

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328303

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brookside Mezzanine Fund III, L.P.		12/23/2014	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	FCA, LLC		
Street Address:	7601 John Deere Parkway		
City:	Moline		
State/Country:	ILLINOIS		
Postal Code:	61266		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3947133	FCA CUSTOM PACKAGING SOLUTIONS. DESIGNED	
Registration Number:	3940234	FCA	
Registration Number:	4013586	FCA CUSTOM PACKAGING SOLUTIONS. DESIGNED	
Registration Number:	4013585	FCA	
Registration Number:	4331549	PACKSTRAND	
Registration Number:	4331548	PACKLAM	
Registration Number:	4516044	C.U.B	
CORRESPONDENCE DATA			
Fax Number:	2123362222		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2123362864		
Email:	IPDOCKETING@PBWT.COM		
Correspondent Name:	Craig Dent, Esq.		
Address Line 1:	Patterson Belknap Webb & Tyler LLP		
Address Line 2:	1133 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	B6570-010(C.DENT)		
NAME OF SUBMITTER:	Craig Dent		

OP \$190.00 3947133

SIGNATURE:	/Craig Dent/
DATE SIGNED:	01/08/2015
Total Attachments: 15 source=B6570-010#page1.tif source=B6570-010#page2.tif source=B6570-010#page3.tif source=B6570-010#page4.tif source=B6570-010#page5.tif source=B6570-010#page6.tif source=B6570-010#page7.tif source=B6570-010#page8.tif source=B6570-010#page9.tif source=B6570-010#page10.tif source=B6570-010#page11.tif source=B6570-010#page12.tif source=B6570-010#page13.tif source=B6570-010#page14.tif source=B6570-010#page15.tif	

EXECUTION COPY

**SECOND LIEN TERM LOAN
AND
SECURITY AGREEMENT**

AMONG

**BROOKSIDE MEZZANINE FUND III, L.P.
(AS AGENT)**

**VARIOUS FINANCIAL INSTITUTIONS
(AS LENDERS)**

AND

**DELOS FCA HOLDINGS, LLC
AND
FCA, LLC
(AS BORROWERS)**

December 23, 2014

**SECOND LIEN TERM LOAN
AND
SECURITY AGREEMENT**

Second Lien Term Loan and Security Agreement, dated as of December 23, 2014, among DELOS FCA HOLDINGS, LLC, a limited liability company organized under the laws of the State of Delaware ("Holdings"), upon execution of a Joinder Agreement (as defined below), FCA, LLC, a limited liability company organized under the laws of the State of Delaware (the "Company"), each subsidiary of Holdings that is a party hereto as a Guarantor (as defined below), the financial institutions which are now or which hereafter become a party hereto (collectively, the "Lenders" and individually a "Lender") and BROOKSIDE MEZZANINE FUND III, L.P. ("Brookside"), as agent for Lenders (in such capacity, the "Agent").

WHEREAS, Holdings has requested a term loan facility, the proceeds of which shall be used for the acquisition of the Company;

WHEREAS, immediately following the consummation of the FCA Acquisition (as defined below), the Company will execute and deliver to the Agent a Joinder Agreement (as defined below); and

WHEREAS, Lenders are willing to provide the term loan facility to Holdings on and subject to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and undertakings herein contained, the Loan Parties (as defined below), Lenders and the Agent hereby agree as follows intending to be legally bound:

I. DEFINITIONS.

1.1 **Accounting Terms.** As used in this Agreement, the Other Documents (as defined below) or any certificate, report or other document made or delivered pursuant to this Agreement, accounting terms not defined in Section 1.2 or elsewhere in this Agreement and accounting terms partly defined in Section 1.2 to the extent not defined, shall have the respective meanings given to them under GAAP.

1.2 **General Terms.** For purposes of this Agreement the following terms shall have the following meanings. All capitalized terms defined by reference to the corresponding defined term in the First Lien Credit Agreement shall have the meaning set forth in the First Lien Credit Agreement as in effect on the date hereof:

"Accountants" shall have the meaning set forth in Section 9.6.

"Acquisition" shall mean any transaction or series of related transactions for the purpose of or resulting, directly or indirectly, in (a) the acquisition of all or substantially all of the assets of a Person, or of all or substantially all of any business or division of a Person, (b) the acquisition of more than 50% of the Equity Interests of any Person, or otherwise causing any Person to become a Subsidiary or (c) a merger or consolidation or any other combination with another Person (other than a Person that is already a Subsidiary).

or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"Change of Control" shall mean (a) Delos Capital, together with its Affiliates and limited partners, shall own, directly or indirectly, less than a majority of the Equity Interests of Holdings or otherwise shall cease to have the ability to elect a majority of the board of managers (or other governing body) of Holdings and (b) Holdings shall own, directly or indirectly, less than 100% of the Equity Interests of the Company and the other Subsidiaries.

"Charges" shall mean all taxes, charges, fees, imposts, levies or other assessments, including all net income, gross income, gross receipts, sales, use, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation and property taxes, custom duties, fees, assessments, liens, claims and charges of any kind whatsoever, together with any interest and any penalties, additions to tax or additional amounts, imposed by any taxing or other authority, domestic or foreign (including the PBGC or any environmental agency or superfund), upon the Collateral, Holdings or any of its Affiliates.

"CIP Regulations" shall have the meaning set forth in Section 14.11.

"Closing Date" shall mean December 23, 2014 or such other date as may be agreed to by the parties hereto.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Collateral" shall mean all of each Loan Party's right, title and interest in and to the following:

- (a) all Receivables;
- (b) all Equipment;
- (c) all General Intangibles;
- (d) all Inventory;
- (e) all Investment Property;
- (f) all Real Property;
- (g) all Subsidiary Stock;
- (h) the Leasehold Interests;

(i) all deposit accounts, all Control Accounts and all amounts held in or credit thereto;

(j) all of such Loan Party's right, title and interest in and to, whether now owned or hereafter acquired and wherever located, (i) its respective goods and other property including, but not limited to, all merchandise returned or rejected by Customers, relating to or securing any of the Receivables; (ii) all of such Loan Party's rights as a consignor, a consignee, an unpaid vendor, mechanic, artisan, or other lienor, including stoppage in transit, setoff, detinue, replevin, reclamation and repurchase; (iii) all additional amounts due to such Loan Party from any Customer relating to the Receivables; (iv) other property, including warranty claims, relating to any goods securing the Obligations; (v) all of such Loan Party's contract rights, rights of payment which have been earned under a contract right, instruments (including promissory notes), documents, chattel paper (including electronic chattel paper), warehouse receipts, deposit accounts, letters of credit, letter of credit rights and money; (vi) all commercial tort claims (whether now existing or hereafter arising); (vii) if and when obtained by such Loan Party, all real and personal property of third parties in which such Loan Party has been granted a lien or security interest as security for the payment or enforcement of Receivables; (viii) all letter of credit rights (whether or not the respective letter of credit is evidenced by a writing); (ix) all supporting obligations; (x) all rights in respect of any insurance policies, including but not limited to, key man life insurance; and (xi) any other goods, personal property or real property now owned or hereafter acquired in which such Loan Party has expressly granted a security interest or may in the future grant a security interest to the Agent hereunder, or in any amendment or supplement hereto or thereto, or under any other agreement between the Agent and any Loan Party;

(k) all of such Loan Party's ledger sheets, ledger cards, files, correspondence, records, books of account, business papers, computers, computer software (owned by such Loan Party or in which it has an interest), computer programs, tapes, disks and documents relating to (a) through (j) above; and

(l) all proceeds and products of (a) through (k) above in whatever form, including, but not limited to: cash, deposit accounts (whether or not comprised solely of proceeds), certificates of deposit, insurance proceeds (including hazard, flood and credit insurance), negotiable instruments and other instruments for the payment of money, chattel paper, security agreements, documents, eminent domain proceeds, condemnation proceeds and tort claim proceeds.

Notwithstanding the foregoing, the term "Collateral" shall not include any "Excluded Property".

"Commitment" shall mean, as to any Lender, such Lender's commitment to make Term Loans.

"Commitment Transfer Supplement" shall mean a document in the form of Exhibit 15.3 hereto, properly completed and otherwise in form and substance satisfactory to the Agent by which the Purchasing Lender purchases a portion of a Lender's rights with respect to its Term Loan and Term Note under this Agreement and the Other Documents.

"GAAP" shall mean generally accepted accounting principles in the United States of America in effect from time to time.

"General Intangibles" shall mean and include all of each Loan Party's right, title and interest in and to general intangibles, and all goodwill associated therewith, whether now owned or hereafter acquired, including all payment intangibles, all choses in action, causes of action, corporate or other business records, inventions, designs, Intellectual Property, patent applications, equipment formulations, manufacturing procedures, quality control procedures, trademark applications, service marks, trade secrets, goodwill, copyrights, design rights, software, computer information, source codes, codes, records and updates, registrations, licenses, franchises, customer lists, tax refunds, tax refund claims, computer programs, all claims under guaranties, security interests or other security held by or granted to such Loan Party to secure payment of any of the Receivables by a Customer (other than to the extent covered by Receivables), all rights of indemnification and all other intangible property of every kind and nature (other than Receivables).

"Governmental Body" shall mean the government of the United States of America or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Graycliff" shall mean Graycliff Mezzanine II LP and Graycliff Mezzanine Parallel LP.

"Guarantor" shall mean each Subsidiary of Holdings that is party to the Subsidiary Guaranty.

"Hazardous Discharge" shall have the meaning set forth in Section 4.18(c).

"Hazardous Substance" shall mean any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum products, methane, hazardous materials, Hazardous Wastes, hazardous or Toxic Substances or related materials as defined in CERCLA, the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), RCRA, Articles 15 and 27 of the New York State Environmental Conservation Law or any other applicable Environmental Law and in the regulations adopted pursuant thereto.

"Hazardous Wastes" shall mean all waste materials subject to regulation under CERCLA, RCRA or applicable state law, and any other applicable Federal and state laws now in force or hereafter enacted relating to hazardous waste disposal.

"Hedge Liabilities" shall mean the "Hedge Liabilities" as defined in the First Lien Credit Agreement.

"Holdings" shall have the meaning set forth in the preamble to this Agreement.

(h) Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 3.12 (including by the payment of additional amounts pursuant to this Section 3.12), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all reasonable out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Body with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (h) (plus any penalties, interest or other charges imposed by the relevant Governmental Body) in the event that such indemnified party is required to repay such refund to such Governmental Body. Notwithstanding anything to the contrary in this paragraph (h), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (h) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(i) Survival. Each party's obligations under this Section 3.12 shall survive the resignation or replacement of the Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under this Agreement or any Other Document.

3.13 [Reserved.]

IV. COLLATERAL: GENERAL TERMS.

4.1 Security Interest in the Collateral. To secure the prompt payment and performance to the Agent and each Lender of the Obligations, each Loan Party hereby grants to the Agent for its benefit and for the ratable benefit of each Lender a continuing security interest in and to and Lien on all of such Loan Party's right, title and interest in and to the Collateral, whether now owned or existing or hereafter acquired or arising and wheresoever located; *provided, however*, notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property; *provided, further*, that if and when any property shall cease to be Excluded Property, a Lien on and security in such property shall be deemed granted therein. Each Loan Party shall mark its books and records as may be necessary or appropriate to evidence, protect and perfect the Agent's security interest and shall cause its financial statements to reflect such security interest. Notwithstanding anything to the contrary herein, (i) the Liens granted pursuant to this Section 4.1 shall be subject to the terms and conditions of the Subordination Agreement, and (ii) the exercise of any right or remedy by the Agent hereunder (including under Article XI) are subject in all instances to the provisions of the Subordination Agreement. In the event of any conflict between the terms of the Subordination Agreement and this Agreement, the terms of the Subordination Agreement shall govern and control. Each Loan Party shall promptly provide the Agent with written notice of all commercial tort claims, such

notice to contain the case title together with the applicable court and a brief description of the claim(s). Upon delivery of each such notice, such Loan Party shall be deemed to hereby grant to the Agent a security interest and lien in and to such commercial tort claims and all proceeds thereof.

4.2 **Perfection of Security Interest.** Subject to the terms of the Subordination Agreement, each Loan Party shall take all action that may be necessary or desirable, or that the Agent may reasonably request, so as at all times to maintain the validity, perfection, enforceability and priority of the Agent's security interest in and Lien on the Collateral or to enable the Agent to protect, exercise or enforce its rights hereunder and in the Collateral, including, but not limited to, (i) immediately discharging all Liens other than Permitted Encumbrances, (ii) using commercially reasonable efforts to obtain Lien Waiver Agreements, (iii) delivering to the Agent, endorsed or accompanied by such instruments of assignment or transfers in blank as the Agent may specify, and stamping or marking, in such manner as the Agent may specify, any and all chattel paper, instruments, letters of credits and advices thereof and documents evidencing or forming a part of the Collateral, (iv) entering into warehousing, lockbox and other custodial arrangements satisfactory to the Agent, and (v) executing and delivering financing statements, control agreements, instruments of pledge, notices and assignments, in each case in form and substance satisfactory to the Agent, relating to the creation, validity, perfection, maintenance or continuation of the Agent's security interest and Lien under the Uniform Commercial Code or other Applicable Law. Notwithstanding the foregoing, no Loan Party shall be required to cause the Agent's Lien to be noted on any title for any vehicle unless and until the Agent requests such action by written notice to such Loan Party. By its signature hereto, each Loan Party hereby authorizes the Agent to file against such Loan Party, one or more financing, continuation or amendment statements pursuant to the Uniform Commercial Code in form and substance satisfactory to the Agent (which statements may have a description of collateral which is broader than that set forth herein, such as covering "all assets"). All reasonable charges, expenses and fees the Agent may incur in doing any of the foregoing, and any local taxes relating thereto, shall be paid to the Agent for its benefit and for the ratable benefit of Lenders immediately upon demand.

4.3 **Disposition of Collateral.** Each Loan Party will safeguard and protect all its Collateral for the Agent's general account and make no disposition thereof whether by sale, lease or otherwise except the sale of Inventory in the Ordinary Course of Business, the sale of worn or obsolete Equipment or assets no longer used or useful in the business of the Loan Parties or as otherwise permitted under Section 7.1.

4.4 **Preservation of Collateral.** Subject to the terms of the Subordination Agreement, following the occurrence and during the continuation of a Default or Event of Default in addition to the rights and remedies set forth in Section 11.1, the Agent: (a) may at any time take such steps as the Agent deems necessary to protect the Agent's interest in and to preserve the Collateral, including the hiring of such security guards or the placing of other security protection measures as the Agent may deem appropriate; (b) may employ and maintain at any of any Loan Party's premises a custodian who shall have full authority to do all acts necessary to protect the Agent's interests in the Collateral; (c) may lease warehouse facilities to which the Agent may move all or part of the Collateral; (d) may use any Loan Party's facilities or equipment for handling or removing the Collateral; and (e) shall have, and is hereby granted, a

which would reasonably be expected to cause the PBGC to institute proceedings under Title IV of ERISA to terminate any Pension Benefit Plan; (v) no Pension Benefit Plan is, or is reasonably expected to be determined to be, in "at-risk" status (as defined in Section 303(j)(4)(A) of ERISA or Section 430(j)(4)(A) of the Code); (vi) except as could not reasonably be expected to result in material liability to any Loan Party, each Loan Party has complied, in all material respects, with of the responsibilities, obligations or duties imposed on it by ERISA with respect to any Plan; (vii) no Loan Party has incurred any liability for any excise tax arising under Section 4972 or 4980B of the Code, and no fact exists which would reasonably be expected to give rise to any such liability; (viii) except as could not reasonably be expected to result in material liability to any Loan Party, no Loan Party nor any fiduciary of, nor any trustee to, any Plan, has, to Borrower's knowledge, engaged in a non-exempt "prohibited transaction" described in Section 406 of the ERISA or Section 4975 of the Code; and no Loan Party nor any other member of the Controlled Group has taken any action which would constitute or result in a Termination Event with respect to any Pension Benefit Plan; (ix) no Loan Party maintains or contributes to any Plan which provides health, accident or life insurance benefits to former employees, their spouses or dependents, other than in accordance with Section 4980B of the Code; (x) within the past 6 years no Loan Party nor any other member of the Controlled Group has withdrawn, completely or partially, from any Multiemployer Plan so as to incur liability under ERISA which remains unfulfilled; and (xi) to the Loan Parties' knowledge, no Plan fiduciary (as defined in Section 3(21) of ERISA) has any liability for breach of fiduciary duty or for any failure in connection with the administration or investment of the assets of a Plan.

5.9 Patents, Trademarks, Copyrights and Licenses. All registered and other material patents, patent applications, trademarks, trademark applications, service marks, service mark applications, copyright registrations, copyright applications, design rights, tradenames, assumed names, trade secrets and licenses owned or utilized by any Loan Party are set forth on Schedule 5.9, or with respect to any of the foregoing arising after the Closing Date, in a written notice from a Borrower to the Agent identifying such, are valid and, except for trade secrets and licenses, have been duly registered or filed with all appropriate Governmental Bodies and constitute all of the intellectual property rights which are necessary for the operation of their business; to such Loan Party's knowledge, there is no objection to or pending challenge to the validity of any such patent, trademark, service mark, copyright, design right, tradename, trade secret or license which is material to such Loan Party, except as set forth in Schedule 5.9 hereto. Each patent, patent application, patent license, trademark, trademark application, trademark license, service mark, service mark application, service mark license, design right, copyright registration, copyright application and copyright license owned or held by each Loan Party and all trade secrets used by such Loan Party consist of original material or property developed by such Loan Party or was lawfully acquired by such Loan Party from the proper and lawful owner thereof. Each of such items has been maintained in all material respects so as to preserve the value thereof from the date of creation or acquisition thereof.

5.10 Licenses and Permits. Each Loan Party (a) is in compliance with and (b) has procured and is now in possession of, all material licenses or permits required by any applicable federal, state or local law, rule or regulation for the operation of its business in each jurisdiction wherein it is now conducting or proposes to conduct business and where the failure to procure such licenses or permits could reasonably be expected to have a Material Adverse Effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

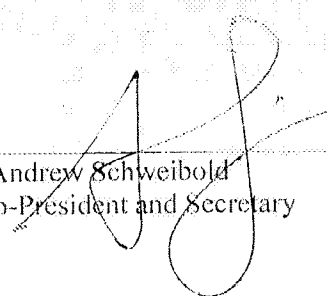
Borrower:

DELOS FCA HOLDINGS, LLC

By: _____


Name: Andrew Schweibold

Title: Co-President and Secretary










BROOKSIDE MEZZANINE FUND III, L.P.



By Brookside Mezzanine Partners III, LLC, its
general partner

By: 
Name: Corey Salar
Title: Managing Partner

**Schedule 5.9
Intellectual Property**

Service Marks and Trademarks

Mark	Jurisdiction	Registration Number	Registration Date
 (Int. Cls. 35, 37, 40 and 42)	U.S.	3,947,133	April 19, 2011
 (Int. Cls. 35, 37, 40 and 42)	U.S.	3,940,234	April 5, 2011
 (Int. Cls. 35, 37, 40 and 42)	U.S.	4,013,586	August 16, 2011
 (Class 20)	U.S.	4,013,585	August 16, 2011
	U.S.	4,331,549	May 7, 2013
	U.S.	4,331,548	May 7, 2013
	U.S.	4,516,044	April 15, 2014

	European Union	12179412	February 19, 2014
	European Union	012315446	March 18, 2014

Patents Pending

Patent	Jurisdiction	Application Number	Application Date
Collapsible Packaging Sleeve for Attaching to a Base and Container Formed Therefrom (Collapsible Utility Box (C.U.B.))	U.S.	13/784,482	March, 4, 2013
Collapsible Packaging Sleeve for Attaching to a Base and Container Formed Therefrom (Collapsible Utility Box (C.U.B.))	European Union	14157727	March, 4, 2013

TRADEMARK

REEL: 005436 FRAME: 0402

SECOND LIEN JOINDER AGREEMENT

Date: December 23, 2014

To: Brookside Mezzanine Fund III, L.P., as Agent under the Second Lien Term Loan and Security, dated as of December 23, 2014 (as amended, modified, restated or refinanced from time to time, the "Second Lien Credit Agreement"), among Delos FCA Holdings, LLC, various affiliates thereof, various financial institutions parties thereto as lenders thereunder, and Brookside Mezzanine Fund III, L.P., as Agent (the "Second Lien Agent").

Ladies/Gentlemen:

As contemplated by the Second Lien Credit Agreement, FCA, LLC (the "Company") and each of the Guarantors signatory hereto are to become parties to the Second Lien Credit Agreement. Accordingly, the Company and each Guarantor signatory hereto agree as follows:

1. The Company hereby becomes a party to the Second Lien Credit Agreement. In furtherance of the foregoing, the Company agrees that (a) it shall be bound by the Second Lien Credit Agreement in all respects as if it had been an original party thereto and (b) it will perform all of the obligations of the "Company" and a "Borrower" under the Second Lien Credit Agreement.

2. Each of the Guarantors signatory hereto hereby becomes a party to the Second Lien Credit Agreement. In furtherance of the foregoing, each such Guarantor agrees that (a) it shall be bound by the Second Lien Credit Agreement in all respects as if it had been an original party thereto and (b) it will perform all of its obligations as a "Loan Party" under the Second Lien Credit Agreement.

Without limiting the foregoing, the Company and each of the Guarantors signatory hereto confirms the effectiveness of its grant of a security interest to secure the Obligations set forth in Article IV of the Second Lien Credit Agreement.

Capitalized terms not otherwise defined herein shall have the meanings provided in the Second Lien Credit Agreement.

[Signatures begin on the following page]

The provisions of Sections 15.1 (*Governing Law*) and 12.3 (*Waiver of Right to Jury Trial*) of the Second Lien Credit Agreement are incorporated into this Agreement by reference as if fully set forth herein, *mutatis mutandis*.

FCA, LLC, a Delaware limited liability company

By: Carol Kilburg
Name: Carol Kilburg
Title: Chief Financial Officer

FCA INTERNATIONAL CORPORATION, a Delaware corporation

By: Carol Kilburg
Name: Carol Kilburg
Title: Treasurer

FCA IC DISC, INC., an Illinois corporation

By: Carol Kilburg
Name: Carol Kilburg
Title: Secretary and Treasurer

The undersigned acknowledges and agrees to the foregoing:

BROOKSIDE MEZZANINE FUND III, L.P., as Second Lien Agent

By: _____
Name: _____
Title: _____

The provisions of Sections 15.1 (*Governing Law*) and 12.3 (*Waiver of Right to Jury Trial*) of the Second Lien Credit Agreement are incorporated into this Agreement by reference as if fully set forth herein, *mutatis mutandis*.

FCA, LLC, a Delaware limited liability company

By: _____
Name:
Title:

FCA INTERNATIONAL CORPORATION, a Delaware corporation

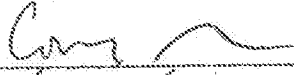
By: _____
Name:
Title:

FCA IC DISC, INC., an Illinois corporation

By: _____
Name:
Title:

The undersigned acknowledges and agrees to the foregoing:

BROOKSIDE MEZZANINE FUND III, L.P., as Second Lien Agent

By: 
Name: Corey Selig
Title: Managing Partner