

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	SECURITY INTEREST			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	Beecher Carlson Insurance Services, LLC		05/02/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
	Beecher Carlson Holdings, Inc.		05/02/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA				
Name:	SunTrust Bank, as administrative agent			
Street Address:	1155 Peachtree Street, Suite 800			
City:	Atlanta			
State/Country:	GEORGIA			
Postal Code:	30309			
Entity Type:	CORPORATION: GEORGIA			
PROPERTY NUMBERS Total: 2				
	Property Type	Number	Word Mark	
	Registration Number:	3833270	ONPOINT UNDERWRITING	
	Registration Number:	3813188	ZOOM	
CORRESPONDENCE DATA				
Fax Number:	4044391765			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-870-5651			
Email:	sue.wisch@agg.com			
Correspondent Name:	Sue Wisch/Arnall Golden Gregory			
Address Line 1:	171 17th St NW Suite 2100			
Address Line 4:	Atlanta, GEORGIA 30363			
ATTORNEY DOCKET NUMBER:	14686.177			
NAME OF SUBMITTER:	Sue Wisch			

OP \$65.00 3833270

Signature:	/Sue Wisch/
Date:	05/23/2012
<p>Total Attachments: 39</p> <p>source=Beecher IP Filing#page1.tif source=Beecher IP Filing#page2.tif source=Beecher IP Filing#page3.tif source=Beecher IP Filing#page4.tif source=Beecher IP Filing#page5.tif source=Beecher IP Filing#page6.tif source=Beecher IP Filing#page7.tif source=Beecher IP Filing#page8.tif source=Beecher IP Filing#page9.tif source=Beecher IP Filing#page10.tif source=Beecher IP Filing#page11.tif source=Beecher IP Filing#page12.tif source=Beecher IP Filing#page13.tif source=Beecher IP Filing#page14.tif source=Beecher IP Filing#page15.tif source=Beecher IP Filing#page16.tif source=Beecher IP Filing#page17.tif source=Beecher IP Filing#page18.tif source=Beecher IP Filing#page19.tif source=Beecher IP Filing#page20.tif source=Beecher IP Filing#page21.tif source=Beecher IP Filing#page22.tif source=Beecher IP Filing#page23.tif source=Beecher IP Filing#page24.tif source=Beecher IP Filing#page25.tif source=Beecher IP Filing#page26.tif source=Beecher IP Filing#page27.tif source=Beecher IP Filing#page28.tif source=Beecher IP Filing#page29.tif source=Beecher IP Filing#page30.tif source=Beecher IP Filing#page31.tif source=Beecher IP Filing#page32.tif source=Beecher IP Filing#page33.tif source=Beecher IP Filing#page34.tif source=Beecher IP Filing#page35.tif source=Beecher IP Filing#page36.tif source=Beecher IP Filing#page37.tif source=Beecher IP Filing#page38.tif source=Beecher IP Filing#page39.tif</p>	

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement"), dated as of May 2, 2012, is executed by and among BEECHER CARLSON INSURANCE SERVICES, LLC, a California limited liability company ("Borrower"), BEECHER CARLSON HOLDINGS, INC., a Delaware corporation ("Parent"), the Subsidiaries of Parent signatory hereto and each other subsidiary of Parent hereafter a party hereto (Borrower, Parent and each Subsidiary of Borrower and Parent a party hereto and each other Subsidiary of Borrower hereafter becoming a party hereto shall be collectively known as the "Grantors", and individually as a "Grantor"), in favor of SUNTRUST BANK, as the administrative agent (the "Administrative Agent"), on its behalf and on behalf of the other banks and lending institutions (the "Lenders") from time to time party to the Revolving Credit Agreement, dated as of the date hereof, by and among Borrower, Administrative Agent, the Lenders, and SunTrust Bank, as Issuing Bank (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") and for the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to establish a revolving credit facility in favor of Borrower, and the Issuing Bank has agreed to establish a letter of credit subfacility to Borrower; and

WHEREAS, it is a condition precedent to the obligations of Administrative Agent, the Issuing Bank and the Lenders under the Credit Agreement that Grantors enter into this Agreement to secure (i) all Obligations of Borrower, (ii) all Guaranteed Obligations of each Guarantor under the Guaranty Agreement and (iii) all other obligations under the other Loan Documents to which each Grantor is a party, and Grantors desire to satisfy such condition precedent;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions. Capitalized terms defined in the Credit Agreement and not otherwise defined herein, when used in this Agreement shall have the respective meanings provided for in the Credit Agreement. The following additional terms, when used in this Agreement, shall have the following meanings:

"Account Debtor" shall mean any person or entity that is obligated under an Account.

"Accounts" shall mean all "accounts" (as defined in the UCC) now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any rights, and, in any event, shall mean and include, without limitation, (a) all accounts receivable, contract rights, book debts, notes, drafts and other obligations or indebtedness owing to any Grantor arising from the sale or lease of goods or other property by any Grantor or the performance of services by any Grantor (including, without limitation, any such obligation which might be characterized as an

account, contract right or general intangible under the UCC in effect in any jurisdiction), (b) all of each Grantor's rights in, to and under all purchase and sales orders for goods, services or other property, and all of each Grantor's rights to any goods, services or other property represented by any of the foregoing (including returned or repossessed goods and unpaid sellers' rights of rescission, replevin, reclamation and rights to stoppage in transit), (c) all monies due to or to become due to any Grantor under all contracts for the sale, lease or exchange of goods or other property or the performance of services by any Grantor (whether or not yet earned by performance on the part of such Grantor), and (d) all collateral security and guarantees of any kind given to any Grantor with respect to any of the foregoing.

"Chattel Paper" shall mean all "chattel paper" (as defined in the UCC) owned or acquired by any Grantor or in which any Grantor has or acquires any rights.

"Collateral" shall mean, collectively, all of the following:

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) all Deposit Accounts;
- (iv) all Documents;
- (v) all Equipment;
- (vi) all Fixtures;
- (vii) all General Intangibles;
- (viii) all Instruments;
- (ix) all Inventory;
- (x) all Investment Property;
- (xi) all money, cash or cash equivalents;
- (xii) all other goods and personal property, whether tangible or intangible;
- (xiii) all Supporting Obligations and Letter-of-Credit Rights of any Grantor;
- (xiv) all books and records pertaining to any of the Collateral (including, without limitation, credit files, Software, computer programs, printouts and other computer materials and records but excluding customer lists); and
- (xv) all products and Proceeds of all or any of the Collateral

described in clauses (i) through (xiv) hereof;

"Copyright License" shall mean any and all rights of any Grantor under any written agreement granting any right to use any Copyright or Copyright registration.

"Copyrights" shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: (a) all copyrights and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, and (b) all reissues, extensions or renewals thereof.

"Deposit Accounts" shall mean all "deposit accounts" (as defined in the UCC) now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any rights, or other receipts, of any Grantor covering, evidencing or representing rights or interest in such deposit accounts.

"Documents" shall mean all "documents" (as defined in the UCC) now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any rights, or other receipts, of any Grantor covering, evidencing or representing goods.

"Equipment" shall mean all "equipment" (as defined in the UCC) now owned or hereafter acquired by any Grantor and wherever located, and, in any event, shall include without limitation all machinery, furniture, furnishings, processing equipment, conveyors, machine tools, engineering processing equipment, manufacturing equipment, materials handling equipment, trade fixtures, trucks, trailers, forklifts, vehicles, computers and other electronic data processing and other office equipment of any Grantor, and any and all additions, substitutions and replacements of any of the foregoing, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto, all fuel therefore and all manuals, drawings, instructions, warranties and rights with respect thereto.

"Event of Default" shall have the meaning set forth for such term in Section 7 hereof.

"Fixtures" shall mean all "fixtures" (as defined in the UCC) now owned or hereafter acquired by any Grantor and wherever located.

"General Intangibles" shall mean all "general intangibles" (as defined in the UCC) now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any rights and, in any event, shall include all right, title and interest in or under all contracts, all customer lists, Licenses, Copyrights, Trademarks, Patents, and all applications therefor and reissues, extensions or renewals thereof, rights in Intellectual Property, interests in partnerships, joint ventures and other business associations, licenses, permits, copyrights, trade secrets, proprietary or confidential information, inventions (whether or not patented or patentable), technical information, procedures, designs, knowledge, know-how, software, data bases, data, skill, expertise, experience, processes, models, drawings, materials and records, goodwill (including the goodwill associated with any Trademark or Trademark License), all rights and

claims in or under insurance policies (including insurance for fire, damage, loss and casualty, whether covering personal property, real property, tangible rights or intangible rights, all liability, life, key man and business interruption insurance, and all unearned premiums), uncertificated securities, choses in action, deposit, checking and other bank accounts, rights to receive tax refunds and other payments, rights of indemnification, all books and records, correspondence, credit files, invoices, tapes, cards, computer runs, domain names, prospect lists, customer lists and other papers and documents.

"Instruments" shall mean all "instruments" (as defined in the UCC) now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any rights and, in any event, shall include all promissory notes, all certificates of deposit and all letters of credit evidencing, representing, arising from or existing in respect of, relating to, securing or otherwise supporting the payment of, any of the Accounts or other obligations owed to any Grantor.

"Intellectual Property" shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any rights: (a) all Patents, patent rights and patent applications, Copyrights and copyright applications, Trademarks, trademark rights, trade names, trade name rights, service marks, service mark rights, applications for registration of trademarks, trade names and service marks, fictitious names registrations and trademark, trade name, service mark registrations, mask works or similar rights, any and all claims for damages by way of past, present or future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement and all derivations thereof (including, without limitation, those Copyrights, Trademarks and Patents listed on Schedule IV hereto); and (b) Patent Licenses, Trademark Licenses, Copyright Licenses and other licenses to use any of the items described in the preceding clause (a), and any other items necessary to conduct or operate the business of each Grantor.

"Inventory" shall mean all "inventory" (as defined in the UCC) now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any rights and, in any event, shall include all goods owned or held for sale or lease to any other Persons.

"Investment Property" shall mean all "investment property" (as defined in the UCC) now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any rights and, in any event, shall include all "certificated securities", "uncertificated securities", "security entitlements", "securities accounts", "commodity contracts" and "commodity accounts" (as all such terms are defined in the UCC) of each Grantor.

"Letter-of-Credit Rights" shall mean "letter-of-credit rights" (as defined in the UCC), now owned or hereafter acquired by any Grantor, including rights to payment or performance under a letter of credit, whether or not any Grantor, as beneficiary, has demanded or is entitled to demand payment or performance.

"License" shall mean any Copyright License, Patent License, Trademark License or other license of rights or interests of each Grantor in Intellectual Property.

"Patent License" shall mean any written agreement now owned or hereafter

acquired by any Grantor or in which any Grantor has or acquires any rights granting any right with respect to any property, process or other invention on which a Patent is in existence.

"Patents" shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any rights: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country; and (b) all reissues, continuations, continuations-in-part and extensions thereof.

"Permitted Encumbrances" shall mean Liens expressly permitted under Section 7.2 of the Credit Agreement.

"Proceeds" shall mean all "proceeds" (as defined in the UCC) of, and all other profits, rentals or receipts, in whatever form, arising from the collection, sale, lease, exchange, assignment, licensing or other disposition of, or realization upon, the Collateral, and, in any event, shall mean and include all claims against third parties for loss of, damage to or destruction of, or for proceeds payable under, or unearned premiums with respect to, policies of insurance in respect of any Collateral, and any condemnation or requisition payments with respect to any Collateral and the following types of property acquired with cash proceeds: Accounts, Inventory, General Intangibles, Documents, Instruments and Equipment.

"Secured Obligations" shall mean (i) all Obligations of Borrower, (ii) all Guaranteed Obligations of each Guarantor under the Guaranty Agreement and (iii) all other obligations of the Loan Parties under the other Loan Documents to which each Grantor is a party.

"Secured Parties" shall mean, collectively, Administrative Agent, the Lenders, the Issuing Bank, the Specified Hedge Providers and the Specified Bank Product Providers.

"Security Interests" shall mean the security interests granted to Administrative Agent on its behalf and on behalf of the Secured Parties pursuant to Section 3, as well as all other security interests created or assigned as additional security for the Secured Obligations pursuant to the provisions of this Agreement.

"Software" shall mean all "software" (as defined in the UCC), now owned or hereafter acquired by any Grantor, including all computer programs and all supporting information provided in connection with a transaction related to any program.

"Specified Bank Product Provider" shall mean any Lender or any Affiliate of a Lender to which any Loan Party owes (i) Treasury Management Obligations or (ii) Bank Product Obligations, if at the date of entering into an agreement to provide such services or products, such Person was a Lender or an Affiliate of a Lender and such Person executes and delivers to Administrative Agent a letter agreement in form and substance acceptable to Administrative Agent pursuant to which such person (i) appoints Administrative Agent as its agent under the applicable Loan Documents and (ii) agrees to be bound by the provisions of Article IX and X of the Credit Agreement.

"Specified Hedge Provider" shall mean each party to a Hedging Transaction entered into to limit interest rate or fee fluctuations with respect to the Loans and Letters of Credit if at the date of entering into such Hedging Transaction such person was a Lender or an Affiliate of a Lender and such person executes and delivers to Administrative Agent a letter agreement in form and substance acceptable to Administrative Agent pursuant to which such person (i) appoints Administrative Agent as its agent under the applicable Loan Documents and (ii) agrees to be bound by the provisions of Section 7.2(a), and Articles IX and X, of the Credit Agreement.

"Supporting Obligations" means all "supporting obligations" (as defined in the UCC), including letters of credit and guaranties issued in support of Accounts, Chattel Paper, Documents, General Intangibles, Instruments, or Investment Property.

"Trademark License" shall mean any written agreement now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any such rights granting to any Grantor any right to use any Trademark.

"Trademarks" shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any such rights: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof and (iii) all goodwill associated with or symbolized by any of the foregoing.

"UCC" shall mean the Uniform Commercial Code as in effect, from time to time, in the State of Georgia; provided that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of the Security Interests in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than Georgia, "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection.

"United States" or "U.S." shall mean the United States of America, any of the fifty states thereof, and the District of Columbia.

SECTION 2. Representations and Warranties. Each Grantor represents and warrants to Administrative Agent, for the benefit of Secured Parties, as follows:

(a) Such Grantor has rights in and the power to transfer each item of the Collateral upon which it purports to grant a Lien hereunder and has good and marketable title to all of its Collateral, free and clear of any Liens other than Permitted Encumbrances.

(b) Other than financing statements, security agreements, or other similar or equivalent documents or instruments with respect to Permitted Encumbrances, no financing statement, mortgage, security agreement or similar or equivalent document or instrument evidencing a Lien on all or any part of the Collateral is on file or of record in any jurisdiction. None of the Collateral is in the possession of a Person (other than any Grantor) asserting any claim thereto or security interest therein, except with respect to Permitted Encumbrances and except that Administrative Agent or its designee may have possession of Collateral as contemplated hereby.

(c) When the UCC financing statements in appropriate form are filed in the offices specified on Schedule I attached hereto, the Security Interests shall constitute valid and perfected security interests in the Collateral, prior to all other Liens and rights of others therein except for Permitted Encumbrances, to the extent that a security interest therein may be perfected by filing pursuant to the UCC, assuming the proper filing and indexing thereof.

(d) All Inventory and Equipment is insured in accordance with the requirements of the Credit Agreement.

(e) None of the Collateral constitutes, or is the Proceeds of, "farm products" (as defined in the UCC).

(f) Schedule II correctly sets forth each Grantor's state of incorporation or organization, taxpayer identification number, organizational identification number and correct legal name indicated on the public record of such Grantor's jurisdiction of organization which shows such Grantor to be organized.

(g) The Perfection Certificate, which is attached hereto as Schedule III, correctly sets forth (i) all names and tradenames that each Grantor has used within the last five years and the names of all Persons that have merged into or been acquired by each Grantor, (ii) the chief executive offices of each Grantor over the last five years, (iii) all other locations in which tangible assets of each Grantor have been located in the last five years, and (iv) the location of all fixtures, timber to be cut or as-extracted collateral of each Grantor.

(h) With respect to the Accounts, except as specifically disclosed to Administrative Agent, (i) they represent bona fide sales of Inventory or rendering of services to Account Debtors in the ordinary course of such Grantor's business and are not evidenced by a judgment, Instrument or Chattel Paper; (ii) there are no setoffs, claims or disputes existing or asserted with respect thereto except as have arisen in the ordinary course of business and such Grantor has not made any agreement with any Account Debtor for any extension of time for the payment thereof, any compromise or settlement for less than the full amount thereof, any release of any Account Debtor from liability therefor, or any deduction therefrom except an extension, discount or allowance allowed by such Grantor in the ordinary course of its business; (iii) to such Grantor's knowledge, there are no facts, events or occurrences which in any material way impair the validity or enforceability thereof or could reasonably be expected to reduce the amount payable thereunder as shown on such Grantor's books and records and any invoices, statements and other reports delivered to Administrative Agent with respect thereto; (iv) such Grantor has not received any notice of proceedings or actions which are threatened or pending against any

Account Debtor which might result in any material adverse change in such Account Debtor's financial condition; and (v) such Grantor has no knowledge that any Account Debtor is unable generally to pay its debts as they become due. Further with respect to the Accounts (i) to such Grantor's knowledge, the amounts shown on such books and records and all invoices, statements and collateral reports which may be delivered to Administrative Agent with respect thereto are actually and absolutely owing to such Grantor as indicated thereon and are not in any way contingent; and (ii) to such Grantor's knowledge, all Account Debtors have the capacity to contract.

(i) With respect to any Inventory, (i) such Inventory is located at one of Grantor's locations set forth on the Perfection Certificate, (ii) no Inventory is now, or shall at any time or times hereafter be stored at any other location without Administrative Agent's prior consent (which shall not be unreasonably withheld), and if Administrative Agent gives such consent, such Grantor will concurrently therewith use its commercially reasonable efforts to obtain, to the extent required by the Credit Agreement, bailee, landlord and mortgagee agreements, (iii) such Grantor has good, indefeasible and merchantable title to such Inventory and such Inventory is not subject to any Lien or security interest or document whatsoever except for the Lien granted to Administrative Agent and except for Permitted Encumbrances, (iv) except as specifically disclosed to Administrative Agent, such Inventory is of good and merchantable quality, free from any material defects, (v) such Inventory is not subject to any licensing, patent, royalty, trademark, trade name or copyright agreements with any third parties which would require any consent of any third party upon sale or disposition of that Inventory or the payment of any monies to any third party upon such sale or other disposition, and (vi) the completion of manufacture, sale or other disposition of such Inventory by Administrative Agent following an Event of Default shall not require the consent of any Person and shall not constitute a breach or default under any contract or agreement to which such Grantor is a party or to which such property is subject.

(j) Such Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in the Perfection Certificate. This Agreement is effective to create a valid and continuing Lien on and, upon filing of this Agreement or an appropriate short form security instrument with the United States Copyright Office and the United States Patent and Trademark Office, perfected security interests in favor of, Administrative Agent in such Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of and purchasers from such Grantor. Upon filing of this Agreement (or an appropriate short form security instrument) with the United States Copyright Office and the United States Patent and Trademark Office and the filing of appropriate financing statements listed on Schedule I hereto, all action necessary or desirable to protect and perfect Administrative Agent's Lien on such Grantor's Patents, Trademarks or Copyrights shall have been duly taken.

SECTION 3. The Security Interests. In order to secure the full and punctual payment and performance of the Secured Obligations in accordance with the terms thereof, each Grantor hereby pledges, assigns, hypothecates, sets over and conveys to Administrative Agent on its behalf and on behalf of the Secured Parties and grants to Administrative Agent on its behalf and on behalf of the Secured Parties a continuing security interest in and to, all of such Grantor's respective rights in and to all Collateral now or hereafter owned or acquired by such Grantor or

in which such Grantor now has or hereafter has or acquires any rights, and wherever located. The Security Interests are granted as security only and shall not subject Administrative Agent or any other Secured Party to, or transfer to Administrative Agent or any other Secured Party, or in any way affect or modify, any obligation or liability of Grantor with respect to any Collateral or any transaction in connection therewith.

SECTION 4. Further Assurances; Covenants.

(a) General.

(i) No Grantor shall change the location of its chief executive office or principal place of business unless it shall have given Administrative Agent thirty (30) days prior notice thereof, as well as executed and delivered to Administrative Agent all financing statements and financing statement amendments which Administrative Agent may request in connection therewith. No Grantor shall change the locations, or establish new locations, where it keeps or holds any of the Collateral or any records relating thereto from the applicable locations described in the Perfection Certificate attached hereto as Schedule III unless such Grantor shall have given Administrative Agent thirty (30) days prior notice of such change of location. The foregoing covenant shall not apply to any Collateral (including trucks) perfected by recordation of Administrative Agent's Lien on the appropriate certificate of title.

(ii) No Grantor shall change its name, organizational identification number, identity, jurisdiction of organization, or corporate structure in any manner unless it shall have given Administrative Agent thirty (30) days prior written notice thereof, and executed and delivered to Administrative Agent all financing statements and financing statement amendments which Administrative Agent may request in connection therewith. No Grantor shall merge or consolidate into, or transfer any of the Collateral to, any other Person other than another Grantor, without the prior written consent of the Required Lenders or as otherwise permitted under the Credit Agreement.

(iii) Each Grantor hereby authorizes Administrative Agent, its counsel or its representative, at any time and from time to time, to file financing statements and amendments that describe the collateral covered by such financing statements as "all assets of Grantor", "all personal property of Grantor" or words of similar effect, in such jurisdictions as Administrative Agent may deem necessary or desirable in order to perfect the security interests granted by such Grantor under this Agreement. Each Grantor will, from time to time, at its expense, execute, deliver, file and record any statement, assignment, instrument, document, agreement or other paper and take any other action (including, without limitation, any filings with the United States Patent and Trademark Office, Copyright or Patent filings and any filings of financing or continuation statements under the UCC) that from time to time may be necessary, or that Administrative Agent may request, in order to create, preserve, upgrade in rank (to the extent required hereby), perfect, confirm or validate the Security Interests or to enable

Administrative Agent to obtain the full benefits of this Agreement, or to enable Administrative Agent to exercise and enforce any of its rights, powers and remedies hereunder with respect to any of its Collateral. Each Grantor hereby authorizes Administrative Agent to execute and file financing statements, financing statement amendments or continuation statements on behalf of such Grantor. Grantors shall pay the costs of, or incidental to, any recording or filing of any financing statements, financing statement amendments or continuation statements necessary in the sole discretion of Administrative Agent, to perfect Administrative Agent's security interest in the Collateral on behalf of the Secured Parties.

(iv) Except as set forth in the Perfection Certificate attached hereto as Schedule III, no Grantor shall permit any of its tangible assets with an aggregate fair market value in excess of \$250,000 including without limitation, its Inventory and Equipment, to be in the possession of any other Person (other than another Grantor) unless pursuant to an agreement in form and substance reasonably satisfactory to Administrative Agent (A) such Person has acknowledged that (1) it holds possession of such Inventory, Equipment and other tangible assets, as the case may be, for Administrative Agent's benefit, subject to Administrative Agent's instructions, and (2) such Person does not have a Lien in such Inventory, Equipment or other tangible assets, (B) such Person agrees not to hold such Inventory, Equipment or other tangible assets on behalf of any other Person and (C) such Person agrees that, after the occurrence and during the continuance of an Event of Default and upon request by Administrative Agent to issue and deliver to Administrative Agent warehouse receipts, bills of lading or any similar documents relating to such Collateral in Administrative Agent's name and in form and substance reasonably acceptable to Administrative Agent.

(v) No Grantor shall (A) sell, transfer, lease, exchange, assign or otherwise dispose of, or grant any option, warrant or other right with respect to, any of its Collateral other than sales of assets permitted under Section 7.3 of the Credit Agreement; or (B) create, incur or suffer to exist any Lien with respect to any Collateral, except for Permitted Encumbrances;

(vi) Each Grantor will, promptly upon request, provide to Administrative Agent all information and evidence it may reasonably request concerning the Collateral, to enable Administrative Agent to enforce the provisions of this Agreement.

(vii) Each Grantor shall take all actions necessary or reasonably requested by Administrative Agent in order to maintain the perfected status of the Security Interests.

(viii) No Grantor shall file any amendment to or termination of a financing statement naming any Grantor as debtor and Administrative Agent as secured party, or any correction statement with respect thereto, in any jurisdiction until such time as the Secured Obligations (other than Remaining Obligations)

have been satisfied and Administrative Agent and the Secured Parties have released their security interests granted hereunder.

(ix) At the request of Administrative Agent, each Grantor shall take all steps necessary to grant Administrative Agent control of all electronic chattel paper in accordance with the UCC and all "transferable records" as defined in each of the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Commerce Act.

(b) Accounts, Etc.

(i) Each Grantor shall use reasonable efforts consistent with prudent business practice to cause to be collected from its Account Debtors, as and when due, any and all amounts owing under or on account of each Account (including, without limitation, Accounts which are delinquent, such Accounts to be collected in accordance with lawful collection procedures) and apply forthwith upon receipt thereof all such amounts as are so collected to the outstanding balance of such Account. The costs and expenses (including, without limitation, reasonable attorneys' fees actually incurred) of collection of Accounts incurred by such Grantor or Administrative Agent under subclause (ii) below shall be borne by Grantors.

(ii) Upon the occurrence and during the continuance of any Event of Default, upon request of Administrative Agent, each Grantor will promptly notify (and each Grantor hereby authorizes Administrative Agent so to notify) each Account Debtor in respect of any Account or Instrument that such Collateral has been assigned to Administrative Agent hereunder, and that any payments due or to become due in respect of such Collateral are to be made directly to Administrative Agent or its designee.

(iii) Each Grantor will perform and comply in all material respects with all of its obligations in respect of Accounts, Instruments and General Intangibles.

(c) Equipment, Etc. Each Grantor shall, (i) within ten (10) days after a written request by Administrative Agent, in the case of Equipment now owned with a fair market value in excess of \$250,000, and (ii) following a request by Administrative Agent pursuant to subclause (i) above, within ten (10) days after acquiring any other Equipment with a fair market value in excess of \$250,000, deliver to Administrative Agent, any and all certificates of title, and applications therefor, if any, of such Equipment and shall cause Administrative Agent to be named as lienholder on any such certificate of title and applications. No Grantor shall permit any such items to become a fixture to real estate or an accession to other personal property unless such real estate or personal property is the subject of a fixture filing (as defined in the UCC) creating a first priority perfected Lien in favor of Administrative Agent.

(d) Patents, Trademarks, Etc. Each Grantor shall notify Administrative Agent promptly upon the occurrence of each of the following (i) such Grantor's acquisition after the date of this Agreement of any material Intellectual Property and (ii) such Grantor's obtaining

knowledge that any application or registration relating to any Intellectual Property owned by or licensed to such Grantor is reasonably likely to become abandoned or dedicated, or of any material adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Copyright Office, the United States Patent and Trademark Office or any court) regarding such Grantor's ownership of any material Intellectual Property, its right to register the same, or to keep and maintain the same.

(e) Deposit Accounts, Chattel Paper, Investment Property and Letters of Credit.

(i) No Grantor shall open or maintain any Deposit Accounts other than those listed on the Perfection Certificate attached hereto as Schedule III, those with amounts therein of less than \$100,000 and such other Deposit Accounts as such Grantor shall open and maintain with the consent of Administrative Agent and, if requested by Administrative Agent, subject to control agreements, in form and substance satisfactory to Administrative Agent in its reasonable discretion, executed by such Grantor, the bank at which the deposit account is located and Administrative Agent, in each case, subject to Section 5.15 of the Credit Agreement.

(ii) No Grantor shall become the beneficiary of any Letters of Credit with a face amount of \$100,000 or greater, unless the issuer of the Letter of Credit has consented to the assignment of the proceeds of such Letter of Credit to Administrative Agent which consent shall not be unreasonably withheld, such assignment to be in form and substance reasonably acceptable to Administrative Agent.

(iii) Each Grantor, at any time and from time to time, will (a) take such steps as Administrative Agent may reasonably request from time to time for Administrative Agent to obtain "control" of any Investment Property or electronic Chattel Paper with value of \$100,000 or greater, with any agreements establishing control to be in form and substance reasonably satisfactory to Administrative Agent, and (b) otherwise to insure the continued perfection and priority of Administrative Agent's security interest in any of the Collateral and of the preservation of its rights therein.

(f) Commercial Tort Claims. If any Grantor shall at any time acquire a "commercial tort claim" (as such term is defined in the UCC) with a claim for damages that could reasonably be expected to be in excess of \$1,000,000, such Grantor shall promptly notify Administrative Agent thereof in a writing, providing a reasonable description and summary thereof, and, if requested by Administrative Agent, shall execute a supplement to this Agreement granting a security interest in such commercial tort claim to Administrative Agent.

SECTION 5. Reporting and Recordkeeping. Each Grantor covenants and agrees with the Administrative Agent that from and after the date of this Agreement and until the Secured Obligations (other than Remaining Obligations) have been indefeasibly paid in full in cash:

(a) Maintenance of Records Generally. Each Grantor will keep and maintain at its own cost and expense records of its Collateral, complete in all material respects, including, without limitation, a record of all payments received and all credits granted with respect to the Accounts and all other material dealings with its Collateral. Upon the request of Administrative Agent, each Grantor will mark its books and records pertaining to its Collateral to evidence this Agreement and the Security Interests. Upon the request of Administrative Agent, all Chattel Paper will be marked with the following legend: "This writing and the obligations evidenced or secured hereby are subject to the security interest of SunTrust Bank, as Administrative Agent." For Administrative Agent's further security, each Grantor agrees that Administrative Agent shall have a security interest in all of such Grantor's books and records pertaining to its Collateral and, upon the occurrence and during the continuation of any Event of Default, such Grantor shall deliver and turn over full and complete copies of any such books and records to Administrative Agent or to its representatives at any time on demand of Administrative Agent. Upon reasonable notice from Administrative Agent and subject to Section 5.7 of the Credit Agreement, each Grantor shall permit any representative of Administrative Agent, to inspect such books and records, and will provide photocopies thereof to Administrative Agent.

(b) Special Provisions Regarding Maintenance of Records and Reporting Regarding Accounts, Inventory and Equipment.

(i) Each Grantor shall keep complete and accurate records of its Accounts. Upon the request of Administrative Agent, and prior to an Event of Default no more frequently than one time per calendar quarter, such Grantor shall deliver to Administrative Agent all documents, including, without limitation, repayment histories and present status reports, relating to its Accounts so scheduled and such other matters and information relating to the status of its then existing Accounts as Administrative Agent shall reasonably request.

(ii) In the event any amounts due and owing in excess of \$750,000 in the aggregate are in dispute between any Account Debtor and any Grantor, such Grantor shall provide Administrative Agent with written notice thereof promptly after such Grantor's learning thereof explaining in detail the reason for the dispute, all claims related thereto and the amount in controversy.

(iii) Each Grantor shall maintain records as to the location and book value of its Inventory and Equipment and shall, upon request by Administrative Agent, furnish Administrative Agent with a current schedule containing the foregoing information.

(iv) Each Grantor will promptly upon, but in no event later than five (5) Business Days after:

(A) Such Grantor's learning thereof, inform Administrative Agent, in writing, of any delay in such Grantor's performance of any of its obligations to any Account Debtor and of any assertion of any claims, offsets or counterclaims by any Account Debtor and of any allowances, credits or other monies granted by such Grantor to any Account Debtor, in each case involving amounts in excess of

\$750,000 in the aggregate for all Accounts of such Account Debtor; and

(B) Such Grantor's receipt or learning thereof, furnish to and inform Administrative Agent of all material adverse information relating to the financial condition of any Account Debtor with respect to Accounts exceeding \$750,000 in the aggregate; and

(v) Such Grantor will promptly notify Administrative Agent in writing if any Account, the face value of which exceeds \$750,000, arises out of a contract with the United States of America, or any department, agency, subdivision or instrumentality thereof, or of any state (or department, agency, subdivision or instrumentality thereof) where such state has a state assignment of claims act or other law comparable to the Federal Assignment of Claims Act, and will take any action required or requested by Administrative Agent to give notice of Administrative Agent's security interest in such Accounts under the provisions of the Federal Assignment of Claims Act or any comparable law or act enacted by any state or local governmental authority; and

(vi) Such Grantor at its expense will cause independent public accountants reasonably satisfactory to Administrative Agent to prepare and deliver to Administrative Agent at any time and from time to time promptly upon Administrative Agent's request made when any Event of Default exists, the following reports: (A) a reconciliation of all of its Accounts, (B) an aging of all of its Accounts, (C) trial balances, and (D) a test verification of such Accounts.

(c) Further Identification of Collateral. Each Grantor will if so requested by Administrative Agent furnish to Administrative Agent, as often as Administrative Agent reasonably requests but in no event more frequently than once per calendar quarter, statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Administrative Agent may reasonably request, all in reasonable detail.

(d) Notices. In addition to the notices required by Section 5(b) hereof, each Grantor will advise Administrative Agent promptly, but in no event later than fifteen (15) days after the occurrence thereof, in reasonable detail, (i) of any Lien or claim made or asserted against any of the Collateral that is not expressly permitted by the terms of the Credit Agreement, and (ii) of the occurrence of any other event which would have a material adverse effect on the aggregate value of the Collateral or on the validity, perfection or priority of the Security Interests.

SECTION 6. General Authority. Each Grantor hereby irrevocably appoints Administrative Agent its true and lawful attorney, with full power of substitution, in the name of such Grantor, Administrative Agent or otherwise, for the sole use and benefit of Administrative Agent on its behalf and on behalf of the Secured Parties, but at such Grantor's expense, to exercise, at any time (subject to the proviso below) all or any of the following powers:

(i) to file the financing statements, financing statement amendments and

continuation statements referred to in Section 4(a)(iii).

(ii) to demand, sue for, collect, receive and give acquittance for any and all monies due or to become due with respect to any Collateral or by virtue thereof,

(iii) to settle, compromise, compound, prosecute or defend any action or proceeding with respect to any Collateral,

(iv) to sell, transfer, assign or otherwise deal in or with the Collateral or the proceeds or avails thereof, as fully and effectually as if Administrative Agent were the absolute owner thereof, and

(v) to extend the time of payment of any or all thereof and to make any allowance and other adjustments with reference to the Collateral.

provided, however, that the powers described in clauses (ii), (iii), (iv) and (v) above may be exercised by Administrative Agent only if an Event of Default then exists.

SECTION 7. Events of Default. The existence or occurrence of any "Event of Default" as provided under the terms of the Credit Agreement shall constitute an Event of Default under this Agreement.

SECTION 8. Remedies upon Event of Default.

(a) If any Event of Default has occurred and is continuing, Administrative Agent may, without further notice, exercise all rights and remedies under this Agreement or any other Loan Document or that are available to a secured creditor under the UCC or that are otherwise available at law or in equity, at any time, in any order and in any combination, including to collect any and all Secured Obligations from Grantors, and, in addition, Administrative Agent may sell the Collateral or any part thereof at public or private sale, for cash, upon credit or for future delivery, and at such price or prices as Administrative Agent may deem satisfactory. Administrative Agent shall give Borrower not less than ten (10) days' prior written notice of the time and place of any sale or other intended disposition of Collateral, except any Collateral which is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market. Each Grantor agrees that any such notice constitutes "reasonable notification" within the meaning of Section 9-611 of the UCC (to the extent such Section or any successor provision under the UCC is applicable).

(b) Administrative Agent may be the purchaser of any or all of the Collateral so sold at any public sale (or, if such Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations or if otherwise permitted under applicable law, at any private sale) and thereafter hold the same, absolutely, free from any right or claim of whatsoever kind. Each Grantor agrees during an Event of Default to execute and deliver such documents and take such other action as Administrative Agent deems necessary or advisable in order that any such sale may be made in compliance with law. Upon any such sale Administrative Agent shall have the right to deliver, assign and transfer to the purchaser thereof the Collateral so sold. Each purchaser at any such sale shall hold the Collateral so sold to it absolutely, free from any claim or right of any kind,

including any equity or right of redemption of Grantors. To the extent permitted by law, each Grantor hereby specifically waives all rights of redemption, stay or appraisal which it has or may have under any law now existing or hereafter adopted. The notice (if any) of such sale shall (1) in case of a public sale, state the time and place fixed for such sale, and (2) in the case of a private sale, state the day after which such sale may be consummated. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as Administrative Agent may fix in the notice of such sale. At any such sale Collateral may be sold in one lot as an entirety or in separate parcels, as Administrative Agent may determine. Administrative Agent shall not be obligated to make any such sale pursuant to any such notice. Administrative Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the same may be so adjourned. In case of any sale of all or any part of the Collateral on credit or for future delivery, such Collateral so sold may be retained by Administrative Agent until the selling price is paid by the purchaser thereof, but Administrative Agent shall not incur any liability in case of the failure of such purchaser to take up and pay for such Collateral so sold and, in case of any such failure, such Collateral may again be sold upon like notice. Administrative Agent, instead of exercising the power of sale herein conferred upon it, may proceed by a suit or suits at law or in equity to foreclose the Security Interests and sell Collateral, or any portion thereof, under a judgment or decree of a court or courts of competent jurisdiction. Grantors shall remain liable for any deficiency.

(c) For the purpose of enforcing any and all rights and remedies under this Agreement, Administrative Agent may (i) require any Grantor to, and each Grantor agrees that it will, at the joint and several expense of Grantors, and upon the request of Administrative Agent, forthwith assemble all or any part of its Collateral as directed by Administrative Agent and make it available at a place designated by Administrative Agent which is, in Administrative Agent's opinion, reasonably convenient to Administrative Agent and such Grantor, whether at the premises of such Grantor or otherwise, (ii) to the extent permitted by applicable law, enter, with or without process of law and without breach of the peace, any premise where any such Collateral is or may be located and, without charge or liability to Administrative Agent, seize and remove such Collateral from such premises, (iii) have access to and use such Grantor's books and records, computers and software relating to the Collateral, and (iv) prior to the disposition of any of the Collateral, store or transfer such Collateral without charge in or by means of any storage or transportation facility owned or leased by such Grantor, process, repair or recondition such Collateral or otherwise prepare it for disposition in any manner and to the extent Administrative Agent deems appropriate and, in connection with such preparation and disposition, use without charge any trademark, trade name, copyright, patent or technical process used such Grantor.

(d) Without limiting the generality of the foregoing, if any Event of Default has occurred and is continuing:

(i) Administrative Agent may (without assuming any obligations or liability thereunder), at any time and from time to time, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of any Grantor in, to and under any Licenses and take or refrain from

taking any action under any thereof, and each Grantor hereby releases Administrative Agent from, and agrees to hold Administrative Agent free and harmless from and against any claims arising out of, any lawful action so taken or omitted to be taken with respect thereto except for Administrative Agent's gross negligence or willful misconduct as determined by a final and nonappealable decision of a court of competent jurisdiction; and

(ii) upon request by Administrative Agent, each Grantor agrees to execute and deliver to Administrative Agent powers of attorney, in form and substance satisfactory to Administrative Agent, for the implementation of any lease, assignment, license, sublicense, grant of option, sale or other disposition of any Intellectual Property. In the event of any such disposition pursuant to this Section, each Grantor shall supply its know-how and expertise relating to the manufacture and sale of the products bearing Trademarks or the products or services made or rendered in connection with Patents or Copyrights, and its customer lists and other records relating to such Intellectual Property and to the distribution of said products, to Administrative Agent.

SECTION 9. Limitation on Duty of Administrative Agent in Respect of Collateral. Beyond reasonable care in the custody thereof, Administrative Agent shall have no duty as to any Collateral of any Grantor in its possession or control or in the possession or control of any agent or bailee or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto. Administrative Agent shall be deemed to have exercised reasonable care in the custody of the Collateral of Grantors in its possession if such Collateral is accorded treatment substantially equal to that which it accords its own property, and Administrative Agent shall not be liable or responsible for any loss or damage to any of Grantors' Collateral, or for any diminution in the value thereof, by reason of the act or omission of any warehouseman, carrier, forwarding agency, consignee or other agent or bailee selected by Administrative Agent in good faith.

SECTION 10. Application of Proceeds. The proceeds of any sale of, or other realization upon, all or any part of the Collateral of Grantors shall be applied by Administrative Agent in the manner set forth in Section 8.2 in the Credit Agreement.

SECTION 11. Concerning Administrative Agent. The provisions of Article IX of the Credit Agreement shall inure to the benefit of Administrative Agent in respect of this Agreement and shall be binding upon the parties to the Credit Agreement in such respect. In furtherance and not in derogation of the rights, privileges and immunities of Administrative Agent therein set forth:

(a) Administrative Agent is authorized to take all such action as is provided to be taken by it as Administrative Agent hereunder or otherwise permitted under the Credit Agreement and all other action reasonably incidental thereto. As to any matters not expressly provided for herein or therein, Administrative Agent may request instructions from the Lenders and shall act or refrain from acting in accordance with written instructions from the Required Lenders or, in the absence of such instructions, in accordance with its discretion.

(b) Administrative Agent shall not be responsible for the existence, genuineness or value of any of Grantors' Collateral or for the validity, perfection, priority or enforceability of the Security Interests, whether impaired by operation of law or by reason of any action or omission to act on its part. Administrative Agent shall have no duty to ascertain or inquire as to the performance or observance of any of the terms of this Agreement by Grantors.

SECTION 12. Appointment of Co-Agents. At any time or times, in order to comply with any legal requirement in any jurisdiction, Administrative Agent may appoint another bank or trust company or one or more other Persons reasonably acceptable to the Required Lenders and, so long as no Event of Default has occurred or is continuing, Borrower, either to act as co-agent or co-agents, jointly with Administrative Agent, or to act as separate agent or agents on behalf of Administrative Agent and the Secured Parties with such power and authority as may be necessary for the effectual operation of the provisions hereof and specified in the instrument of appointment (which may, in the discretion of Administrative Agent, include provisions for the protection of such co-agent or separate agent similar to the provisions of Section 11).

SECTION 13. Expenses. In the event that any Grantor fails to comply with the provisions of the Credit Agreement, this Agreement or any other Loan Document, such that the value of any of its Collateral or the validity, perfection, rank or value of the Security Interests are thereby diminished or potentially diminished or put at risk, Administrative Agent may, but shall not be required to, effect such compliance on behalf of such Grantor, and Grantors shall jointly and severally reimburse Administrative Agent for the reasonable and actual costs thereof on demand. All insurance expenses and all expenses of protecting, storing, warehousing, appraising, insuring, handling, maintaining and shipping such Collateral, any and all excise, stamp, intangibles, transfer, property, sales, and use taxes imposed by any state, federal, or local authority or any other governmental authority on any of such Collateral, or in respect of periodic appraisals and inspections of such Collateral permitted under the Loan Documents, or in respect of the sale or other disposition thereof, shall be borne and paid by Grantors jointly and severally; and if Grantors fail promptly to pay any portion thereof when due, Administrative Agent may, at its option, but shall not be required to, pay the same and charge Grantors' accounts therefor, and Grantors agree jointly and severally to reimburse Administrative Agent therefor on demand. All sums so paid or incurred by Administrative Agent for any of the foregoing and any and all other sums for which Grantors may become liable hereunder and all costs and expenses (including reasonable attorneys' fees, legal expenses and court costs) incurred by Administrative Agent in enforcing or protecting the Security Interests or any of its rights or remedies thereon shall be payable by Grantors on demand and shall bear interest (after as well as before judgment) until paid at the default rate of interest set forth in the Credit Agreement and shall be additional Secured Obligations hereunder.

SECTION 14. Termination of Security Interests; Release of Collateral. Upon the repayment in full in cash of all Secured Obligations (other than Remaining Obligations), termination of all commitments of the Lenders under the Credit Agreement and the Cash Collateralization of the LC Exposure, the Security Interests shall terminate and all rights to the Collateral shall revert to the Grantors. Upon any such termination of the Security Interests or release of such Collateral, the Administrative Agent will, at the expense of the Borrower, execute and deliver to the Borrower such documents as the Grantors shall reasonably request, but without recourse or warranty to the Administrative Agent, including but not limited to written

authorization to file termination statements to evidence the termination of the Security Interests in such Collateral.

SECTION 15. Notices. All notices, requests and other communications to Grantors or Administrative Agent hereunder shall be delivered in the manner required by the Credit Agreement and shall be sufficiently given to Administrative Agent or any Grantor if addressed or delivered to them at, in the case of Administrative Agent and Borrower, its addresses and telecopier numbers specified in the Credit Agreement and in the case of any other Grantors, at their respective addresses and telecopier numbers provided in the Guaranty Agreement. All such notices and communications shall be deemed to have been duly given at the times set forth in the Credit Agreement.

SECTION 16. No Waiver; Remedies Cumulative.

(a) No failure or delay of Administrative Agent of any kind in exercising any power, right or remedy hereunder and no course of dealing between any Grantor on the one hand and Administrative Agent or any holder of any Note on the other hand shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or remedy hereunder or under any other Loan Document, or any abandonment or discontinuance of steps to enforce such a power, right or remedy, preclude any other or further exercise thereof or the exercise of any other power, right or remedy. The rights of Administrative Agent hereunder and of Administrative Agent, Lenders and Issuing Bank under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any party therefrom shall in any event be effective unless the same shall be permitted by subsection (b) below, and then such waiver and consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on any Grantor in any case shall entitle such Grantor to any other or further notice in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to a written agreement entered into between Grantors with respect to which such waiver, amendment or modification relates and Administrative Agent, with the prior written consent of the Required Lenders (except as otherwise provided in the Credit Agreement).

SECTION 17. Successors and Assigns. This Agreement is for the benefit of Administrative Agent and the Secured Parties and their permitted successors and assigns, and in the event of an assignment of all or any of the Secured Obligations, the rights hereunder, to the extent applicable to the indebtedness so assigned, may be transferred with such indebtedness. This Agreement shall be binding on Grantors and their successors and assigns; provided, however, that no Grantor may assign any of its rights or obligations hereunder without the prior written consent of Administrative Agent and the Lenders.

SECTION 18. Governing Law; Jurisdiction; Consent to Service of Process.

(a) This Agreement shall be construed in accordance with and be governed by the law (without giving effect to the conflict of law principles thereof) of the State of Georgia.

(b) Each Grantor hereby irrevocably and unconditionally submits, for itself

and its property, to the exclusive jurisdiction of the United States courts located within Northern District in the State of Georgia, any court within Fulton County, Georgia and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document or the transactions contemplated hereby or thereby, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such Georgia state court or, to the extent permitted by applicable law, such Federal court. Each Grantor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that Administrative Agent, the Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement against any Grantor or its properties in the courts of any jurisdiction.

(c) Each Grantor irrevocably and unconditionally waives any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding described in paragraph (b) of this Section and brought in any court referred to in paragraph (b) of this Section. Each party hereto irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each Grantor irrevocably consents to the service of process in the manner provided for notices in Section 10.1 of the Credit Agreement. Nothing in this Agreement will affect the right of Administrative Agent or any Secured Party to serve process in any other manner permitted by law.

SECTION 19. WAIVER OF JURY TRIAL. EACH PARTY HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (i) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (ii) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 20. Severability. Any provision of this Agreement held to be illegal, invalid or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability without affecting the legality, validity or enforceability of the remaining provisions hereof or thereof; and the illegality, invalidity or unenforceability of a particular provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 21. Counterparts; Integration. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy and electronic mail in pdf form), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement constitutes the entire agreement among the parties hereto regarding the subject matters hereof and supersedes all prior agreements and understandings, oral or written, regarding such subject matter.

SECTION 22. Additional Grantors. Pursuant to Section 5.11 of the Credit Agreement, each Domestic Subsidiary that was not in existence on the date of the Credit Agreement is required to enter into this Agreement as a Grantor upon becoming such a Domestic Subsidiary. Upon execution and delivery after the date hereof by Administrative Agent and such Domestic Subsidiary of an instrument in the form of Exhibit A, such Domestic Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any instrument adding an additional Grantor as a party to this Agreement shall not require the consent of any other Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

SECTION 23. Headings. The headings of the sections and other provisions hereof are provided for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

(Signatures on following page)

IN WITNESS WHEREOF, Grantors have caused this Agreement to be duly executed under seal and delivered by their duly authorized officers as of the day and year first above written.

BEECHER CARLSON INSURANCE SERVICES,
LLC, a California limited liability company

By: [Signature] (SEAL)
Name: Adam Meyerowitz
Title: Secretary

BEECHER CARLSON HOLDINGS, INC., a
Delaware corporation

By: [Signature]
Name: Adam Meyerowitz
Title: Secretary

[CORPORATE SEAL]

BEECHER CARLSON INSURANCE AGENCY,
LLC, a Delaware limited liability company

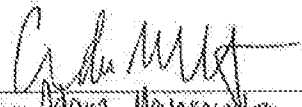
By: [Signature] (SEAL)
Name: Adam Meyerowitz
Title: Secretary

ONPOINT UNDERWRITING, INC., a Delaware
corporation

By: [Signature]
Name: Adam Meyerowitz
Title: Secretary

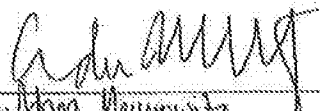
[CORPORATE SEAL]

SAWYER FOSTER INSURANCE SERVICES,
LLC, a Delaware limited liability company

By:  (SEAL)
Name: Adam Meyerson
Title: Secretary

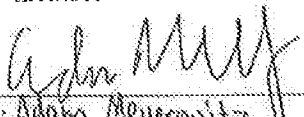
ONPOINT INSURANCE SERVICES, LLC, a
Delaware limited liability company

By: OnPoint Underwriting, Inc., a Delaware
corporation, its sole member

By:  (SEAL)
Name: Adam Meyerson
Title: Secretary

RISKCAP MANAGEMENT, LLC, an Arizona
limited liability company

By: Beecher Carlson Insurance Services, LLC, a
California limited liability company, its sole
member

By:  (SEAL)
Name: Adam Meyerson
Title: Secretary

TRIBAL NATION INSURANCE SERVICES,
LLC, a Connecticut limited liability company

By: Beecher Carlson Insurance Services, LLC, a
California limited liability company, its sole
member

By: *Adam Meyersonitz* (SEAL)
Name: Adam Meyersonitz
Title: Secretary

BEECHER CARLSON OF FLORIDA, INC., a
Florida corporation

By: *Adam Meyersonitz*
Name: Adam Meyersonitz
Title: Secretary

[CORPORATE SEAL]

SCHEDULE I
LIST OF FILING OFFICES

Name of Grantor	Jurisdiction	Office(s)
Beecher Carlson Insurance Services, LLC	CA	California State Index
Beecher Carlson Holdings, Inc.	DE	Delaware State Index
Beecher Carlson Insurance Agency, LLC	DE	Delaware State Index
OnPoint Underwriting, Inc.	DE	Delaware State Index
Sawyer Foster Insurance Services, LLC	DE	Delaware State Index
OnPoint Insurance Services, LLC	DE	Delaware State Index
RiskCap Management, LLC	AZ	Arizona State Index
Tribal Nation Insurance Services, LLC	CT	Connecticut State Index
Beecher Carlson of Florida, Inc.	FL	Florida State Index

SCHEDULE II

Grantor's Exact Legal Name	Jurisdiction of Incorporation	Taxpayer ID Number	Organizational ID Number
Beecher Carlson Insurance Services, LLC	CA	95-3679538	200616510203
Beecher Carlson Holdings, Inc.	DE	20-0322653	3711324
Beecher Carlson Insurance Agency, LLC	DE	81-0669367	3957219
OnPoint Underwriting, Inc.	DE	20-8156019	4279763
Sawyer Foster Insurance Services, LLC	DE	20-4760882	4148381
OnPoint Insurance Services, LLC	DE	None	4812479
RiskCap Management, LLC	AZ	65-1191834	L10779905
Tribal Nation Insurance Services, LLC	CT	26-1939603	0919093
Beecher Carlson of Florida, Inc.	FL	59-2174673	F74110

SCHEDULE III
PERFECTION CERTIFICATE

[See Attached]

PERFECTION CERTIFICATE

Dated as of March 28, 2012.

In connection with certain loans (the "Loans") to be made to BEECHER CARLSON INSURANCE SERVICES, L.L.C., a California limited liability company ("Borrower"), by SUNTRUST BANK, in its capacity as administrative agent ("Administrative Agent") for several banks and other financial institutions and lenders (the "Lenders"), the undersigned does hereby certify to Administrative Agent, for the benefit of the Lenders and Arnall Golden Gregory LLP ("Closing Attorney") as follows:

1. Borrower is a limited liability company which has been organized pursuant to the laws of the State of California. The address of its chief executive office is: 6 Concourse Parkway, Suite 2300, Atlanta, Georgia 30328.
2. Beecher Carlson Holdings, Inc. ("Parent") is a corporation which has been organized pursuant to the laws of the State of Delaware. The address of its chief executive office is 6 Concourse Parkway, Suite 2300, Atlanta, Georgia 30328.
3. RiskCap, Inc. ("RiskCap") is a corporation which has been organized pursuant to the laws of the State of Colorado. The address of its chief executive office is 6 Concourse Parkway, Suite 2300, Atlanta, Georgia 30328.
4. Beecher Carlson Insurance Agency, LLC ("BCIA") is a limited liability company which has been organized pursuant to the laws of the State of Delaware. The address of its chief executive office is 6 Concourse Parkway, Suite 2300, Atlanta, Georgia 30328.
5. OnPoint Underwriting, Inc. ("OnPoint") is a corporation which has been organized pursuant to the laws of the State of Delaware. The address of its chief executive office is 6 Concourse Parkway, Suite 2300, Atlanta, Georgia 30328.
6. Sawyer Foster Insurance Services, LLC ("Sawyer") is a limited liability company which has been organized pursuant to the laws of the State of Delaware. The address of its chief executive office is 6 Concourse Parkway, Suite 2300, Atlanta, Georgia 30328.
7. OnPoint Insurance Services, LLC ("OPIS") is a limited liability company which has been organized pursuant to the laws of the State of Delaware. The address of its chief executive office is 6 Concourse Parkway, Suite 2300, Atlanta, Georgia 30328.
8. RiskCap Management, LLC ("RCM") is a limited liability company which has been organized pursuant to the laws of the State of Arizona. The address of its chief executive office is 6 Concourse Parkway, Suite 2300, Atlanta, Georgia 30328.


9. Tribal Nation Insurance Services, LLC ("Tribal") is a limited liability company which has been organized pursuant to the laws of the State of Connecticut. The address of its chief executive office is 6 Concourse Parkway, Suite 2300, Atlanta, Georgia 30328.
10. Beecher Carlson of Florida, Inc. ("BCFI") is a corporation which has been organized pursuant to the laws of the State of Florida. The address of its chief executive office is 6 Concourse Parkway, Suite 2300, Atlanta, Georgia 30328.
11. "Beecher Carlson Insurance Services, LLC" is the correct legal name of Borrower, as is indicated on the public record of its jurisdiction of organization.
12. "Beecher Carlson Holdings, Inc." is the correct legal name of Parent, as is indicated on the public record of its jurisdiction of organization.
13. "RiskCap, Inc." is the correct legal name of RiskCap, as is indicated on the public record of its jurisdiction of organization.
14. "Beecher Carlson Insurance Agency, LLC" is the correct legal name of BCIA, as is indicated on the public record of its jurisdiction of organization.
15. "OnPoint Underwriting, Inc." is the correct legal name of OnPoint, as is indicated on the public record of its jurisdiction of organization.
16. "Sawyer Foster Insurance Services, LLC" is the correct legal name of Sawyer, as is indicated on the public record of its jurisdiction of organization.
17. "OnPoint Insurance Services, LLC" is the correct legal name of OPIS, as is indicated on the public record of its jurisdiction of organization.
18. "RiskCap Management, LLC" is the correct legal name of RCM, as is indicated on the public record of its jurisdiction of organization.
19. "Tribal Nation Insurance Services" is the correct legal name of Tribal, as is indicated on the public record of its jurisdiction of organization.
20. "Beecher Carlson of Florida, Inc." is the correct legal name of BCFI, as is indicated on the public record of its jurisdiction of organization.
21. Exhibit A hereto correctly sets forth all names and tradenames that each of Parent and each of its Subsidiaries have used within the last five (5) years.
22. Exhibit A also correctly sets forth the chief executive offices of Parent and each of its Subsidiaries over the last five (5) years and all other locations in which tangible assets of Parent and each of its Subsidiaries (including inventory, equipment, books and records) have been located during such period of time.

23. If Parent or any of its Subsidiaries owns any fixtures, timber to be cut or as-extracted collateral, then such fixtures, timber to be cut or as-extracted collateral are located in the locations set forth on Exhibit A hereto ("Fixture Locations").
24. Parent, on behalf of itself and its domestic Subsidiaries, authorizes Lender and Closing Attorney to file UCC Financing Statements or make other appropriate filings (or, if applicable, amendments to existing filings) in the appropriate filing offices of the Fixture Locations and in the appropriate filing offices of their respective jurisdictions of organization in connection with the Loans describing all of their respective assets as collateral.

(Signature on following page)

The undersigned does hereby give this certificate to induce Administrative Agent, on behalf of the Lenders, to consummate the Loans with Borrower and may be relied upon by Administrative Agent and Closing Attorney.

BEECHER CARLSON HOLDINGS, INC., a
Delaware corporation

By: 
Name: Christine C. Alligood
Title: Assistant Secretary

[CORPORATE SEAL]

EXHIBIT A

I. Names & Tradenames (used within last 5 years):

AI Program Managers
 Alliance Insurance Brokers
 Alliance Insurance Group
 Becher & Carlson Insurance Agency
 Becher & Carlson Insurance Brokerage
 Becher & Carlson Insurance Services
 Beecher Carlson Insurance Agency of the Northwest
 Cramer & Giles Insurance Agency
 Decathlon Insurance Services Agency
 JBL&K Risk Services
 JBL&K Insurance Agency
 OnPoint Risk Insurance Agency
 Spectrum Wholesale Insurance Services
 Tribal Insurance Services
 Tribal Nation Insurance Agency Services
 TR Jones & Company

II. (A) Addresses of Chief Executive Offices (over last 5 years):

Six Concourse Parkway, Suite 2300
 Atlanta, GA 30328

2002 Perimeter Summit Boulevard
 Suite 925
 Atlanta, GA 30319

(B) Location of tangible assets and other collateral:

<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
296 SW Columbia Street Suite D	Bend	OR	97702
Chevron House, 2nd Floor, 11 Church Street	Hamilton		HM 11 Bermuda
15 Broad Street, 8th Floor	Boston	MA	02109
16442 13th Ave SW	Burien	WA	98166
156 College Street, Suite 301	Burlington	VT	05401
321 North Clark Street, 5th Floor	Chicago	IL	60654
30 Old Kings Highway South	Darien	CT	06820
8390 E. Crescent Parkway, Suite 200	Greenwood Village	CO	80111
2911 Tennyson Ave., Suite 304	Eugene	OR	97408
14110 Airport Road, Suite 200	Gulfport	MS	39503
American Savings Bank Tower, 1001 Bishop Street, Suite 2788	Honolulu	HI	96813
1700 Hudson Street, Suite 200	Longview	WA	98632

707 Murphy Road	Medford	OR	97504
1221 Brickell Avenue, Suite 900	Miami	FL	33131
601 Carlson Parkway, Suite 1050	Minnetonka	MN	55305
6 Cadillac Drive, Suite 320, Creekside Crossing I	Brentwood	TN	37027
120 West 45th Street, Suite 3000	New York	NY	10036
6970 East Chauncey Lane, Suite 100	Phoenix	AZ	85054
220 NW 2nd Avenue, Suite 800	Portland	OR	97209
One Turks Head Place, Suite 200	Providence	RI	02903
353 Sacramento Street, Suite 1700	San Francisco	CA	94111
6 Hutton Centre Drive, Suite 1280	Santa Ana	CA	92707
914 Hartford Turnpike	Waterford	CT	06385
21700 Oxnard Street, Suite 1800	Woodland Hills	CA	91367
801 South Figueroa Street, Suite 620	Los Angeles	CA	90017
816 Webster Street	Marshfield	MA	02050
15 Exchange Place	Jersey City	NJ	07302
2211 Michelson	Irvine	CA	92612

(C) "Fixture Locations"

<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
296 SW Columbla Street Suite D	Bend	OR	97702
Chevron House, 2nd Floor, 11 Church Street	Hamilton		HM 11 Bermuda
15 Broad Street, 8th Floor	Boston	MA	02109
16442 13th Ave SW	Burien	WA	98166
156 College Street, Suite 301	Burlington	VT	05401
321 North Clark Street, 5th Floor	Chicago	IL	60654
30 Old Kings Highway South	Darlen	CT	06820
	Greenwood		
8390 E. Crescent Parkway, Suite 200	Village	CO	80111
2911 Tennyson Ave., Suite 304	Eugene	OR	97408
14110 Airport Road, Suite 200	Gulfport	MS	39503
American Savings Bank Tower, 1001 Bishop Street, Suite 2788	Honolulu	HI	96813
1700 Hudson Street, Suite 200	Longview	WA	98632
707 Murphy Road	Medford	OR	97504
1221 Brickell Avenue, Suite 900	Miami	FL	33131
601 Carlson Parkway, Suite 1050	Minnetonka	MN	55305
6 Cadillac Drive, Suite 320, Creekside Crossing I	Brentwood	TN	37027
120 West 45th Street, Suite 3000	New York	NY	10036
6970 East Chauncey Lane, Suite 100	Phoenix	AZ	85054
220 NW 2nd Avenue, Suite 800	Portland	OR	97209
One Turks Head Place, Suite 200	Providence	RI	02903

353 Sacramento Street, Suite 1700	San Francisco	CA	94111
6 Hutton Centre Drive, Suite 1280	Santa Ana	CA	92707
914 Hartford Turnpike	Waterford	CT	06385
21700 Oxnard Street, Suite 1800	Woodland Hills	CA	91367
816 Webster Street	Marshfield	MA	02050
801 South Figueroa Street, Suite 620	Los Angeles	CA	90017
2211 Michelson	Irvine	CA	92612

**SCHEDULE IV
COPYRIGHTS, TRADEMARKS AND PATENTS**

Copyrights

<u>Owner</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE.			

Patents

<u>Owner</u>	<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>
Beecher Carlson Holdings, Inc.	Casualty Claims Prediction Systems and Methods	Application No. 13/313,432	Filed 12/7/2011

Trademarks

<u>Owner</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Beecher Carlson Holdings, Inc.	"Beecher Carlson"	3041708	1/10/2006
Beecher Carlson Holdings, Inc.	Corporate Logo	3041709	1/10/2006
OnPoint Underwriting, Inc.	"ONPOINT UNDERWRITING"	3833270	8/17/2010
Beecher Carlson Holdings, Inc.	"ZOOM"	3813188	7/6/2010

**EXHIBIT A TO THE
SECURITY AGREEMENT**

THIS SUPPLEMENT TO THE SECURITY AGREEMENT (this "Supplement"), dated as of _____, is executed by [NAME OF NEW GRANTOR - IN ALL CAPS], a [State] [Entity] (the "New Grantor"), in favor of SUNTRUST BANK, as Administrative Agent ("Administrative Agent"), on its behalf and on behalf of the other banks and lending institutions (the "Lenders") from time to time party to the Revolving Credit Agreement, dated May 2, 2012, by and among Beecher Carlson Insurance Services, LLC, a California limited liability company ("Borrower"), the Lenders, Administrative Agent, and SunTrust Bank, as Issuing Bank (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") and on behalf of the other Secured Parties. Terms used herein but not defined herein shall have the meaning defined for those terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Borrower, Parent and certain Subsidiaries of Parent (the "Grantors") are parties to that certain Security Agreement, dated as of May 2, 2012, by and among Grantors in favor Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantors have granted security interests to Administrative Agent, for itself and the benefit of the Secured Parties;

WHEREAS, the Lenders have agreed to make Loans and the Issuing Bank has agreed to issue Letters of Credit to Borrower on the terms and conditions contained in the Credit Agreement;

WHEREAS, it is a condition precedent to the continued extension of the Loans and the continued issuance of Letters of Credit under the Credit Agreement that New Grantor grant to Administrative Agent a security interest in all of its Collateral to secure the obligations of New Grantor under the Guaranty Agreement and all other Loan Documents to which it is a party, and New Grantor wishes to fulfill said condition precedent;

NOW, THEREFORE, in consideration of the premises and in order to ensure the compliance with the Credit Agreement, New Grantor hereby agrees as follows:

SECTION 1. Grant of Security Interest. As security for the payment and performance of the Secured Obligations, New Grantor hereby pledges, assigns, hypothecates, sets over and conveys to Administrative Agent on its behalf and on behalf of the Secured Parties and grants to Administrative Agent on its behalf and on behalf of the Secured Parties a continuing security interest in and to, all of New Grantor's rights in and to all Collateral now or hereafter owned or acquired by such New Grantor or in which such New Grantor now has or hereafter has or acquires any rights, and wherever located.

SECTION 2. Joinder; Authorization of Filings. In accordance with Section 22 of the Security Agreement, New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor

and New Grantor hereby (i) agrees to all the terms and provisions of the Security Agreement applicable to it as Grantor thereunder and (ii) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof, except to the extent any such representation or warranty expressly refers to an earlier date. In addition to and not in limitation of the agreements, representations and warranties made by New Grantor in the preceding sentence, New Grantor authorizes Administrative Agent, its counsel or its representative, at any time and from time to time, to file financing statements and amendments that describe the collateral covered by such financing statements as "all assets of New Grantor", "all personal property of New Grantor" or words of similar effect, in such jurisdictions as Administrative Agent may deem necessary or desirable in order to perfect the security interests granted by New Grantor hereunder. Each reference to a Grantor in the Security Agreement shall be deemed to include New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 3. Schedules. New Grantor shall complete and attach hereto the schedules required under the Security Agreement, specifically, Schedule I, setting forth the offices in which UCC financing statements must be filed, Schedule II, setting forth New Grantor's jurisdiction of incorporation or organization, taxpayer identification number, organizational identification number and correct legal name indicated on the public record of New Grantor's jurisdiction of organization which shows such Grantor to be organized, Schedule III, setting forth the Perfection Certificate as completed by New Grantor, and Schedule IV, setting forth New Grantor's Copyrights, Trademarks and Patents. Schedules I, II, III and IV of the Security Agreement shall be deemed amended by and shall incorporate from the date hereof Schedules I, II, III and IV hereto.

SECTION 4. Representations and Warranties. New Grantor represents and warrants to Administrative Agent and the Secured Parties that this Supplement has been duly authorized, executed and delivered by it and that each of this Supplement and the Security Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

SECTION 5. Binding Effect. This Supplement shall become effective when it shall have been executed by New Grantor and thereafter shall be binding upon New Grantor and shall inure to the benefit of Administrative Agent and the Secured Parties. Upon the effectiveness of this Supplement, this Supplement shall be deemed to be a part of and shall be subject to all the terms and conditions of the Security Agreement. New Grantor shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of Administrative Agent and Lenders.

SECTION 6. Governing Law. THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF) OF THE STATE OF GEORGIA.

SECTION 7. Execution in Counterparts. This Supplement may be executed in

any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 8. Notices to New Grantor. All communications and notices hereunder shall be in writing and given as provided in Section 15 of the Security Agreement. All communications and notices hereunder to New Grantor shall be given to it at the address set forth under its signature below, with a copy to Borrower.

SECTION 9. Headings. The headings of the sections and other provisions hereof are provided for convenience only and shall not in any way affect the meaning or construction of any provision of this Supplement.

(Signature on following page)

IN WITNESS WHEREOF, New Grantor has duly executed this Supplement to the Security Agreement under seal as of the day and year first above written.

[NAME OF NEW GRANTOR]

By: _____ (SEAL)

Name: _____

Title: _____

Address: _____
