so turned over, all amounts and Proceeds (including checks and other instruments) received by such Grantor in respect of the Accounts Receivable, any Supporting Obligation or Collateral Support will be received in trust for the benefit of the Security Trustee hereunder and will be segregated from other funds of such Grantor and the Grantor will not adjust, settle or compromise the amount or payment of any Accounts Receivable, or release wholly or partly any Account Debtor or obligor thereof, or allow any credit or discount thereon without the prior written consent of the Security Trustee.
- (e) Each Grantor hereby covenants and agrees that it will use its commercially reasonable efforts to keep in full force and effect any Supporting Obligation or Collateral Support relating to its Accounts Receivable.
- (f) If at any time any Grantor takes a security interest in any property of an Account Debtor or any other Person to secure payment and performance of an Account in excess of

\$100,000, to the extent permissible under the document granting a security interest, such Grantor will promptly assign such security interest to the Security Trustee. Such assignment need not be filed of public record unless necessary to continue the perfected status of the security interest against creditors of and transferees from the Account Debtor or other Person granting the security interest.

- (g) With respect to any Accounts Receivable in excess of \$100,000, individually, or \$200,000, in the aggregate, that is evidenced by, or constitutes, Chattel Paper, each Grantor will, following an Event of Default, cause each originally executed copy thereof to be delivered to the Security Trustee (or its agent or designee) appropriately indorsed to the Security Trustee or indorsed in blank: (i) with respect to any such Accounts Receivable in existence on the date hereof, on or prior to the date hereof; and (ii) with respect to any such Accounts Receivable hereafter arising, immediately, and in any event within ten days of such Grantor acquiring rights therein. With respect to any Accounts Receivable in excess of \$100,000, individually, or \$200,000, in the aggregate, that constitutes "electronic chattel paper" under Article 9 of the UCC, each Grantor will take all steps necessary to give the Security Trustee "control" (as defined in Section 9-105 of the UCC) over such Accounts Receivable (x) with respect to any such Accounts Receivable in existence on the date hereof, on or prior to the date hereof, and (y) with respect to any such Accounts Receivable hereafter arising, within ten days of such Grantor acquiring rights therein. Any Accounts Receivable not otherwise required to be delivered or subjected to the control of the Security Trustee in accordance with this Section 4.6 will be delivered or subjected to such control upon request of the Security Trustee.
- (h) Each Grantor hereby covenants and agrees that it will not deliver or sell any Accounts Receivable that is evidenced by, or constitutes, Chattel Paper, to any Person other than to the Security Trustee in accordance with Section 4.6(g) above.

Section 4.7 Pledged Collateral; Deposit Accounts

- (a) Each Grantor hereby covenants and agrees that, without the prior written consent of the Security Trustee, which will not be unreasonably withheld, delayed or conditioned, it will not vote or take any other action to amend or terminate any Partnership Agreement, LLC Agreement, certificate of incorporation, by-laws or other organizational documents in any way that materially changes the rights of such Grantor with respect to any Pledged Collateral or adversely affects the validity, perfection or priority of the Security Trustee's Security Interest.
- (b) The Grantor hereby covenants and agrees that after the date hereof, without the prior written consent of the Security Trustee, it will not designate or specify in any document or contract that any of the Pledged LLC Interests, the Pledged Partnership Interests or the Pledged Stock are governed by Article 8 of the UCC.
- (c) Each Grantor will cause any Indebtedness held by such Grantor having a principal amount greater than \$100,000 (other than Investment Property held through a Securities Intermediary and intercompany loans among any Group Members) to be evidenced by a duly executed promissory note, bond, debenture or similar instrument that is pledged and delivered to the Security Trustee pursuant to the terms hereof and duly indorsed to the order of the Security Trustee or in blank; **provided, however, that** if in the event any Group Member evidences an intercompany loan among any Group Members with a promissory

note, bond, debenture or similar instrument, then all intercompany loans held by a Grantor having a principal amount greater than \$100,000 shall be evidenced by a duly executed promissory note, bond, debenture or similar instrument that is pledged and delivered to the Security Trustee pursuant to the terms hereof and duly indorsed to the order of the Security Trustee or in blank.

- (d) Each Grantor hereby covenants and agrees that, in the event it establishes or acquires rights in any Pledged Collateral or Deposit Accounts after the date hereof, it will deliver to the Security Trustee a completed Security Supplement together with all supplements to Schedules hereto, reflecting such new Pledged Collateral or Deposit Accounts and all other Pledged Collateral or Deposit Accounts. Notwithstanding the foregoing, it is understood and agreed that the Security Interest of the Security Trustee will attach to all Pledged Collateral and Deposit Accounts immediately upon such Grantor's acquisition of rights therein and will not be affected by the failure of such Grantor to deliver a supplement to Schedule 3.6 as required hereby.
- (e) Each Grantor hereby covenants and agrees that it will enforce all of its rights with respect to any Pledged Collateral and Deposit Accounts.
- (f) Each Grantor agrees that with respect to (x) any Securities Accounts, Commodity Accounts or Deposit Accounts (other than Excluded Deposit Accounts) listed on Schedule 3.6 on the date of this Agreement, it will comply with the provisions of this Section 4.7(f) promptly, and in any event within sixty days of the date of this Agreement, in each case in form and substance satisfactory to the Security Trustee, and (y) any Pledged Collateral or Deposit Accounts hereafter acquired by such Grantor (or to any Deposit Account which ceases to be an Excluded Deposit Account), it will comply with the provisions of this Section 4.7(f) promptly, and in any event within ten days (or, in the case of Securities Accounts, Commodity Accounts or Deposit Accounts, sixty days) of such Grantor acquiring rights therein, in each case in form and substance satisfactory to the Security Trustee.
 - (i) With respect to any Pledged Collateral consisting of Securities Accounts, Securities Entitlements, Commodity Accounts or Commodity Contracts, it will cause the Securities Intermediary or Commodity Intermediary (as applicable) maintaining such Securities Account, Securities Entitlement or Commodity Account to enter into a Control Agreement.
 - (ii) With respect to any Deposit Account (other than any Excluded Deposit Account), it will cause the depository institution maintaining such account to enter into a Deposit Account Control Agreement. With respect to any Excluded Deposit Account, no Grantor will accumulate or maintain cash in such account as of any date of determination in excess of checks outstanding against such account as of that date and amounts necessary to meet minimum balance requirements for such account.
 - (iii) With respect to any Pledged Collateral constituting Certificated Securities and any Instruments acquired or pledged after the date hereof, it will deliver or cause to be delivered to the Security Trustee all such Certificated Securities and Instruments, stock powers duly executed in blank or other instruments of transfer reasonably satisfactory to the Security Trustee and all such instruments and documents as the Security Trustee may reasonably request in order to give effect to the pledge granted hereby.

- (iv) If any issuer of any Pledged Collateral is located in a jurisdiction outside of the United States, each Grantor will take such additional actions, including causing the issuer to register the pledge on its books and records or making such filings or recordings, in each case as may be necessary or advisable, under the laws of such issuer's jurisdiction to insure the validity, perfection and priority of the Security Interest of the Security Trustee.
 - (v) Upon the occurrence and during the continuance of an Enforcement Event, the Security Trustee will have the right, without notice to the Grantors, to transfer all or any portion of the Pledged Collateral to its name or the name of its nominee or agent. In addition, the Security Trustee will have the right at any time, without notice to the Grantors, to exchange any certificates or Instruments representing any Pledged Collateral for certificates or Instruments of smaller or larger denominations.
- (g) **Voting and Distributions**
- (i) So long as no Enforcement Event has occurred and is continuing:
 - (A) except as otherwise provided in this Section 4.7 or elsewhere herein or in any other Finance Document, each Grantor will be entitled to exercise or refrain from exercising any and all voting and other consensual rights pertaining to the Pledged Collateral or any part thereof for any purpose not inconsistent with the terms of this Agreement or the other Finance Documents; **provided, however, that** such Grantor will not be entitled to exercise any such right if the result thereof could materially and adversely affect the rights inuring to a holder of the Pledged Collateral or the rights and remedies of any Beneficiary under this Agreement or any other Finance Document or the ability of the Beneficiaries to exercise the same;
 - (B) the Security Trustee will promptly execute and deliver (or cause to be executed and delivered) to each Grantor all proxies and other instruments as such Grantor may from time to time reasonably request for the purpose of enabling such Grantor to exercise the voting and other consensual rights when and to the extent that it is entitled to exercise the same pursuant to clause (A) above and to receive the cash Dividends that it is entitled to receive pursuant to clause (C) below; and
 - (C) each Grantor will be entitled to receive and retain any and all cash Dividends, interest, principal, distributions, Securities or other property paid on the Pledged Collateral to the extent and only to the extent that such cash Dividends, interest, principal, distributions, Securities or other property are permitted by, and otherwise paid in accordance with, the terms and conditions of the Finance Documents and applicable laws. All non-cash Dividends, interest, principal, distributions, Securities or other property, and all Dividends, interest, principal, distributions, Securities or other property paid or payable in cash or otherwise in connection with a partial or total liquidation or dissolution, return of capital, capital surplus or paid-in surplus, and all other distributions (other than distributions referred to in the preceding sentence) made on or in respect of the Pledged Collateral, whether paid or payable in cash or otherwise, whether resulting from a

subdivision, combination or reclassification of the outstanding Capital Stock of the issuer of any Pledged Collateral or received in exchange for Pledged Collateral or any part thereof, or in redemption thereof, or as a result of any merger, consolidation, acquisition or other exchange of assets to which such issuer may be a party or otherwise, will be and become part of the Collateral without any further action. Such Grantor will immediately take all steps, if any, required, necessary or desirable to ensure the validity, perfection, priority and, if applicable, "control" (as defined in Article 8 or Article 9 of the UCC, as applicable) of the Security Trustee over such Dividends, interest, principal, distributions, Securities or other property (including delivery thereof to the Security Trustee) and pending any such action such Grantor will be deemed to hold such Dividends, interest, principal, distributions, Securities or other property in trust for the benefit of the Security Trustee and such property will be segregated from all other property of such Grantor.

- (ii) Upon the occurrence and during the continuance of an Enforcement Event:
 - (A) all rights of the Grantors to exercise or refrain from exercising the voting and other consensual rights that they would otherwise be entitled to exercise pursuant hereto will cease and all such rights will thereupon become vested in the Security Trustee who will thereupon have the sole right to exercise such voting and other consensual rights; **provided that**, subject to the terms of the Finance Documents, the Security Trustee will have the right from time to time following the occurrence of an Enforcement Event to permit the Grantors to exercise such rights;
 - (B) in order to permit the Security Trustee to exercise the voting and other consensual rights that it may be entitled to exercise pursuant hereto and to receive all Dividends, interest and other distributions that it may be entitled to receive hereunder: (1) the Grantors will promptly execute and deliver (or cause to be executed and delivered) to the Security Trustee all proxies, Dividend payment orders and other instruments as the Security Trustee may from time to time reasonably request and (2) each Grantor acknowledges that the Security Trustee may utilize the power of attorney set forth in Section 6.1; and
 - (C) all rights of the Grantors to Dividends, interest or principal that any Grantor is authorized to receive pursuant to clause (g)(i)(C) above will cease, and all such rights will thereupon become vested in the Security Trustee, which will have the sole and exclusive right and authority to receive and retain such Dividends, interest or principal.

After an Enforcement Event has been waived, each Grantor will have the right to exercise the voting and consensual rights and powers that it would otherwise be entitled to exercise pursuant to the terms of clause (g)(i) above.

Section 4.8 Letter-of-Credit Rights

Each Grantor hereby covenants and agrees that with respect to any letter of credit issued to such Grantor after the date hereof it will obtain the consent of the issuer thereof to the assignment of the Proceeds of

the letter of credit to the Security Trustee and will deliver to the Security Trustee a completed Security Supplement, together with all supplements to Schedule 3.7, describing such letter of credit.

Section 4.9 Intellectual Property

- (a) In no event will any Grantor, either itself or through any agent, employee, licensee or designee, file an application for any material Patent, Trademark or Copyright (or for the registration of any material Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, unless such Grantor promptly (but in no event later than 30 days after such Grantor obtains knowledge thereof) informs the Security Trustee and delivers to the Security Trustee a completed Security Supplement together with all supplements to Schedules hereto, upon request of the Security Trustee, executes and delivers any and all agreements, instruments, documents and papers as the Security Trustee may reasonably request to evidence the Security Trustee's Security Interest in such Patent, Trademark or Copyright. Each Grantor hereby appoints the Security Trustee as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.
- (b) Upon the occurrence and during the continuance of an Enforcement Event, each Grantor will use its best efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all of such Grantor's right, title and interest thereunder to the Security Trustee or its designee.

Section 4.10 Commercial Tort Claims

Each Grantor hereby covenants and agrees that with respect to any Commercial Tort Claim arising after the date hereof it will deliver to the Security Trustee a completed Security Supplement, together with all supplements to Schedules hereto, reflecting such new Commercial Tort Claims.

SECTION 5 FURTHER ASSURANCES; ADDITIONAL GRANTORS

Section 5.1 Further Assurances

- (a) Each Grantor agrees that from time to time, at its expense, it will execute and deliver to the Security Trustee all further instruments and documents and take all further action, that may be necessary or desirable, or that the Security Trustee may reasonably request, in order to create and/or maintain the validity, perfection or priority of and protect any Security Interest granted or purported to be granted hereby or to enable the Security Trustee to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, such Grantor will:
 - (i) execute, acknowledge, deliver and cause to be duly filed all such further instruments, documents, endorsements, powers of attorney or notices, and take all such actions as may be necessary or desirable, or as the Security Trustee may from time to time reasonably request, to preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing

statements (including fixture filings) or other documents in connection herewith or therewith;

- (ii) take all actions necessary or desirable to ensure the recordation of appropriate evidence of the Security Interest granted hereunder in the Intellectual Property with any intellectual property registry in which said Intellectual Property is registered or in which an application for registration is pending, including the United States Patent and Trademark Office, the United States Copyright Office, the various Secretaries of State (or equivalent), and the foreign counterparts of any of the foregoing;
 - (iii) at the Security Trustee's request, appear in and defend any action or proceeding that may affect such Grantor's title to or the Security Trustee's Security Interest in all or any material part of the Collateral.
- (b) Without limiting the generality of the foregoing, each Grantor hereby authorizes the Security Trustee, with prompt notice thereof to such Grantor, to supplement this Agreement by supplementing the Schedules hereto or adding additional schedules hereto to identify specifically any asset or item that constitutes Copyrights, Licenses, Patents or Trademarks; **provided, however, that** such Grantor will have the right, exercisable within 10 days after notice by the Security Trustee with respect to such Collateral, to advise the Security Trustee in writing of any inaccuracy of the representations and warranties made by such Grantor hereunder with respect to such Collateral.
- (c) Each Grantor hereby authorizes the Security Trustee to file a Record or Records, including financing statements, continuation statements and, in each case, amendments thereto, in all jurisdictions and with all filing offices as the Security Trustee may determine, in its sole discretion, are necessary or advisable to perfect the Security Interest granted to the Security Trustee herein, without the signature of such Grantor. Such financing statements may describe the Collateral in the same manner as described herein or may contain an indication or description of the Collateral that describes such property in any other manner as the Security Trustee may determine, in its sole discretion, is necessary, advisable or prudent to ensure the perfection of the Security Interest in the Collateral granted to the Security Trustee herein, including describing such property as "all assets" or "all personal property". Each Grantor agrees that a photographic or other reproduction of this Agreement or of a financing statement will be sufficient as a financing statement and may be filed as a financing statement in any and all jurisdictions.

Section 5.2 Additional Grantors

From time to time subsequent to the date hereof, additional Persons may become parties hereto as additional Grantors (each, an "Additional Grantor") by executing a Joinder Agreement. Upon delivery of any such Joinder Agreement to the Security Trustee, notice of which is hereby waived by Grantors, each Additional Grantor will be a Grantor and will be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder will not be affected or diminished by the addition or release of any other Grantor hereunder, nor by any election of the Security Trustee not to cause any Subsidiary of any Grantor or the Borrower to become an Additional Grantor hereunder. This Agreement will be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

SECTION 6
SECURITY TRUSTEE APPOINTED ATTORNEY-IN-FACT

Section 6.1 Power of Attorney

- (a) Each Grantor hereby irrevocably makes, constitutes and appoints the Security Trustee (and all officers, employees or agents designated by the Security Trustee) as such Grantor's true and lawful agent and attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor, the Security Trustee or otherwise, from time to time in the Security Trustee's discretion, to take any action and to execute any instrument that the Security Trustee may deem reasonably necessary or advisable to accomplish the purposes of this Agreement, including the following:
- (i) upon the occurrence and during the continuance of an Enforcement Event,
 - (A) to receive, endorse, assign, collect and deliver any and all notes, acceptances, checks, drafts, money orders or other instruments, documents and Chattel Paper or other evidences of payment relating to the Collateral;
 - (B) to ask for, demand, collect, sue for, recover, compound, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral;
 - (C) to sign the name of such Grantor on any invoice or Document relating to any of the Collateral;
 - (D) to send verifications of Accounts Receivable to any Account Debtor;
 - (E) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral;
 - (F) to settle, compromise, compound, adjust or defend any claims, actions, suits or proceedings relating to all or any of the Collateral;
 - (G) to notify, or to require such Grantor to notify, Account Debtors to make payment directly to the Security Trustee;
 - (H) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral; and
 - (I) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Security Trustee were the absolute owner thereof for all purposes, and to do, at the Security Trustee's option and such Grantor's expense, at any time or from time to time, all acts and things that the Security Trustee deems reasonably necessary to protect, preserve or realize upon the Collateral and the Security Trustee's Security Interest therein in order to effect the intent of this Agreement, all as fully and effectively as such Grantor might do;
 - (ii) to prepare and file Records (including UCC financing statements) as further described in Section 5.1(c);

- (iii) to prepare, sign and file for recordation in any intellectual property registry appropriate evidence of the Security Interest granted herein in the Intellectual Property Collateral in the name of such Grantor as assignor; and
- (iv) to take or cause to be taken all actions necessary to perform or comply or cause performance or compliance with the terms of this Agreement, including to pay or discharge taxes or Liens (other than Permitted Liens) levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Security Trustee in its sole discretion, any such payments made by the Security Trustee to become obligations of such Grantor to the Security Trustee, due and payable immediately without demand.

Section 6.2 No Duty on the Part of Security Trustee or Beneficiaries

Notwithstanding any other provision of this Agreement, nothing herein contained will be construed as requiring or obligating the Security Trustee or any other Beneficiary to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Security Trustee or any other Beneficiary, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby, and no action taken or omitted to be taken by the Security Trustee or any other Beneficiary with respect to the Collateral or any part thereof will give rise to any defense, counterclaim or offset in favor of any Grantor or to any claim or action against the Security Trustee or any other Beneficiary. It is understood and agreed that the appointment of the Security Trustee as the agent and attorney-in-fact of each Grantor for the purposes set forth above is coupled with an interest and is irrevocable. The provisions of this Section 6.2 will in no event relieve any Grantor of any of its obligations hereunder or under any other Finance Document with respect to the Collateral or any part thereof or impose any obligation on the Security Trustee or any other Beneficiary to proceed in any particular manner with respect to the Collateral or any part thereof, or in any way limit the exercise by the Security Trustee or any other Beneficiary of any other or further right that it may have on the date of this Agreement or hereafter, whether hereunder, under any other Finance Document, by law or otherwise. The Security Trustee and the other Beneficiaries will be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents will be responsible to the Grantors for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

SECTION 7 REMEDIES

Section 7.1 Remedies Upon Enforcement Event

- (a) Upon the occurrence and during the continuance of an Enforcement Event, the Security Trustee may exercise in respect of the Collateral, in addition to all other rights and remedies provided for herein or otherwise available to it at law or in equity, all the rights and remedies of a secured party on default under the UCC (whether or not the UCC applies to the affected Collateral) or any other applicable law, and also may pursue any of the following separately, successively or simultaneously:
 - (i) with respect to any Collateral consisting of Intellectual Property, on demand, cause the Security Interest to become an assignment, transfer and conveyance of any or

all of such Collateral by the applicable Grantors to the Security Trustee, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Security Trustee may determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained);

- (ii) require a Grantor to, and each Grantor hereby agrees that it will at its expense and promptly upon request of the Security Trustee forthwith, assemble all or part of the Collateral as directed by the Security Trustee and make it available to the Security Trustee at a place to be designated by the Security Trustee that is reasonably convenient to both parties;
- (iii) with or without legal process and with or without prior notice or demand for performance, to take possession of the Collateral and to enter without breach of the peace any premises owned or leased by the Grantors where the Collateral may be located for the purpose of taking possession of or removing the Collateral;
- (iv) prior to the disposition of the Collateral, store, process, repair or recondition the Collateral or otherwise prepare the Collateral for disposition in any manner to the extent the Security Trustee deems appropriate;
- (v) exercise dominion and control over, issue a notice of exclusive control (as defined in the applicable Deposit Account Control Agreement or Control Account Agreement) with respect to and refuse to permit further withdrawals (whether of money, securities, instruments or other property) from any Cash Collateral Account maintained with the Security Trustee constituting part of the Collateral;
- (vi) without prior notice except as specified below, sell, assign, lease, license (on an exclusive or non-exclusive basis) or otherwise dispose of the Collateral or any part thereof in one or more parcels at public or private sale or at any broker's board or on any securities exchange, at any of the Security Trustee's offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as the Security Trustee may deem commercially reasonable; **provided that** (i) the Security Trustee will be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to Persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof; (ii) upon consummation of any such sale the Security Trustee will have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold; (iii) each such purchaser at any such sale will hold the property sold absolutely, free from any claim or right on the part of any Grantor; and (iv) each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay, valuation and appraisal that such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted; and
- (vii) with respect to any Collateral consisting of contracts or agreements, the Security Trustee may notify or require a Grantor to notify any counterparty to such contract or agreement to make all payments thereunder directly to the Security Trustee.

- (b) The Security Trustee or any other Beneficiary may be the purchaser of any or all of the Collateral at any sale thereof and the Security Trustee, as agent for and representative of the Beneficiaries, will be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such public sale, to use and apply any of the Secured Money as a credit on account of the purchase price for any Collateral payable by the Security Trustee at such sale.
- (c) Each Grantor hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made will be deemed reasonable if sent to the Borrower, addressed as set forth in the notice provisions of the Security Trust Deed, at least ten days prior to (i) the date of any such public sale or (ii) the time after which any such private sale or other disposition may be made. Such notice, in the case of a public sale, will state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, will state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale will be held at such time or times during ordinary business hours and at such place or places as the Security Trustee may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Security Trustee may (in its sole and absolute discretion) determine. The Security Trustee will not be obligated to make any sale of any Collateral if it determines not to do so, regardless of the fact that notice of sale of such Collateral may have been given. The Security Trustee may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Security Trustee until the sale price is paid by the purchaser or purchasers thereof, but the Security Trustee will not incur any liability in case any such purchaser or purchasers fails to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof will be treated as a sale thereof; the Security Trustee will be free to carry out such sale pursuant to such agreement and the Grantors will not be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Security Trustee has entered into such an agreement the Enforcement Event has been waived and the Secured Money paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Security Trustee may proceed by a suit or suits at law or in equity to foreclose upon the Collateral and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Each Grantor hereby waives any claims against the Security Trustee arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price that might have been obtained at a public sale, even if the Security Trustee accepts the first offer received and does not offer such Collateral to more than one offeree.

- (d) If the Proceeds of any sale or other disposition of the Collateral are insufficient to pay the entire outstanding amount of the Secured Money, the Grantors will be liable for the deficiency and the fees of any attorneys employed by the Security Trustee to collect such deficiency. Each Grantor further agrees that a breach of any of the covenants contained in this Section will cause irreparable injury to the Security Trustee, that the Security Trustee has no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section will be specifically enforceable against the Grantors, and the Grantors hereby waive and agree not to assert any defenses in an action for specific performance of such covenants except for a defense that no default has occurred giving rise to the Secured Money becoming due and payable prior to their stated maturities. Nothing in this Section will in any way alter the rights of the Security Trustee hereunder.
- (e) The Security Trustee may sell the Collateral without giving any warranties as to the Collateral. The Security Trustee may specifically disclaim any warranties of title or the like. This procedure will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.
- (f) The Security Trustee will have no obligation to marshal any of the Collateral.

Section 7.2 Intellectual Property

For the purpose of enabling the Security Trustee to exercise rights and remedies under this Section 7.2 at such time as the Security Trustee is lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Security Trustee an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sub-license any of the Collateral consisting of Intellectual Property subject, in the case of Trademarks, to sufficient rights to quality control and inspection in favor of such Grantor to avoid the risk of invalidation of such Trademark, now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. Such license to the Security Trustee may be exercised, at the option of the Security Trustee, upon the occurrence and during the continuance of an Enforcement Event; **provided that** any license, sub-license or other transaction entered into by the Security Trustee in accordance herewith will be binding upon the Grantors notwithstanding any subsequent waiver of an Enforcement Event.

Section 7.3 Application of Proceeds

The Security Trustee will apply the proceeds of any collection or sale of the Collateral as provided in the Security Trust Deed. Subject to the terms of the Security Trust Deed, the Security Trustee will have absolute discretion as to the time and manner of application of any such Proceeds. Upon any sale of the Collateral by the Security Trustee (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Security Trustee or of the officer making the sale will be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers will not be obligated to see to the application of any part of the purchase money paid over to the Security Trustee or such officer or be answerable in any way for the misapplication thereof. Any proceeds received by the Grantors will be held in trust for and forthwith paid over to the Security Trustee. All proceeds received by the Security Trustee hereunder will be held by the Security Trustee in a Cash Collateral Account. All proceeds while held by the Security Trustee (or by any Grantor in trust for the Security Trustee) will continue to be held by the Security Trustee (for itself and for the benefit of the

Beneficiaries) as collateral security for the Secured Money and will not constitute payment thereof until applied as provided in the Security Trust Deed.

Section 7.4 Securities Act, etc.

Each Grantor understands that compliance with the U.S. federal securities laws might very strictly limit the course of conduct of the Security Trustee if the Security Trustee were to attempt to dispose of all or any part of the Pledged Collateral, and might also limit the extent to which or the manner in which any subsequent transferee of any Pledged Collateral could dispose of the same. Similarly, there may be other legal restrictions or limitations affecting the Security Trustee in any attempt to dispose of all or part of the Pledged Collateral under applicable Blue Sky laws or other state securities laws or similar laws analogous in purpose or effect. Each Grantor recognizes that, in light of such restrictions and limitations, the Security Trustee may, with respect to any sale of the Pledged Collateral, limit the purchasers to those who will agree, among other things, to acquire such Pledged Collateral for their own account, for investment, and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that, in light of such restrictions and limitations, the Security Trustee, in its sole and absolute discretion exercised in good faith, (a) may proceed to make such a sale whether or not a registration statement for the purpose of registering such Pledged Collateral or part thereof has been filed under the U.S. federal securities laws and (b) may approach and negotiate with a single potential purchaser to effect such sale. Each Grantor acknowledges and agrees that any such sale might result in prices and other terms less favorable to the seller than if such sale were a public sale without such restrictions. In the event of any such sale, the Security Trustee will incur no responsibility or liability for selling all or any part of the Pledged Collateral at a price that the Security Trustee, in its sole and absolute discretion, may in good faith deem reasonable under the circumstances, notwithstanding the possibility that a substantially higher price might have been realized if the sale were deferred until after registration as aforesaid or if more than a single purchaser were approached. The provisions of this Section 7.4 will apply notwithstanding the existence of a public or private market upon which the quotations or sales prices might exceed substantially the price at which the Security Trustee sells.

SECTION 8 STANDARD OF CARE; SECURITY TRUSTEE MAY PERFORM

The powers conferred on the Security Trustee hereunder are solely to protect its interest in the Collateral and will not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Security Trustee will have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. The Security Trustee will be deemed to have exercised reasonable care in the custody and preservation of Collateral in its possession if such Collateral is accorded treatment substantially equal to that which the Security Trustee accords its own property. Neither the Security Trustee nor any of its directors, officers, employees or agents will be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or will be under any obligation to sell or otherwise dispose of any Collateral upon the request of the Grantors or otherwise. If any Grantor fails to perform any agreement contained herein, the Security Trustee may itself perform, or cause performance of, such agreement, and the expenses of the Security Trustee incurred in connection therewith will be payable by such Grantor in accordance with the Security Trust Deed.

SECTION 9 MISCELLANEOUS

Section 9.1 Notices

All communications and notices hereunder will (except as otherwise expressly permitted herein) be in writing and given as provided in the notice provisions of the Security Trust Deed.

Section 9.2 Security Interest Absolute

All rights of the Security Trustee hereunder, the Security Interest and all obligations of the Grantors hereunder will be absolute and unconditional irrespective of (a) any lack of validity or enforceability of any Finance Document, any agreement with respect to any of the Secured Money or any other agreement or instrument relating to any of the foregoing; (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Money, or any other amendment or waiver of or any consent to any departure from any Finance Document or any other agreement or instrument; (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any collateral security or guarantee securing or guaranteeing all or any of the Secured Money; or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Grantors in respect of the Secured Money or this Agreement (other than the indefeasible payment in full in cash of the Secured Money).

Section 9.3 Termination

- (a) This Agreement and the Security Interest will terminate when all Secured Money then due and owing have been indefeasibly paid in full in cash, at which time the Security Trustee will execute and deliver to the Grantors, at the Grantors' expense, all UCC termination statements, releases and similar documents that the Grantors may reasonably request to evidence such termination.
- (b) Upon any sale, lease, transfer or other disposition of any item of Collateral of any Grantor in accordance with the terms of the Finance Documents, the security interest of the Security Trustee in such Collateral shall be automatically released. The Security Trustee shall execute and deliver to such Grantor, at such Grantor's expense, all UCC termination statements, releases and similar documents that the Grantors may reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted hereby.
- (c) Any execution and delivery of termination statements, releases or other documents pursuant to this Section 9.3 will be without recourse to or warranty by the Security Trustee.

Section 9.4 Survival of Agreement

All covenants, agreements, representations and warranties made by the Grantors herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement will be considered to have been relied upon by the Beneficiaries and will survive the making by the Beneficiaries of any extensions of credit, regardless of any investigation made by the Beneficiaries or on their behalf, and will continue in full force and effect until this Agreement terminates.

Section 9.5 Binding Effect

The provisions of this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that no Grantor may assign or otherwise

transfer any of its rights or obligations hereunder or any interest in the Collateral (and any such assignment, or transfer will be null and void) except as expressly contemplated by this Agreement or the Security Trust Deed.

Section 9.6 Successors and Permitted Assigns

This Agreement will be binding upon and inure to the benefit of each of the parties hereto and each of the Beneficiaries and their respective successors and permitted assigns, and nothing herein is intended, or will be construed, to give any other Person any right, remedy or claim under, to or in respect of this Agreement or any Collateral. All references to any Security Provider will include any Security Provider as debtor-in-possession and any receiver or trustee for such Security Provider in any Insolvency Proceeding.

Section 9.7 Security Trustee's Fees and Expenses; Indemnification

- (a) Each Grantor agrees to pay upon demand to the Security Trustee the amount of any and all out-of-pocket expenses, including the fees, disbursements and other charges of its counsel (including allocated costs of internal counsel and costs of settlement) and of any experts or agents, that the Security Trustee may incur in connection with (i) the administration of this Agreement; (ii) the custody or preservation of, or the sale of, collection from or other realization upon any of the Collateral; (iii) the exercise, enforcement or protection of any of the rights of the Security Trustee hereunder; or (iv) the failure of any Grantor to perform or observe any of the provisions hereof.
- (b) Without limitation of its indemnification obligations under the other Finance Documents, each Grantor agrees to indemnify the Security Trustee and the other Indemnified Parties against, and hold each of them harmless from, any and all claims, damages, liabilities, obligations, losses, penalties, actions, judgments, suits, costs, disbursements and expenses of any kind or nature (including fees and disbursements of counsel to the Security Trustee or any other Indemnified Party), which may be imposed on, incurred by or asserted against any such Indemnified Party in connection with or arising out of any investigation, litigation or proceeding, whether or not the Security Trustee or any other Indemnified Party is a party thereto, whether direct, indirect, or consequential and whether based on any federal, state or local law, statute or regulation, securities or commercial law or regulation, or under common law or in equity, or in contract, tort or otherwise, in any manner relating to or arising out of this Agreement, or any act, event or transaction related or attendant to any thereof, or in connection with any investigation of any potential matter covered hereby (collectively, the "Indemnified Matters"); **provided, however, that the Grantors will not have any obligation under this Section 9.7(b) to the Security Trustee or any other Indemnified Party with respect to any Indemnified Matter to the extent of any gross negligence or willful misconduct of the Security Trustee or any other Indemnified Party, as determined by a court of competent jurisdiction in a final non-appealable judgment or order.**
- (c) Any such amounts payable as provided hereunder will constitute additional Secured Money secured hereby and by the other Security Documents. The provisions of this Section 9.7 will remain operative and in full force and effect regardless of the termination of this Agreement or any other Finance Document, the consummation of the transactions contemplated hereby, the repayment of any of the Loans, the invalidity or unenforceability of any term or provision of this Agreement or any other Finance Document, or any investigation made by or on behalf of the Security Trustee, any Negative Pledge Lender or

any other Beneficiary. All amounts due under this Section 9.7 will be payable on written demand therefor. Each Grantor agrees that any indemnification or other protection provided to any Indemnified Party pursuant to this Agreement will (i) survive payment in full of the Secured Money and (ii) inure to the benefit of any Person who was at any time a Security Trustee or Indemnified Party under this Agreement.

- (d) Each Grantor agrees that neither the Security Trustee nor any Indemnified Party will have any liability (whether direct or indirect, in contract, tort or otherwise) to any Security Provider or any of its respective Subsidiaries or any of its equity holders or creditors for or in connection with the transactions contemplated hereby and in the other Finance Documents, except to the extent such liability is found in a final judgment by a court of competent jurisdiction to have resulted primarily from the Security Trustee's or such Indemnified Party's gross negligence or willful misconduct. In no event, however, will the Security Trustee or any Indemnified Party be liable on any theory of liability for any special, indirect, consequential or punitive damages and each Grantor hereby waives, releases and agrees (for itself and on behalf of its Subsidiaries) not to sue upon any such claim for any such damages, whether or not accrued and whether or not known or suspected to exist in its favor.

Section 9.8 Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD REQUIRE APPLICATION OF ANOTHER LAW.

Section 9.9 Waivers; Amendment

- (a) No failure on the part of the Security Trustee to exercise and no delay in exercising any power or right hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Security Trustee and the other Beneficiaries hereunder and under the other Finance Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of this Agreement or any other Finance Document or consent to any departure by the Grantors therefrom will in any event be effective unless the same is permitted by paragraph (b) below, and then such waiver or consent will be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Grantor in any case will entitle such Grantor or any other Grantor to any other or further notice or demand in similar or other circumstances.
- (b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Security Trustee and the Grantors, subject to any consent required in accordance with the Security Trust Deed.

Section 9.10 Waiver of Jury Trial

EACH OF THE PARTIES TO THIS AGREEMENT HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT OR ANY TRANSACTIONS PROVIDED HEREUNDER OR CONTEMPLATED HEREBY. The scope of this waiver is intended to be encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this Agreement or any transaction provided hereunder or contemplated hereby, including contract claims, tort claims, breach of duty claims and all other common law and statutory claims. Each party hereto acknowledges that this waiver is a material inducement to enter into a business relationship, that each party has already relied on this waiver in entering into this Agreement, and that each party will continue to rely on this waiver in their related future dealings. Each party hereto further warrants and represents that it has reviewed this waiver with its legal counsel and that it knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. **THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 9.10 AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER WILL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT.** In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

Section 9.11 Severability

In case any provision in or obligation under this Agreement is invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, will not in any way be affected or impaired thereby.

Section 9.12 Counterparts; Effectiveness

This Agreement and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered will be deemed an original, but all such counterparts together will constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. This Agreement will become effective upon the execution and delivery of a counterpart hereof by each of the parties hereto. Delivery of an executed facsimile or ".PDF" ("PDF") counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement. The Security Trustee may also require that any such facsimile or PDF signatures be confirmed by a manually signed original thereof; **provided that** the failure to request or deliver the same shall not limit the effectiveness of any facsimile or PDF signature delivered.

Section 9.13 Section Titles

The Section titles contained in this Agreement are and will be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

Section 9.14 Consent to Jurisdiction and Service of Process

ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST ANY GRANTOR ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY OBLIGATIONS HEREUNDER, MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE, COUNTY AND

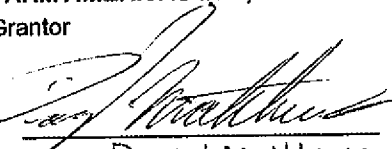
CITY OF NEW YORK. BY EXECUTING AND DELIVERING THIS AGREEMENT, EACH GRANTOR, FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, IRREVOCABLY:

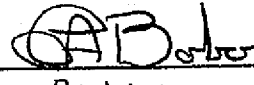
- (A) ACCEPTS GENERALLY AND UNCONDITIONALLY THE NONEXCLUSIVE JURISDICTION AND VENUE OF SUCH COURTS;
- (B) WAIVES ANY DEFENSE OF *FORUM NON CONVENIENS*;
- (C) AGREES THAT SERVICE OF ALL PROCESS IN ANY SUCH PROCEEDING IN ANY SUCH COURT MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO SUCH GRANTOR AT ITS ADDRESS PROVIDED IN ACCORDANCE WITH SECTION 9.1;
- (D) AGREES THAT SERVICE AS PROVIDED IN CLAUSE (C) ABOVE IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER SUCH GRANTOR IN ANY SUCH PROCEEDING IN ANY SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT;
- (E) AGREES THAT THE SECURITY TRUSTEE AND THE BENEFICIARIES RETAIN THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO BRING PROCEEDINGS AGAINST SUCH GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION; AND
- (F) AGREES THAT THE PROVISIONS OF THIS SECTION 9.14 RELATING TO JURISDICTION AND VENUE WILL BE BINDING AND ENFORCEABLE TO THE FULLEST EXTENT PERMISSIBLE UNDER NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1402 OR OTHERWISE.

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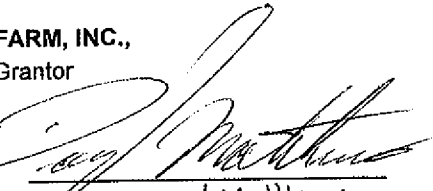
In witness whereof, the Grantors and the Security Trustee have caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.


NUFARM AMERICAS INC.,
as Grantor

By: 
Name: Darryl Matthews
Title: President

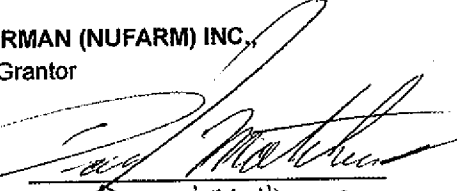
By: 
Name: Gary Barber
Title: Secretary


NUFARM, INC.,
as Grantor

By: 
Name: Darryl Matthews
Title: President

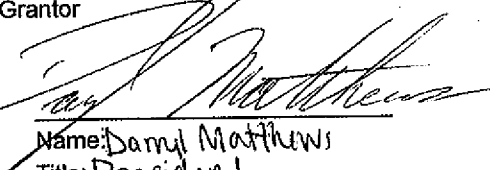
By: 
Name: Gary Barber
Title: Secretary

MARMAN (NUFARM) INC.,
as Grantor

By: 
Name: Darryl Matthews
Title: President

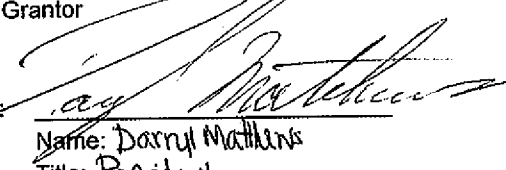
By: 
Name: Gary Barber
Title: Secretary


MARMAN HOLDINGS, LLC,
as Grantor

By: 
Name: Darryl Matthews
Title: President

By: 
Name: Gary Barber
Title: Secretary

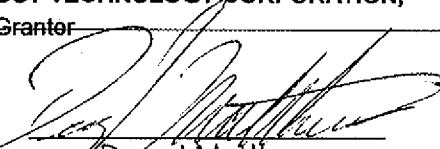
NUFARM AMERICAS HOLDING COMPANY,
as Grantor

By: 
Name: Darryl Matthews
Title: President

By: 
Name: Gary Barber
Title: Secretary

FROST TECHNOLOGY CORPORATION,

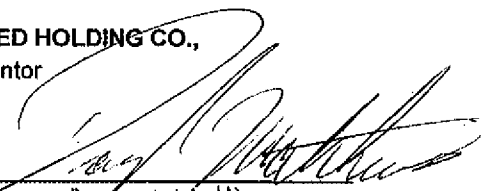
as Grantor

By: 
Name: Darryl Matthews
Title: President

By: 
Name: Gary Barber
Title: Secretary

NUSEED HOLDING CO.,

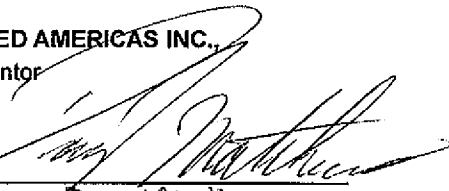
as Grantor

By: 
Name: Darryl Matthews
Title: President

By: 
Name: Gary Barber
Title: Secretary

NUSEED AMERICAS INC.,

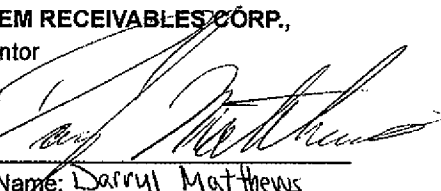
as Grantor


By: 
Name: Darryl Matthews
Title: President

By: 
Name: Gary Barber
Title: Secretary

AGCHEM RECEIVABLES CORP.,

as Grantor

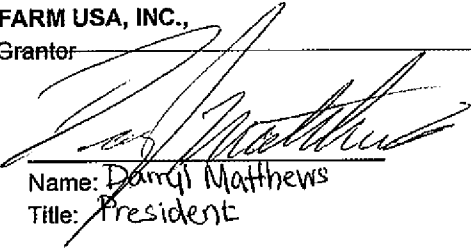
By: 
Name: Darryl Matthews
Title: President

By: 
Name: Gary Barber
Title: Secretary


NUFARM USA, INC.,

as Grantor

By:


Name: Darryl Matthews
Title: President

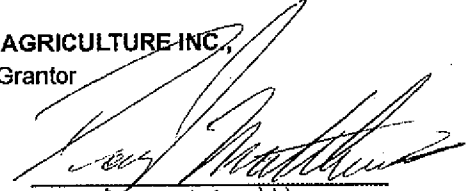
By:


Name: Gary Barber
Title: Secretary


NF AGRICULTURE INC.,

as Grantor

By:


Name: Darryl Matthews
Title: President

By:


Name: Gary Barber
Title: Secretary

RICHARDSON SEEDS LTD.,

as Grantor

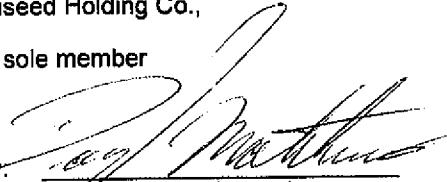
By: Richardson Seeds Management, L.L.C.,

its sole general partner


By: Nuseed Holding Co.,

its sole member

By:


Name: Darryl Matthews
Title: President

By:


Name: Gary Barber
Title: Secretary

**Schedule 3.2
Names and Locations**

Names

Grantor's correct legal name:	Previous names:	Additional names:	Federal tax ID number:	Jurisdiction of organization and organizational ID number:
NUFARM AMERICAS INC.	Riverdale Chemical Company	<i>none</i>	36-2071342	Illinois - 28793171
NUFARM, INC.	<i>none</i>	<i>none</i>	43-1802568	Delaware - 2830643
MARMAN (NUFARM) INC.	<i>none</i>	<i>none</i>	59-2110843	Florida - F30946
MARMAN HOLDINGS, LLC	<i>none</i>	<i>none</i>	59-3691120	Delaware - 3308123
NUFARM AMERICAS HOLDING COMPANY	Nufarm Americas Inc.	<i>none</i>	43-1663574	Missouri - 00391614
FROST TECHNOLOGY CORPORATION	<i>none</i>	<i>none</i>	22-3040076	Delaware - 2215559
RICHARDSON SEEDS LTD.	<i>none</i>	<i>none</i>	75-1627446	Texas - 800089077
NUSEED HOLDING CO.	<i>none</i>	<i>none</i>	27-2382171	Delaware - 4804591
NUSEED AMERICAS INC.	<i>none</i>	<i>none</i>	27-2382264	Delaware - 4804589
AGCHEM RECEIVABLES CORP.	<i>none</i>	<i>none</i>	20-0853406	Delaware - 3630350
NUFARM USA, INC.	<i>none</i>	<i>none</i>	43-1802568	Delaware - 3988807
NF AGRICULTURE INC.	<i>none</i>	<i>none</i>	59-3809976	Delaware - 3022351

Locations

Grantor's correct legal name:	Location of chief executive office:	Locations of Equipment and Inventory:	Locations of other Collateral:	Additional place of business:
NUFARM AMERICAS INC.	150 Harvester Dr., Suite 200 Burr Ridge, IL 60527	See Annex A	<i>none</i>	104 T.W. Alexander Dr. Research Triangle Park, NC 27709; 501 Cascade Pointe Lane, Suite 103 Cary, NC 27513
NUFARM, INC.	150 Harvester Dr., Suite 200 Burr Ridge, IL 60527	<i>none</i>	<i>none</i>	<i>none</i>

MARMAN (NUFARM) INC.	150 Harvester Dr., Suite 200 Burr Ridge, IL 60527	<i>none</i>	<i>none</i>	<i>none</i>
MARMAN HOLDINGS, LLC	150 Harvester Dr., Suite 200 Burr Ridge, IL 60527	<i>none</i>	<i>none</i>	<i>none</i>
NUFARM AMERICAS HOLDING COMPANY	150 Harvester Dr., Suite 200 Burr Ridge, IL 60527	<i>none</i>	<i>none</i>	<i>none</i>
FROST TECHNOLOGY CORPORATION	150 Harvester Dr., Suite 200 Burr Ridge, IL 60527	<i>none</i>	<i>none</i>	<i>none</i>
RICHARDSON SEEDS LTD.	150 Harvester Dr., Suite 200 Burr Ridge, IL 60527	Vega Texas Office PO Box 80 (3095 Co. RD 26) Vega, TX 79092 Lubbock, Texas Office 3908 N. Frankford, Lubbock, TX 79416	Vega Texas Office Office PO Box 60 (3095 Co. RD 26) Vega, TX 79092 Lubbock, Texas Office 3908 N. Frankford, Lubbock, TX 79416	<i>none</i>
NUSEED HOLDING CO.	150 Harvester Dr., Suite 200 Burr Ridge, IL 60527	<i>none</i>	<i>none</i>	<i>none</i>
NUSEED AMERICAS INC.	150 Harvester Dr., Suite 200 Burr Ridge, IL 60527	<i>none</i>	<i>none</i>	<i>none</i>
AGCHEM RECEIVABLES CORP.	150 Harvester Dr., Suite 200 Burr Ridge, IL 60527	<i>none</i>	<i>none</i>	<i>none</i>
NUFARM USA, INC.	150 Harvester Dr., Suite 200 Burr Ridge, IL 60527	<i>none</i>	<i>none</i>	<i>none</i>
NF AGRICULTURE INC.	150 Harvester Dr., Suite 200 Burr Ridge, IL 60527	<i>none</i>	<i>none</i>	<i>none</i>

Third Parties Holding Collateral

None.

Changes in Identity or Organizational Structure

- Nufarm Americas Holding Co. purchased Marman Holdings, LLC, a Delaware limited liability company, on 30 July 2010.

**Schedule 3.3
Filings**

Grantor	Filing office:
NUFARM AMERICAS INC.	Illinois Secretary of State
NUFARM, INC.	Delaware Secretary of State
MARMAN (NUFARM) INC.	Florida Secretary of State
MARMAN HOLDINGS, LLC	Delaware Secretary of State
NUFARM AMERICAS HOLDING COMPANY	Missouri Secretary of State
FROST TECHNOLOGY CORPORATION	Delaware Secretary of State
RICHARDSON SEEDS LTD.	Texas Secretary of State
NUSEED HOLDING CO.	Delaware Secretary of State
NUSEED AMERICAS INC.	Delaware Secretary of State
AGCHEM RECEIVABLES CORP.	Delaware Secretary of State
NUFARM USA, INC.	Delaware Secretary of State
NF AGRICULTURE INC.	Delaware Secretary of State

**Schedule 3.6
Pledged Collateral; Deposit Accounts**

Securities Accounts

None.

Commodity Accounts

None.

Deposit Accounts

Grantor	Type of Account	Name and Address of Approved Depository Bank	Account Number
Nufarm Americas Inc.	Checking Account	JP Morgan Chase	1089945
	Concentration Account		644604936
Marman (Nufarm) Inc.	Checking Account	JP Morgan Chase	1108653
Richardson Seeds Ltd.	Operating Account	JP Morgan	837476696
Richardson Seeds Ltd.	Vega cash deposits/petty cash	Friona State Bank	140001848
Richardson Seeds Ltd.	Lubbock cash deposits/petty cash	American State Bank	100889

Pledged Notes

Grantor	Issuer	Amount of Note	Maturity Date
Nufarm Americas Inc.	Dale Mellody	\$216,000	<i>January 15, 2013</i>
Nufarm Americas Inc.	Andy Thomas	\$170,000	<i>May 15, 2014</i>

Pledged Stock, Pledged Partnership Interests and Pledged LLC Interests

None.

**Schedule 3.7
Letters of Credit**

None.

**Schedule 3.8
Intellectual Property**

Copyrights

None.

Copyright Licenses

None.

Patents

Assignee	Title	Reg. No. or Appln. No.	Date
Nufarm Americas Inc.	Glyphosate composition and method of controlling weeds	12/230,711	March 5, 2009
Nufarm Americas Inc.	Liquid herbicidal compositions and use thereof in a granular herbicide	6,825,151	November 30, 2004
Nufarm Americas Inc.	Liquid herbicidal compositions and use thereof in a granular herbicide	6,579,831	June 17, 2003
Nufarm Americas Inc. (Acquired from Entek Corporation)	Compositions comprising a phosphonic compound and sulfuric acid-amide adduct and methods for controlling vegetation using such compositions	5,541,149	July 30, 1996
Nufarm Americas Inc.	Method of manufacturing a dry water soluble herbicidal salt composition	5,266,553	November 30, 1993
Nufarm Americas Inc. (Acquired from BASF Aktiengesellschaft)	Pesticide Aqueous Flowable Compositions	5,073,189	December 17, 1991
Nufarm Americas Inc. (Acquired from BASF Aktiengesellschaft)	Pesticide Liquid Concentration Compositions	4,871,388	October 3, 1987
Nufarm Americas Inc (acquired from Etigra, LLC)	Insecticidally Coated Fertilizer Solids	11/544,011	Provisional application
Nufarm Americas Inc (acquired from Etigra, LLC)	Insecticidally Coated Fertilizer Solids and Methods of Preparation	11/687,174	Provisional application

Patent Licenses

Grantor	Patent(s) Licensed	Name of Agreement	Parties	Date
Nufarm Americas Inc.	7,008,904	Patent License Agreement	Monsanto Company Nufarm Americas Inc.	June 2, 2009
Nufarm Americas Inc.	5,783,203	Settlement Agreement	Bayer Cropscience AG Bayer Cropscience LP Nufarm Americas Inc.	November 15, 2007
Nufarm Americas Inc.	6,232,272	License Agreement	Helena Chemical Company Nufarm Americas Inc.	January 1, 2004

Trademarks

Assignee	Mark	Reg. No. or Appln. No.	Date
REGISTERED TRADEMARKS			
Assignee	Trademark	Registration No.	Registration Date
Nufarm Americas Inc	4-SPEED	3716388	11/24/2009
Nufarm Americas Inc	AGRI TIN	2441270	4/3/2001
Nufarm Americas Inc	AGRI-MYCIN (stylized)	599524	12/21/1954
Nufarm Americas Inc	AQUANEAT	2523045	12/25/2001
Nufarm Americas Inc	AS-50	818968	11/22/1966
Nufarm Americas Inc	ASSERT	1316526	1/29/1985
Nufarm Americas Inc	BETTER CHOICES.	3750510	2/16/2010
	BETTER BUSINESS.		
Nufarm Americas Inc	BLIGHTBAN	2158914	5/19/1998
Nufarm Americas Inc	BRAZEN	3686549	9/22/2009
Nufarm Americas Inc	BUTOXONE	784229	2/2/1965
Nufarm Americas Inc	CANDOR	3673971	8/25/2009
Nufarm Americas Inc	CATHEDRAL	3269869	7/24/2007
Nufarm Americas Inc	CHAMP	1632127	1/22/1991
Nufarm Americas Inc	CHAMP DRY PRILL	2573162	5/28/2002
Nufarm Americas Inc	CHAMPION	1412827	10/14/1986
Nufarm Americas Inc	CLEAN SLATE	3370504	1/15/2008
Nufarm Americas Inc	CLOAK	3680271	9/8/2009
Nufarm Americas Inc	COMET	3723136	12/8/2009
Nufarm Americas Inc	COOL POWER	3660587	7/28/2009
Nufarm Americas Inc	COOL POWER	2162836	6/2/1998
Nufarm Americas Inc	CORSAIR	2731934	7/1/2003
Nufarm Americas Inc	CREDIT	2376147	8/8/2000
Nufarm Americas Inc	CURIO	3745021	2/2/2010
Nufarm Americas Inc	CUTBACK	3399773	3/18/2008
Nufarm Americas Inc	DAGGER	2336756	3/28/2000
Nufarm Americas Inc	DIABLO	3150634	10/3/2006
Nufarm Americas Inc	DISSOLVE	1756019	3/2/1993
Nufarm Americas Inc	DRI-CLEAN	2065858	5/27/1997
Nufarm Americas Inc	DYNAMO	3715785	11/24/2009
Nufarm Americas Inc	ESCALADE	3101843	6/6/2006
Nufarm Americas Inc	EXTRA CREDIT 5	2986130	8/16/2005
Nufarm Americas Inc	FORESTERS	2657026	12/3/2002
Nufarm Americas Inc	GARRISON	3325176	10/30/2007
Nufarm Americas Inc	GIBGRO	1669100	12/24/1991
Nufarm Americas Inc	GLYKAMBA	3077537	4/4/2006
Nufarm Americas Inc	HERBI-QUAT	3338498	11/20/2007
Nufarm Americas Inc	HORSEPOWER	2188439	9/8/1998
Nufarm Americas Inc	KAISO	3436849	5/27/2008
Nufarm Americas Inc	KAMBA	2616390	9/10/2002
Nufarm Americas Inc	LAZER	3233850	4/24/2007
Nufarm Americas Inc	MAGELLAN	2694089	3/4/2003
Nufarm Americas Inc	MALLET	3262299	7/10/2007
Nufarm Americas Inc	MANOR	2740286	7/22/2003
Nufarm Americas Inc	MANTRA	3455119	6/24/2008
Nufarm Americas Inc	MENACE	3188091	12/19/2006
Nufarm Americas Inc	MYCOSHIELD	1149570	3/31/1981
Nufarm Americas Inc	NUPHATE	3392503	3/4/2008

REGISTERED TRADEMARKS

Nufarm Americas Inc	OPTICAL and Design	2649095	11/12/2002
Nufarm Americas Inc	ORCHARD CLEAN	3064512	2/28/2006
Nufarm Americas Inc	PASTURE MD	2903860	11/16/2004
Nufarm Americas Inc	PATRIOT	2787357	11/25/2003
Nufarm Americas Inc	PATRON	2816905	2/24/2004
Nufarm Americas Inc	PHOSTROL	2825505	3/23/2004
Nufarm Americas Inc	PLATFORM	3763656	3/23/2010
Nufarm Americas Inc	PLATOON	2889819	9/28/2004
Nufarm Americas Inc	POLARIS	3195060	1/2/2007
Nufarm Americas Inc	PROCLIPSE	3206872	2/6/2007
Nufarm Americas Inc	PRODEUCE	3288711	9/4/2007
Nufarm Americas Inc	PROSEGE	3838638	8/24/2010
Nufarm Americas Inc	PURESTAND	3056568	1/31/2006
Nufarm Americas Inc	QUINCEPT	3463825	7/8/2008
Nufarm Americas Inc	RAPPORT	3686550	9/22/2009
Nufarm Americas Inc	RAZOR	2494764	10/2/2001
Nufarm Americas Inc	RAZOR BURN	3453504	6/24/2008
Nufarm Americas Inc	RECOIL	3033016	12/20/2005
Nufarm Americas Inc	RELEGATE	3705769	11/3/2009
Nufarm Americas Inc	RHONOX	2942158	4/19/2005
Nufarm Americas Inc	UTESIZE	3185476	12/19/2006
Nufarm Americas Inc	RITEWAY	3160527	10/17/2006
Nufarm Americas Inc	RIVERDALE	2470112	7/17/2001
Nufarm Americas Inc	ROUGHNECK	3336452	11/13/2007
Nufarm Americas Inc	SATIVA	3716387	11/24/2009
Nufarm Americas Inc	SIGNET	3712742	11/17/2009
Nufarm Americas Inc	SOLUTION WATER	1757541	3/9/1993
	SOLUBLE		
Nufarm Americas Inc	SPOILER	3544229	12/9/2008
Nufarm Americas Inc	SPYDER	2863463	7/13/2004
Nufarm Americas Inc	TAHOE	2865566	7/20/2004
Nufarm Americas Inc	THE FORMULATION	2482882	8/28/2001
	INNOVATORS		
Nufarm Americas Inc	THE OPTICAL	2432013	2/27/2001
	ADVANTAGE		
Nufarm Americas Inc	THISTROL	2942156	4/19/2005
Nufarm Americas Inc	TREATY	3667458	8/11/2009
Nufarm Americas Inc	TRIAMINE	2609589	8/20/2002
Nufarm Americas Inc	TRIPLET	1702770	7/28/1992
Nufarm Americas Inc	TRI-POWER	1701361	7/21/1992
Nufarm Americas Inc	TROOPER	3612924	4/28/2009
Nufarm Americas Inc	TRUPOWER	2268933	8/10/1999
Nufarm Americas Inc	TRUSLATE	3670315	8/18/2009
Nufarm Americas Inc	TURRET	2451842	5/15/2001
Nufarm Americas Inc	TYPRUS	2488925	9/11/2001
Nufarm Americas Inc	TYPY	2425517	1/30/2001
Nufarm Americas Inc	ULTRA FLOURISH	2424747	1/30/2001
Nufarm Americas Inc	VETERAN	1935042	11/14/1995
Nufarm Americas Inc	VICTORY	3610293	4/21/2009
Nufarm Americas Inc	VIPER	2957742	5/31/2005
Nufarm Americas Inc	WEEDESTROY (stylized)	539518	3/20/1951
Nufarm Americas Inc	WIL-POWER	76438013	7/19/2005

PENDING TRADEMARKS

Applicant	Trademark	Application No.	Filing Date
Nufarm Americas Inc	ADONIS	77/069587	12/21/2006
Nufarm Americas Inc	ANGULAR	77/451480	4/17/2008
Nufarm Americas Inc	AQUA SWEEP	85/087558	7/19/2010
Nufarm Americas Inc	ATERA	77/124567	3/7/2007
Nufarm Americas Inc	CHIME	77/451475	4/17/2008
Nufarm Americas Inc	CHORUS	77/450918	4/17/2008
Nufarm Americas Inc	CLASH	77/856220	10/23/2009
Nufarm Americas Inc	CLEANSWEEP	77/432558	3/26/2008
Nufarm Americas Inc	DEPTH CHARGE	85/087569	7/19/2010
Nufarm Americas Inc	ELLIPTICAL	77/451004	4/17/2008
Nufarm Americas Inc	FLOURISH	85/087564	7/19/2010
Nufarm Americas Inc	GLYPHOSTATION	77/792069	7/29/2009
Nufarm Americas Inc	HARVESTPRO	85/035575	5/11/2010
Nufarm Americas Inc	LINE-UP	77/500306	6/16/2008
Nufarm Americas Inc	PANTHER	77/527706	7/21/2008
Nufarm Americas Inc	PARABOLIC	77/450880	4/17/2008
Nufarm Americas Inc	PROGENY	77/926118	2/2/2010
Nufarm Americas Inc	QUASAR	77/582718	9/30/2008
Nufarm Americas Inc	SPIRATO	77/403807	2/22/2008
Nufarm Americas Inc	TERRAIN	85/039301	5/14/2010
Nufarm Americas Inc	TUSCANY	77/119571	3/1/2007
Nufarm Americas Inc	TWO OX	77/580127	9/26/2008

ACQUIRED TRADEMARKS

Assignor	Trademark	Registration No.	Registration Date
DuPont	Cottonquick	2112049	11/11/1997
DuPont	Firstpick	3277179	8/7/2007
DuPont	Mepex	1972744	5/7/1996
DuPont	Super Boll	2021336	12/3/19
DuPont	FreeFall	2521084	12/18/2001

Trademark Licenses

Grantor	Trademark(s) Licensed	Name of Agreement	Parties	Date
Nufarm Americas Inc.	Abundit™	Trademark License Agreement	E.I. DuPont De Nemours and Company Nufarm Americas Inc.	October 23, 2009
Nufarm Americas Inc.	Weedmaster®	Weedmaster® Trademark License and Dicamba Supply Agreement	BASF Corporation Nufarm Americas Inc.	January 1, 2008

Trade Secret Licenses

Grantor	Trade Secret(s) Licensed	Name of Agreement	Parties	Date
Nufarm, Inc.	US provisional patent application serial #60/253708, "Continuous Process for the Manufacture of Granular Fungicide Products	Champ DP License Agreement	Phibro-Tech Inc. Nufarm, Inc.	May 1, 2001

**Schedule 3.9
Commercial Tort Claims**

None.

Annex A

Locations of Equipment and Inventory of Nufarm Americas Inc.

WH Code	Amount @ 8/31/10	Name of WH	Address
IL03	\$11,819,000	Chicago Heights Plant	220 E. 17th Street Chicago Heights IL 60411
AR02	11,645.77	Helena Chemical, West Helena	Hwy 49 bypass Highway 242 South 72390 West Helena AR
AR06	33,855.85	BPS	28 Philips Road 324 72390 Helena AR
AZ02	551,575.00	Gowan Milling LLC	12300 E. County 8th Street 85365 Yuma AZ
AZ03	1,675,772.43	Desert Depot, Yuma, Az	3050 S. Ave. 7E 85366 Yuma AZ
CA01	1,716,375.86	American Warehouse, Fresno	3150 S. Willow 93725 Fresno CA
CO01	1,484.49	Estes, Denver	11333 East 55th Ave Unit C 80239 Denver CO
FL04	2,412.46	Osprey Biotec	1833-A 57th Avenue 34243 Sarasota FL
FL05	4,173.00	Port of Fort Everglades, FL	1850 Eller Drive 33316 Fort Lauderdale FL
FL02	1,672,355.22	United Ag	2100 Moore's Lane 33860 Mulberry FL
GA05	134.64	CJB Industries	2114 Cypress Street 31601 Valdosta GA
GA07	10,021.46	Valdosta Distribution Center	1560 Old Clyattville Road 31601 Valdosta GA
GA03	1,920,067.03	Bold Formulators	364 Fitzgerald Highway 31774 Ocilla GA
GA01	2,485,962.75	Gray Distribution, Albany	1315 Industry Avenue PO Box 3047 31707 Albany GA
GA04	2,533,015.60	BASF	3524 C Hwy 41 South 31794 Tifton GA
IA06	114,579.38	Van Diest Supply, Webster City	1434 220th Street 50595 Webster City IA
IL07	145.00	Jacobson, Rockford, IL	3686 S. Central Ave 61102 Rockford IL
IL11	1,079,785.04	Bulkmatic, Chicago Heights	2351 State Street 60411 Chicago Heights IL
IL08	1,896,535.35	Heniff, Channahon, IL	23330 South Frontage Road West 60410 Channahon IL
IL09	6,503,896.24	Jacobson Warehouse, IL	480 Lincoln Hwy 60411 Chicago Heights IL
IL21	40,398,967.69	Jacobson Whse, Sauk Village	21751 Jason Rasmussen Drive 60411 Sauk Village IL
IN05		Eco-Pak	9211 E. Jackson St.

	60,144.55		47383 Selma IN
IN09	521,124.65	Knox Fertilizer, Knox, IN	2660 East 100S 46534 Knox IN
IN07	581,422.18	MidAmerica, Indianapolis, IN	1380 Perry Road 46168 Plainfield IN
KS04	7,610.43	Star Seed, Bunker Hill	109 9th Street 67626 Bunker Hill KS
KS01	120,139.38	Warehousing and More, Kansas	2233 Hwy 36 66090 Wathena KS
LA01	10,502.85	Helena, Crowley	19171 Hwy 90 70526 Crowley LA
MN01	110,928.39	Amerilab	2765 Niagara Lane North 55447 Plymouth MN
MN03	612,476.77	West Central, Brooten MN	P.O. Box 248 1600 State Highway 55 56316 Brooten MN
MO07	338.12	Aerofil Technology Inc	225 Industrial Park Drive 63080 Sullivan MO
MO08	10,700.41	Tri-Rinse	1402 South Second Street 63104 St. Louis MO
MO06	20,243.37	Albaugh	4900 Packers Avenue 64504 St. Joseph MO
MO04	1,569,501.23	Pony Express Warehousing, Inc.	2315 Lower Lake Road 64504 St. Joseph MO
MS01	193,202.50	Jimmy Sanders Seed	518 North Sharp Street 38732 Cleveland MS
MS05	1,064,977.63	Platte Chemical	917 Platte Road 38704 Greenville MS
MS02	1,295,536.80	Odom Industries - Waynesboro	800 Odom Ind Road 39367 Waynesboro MS
MS06	3,694,496.72	Cascio Warehouse, Greenville	1795 North Theobold Street 38701 Greenville MS
NC01	1,071,821.35	American Warehousing, Goldsboro	117 By-Pass South PO Box 2064-27533 27530 Goldsboro NC
ND01	3,984,765.94	Ag Depot, Grand Forks	1160 12th Street NE 58201 Grand Forks ND
NJ02	15,261.91	Bartlo Packaging	61 Willet Street 7055 Passaic NJ
NY04	82,558.81	Bonide Products	6301 Sutliff Road 13424 Oriskany NY
OH05	46,886.30	Turf Care Supply Corp- WHSE18	100 Picoma Road 43935 Martins Ferry OH
OH01	248,929.21	Wright Distribution, Lima	1-75 Exit 1000 Hanthorn Road 45804 Lima OH
OK05	1,500.13	Estes, Oklahoma City	1819 NW 5th Street 73106 Oklahoma City OK
OK04	17,505.91	Estes, Clinton	Hwy 183 South to Smith Industrial Park 73601 Clinton OK
OK01	60,168.24	Helena Chemical, Atlas	Hwy 283 N 73521 Atlas OK

PA01	770,124.74	Jacobson Whse, Levittown	41 Runway Road 19057 Levittown PA
TN01	1,256,485.46	Nickey A&I Warehouse	3185 Tranquility Drive 38116 Memphis TN
TX32	1,500.13	Estes, Dalhart	11971 Airport Road 79022 Dalhart TX
TX22	2,867.47	Helena Chemical, Veritbest, TX	10552 FM 388 76886 Veribest TX
TX26	3,311.56	Estes, Muleshoe	10 1/2 Miles North of Muleshoe 79347 Muleshoe TX
TX35	3,798.75	Control Solutions	5903 Genoa Red Bluff 77507 Pasadena TX
TX12	4,151.64	Helena, Raywood	Highway 90 E 77582 Raywood TX
TX28	4,759.31	Estes, Waco	711 Venture Drive 76712 Waco TX
TX15	4,865.72	Helena, Alamo TX	Old Highway 83 78516 Alamo TX
TX25	14,591.74	Estes, Wichita Falls	2716 Commerce Street 76301 Wichita Falls TX
TX11	15,505.31	Helena, Taylor	504 E Walnut 76574 Taylor TX
TX23	20,766.92	Helena, Burkburnett, TX	2202 S. Red River Expressway 76354 Burkburnett TX
TX14	24,386.89	Helena, Honey Grove TX	Route 2, Box 28 Highway 82, East 75446 Honey Grove TX
TX10	30,353.47	Helena, Lubbock	4718 Hwy 84 79416 Lubbock TX
TX09	78,294.51	Helena, Robstown	4089 CR 34 78380 Robstown TX
TX08	85,887.24	Helena, Pearsall	Old Highway 81 N. Business 35 North 78061 Pearsall TX
TX31	228,185.41	Magnablend	100 West Sterrett Road 75165 Waxahachie TX
TX03	387,996.89	Bio-Medical & Pharmaceutical	Manufacturing Corporation 4311 South Dr 77053-4820 Houston TX
TX21	399,060.59	Schirm (MFG)	2801 Oak Grove 75119 Ennis TX
TX33	465,853.04	Robertson Warehouse, Lubbock	833 East 40th Street 79404 Lubbock TX
TX01	1,303,755.45	Ennis Agri-Tech, Ennis	4101 Knighthurst Street 75119 Ennis TX
WA06	4,212.00	Port of Seattle, WA	2711 Alaskan Way 98121 Seattle WA
WA01	3,035,081.28	Inland Empire Dist, Pasco	1211-B East St. Helens 99301 Pasco WA

EXHIBIT A
FORM OF SECURITY SUPPLEMENT

This **Security Supplement**, dated as of [●], is delivered pursuant to the Pledge and Security Agreement, dated as of November [●], 2010 (as it may from time to time be amended, modified or supplemented, the "**Pledge and Security Agreement**"), among NUFARM AMERICAS INC., a Illinois corporation, NUFARM, INC., a Delaware corporation, MARMAN (NUFARM) INC., a Florida corporation, MARMAN HOLDINGS, LLC, a Delaware limited liability company, NUFARM AMERICAS HOLDING COMPANY, a Missouri corporation, FROST TECHNOLOGY CORPORATION, a Delaware corporation, RICHARDSON SEEDS LTD., a Texas corporation, NUSEED HOLDING CO., a Delaware corporation, NUSEED AMERICAS INC., a Delaware corporation, AGCHEM RECEIVABLES CORP., a Delaware corporation, NUFARM USA, INC., a Delaware corporation, NF AGRICULTURE INC., a Delaware corporation and any Additional Grantors (as defined therein) (each of the foregoing, a "**Grantor**", and collectively, the "**Grantors**"), NATIONAL AUSTRALIA BANK LIMITED, as Security Trustee, as Security Trustee for the Beneficiaries(as defined therein) (herein in such capacity, the "**Security Trustee**"). Capitalized terms used herein but not defined herein are used with the meanings given them in the Pledge and Security Agreement.

[●] (the "**Undersigned Grantor**") confirms, as set forth in the Pledge and Security Agreement, that it pledges, assigns, transfers and grants to the Security Trustee, for its benefit and for the benefit of the Beneficiaries, a continuing security interest in, and Lien on, all of its right, title and interest in, to and under the Collateral, in each case whether now owned or existing or hereafter acquired or arising and wherever located, as security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Money in accordance with the terms of the Pledge and Security Agreement.

The Undersigned Grantor represents and warrants that the attached Supplements to Schedules accurately and completely set forth all additional information required pursuant to the Security Agreement and hereby agrees that such Supplements to Schedules will constitute part of the Schedules to the Pledge and Security Agreement.

In witness whereof, the Undersigned Grantor has caused this Security Supplement to be duly executed and delivered by its duly authorized officer as of the date first written above.

[UNDERSIGNED GRANTOR]

By: _____

Name:

Title:

EXHIBIT B
FORM OF JOINDER AGREEMENT

This **Joinder Agreement**, dated as of [●], is delivered pursuant to Section 5.2 of the Pledge and Security Agreement dated as of November [●], 2010 (as it may from time to time be amended, modified or supplemented, the "**Pledge and Security Agreement**"), among NUFARM AMERICAS INC., a Illinois corporation, NUFARM, INC., a Delaware corporation, MARMAN (NUFARM) INC., a Florida corporation, MARMAN HOLDINGS, LLC, a Delaware limited liability company, NUFARM AMERICAS HOLDING COMPANY, a Missouri corporation, FROST TECHNOLOGY CORPORATION, a Delaware corporation, RICHARDSON SEEDS LTD., a Texas corporation, NUSEED HOLDING CO., a Delaware corporation, NUSEED AMERICAS INC., a Delaware corporation, AGCHEM RECEIVABLES CORP., a Delaware corporation, NUFARM USA, INC., a Delaware corporation, NF AGRICULTURE INC., a Delaware corporation and any Additional Grantors (as defined therein) (each of the foregoing, a "**Grantor**", and collectively, the "**Grantors**"), NATIONAL AUSTRALIA BANK LIMITED, as Security Trustee, as Security Trustee for the Beneficiaries(as defined therein) (herein in such capacity, the "**Security Trustee**"). Capitalized terms used herein but not defined herein are used with the meanings given them in the Pledge and Security Agreement.

By executing and delivering this Joinder Agreement, the undersigned, as provided in Section 5.2 of the Pledge and Security Agreement, hereby becomes a party to the Pledge and Security Agreement as a Grantor thereunder with the same force and effect as if originally named as a Grantor therein and, without limiting the generality of the foregoing, hereby:

- (a) pledges, assigns, transfers and grants to the Security Trustee, for its benefit and for the benefit of the Beneficiaries, a continuing security interest in and Lien on all of its right, title and interest in, to and under the Collateral, in each case whether now owned or existing or hereafter acquired or arising and wherever located, as security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Money; and
- (b) expressly assumes all obligations and liabilities of a Grantor under the Pledge and Security Agreement.

The information set forth in Exhibit A hereto is hereby added to the information set forth in the Schedules to the Pledge and Security Agreement.

The undersigned hereby represents and warrants that each of the representations and warranties contained in Section 3 (*Representations and Warranties*) of the Pledge and Security Agreement applicable to it is true and correct on and as the date hereof as if made on and as of such date.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD REQUIRE APPLICATION OF ANOTHER LAW.

[Remainder of page intentionally left blank]

In witness whereof, the undersigned have caused this Joinder Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

[ADDITIONAL GRANTOR]

By: _____

Name:

Title:

ACKNOWLEDGED AND AGREED:

NATIONAL AUSTRALIA BANK LIMITED,
as Security Trustee

By: _____

Name:

Title:

**EXHIBIT A TO JOINDER AGREEMENT
SUPPLEMENTS TO SCHEDULES**

**EXHIBIT C
SEARCH REPORTS**

**EXHIBIT D
FINANCING STATEMENTS**

EXHIBIT E
FORM OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November [●], 2010, among [●], a [jurisdiction of organization] [type of organization], and [●], a [jurisdiction of organization] [type of organization] (each of the foregoing, a "**Grantor**", and collectively, the "**Grantors**"), NATIONAL AUSTRALIA BANK LIMITED, as Security Trustee, as Security Trustee for the Beneficiaries (as defined in the Pledge and Security Agreement referred to below) (herein in such capacity, the "**Security Trustee**").

RECITALS:

- (G) Nufarm Australia Limited, an Australian company (the "**Borrower**") and its Subsidiaries are party to certain finance arrangements with, among others, the Security Trustee, the Negative Pledge Lenders and the Hedge Counterparties.
- (H) The Borrower, the Grantors, the other Security Providers party thereto, the Negative Pledge Lenders and the Security Trustee are party to a Security Trust Deed dated September 27, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Trust Deed**").
- (I) The Grantors are party to a Pledge and Security Agreement, dated as of November [●], 2010 in favor of the Security Trustee (as it may from time to time be amended, modified or supplemented, the "**Pledge and Security Agreement**"), pursuant to which the Grantors are required to execute and deliver this Agreement.
- (J) In consideration of the mutual conditions and agreements set forth in the Security Trust Deed, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

Section 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Money, each Grantor hereby pledges, assigns, transfers and grants to the Security Trustee, for its benefit and for the benefit of the Beneficiaries, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

"**Intellectual Property Collateral**" means each Grantor's right, title and interest in, to and under:

- (a) all Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule I hereto;
- (b) all Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto;

- (c) all Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule III hereto;
- (d) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license;
- (e) all reissues, continuations or extensions of the foregoing; and
- (f) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any (A) Copyright or Copyright licensed under any Copyright License, (B) Trademark or Trademark licensed under any Trademark License or (C) Patent or Patent licensed under any Patent License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3 Separate and Distinct Grants of Security

Notwithstanding anything to the contrary contained in this Agreement, each Grantor and the Security Trustee (on behalf of the Beneficiaries) acknowledge and agree that the Security Interest granted pursuant to this Agreement to the Security Trustee for the benefit of the Beneficiaries and securing the Secured Money, will be a "first" priority security interest in the Collateral, junior to no other security interest.

Section 4 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Collateral include and no Grantor will be deemed to have granted a Security Interest in any of its right, title or interest in any Intellectual Property if the grant of such Security Interest constitutes or results in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein.

Section 5 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Trustee pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Security Trustee with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 6 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

[Remainder of page intentionally left blank]

In witness whereof, each Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

[•], as Grantor

By: _____
Name:
Title:

[•], as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED:

NATIONAL AUSTRALIA BANK LIMITED,
as Security Trustee

By: _____
Name:
Title:

SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

COPYRIGHT REGISTRATIONS

(A) REGISTERED COPYRIGHTS

Copyright Reg. No. Date

(B) COPYRIGHT APPLICATIONS

(C) COPYRIGHT LICENSES

Name of Agreement, Parties, Date of Agreement

SCHEDULE II TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENT REGISTRATIONS

(A) REGISTERED PATENTS

Patent Reg. No. Date

(B) PATENT APPLICATIONS

(C) PATENT LICENSES

Name of Agreement, Parties, Date of Agreement

SCHEDULE III TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

(A) REGISTERED TRADEMARKS

Trademark Reg. No. Date

(B) TRADEMARK APPLICATIONS

(C) TRADEMARK LICENSES

Name of Agreement, Parties, Date of Agreement

EXHIBIT B

Trademarks

Assignee	Mark	Reg. No. or Appln. No.	Date
REGISTERED TRADEMARKS			
Assignee	Trademark	Registration No.	Registration Date
Nufarm Americas Inc	4-SPEED	3716388	11/24/2009
Nufarm Americas Inc	AGRI TIN	2441270	4/3/2001
Nufarm Americas Inc	AGRI-MYCIN (stylized)	599524	12/21/1954
Nufarm Americas Inc	AQUANEAT	2523045	12/25/2001
Nufarm Americas Inc	AS-50	818968	11/22/1966
Nufarm Americas Inc	ASSERT	1316526	1/29/1985
Nufarm Americas Inc	BETTER CHOICES.	3750510	2/16/2010
	BETTER BUSINESS.		
Nufarm Americas Inc	BLIGHTBAN	2158914	5/19/1998
Nufarm Americas Inc	BRAZEN	3686549	9/22/2009
Nufarm Americas Inc	BUTOXONE	784229	2/2/1965
Nufarm Americas Inc	CANDOR	3673971	8/25/2009
Nufarm Americas Inc	CATHEDRAL	3269869	7/24/2007
Nufarm Americas Inc	CHAMP	1632127	1/22/1991
Nufarm Americas Inc	CHAMP DRY PRILL	2573162	5/28/2002
Nufarm Americas Inc	CHAMPION	1412827	10/14/1986
Nufarm Americas Inc	CLEAN SLATE	3370504	1/15/2008
Nufarm Americas Inc	CLOAK	3680271	9/8/2009
Nufarm Americas Inc	COMET	3723136	12/8/2009
Nufarm Americas Inc	COOL POWER	3660587	7/28/2009
Nufarm Americas Inc	COOL POWER	2162836	6/2/1998
Nufarm Americas Inc	CORSAIR	2731934	7/1/2003
Nufarm Americas Inc	CREDIT	2376147	8/8/2000
Nufarm Americas Inc	CURIO	3745021	2/2/2010
Nufarm Americas Inc	CUTBACK	3399773	3/18/2008
Nufarm Americas Inc	DAGGER	2336756	3/28/2000
Nufarm Americas Inc	DIABLO	3150634	10/3/2006
Nufarm Americas Inc	DISSOLVE	1756019	3/2/1993
Nufarm Americas Inc	DRI-CLEAN	2065858	5/27/1997
Nufarm Americas Inc	DYNAMO	3715785	11/24/2009
Nufarm Americas Inc	ESCALADE	3101843	6/6/2006
Nufarm Americas Inc	EXTRA CREDIT 5	2986130	8/16/2005
Nufarm Americas Inc	FORESTERS	2657026	12/3/2002
Nufarm Americas Inc	GARRISON	3325176	10/30/2007
Nufarm Americas Inc	GIBGRO	1669100	12/24/1991
Nufarm Americas Inc	GLYKAMBA	3077537	4/4/2006
Nufarm Americas Inc	HERBI-QUAT	3338498	11/20/2007
Nufarm Americas Inc	HORSEPOWER	2188439	9/8/1998
Nufarm Americas Inc	KAISO	3436849	5/27/2008
Nufarm Americas Inc	KAMBA	2616390	9/10/2002
Nufarm Americas Inc	LAZER	3233850	4/24/2007
Nufarm Americas Inc	MAGELLAN	2694089	3/4/2003
Nufarm Americas Inc	MALLET	3262299	7/10/2007
Nufarm Americas Inc	MANOR	2740286	7/22/2003
Nufarm Americas Inc	MANTRA	3455119	6/24/2008
Nufarm Americas inc	MENACE	3188091	12/19/2006
Nufarm Americas Inc	MYCOSHIELD	1149570	3/31/1981
Nufarm Americas Inc	NUPHATE	3392503	3/4/2008

REGISTERED TRADEMARKS

Nufarm Americas Inc	OPTICAL and Design	2649095	11/12/2002
Nufarm Americas Inc	ORCHARD CLEAN	3064512	2/28/2006
Nufarm Americas Inc	PASTURE MD	2903860	11/16/2004
Nufarm Americas Inc	PATRIOT	2787357	11/25/2003
Nufarm Americas Inc	PATRON	2816905	2/24/2004
Nufarm Americas Inc	PHOSTROL	2825505	3/23/2004
Nufarm Americas Inc	PLATFORM	3763656	3/23/2010
Nufarm Americas Inc	PLATOON	2889819	9/28/2004
Nufarm Americas Inc	POLARIS	3195060	1/2/2007
Nufarm Americas Inc	PROCLIPSE	3206872	2/6/2007
Nufarm Americas Inc	PRODEUCE	3288711	9/4/2007
Nufarm Americas Inc	PROSEGE	3838638	8/24/2010
Nufarm Americas Inc	PURESTAND	3056568	1/31/2006
Nufarm Americas Inc	QUINCEPT	3463825	7/8/2008
Nufarm Americas Inc	RAPPORT	3686550	9/22/2009
Nufarm Americas Inc	RAZOR	2494764	10/2/2001
Nufarm Americas Inc	RAZOR BURN	3453504	6/24/2008
Nufarm Americas Inc	RECOIL	3033016	12/20/2005
Nufarm Americas Inc	RELEGATE	3705769	11/3/2009
Nufarm Americas Inc	RHONOX	2942158	4/19/2005
Nufarm Americas Inc	RITESIZE	3185476	12/19/2006
Nufarm Americas Inc	RITeway	3160527	10/17/2006
Nufarm Americas Inc	RIVERDALE	2470112	7/17/2001
Nufarm Americas Inc	ROUGHNECK	3336452	11/13/2007
Nufarm Americas Inc	SATIVA	3716387	11/24/2009
Nufarm Americas Inc	SIGNET	3712742	11/17/2009
Nufarm Americas Inc	SOLUTION WATER	1757541	3/9/1993
	SOLUBLE		
Nufarm Americas Inc	SPOILER	3544229	12/9/2008
Nufarm Americas Inc	SPYDER	2863463	7/13/2004
Nufarm Americas Inc	TAHOE	2865566	7/20/2004
Nufarm Americas Inc	THE FORMULATION	2482882	8/28/2001
	INNOVATORS		
Nufarm Americas Inc	THE OPTICAL	2432013	2/27/2001
	ADVANTAGE		
Nufarm Americas Inc	THISTROL	2942156	4/19/2005
Nufarm Americas Inc	TREATY	3667458	8/11/2009
Nufarm Americas Inc	TRIAMINE	2609589	8/20/2002
Nufarm Americas Inc	TRIPLET	1702770	7/28/1992
Nufarm Americas Inc	TRI-POWER	1701361	7/21/1992
Nufarm Americas Inc	TROOPER	3612924	4/28/2009
Nufarm Americas Inc	TRUPOWER	2268933	8/10/1999
Nufarm Americas Inc	TRUSLATE	3670315	8/18/2009
Nufarm Americas Inc	TURRET	2451842	5/15/2001
Nufarm Americas Inc	TYPRUS	2488925	9/11/2001
Nufarm Americas Inc	TYPY	2425517	1/30/2001
Nufarm Americas Inc	ULTRA FLOURISH	2424747	1/30/2001
Nufarm Americas Inc	VETERAN	1935042	11/14/1995
Nufarm Americas Inc	VICTORY	3610293	4/21/2009
Nufarm Americas Inc	VIPER	2957742	5/31/2006
Nufarm Americas Inc	WEEDESTROY (stylized)	539518	3/20/1951
Nufarm Americas Inc	WIL-POWER	76438013	7/19/2006

PENDING TRADEMARKS

Applicant	Trademark	Application No.	Filing Date
Nufarm Americas Inc	ADONIS	77/069587	12/21/2006
Nufarm Americas Inc	ANGULAR	77/451480	4/17/2008
Nufarm Americas Inc	AQUA SWEEP	85/087558	7/19/2010
Nufarm Americas Inc	ATERA	77/124567	3/7/2007
Nufarm Americas Inc	CHIME	77/451475	4/17/2008
Nufarm Americas Inc	CHORUS	77/450918	4/17/2008
Nufarm Americas Inc	CLASH	77/856220	10/23/2009
Nufarm Americas Inc	CLEANSWEEP	77/432558	3/26/2008
Nufarm Americas Inc	DEPTH CHARGE	85/087569	7/19/2010
Nufarm Americas Inc	ELLIPTICAL	77/451004	4/17/2008
Nufarm Americas Inc	FLOURISH	85/087564	7/19/2010
Nufarm Americas Inc	GLYPHOSTATION	77/792069	7/29/2009
Nufarm Americas Inc	HARVESTPRO	85/035575	5/11/2010
Nufarm Americas Inc	LINE-UP	77/500306	6/16/2008
Nufarm Americas Inc	PANTHER	77/527706	7/21/2008
Nufarm Americas Inc	PARABOLIC	77/532850	4/17/2008
Nufarm Americas Inc	PROGENY	77/926118	2/2/2010
Nufarm Americas Inc	QUASAR	77/582718	9/30/2008
Nufarm Americas Inc	SPIRATO	77/403807	2/22/2008
Nufarm Americas Inc	TERRAIN	85/039301	5/14/2010
Nufarm Americas Inc	TUSCANY	77/119571	3/1/2007
Nufarm Americas Inc	TWO OX	77/580127	9/26/2008

ACQUIRED TRADEMARKS

Assignor	Trademark	Registration #	Registration Date
DuPont	Cottonquick	2112049	11/11/1997
DuPont	Firstpick	3277179	8/7/2007
DuPont	Mepex	1972744	5/7/1996
DuPont	Super Boll	2021336	12/3/19
DuPont	FreeFall	2521084	12/18/2001