

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413091

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Scoop Management LLC		01/06/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Yucaipa American Alliance Fund I, LP		
Street Address:	9130 W. Sunset Boulevard		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90069		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Serial Number:	75816899	SCOOP SHORE CLUB	
Serial Number:	76033979	SCOOP IT UP	
Serial Number:	76033980	SCOOP IT UP	
Serial Number:	75816896	SCOOP BEACH	
Serial Number:	75816895	SCOOP STREET	
Serial Number:	75816898	SCOOP NYC	
Serial Number:	74370761	SCOOP	
Serial Number:	76393630	SCOOP	
Serial Number:	76469687	SCOOP NYC	
Serial Number:	76469686	SCOOP	
Serial Number:	76567590	THE ULTIMATE CLOSET	
Serial Number:	78346944	SCOOP VEGAS	
Serial Number:	76572546	THE ULTIMATE CLOSET	
Serial Number:	76571166	SCOOP	
Serial Number:	76613281	SCOOP KIDS	
Serial Number:	78797336	SCOOP KIDS	
Serial Number:	78902836	S.C.P.	
Serial Number:	78941077	S.C.P. #96	
Serial Number:	77011023	S.C.P.	
TRADEMARK			

OP \$690.00 75816899

Property Type	Number	Word Mark
Serial Number:	77258340	SCOOP BEACH
Serial Number:	77360276	SCOOP NYC
Serial Number:	77362355	WHAT'S THE SCOOP
Serial Number:	85384577	S.C.P.
Serial Number:	85432856	SCOOP STARTING YOUNG
Serial Number:	85505103	SCOOP
Serial Number:	85505074	SCOOP
Serial Number:	85643317	SCOOP

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 213-683-9275
Email: joon.hur@mto.com
Correspondent Name: Joon S. Hur
Address Line 1: 355 South Grand Avenue
Address Line 2: Munger, Tolles & Olson LLP
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	F167872 c/m 21392-00153
NAME OF SUBMITTER:	Steven Shao
SIGNATURE:	/Steven Shao/
DATE SIGNED:	01/20/2017

Total Attachments: 84

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment Agreement"), effective as of January 6, 2017 (the "Effective Date"), is entered into by and among SCOOP MANAGEMENT LLC, a Delaware limited liability company (the "Borrower"), and the other entities party hereto (together with the Borrower, the "Assignors"), YUCAIPA AMERICAN ALLIANCE FUND I, LP, a Delaware limited partnership ("YAAF I" or the "Assignee"), and YUCAIPA AMERICAN ALLIANCE (PARALLEL) FUND I, L.P., a Delaware limited partnership (together with YAAF I, the "Secured Lenders").

WHEREAS, the Borrower is party to that certain Credit Agreement, dated as of June 18, 2014, as amended by that certain First Amendment to Credit Agreement, dated as of December 2, 2014, that certain Second Amendment to Credit Agreement and First Amendment to Parent Guaranty, dated as of March 6, 2015, that certain Third Amendment to Credit Agreement and Waiver and Second Amendment to Parent Guaranty, dated as of September 28, 2015, that certain Fourth Amendment to Credit Agreement and Third Amendment to Parent Guaranty, dated as of November 30, 2015, and that certain Fifth Amendment to Credit Agreement and Fourth Amendment to Parent Guaranty, dated as of January 29, 2016 (the "Credit Agreement"), by and among the Borrower, as borrower, and the Secured Lenders, as lenders and successors in interest to the rights and obligations thereunder and the other Credit Documents (as defined in the Credit Agreement) pursuant to that certain Assignment and Assumption, dated as of March 23, 2016, and that certain Assignment and Assumption of Intellectual Property Security Agreement, dated as of March 23, 2016;

WHEREAS, the Assignors are parties to (i) that certain Pledge and Security Agreement, dated as of June 18, 2014 (the "Pledge and Security Agreement"), by and among the Assignor, the other grantors specified therein, and the Secured Lenders, as the secured parties thereunder, attached as Exhibit A hereto and (ii) that certain Intellectual Property Security Agreement, dated as of June 18, 2014 (the "IP Security Agreement" and together with the Pledge and Security Agreement, the "Security Agreements"), by and among the Assignors, as the grantors, and the Secured Lenders, as the secured parties thereunder, attached as Exhibit B hereto, pursuant to which the Assignors granted security interest in the Collateral described therein, including the Intellectual Property Collateral (as defined in the IP Security Agreement), to secure the obligations of the Borrower and the other Assignors under the Credit Agreement and the other Credit Documents;

WHEREAS, certain Events of Default (as defined in the Credit Agreement) under the Credit Agreement relating to the failure by and inability of the Borrower and the other Assignors to make payments in respect of the outstanding principal of the term loan thereunder and accrued interest thereon (in the aggregate amount equal to \$16,465,800.75 as of the Effective Date) as they became due and payable on June 18, 2016 in accordance with the terms of the Credit Agreement (the "Specified Events of Default") have occurred and are continuing;

WHEREAS, in light of the existence and continuance of the Specified Events of Default, the Secured Lenders desire to exercise their rights and remedies under the Security Agreements with respect to that portion of the Collateral consisting of intellectual property pursuant to Section 7.1(a) of the Pledge and Security Agreement and request that the Assignors grant, assign, convey or otherwise transfer to the Assignee all of the Assignors' right, title and interest in and to the Intellectual Property Collateral pursuant to Section 7.5(a) of the Pledge and Security Agreement; and

WHEREAS, in furtherance of the foregoing, the parties hereto desire to enter into this Assignment Agreement to effect the assignment and transfer of the Intellectual Property Collateral as set forth herein.

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

Section 1. Definitions. All capitalized terms used in this Assignment Agreement but not defined herein have the meanings ascribed to them in the Pledge and Security Agreement.

Section 2. Assignment. The Assignors hereby irrevocably conveys, transfers and assigns to the Assignee (the "Assignment"), and the Assignee hereby accepts, all of the Assignors' right, title and interest in and to (i) the Intellectual Property Collateral, which, for the avoidance of doubt, includes all the Copyrights, Patents, Trademarks and Trade Secrets (each as defined in the IP Security Agreement and including the registrations and applications identified in Schedule 1 thereto), associated goodwill, Internet domain names, URLs, customer data, social media accounts, UPC prefixes and other intellectual or intangible property embodied in or pertaining to any of the Assignors' business, right of registration and re-registration, other intellectual property interest, whether pending, applied for or issued, filed in the United States or any foreign jurisdiction, (ii) all rights of any kind whatsoever of the Assignors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, and (iii) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages (collectively, the "Assigned IP").

Section 3. Foreclosure: Reaffirmation.

(a) The parties hereto acknowledge and agree that (a) the Specified Events of Default have occurred and continue to exist as of the Effective Date, (b) the Secured Lenders are entitled to exercise their rights and remedies under the Security Agreements in connection therewith by foreclosing on the Intellectual Property Collateral and effecting the Assignment of the Assigned IP hereunder pursuant to Sections 7.1(a) and 7.5(a) of the Pledge and Security Agreement, and (c) the Secured Lenders accept the Assignment of the Assigned IP in partial satisfaction of the Secured Obligations and upon the effectiveness of the Assignment, the Secured Lenders shall apply and credit \$1,200,000 against the outstanding amount of the Secured Obligations owed to the Secured Lenders by the Borrower and the other Assignors under the Credit Documents. Each of the Assignors, in its capacity as a Credit Party under the Credit Documents, accepts and consents to the foregoing, and waives any right it may have under applicable law to require disposition of the Assigned IP by the Secured Lenders following the Assignment.

(b) Without limiting the effect of the Assignment of the Assigned IP and the rights and actions of the parties hereto, each Assignor, in its capacity as a Credit Party under the Credit Documents, hereby (i) reaffirms its obligations under each and every Credit Document to which it is a party and (ii) reaffirms all Liens on the Collateral (other than the Intellectual Property Collateral assigned to the Assignee hereunder) that have been granted by it in favor of the Secured Lenders pursuant to any of the Credit Documents to which it is a party. Each Assignor hereby confirms and acknowledges as of the Effective Date that it is and continues to be validly and justly indebted to the Secured Lenders for the payment of all obligations under and in accordance with the terms of the Credit Agreement and the other Credit Documents, in each case, after giving effect to this Assignment Agreement and the Assignment of the Assigned IP, without offset, defense (other than the defenses of payment and performance), cause of action or counterclaim of any kind or nature whatsoever, 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 4. Representations and Warranties of Assignors. Each of the Assignors represents and warrants as of the Effective Date the representations and warranties contained in Section 3.7 of the Pledge and Security Agreement, mutatis mutandis, with respect to and to the extent such representation and warranty applies to the Assigned IP.

Section 5. Recordation and Further Acts. The Assignors hereby authorize the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment Agreement and the Assignment of the Assigned IP upon request by the Assignee. Following the Effective Date, upon the Assignee's reasonable request, the Assignors shall take such steps and actions, and provide such cooperation and assistance to the Assignee, the Secured Lenders, and their respective successors, assigns, and legal representatives, as applicable, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the Assignment of the Assigned IP to the Assignee, or any assignee or successor thereto.

Section 6. Release of Assignee and Secured Lenders. The following shall be effective as of the Effective Date:

(a) Each Assignor, in its capacity as an "Assignor" hereunder and a "Credit Party" under the Credit Documents, agrees, for itself, its successors and assigns, and any person or entity claiming by, on behalf of, or through such Assignor (each of the foregoing persons, a "Releasor"), to, and hereby does, remise, release and discharge each of the Assignee, the Secured Lenders and each of their respective predecessors, successors and permitted assigns and each of their respective officers, directors, agents, employees, attorneys and financial and other advisors (each such Person, a "Releasee") from any and all claims, liens, interests, demands, debts, sums of money, accounts, damages, judgments, financial obligations, actions, causes of action, suits at law or in equity, of any kind or nature whatsoever, whether known or unknown to such Assignor (each, a "Claim") that any Releasor or any successor or assign thereto has on the Effective Date or had at any time prior to the Effective Date against any Releasee in any way arising from or connected with this Assignment Agreement, the Credit Agreement, the Pledge and Security Agreement, the IP Security Agreement, any other Credit Document, the transactions contemplated hereby or thereby or dealings and negotiations between the parties in connection herewith or therewith (collectively, "Released Claims").

(b) It is further understood and agreed by each Releasor that such Releasor hereby expressly waives and relinquishes, to the extent permitted under applicable law, any and all claims, rights, or benefits that it may have under California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release which if known by him or her must have materially affected his or her settlement with the debtor.

(c) In connection with such waiver and relinquishment, each Releasor hereby acknowledges that it or its attorneys may hereafter discover claims or facts in addition to, or different from, those which they now know or believe to exist, but that such Releasor expressly agrees to fully, finally, and forever settle and release any and all claims, known or unknown, suspected or unsuspected, which exist or may exist on its behalf against Releasees at the Effective Time.

Section 7. General Provisions. This Assignment Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment Agreement may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Assignment Agreement. This Assignment Agreement, and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Assignment Agreement and the transactions contemplated hereby, shall be governed by, and construed in accordance with, the law of the State of California.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement to be effective as of the date first written above.

SCOOP MANAGEMENT LLC, as an Assignor

By: 

Name: Robert P. Birmingham

Title: Vice President and Secretary

SCOOP BEACH LLC
SCOOP BHS LLC
SCOOP BUCKHEAD LLC
SCOOP BOSTON LLC
SCOOP CHICAGO LLC
SCOOP CT LLC
SCOOP DALLAS LLC
SCOOP EAST LLC
SCOOP LAS VEGAS LLC
SCOOP LI LLC
SCOOP SHORE CLUB LLC
SCOOP SOHO LLC
SCOOP STORES BEVERLY, LLC
SCOOP STORES CA, LLC
SCOOP UNION SQUARE SF LLC
SCOOP WEB LLC
SCOOP WFC LLC
SCOOP 14 LLC, each as an Assignor

By: SCOOP MANAGEMENT LLC, as sole member

By: 

Name: Robert P. Birmingham

Title: Vice President and Secretary

YUCAIPA AMERICAN ALLIANCE
FUND I, LP, as Assignee and Secured Lender

By: Yucaipa American Alliance Fund I, LLC,
its general partner

By: 

Name: Robert P. Birmingham

Title: Vice President

**YUCAIPA AMERICAN ALLIANCE (PARALLEL)
FUND I, L.P., as Secured Lender**

By: Yucaipa American Alliance Fund I, LLC,
its general partner


By: 
Name: Robert P. Birmingham
Title: Vice President

Exhibit A

Pledge and Security Agreement

PLEDGE AND SECURITY AGREEMENT

dated as of June 18, 2014

between

EACH OF THE GRANTORS PARTY HERETO

and

ONEWEST BANK N.A.,
as Secured Party

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SCHEDULES:	3.1	Grantor Information and Status
	3.2	Collateral Identification

EXHIBITS:	A	Form of Joinder Agreement
	B	Form of Pledge Supplement
	C	Form of Intellectual Property Security Agreement

PLEDGE AND SECURITY AGREEMENT

This PLEDGE AND SECURITY AGREEMENT, dated as of June 18, 2014 (this "Agreement"), is entered into by and between (1) each of the entities party hereto as a grantor (collectively the "Grantors") and (2) ONEWEST BANK N.A., as secured party (together with its permitted successors and assigns, the "Secured Party").

RECITALS:

WHEREAS, capitalized terms used in these Recitals shall have the respective meanings set forth for such terms in Section 1.1 hereof;

WHEREAS, reference is made to that certain Credit Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), between Scoop Management LLC, a Delaware limited liability company (the "Borrower"), and the Secured Party; and

WHEREAS, in consideration of the extensions of credit and other accommodations of the Bank as set forth in the Credit Agreement, each Grantor has agreed to secure such Grantor's obligations under the Credit Documents as set forth herein.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Secured Party agree as follows:

SECTION 1. DEFINITIONS AND INTERPRETATION

1.1. Definitions.

(a) Terms Defined Herein. The following terms used herein, including in the preamble, recitals, exhibits and schedules hereto, shall have the following meanings:

"Agreement" as defined in the preamble hereto.

"Borrower" as defined in the recitals hereto.

"Cash Proceeds" as defined in Section 7.2.

"Collateral" means, with respect to each Grantor, such Grantor's right, title and interest in, to and under all personal property of such Grantor whether now owned or existing or hereafter acquired or arising and wherever located, including the following: (i) Accounts; (ii) Chattel Paper; (iii) Documents; (iv) General Intangibles; (v) Goods; (vi) Instruments; (vii) Insurance; (viii) Intellectual Property and all tangible property embodying such Intellectual Property; (ix) Investment Related Property, including Deposit Accounts; (x) Letter-of-Credit Rights; (xi) Money; (xii) Receivables and Receivable Records; (xiii) Commercial Tort Claims; (xiv) to the extent not otherwise included above, all other personal property of any kind and all Collateral Records, Collateral Support and Supporting Obligations relating to any of the foregoing; and (xv) to the extent not otherwise included above, all Proceeds, products, accessions, rents and profits of or in respect of any of the foregoing; provided, as of any date of

determination, the term "Collateral" shall not include any asset that is an Excluded Asset as of such date.

"Collateral Account" means any account established by the Bank.

"Collateral Records" means books, records, ledger cards, files, correspondence, customer lists, supplier lists, blueprints, technical specifications, manuals, computer software and related documentation, computer printouts, tapes, disks and other electronic storage media and related data processing software and similar items that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon.

"Collateral Support" means all property (real or personal) assigned, hypothecated or otherwise securing any Collateral and shall include any security agreement or other agreement granting a lien or security interest in such real or personal property.

"Control" means (i) with respect to any Deposit Account, "control" within the meaning of Section 9104 of the UCC; (ii) with respect to any Securities Account, Security Entitlement, Commodity Contract or Commodity Account, "control" within the meaning of Section 9106 of the UCC; (iii) with respect to any Uncertificated Security, "control" within the meaning of Section 8106(c) of the UCC; (iv) with respect to any Certificated Security, "control" within the meaning of Section 8106(a) or (b) of the UCC; (v) with respect to Letter-of-Credit Right, "control" within the meaning of Section 9107 of the UCC; (vi) with respect to any Electronic Chattel Paper, "control" within the meaning of Section 9105 of the UCC; and (vii) with respect to any "transferable record" (as that term is defined in Section 201 of the Federal Electronic Signatures in Global and National Commerce Act or in Section 16 of the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction), "control" within the meaning of Section 201 of the Federal Electronic Signatures in Global and National Commerce Act or in Section 16 of the Uniform Electronic Transactions Act as in effect in the jurisdiction relevant to such transferable record.

"Controlled Foreign Corporation" means a "controlled foreign corporation" (within the meaning of Section 957 of the Internal Revenue Code) of which the Borrower or a Subsidiary of the Borrower is a "United States shareholder" (within the meaning of Section 951 of the Internal Revenue Code) and with respect to which the Borrower shall have made a determination, in its reasonable judgment, that a guaranty by, grant of a Lien by, or pledge of two-thirds or more of the voting equity interests in, such Subsidiary would result in a material adverse tax consequence as a result of the application of Section 956 of the Internal Revenue Code, taking into account actual anticipated repatriation of funds, foreign tax credits and other relevant factors.

"Copyright Licenses" means any and all agreements, licenses and covenants providing for the granting of any right in or to Copyrights or otherwise providing for a covenant not to sue (whether the applicable Grantor is licensee or licensor thereunder) regarding a copyright.

"Copyrights" means all United States, and foreign copyrights (including Community designs), including but not limited to copyrights in software and all rights in and to databases,

and all Mask Works (as defined under 17 USC 901 of the US Copyright Act), whether registered or unregistered, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable or which is protected by common law, United States or foreign laws, or the law of any State; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (vii) all tangible property embodying the copyrights or such copyrighted materials.

“Credit Agreement” as defined in the recitals hereto.

“Domestic Subsidiary” means any Subsidiary organized under the laws of the United States of America, any State thereof or the District of Columbia.

“Excluded Asset” means each of the following assets (provided, the term “Excluded Asset” shall not at any time include the Proceeds of any such asset):

- (i) any payroll account, trust account or zero balance account;
- (ii) any lease, license, contract, property right or agreement to which any Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of a security interest to the Secured Party with respect thereto shall constitute or result in (a) the abandonment, invalidation or unenforceability of any right, title or interest of any Grantor therein or (b) a breach, default or termination pursuant to the terms thereof, other than to the extent that any such term would be rendered ineffective pursuant to Section 9406, 9407, 9408 or 9409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, such asset shall no longer be an “Excluded Asset” (and such security interest shall attach) immediately at such time as the condition causing such abandonment, invalidation, unenforceability, breach, default or termination shall be remedied and, to the extent severable, shall attach immediately to any portion of such asset that does not result in any of the consequences specified herein;
- (iii) any lease, license, contract, property right or agreement to which any Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of a security interest to the Secured Party with respect thereto is prohibited by applicable Law; provided, such asset shall no longer be an “Excluded Asset” (and such security interest shall attach) immediately at such time as the grant of a security interest therein shall no longer be prohibited by applicable Law;
- (iv) any of the outstanding equity interests of a Foreign Subsidiary or a Foreign Subsidiary Holding Company in excess of 65% of the voting power of all classes of equity interests of such Foreign Subsidiary or Foreign Subsidiary Holding Company, as the case may be, entitled to vote; provided, immediately upon the amendment of the Internal Revenue Code to allow the pledge of a greater percentage of the voting power of equity interests in a Foreign Subsidiary or a Foreign Subsidiary Holding Company

without adverse tax consequences to the Borrower, the Collateral shall include, and the security interest granted by the applicable Grantor shall attach to, such greater percentage of equity interests of each Foreign Subsidiary or Foreign Subsidiary Holding Company, as applicable; and

(v) any "intent-to-use" trademark application, filed pursuant to Section 1(b) of the Lanham Act, 17 USC § 1051(b), prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest to the Secured Party with respect thereto would impair the validity or enforceability of such intent-to-use trademark application or any registration that issues from such intent-to-use application under applicable federal law.

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

"Foreign Subsidiary Holding Company" means any Domestic Subsidiary of the Borrower, substantially all of the assets of which consist of the equity interests in one or more Controlled Foreign Corporations and no other material assets.

"Grantor" as defined in the preamble hereto.

"Insurance" means (i) all insurance policies covering any or all of the Collateral (regardless of whether the Secured Party is the loss payee thereof) and (ii) any key man life insurance policies.

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

"Intellectual Property Licenses" means, collectively, the Copyright Licenses, Patent Licenses, Trademark Licenses and Trade Secret Licenses.

"Investment Accounts" means the Collateral Account, Securities Accounts, Commodities Accounts and Deposit Accounts.

"Investment Related Property" means all Investment Property (as defined in Section 1.1(b)), together with all of the following (regardless of whether classified as Investment Property): all Pledged Equity Interests, Pledged Debt, the Investment Accounts and certificates of deposit.

"Joinder Agreement" means a supplement to this Agreement in substantially the form of Exhibit A.

"Material Contract" means any contract included in the Collateral which is material to the business of any Grantor or is otherwise of material value.

"Material Intellectual Property" means any Intellectual Property included in the Collateral which is material to the business of any Grantor or is otherwise of material value.

“Non-Assignable Contract” means any agreement, contract or license to which any Grantor is a party that by its terms purports to restrict or prevent the assignment or granting of a security interest therein (either by its terms or by any federal or state statutory prohibition or otherwise irrespective of whether such prohibition or restriction is enforceable under Section 9406, 9407, 9408 or 9409 of the UCC).

“Patent Licenses” means all agreements, licenses and covenants providing for the granting of any right in or to Patents or otherwise providing for a covenant not to sue (whether the applicable Grantor is licensee or licensor thereunder) regarding a patent.

“Patents” means all United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications therefor; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; and (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit.

“Pledge Supplement” means a supplement to this Agreement in substantially the form of Exhibit B.

“Pledged Debt” means all indebtedness for borrowed money owed to any Grantor, regardless of whether evidenced by any Instrument, issued by the obligors named therein, the instruments, if any, evidencing any of the foregoing, and all interest, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing.

“Pledged Equity Interests” means all Pledged Stock, Pledged LLC Interests, Pledged Partnership Interests and any other participation or interests in any equity or profits of any business entity including any trust; provided, no Excluded Asset shall constitute a Pledged Equity Interest.

“Pledged LLC Interests” means all interests in any limited liability company and each series thereof, and the certificates, if any, representing such limited liability company interests and any interest of any Grantor on the books and records of such limited liability company or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such limited liability company interests.

“Pledged Partnership Interests” means all interests in any general partnership, limited partnership, limited liability partnership or other partnership, and the certificates, if any, representing such partnership interests and any interest of any Grantor on the books and records of such partnership or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities

and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such partnership interests.

"Pledged Stock" means all equity interests owned by any Grantor, and the certificates, if any, representing such shares and any interest of any Grantor in the entries on the books of the issuer of such shares or on the books of any securities intermediary pertaining to such shares, and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares.

"Receivables" means all rights to payment, regardless of whether earned by performance, for goods or other property sold, leased, licensed, assigned or otherwise disposed of, or services rendered or to be rendered, including all such rights constituting or evidenced by any Account, Chattel Paper, Instrument, General Intangible or Investment Related Property, together with all of each Grantor's rights, if any, in any goods or other property giving rise to such right to payment and all Collateral Support and Supporting Obligations related thereto and all Receivables Records.

"Receivables Records" means (i) all original copies of all documents, instruments or other writings or electronic records or other Records evidencing the Receivables, (ii) all books, correspondence, credit or other files, Records, ledger sheets or cards, invoices, and other papers relating to Receivables, including all tapes, cards, computer tapes, computer discs, computer runs, record keeping systems and other papers and documents relating to the Receivables, whether in the possession or under the control of any Grantor or any computer bureau or agent from time to time acting for such Grantor or otherwise, (iii) all evidences of the filing of financing statements and the registration of other instruments in connection therewith, and amendments, supplements or other modifications thereto, notices to other creditors, secured parties or agents thereof, and certificates, acknowledgments, or other writings, including lien search reports, from filing or other registration officers, (iv) all credit information, reports and memoranda relating thereto and (v) all other written or non-written forms of information related in any way to the foregoing or any Receivable.

"Related Collateral" as defined in Section 4.6.

"Secured Obligations" means the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 USC §362(a) (and any successor provision thereof)) of all of the Obligations.

"Secured Party" as defined in the preamble hereto.

"Securities" shall mean any stock, shares, partnership interests, voting trust certificates, certificates of interest or participation in any profit-sharing agreement or arrangement, options, warrants, bonds, debentures, notes, or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as "securities" or any certificates of interest, shares or participations in temporary or interim

certificates for the purchase or acquisition of, or any right to subscribe to, purchase or acquire, any of the foregoing.

“Special Collateral” means any of the following: (i) Farm Products; (ii) As-Extracted Collateral; (iii) Manufactured Homes; (iv) Health Care Insurance Receivables; (v) timber to be cut; (vi) aircraft, aircraft engines, satellites, ships or railroad rolling stock; (vii) motor vehicles or other goods subject to a certificate of title statute of any jurisdiction; or (viii) the Proceeds of any of the foregoing.

“Trademark Licenses” means any and all agreements, licenses and covenants providing for the granting of any right in or to Trademarks or otherwise providing for a covenant not to sue or permitting co-existence (whether the applicable Grantor is licensee or licensor thereunder) regarding a Trademark.

“Trademarks” means all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) all extensions or renewals of any of the foregoing, (ii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iii) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (iv) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit.

“Trade Secret Licenses” means any and all agreements providing for the granting of any right in or to Trade Secrets (whether the applicable Grantor is licensee or licensor thereunder).

“Trade Secrets” means all common law and statutory trade secrets and all other confidential or proprietary information and know-how regardless of whether such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret and to enjoin or collect damages for the actual or threatened misappropriation of any Trade Secret; and (ii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of California (including any successor provisions under any subsequent version or amendment to any Division of the UCC); provided, in the event that, by reason of mandatory provisions of law, any or all of the perfection or priority of, or remedies with respect to, any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of California, the term “UCC” means the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions hereof relating to such perfection, priority or remedies.

(b) UCC Definitions. In this Agreement, each of the following terms shall have the meaning assigned thereto in the UCC: "Account"; "Account Debtor"; "As-Extracted Collateral"; "Bank"; "Certificated Security"; "Chattel Paper"; "Commercial Tort Claims"; "Commodity Account"; "Commodity Contract"; "Commodity Intermediary"; "Consignee"; "Consignment"; "Consignor"; "Deposit Account"; "Document"; "Electronic Chattel Paper"; "Entitlement Order"; "Equipment"; "Farm Products"; "Fixtures"; "General Intangibles"; "Goods"; "Health Care Insurance Receivable"; "Instrument"; "Inventory"; "Investment Property"; "Letter-of-Credit Right"; "Manufactured Home"; "Money"; "Payment Intangible"; "Proceeds"; "Record"; "Securities Account"; "Securities Intermediary"; "Security Certificate"; "Security Entitlement"; "Supporting Obligations"; "Tangible Chattel Paper"; and "Uncertificated Security".

(c) Credit Agreement Definitions. All other capitalized terms used herein (including the preamble and recitals hereto) and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement, and the incorporation by reference of terms defined in the Credit Agreement shall survive any termination of the Credit Agreement until this Agreement is terminated as provided in Section 8.

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

1.3. Credit Agreement Governs. If any of the terms or conditions of this Agreement is in conflict with the Credit Agreement, then the terms and conditions of the Credit Agreement shall govern.

SECTION 2. SECURITY FOR OBLIGATIONS.

2.1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Secured Party a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Collateral.

2.2. **Continuing Security Interest.** This Agreement (a) creates a continuing security interest in the Collateral and shall remain in full force and effect until the payment in full in cash of all Secured Obligations (other than any Remaining Obligations) and the termination of the Commitment, (b) is binding upon each Grantor and its successors and assigns, and (c) inures, together with the rights and remedies of the Secured Party hereunder, to the benefit of the Secured Party and its successors, transferees and assigns.

2.3. **Grantors Remain Liable.** Notwithstanding anything herein to the contrary:

(a) each Grantor shall remain liable for all obligations under the Collateral and nothing contained herein is intended or shall be a delegation of duties to the Secured Party;

(b) each Grantor shall remain liable under each of the agreements included in the Collateral, including any agreements relating to Pledged Partnership Interests or Pledged LLC Interests, to perform all of the obligations undertaken by it thereunder all in accordance with and pursuant to the terms and provisions thereof and the Secured Party does not have any obligation or liability under any of such agreements by reason of or arising out of this Agreement or any other document related thereto nor shall the Secured Party have any obligation to make any inquiry as to the nature or sufficiency of any payment received by it or have any obligation to take any action to collect or enforce any rights under any agreement included in the Collateral, including any agreements relating to Pledged Partnership Interests or Pledged LLC Interests; and

(c) the exercise by the Secured Party of any of its rights hereunder shall not release any Grantor from any of its duties or obligations under any contract or agreement that is included in the Collateral.

SECTION 3. REPRESENTATIONS AND WARRANTIES.

In order to induce the Secured Party to enter into this Agreement, each Grantor represents and warrants to the Secured Party, on the Closing Date and on each Credit Date, that the following statements are true and correct:

3.1. **Grantor Information, Etc.**

(a) **Grantor Information.** As of the Closing Date, Schedule 3.1 sets forth with respect to each Grantor (i) such Grantor's full legal name, type of organization, jurisdiction of organization, and organizational identification number, if any; (ii) such Grantor's trade names, fictitious business names or other names under which such Grantor currently conducts business; and (iii) each jurisdiction where such Grantor's chief executive office or its sole place of business (or the principal residence if such Grantor is a natural person) is located.

(b) **Name Changes, Etc.** As of the Closing Date, except as provided on Schedule 3.1, no Grantor has changed its name, jurisdiction of organization, chief executive office, sole place of business or its organizational structure or its corporate structure in any way (e.g., by merger, consolidation, change in organizational form) and has not done business under any other name, in each case, within the past five (5) years.

(c) Current Locations. As of the Closing Date, Schedule 3.1 sets forth with respect to each Grantor (i) all locations where such Grantor owns or leases any real property, (ii) except for Inventory that is in transit or Equipment that is being repaired, each in the ordinary course of the applicable Grantor's business, all locations where such Grantor keeps any Inventory and Equipment included in the Collateral and (iii) all locations in which each Grantor maintains any books or records relating to any of the Collateral.

(d) Other Security Agreements. Except for security agreements constituting Permitted Liens, no Grantor has within the last five (5) years become bound (whether as a result of merger or otherwise) as debtor under a security agreement entered into by another Person that has not heretofore been terminated.

(e) Dissolution, Etc. Except as permitted by Section 6.8 of the Credit Agreement, no Grantor has filed a certificate of dissolution or liquidation, or a certificate of domestication, transfer or continuance in any other jurisdiction.

(f) Transmitting Utility. No Grantor is a "transmitting utility" (as defined in Section 9102(a)(80) of the UCC).

3.2. Collateral Identification, Etc.

(a) Collateral Identification. As of the Closing Date, Schedule 3.2 sets forth for each Grantor a description of the following (if any): (i) Deposit Accounts; (ii) Pledged Equity Interests; (iii) Pledged Debt; (iv) Securities Accounts; (v) Commodity Contracts and Commodity Accounts; (vi) United States and foreign registrations of and applications for Patents, Trademarks, and Copyrights owned by such Grantor; (vii) Patent Licenses, Trademark Licenses, Trade Secret Licenses and Copyright Licenses (other than any such Licenses for commercially available off-the-shelf software) to which such Grantor is a party; (viii) Letter-of-Credit Rights; (ix) the name and address of any warehouseman, bailee or other third party in possession of any of such Grantor's Inventory, Equipment or other tangible personal property; and (x) each Material Contract to which such Grantor is a party.

(b) Commercial Tort Claim. As of the Closing Date, none of the Collateral consists of any Commercial Tort Claim. In the event that any Grantor after the Closing Date acquires or has any Commercial Tort Claim, such Grantor has delivered to the Secured Party a completed Pledge Supplement identifying such Commercial Tort Claim.

(c) Special Collateral. As of the Closing Date, none of the Collateral consists of Special Collateral. In the event that any Grantor after the Closing Date acquires any Special Collateral, such Grantor has (i) promptly notified the Secured Party in writing thereof and (ii) taken all such actions and executed all such documents and made all such filings, in each case, at such Grantor's expense as the Secured Party shall have reasonably requested in order to ensure that the Secured Party has a valid, perfected, first priority Lien in such Special Collateral, subject to any Permitted Liens.

3.3. Ownership of Collateral, Etc.

(a) Ownership. Each Grantor owns the Collateral purported to be owned by it or otherwise has the rights it purports to have in each item of Collateral, in each case free and clear of any and all Liens, rights or claims of all other Persons other than Permitted Liens.

(b) Financing Statements, Etc. Other than any financing statement filed in favor of the Secured Party, no effective financing statement, fixture filing or other instrument similar in effect under any applicable law covering all or any part of the Collateral is on file in any filing or recording office except for (i) financing statements for which duly authorized proper termination statements have been delivered to the Secured Party for filing and (ii) financing statements filed in connection with Permitted Liens.

(c) Control. Other than the Secured Party and any automatic Control in favor of a Bank, Securities Intermediary or Commodity Intermediary maintaining a Deposit Account, Securities Account or Commodity Contract, as applicable, no Person is in Control of any Collateral.

3.4. Status of Security Interest.

(a) First Priority Lien. The security interest of the Secured Party in the Collateral constitutes a valid, perfected, first priority security interest in and continuing lien on all of each Grantor's right, title and interest in, to and under the Collateral, subject only to Permitted Liens or permitted non-perfection pursuant to Section 4.1.

(b) No Authorization, Consent, Approval, Etc. No authorization, consent, approval or other action by, and no notice to or filing with, any Governmental Authority or any other Person is required for either (i) the pledge or grant by any Grantor of the Liens purported to be created in favor of the Secured Party hereunder or (ii) the exercise by the Secured Party of any rights or remedies in respect of any Collateral (whether specifically granted or created hereunder or created or provided for by applicable law), except as may be required, in connection with the disposition of any Investment Related Property, by Laws generally affecting the offering and sale of Securities.

3.5. Receivables. None of the Account Debtors in respect of any Receivable is the government of the United States, any agency or instrumentality thereof, any state or municipality or any foreign sovereign. No Receivable requires the consent of the Account Debtor in respect thereof in connection with the security interest hereunder, except any consent which has been obtained.

3.6. Pledged Equity Interests.

(a) Record and Beneficial Owner. The applicable Grantor is the record and beneficial owner of the Pledged Equity Interests free of all Liens, rights or claims of other Persons.

(b) Consents. No consent of any Person, including any other general or limited partner, any other member of a limited liability company, any other shareholder or any

other trust beneficiary is necessary or desirable in connection with the creation, perfection or first priority status of the security interest of the Secured Party in any Pledged Equity Interests or the exercise by the Secured Party of the voting or other rights provided for in this Agreement or the exercise of remedies in respect thereof except such as have been obtained.

(c) Status as "Securities". None of the Pledged LLC Interests or Pledged Partnership Interests represent interests (i) that by their terms provide that they are securities governed by the uniform commercial code of an applicable jurisdiction, (ii) that are dealt in or traded on securities exchanges or markets or (iii) in an issuer that is a "registered investment company" as such term is defined in the Investment Company Act of 1940, as amended.

3.7. Intellectual Property.

(a) Ownership. As of the Closing Date, and except as listed on Schedule 3.2, to the applicable Grantor's knowledge, such Grantor (i) is the sole and exclusive owner of the entire right, title, and interest in and to all Intellectual Property listed on Schedule 3.2, or otherwise is licensed or permitted to use such Intellectual Property as used in or necessary to conduct its business as currently conducted, and (ii) owns or has the valid right to use and, where such Grantor does so, sublicense others to use, all other Intellectual Property used in or necessary to conduct its business, free and clear of all Liens, claims, encumbrances and licenses, except for Permitted Liens and the licenses set forth on Schedule 3.2. Schedule 3.2 accurately lists, in all material respects, all Intellectual Property owned or controlled by Grantor as of the Closing Date, or to which Grantor has a right as of the Closing Date to have assigned or licensed to it, and accurately reflects, in all material respects, the existence and status of all such Intellectual Property.

(b) Subsisting, Etc. To each applicable Grantor's knowledge, as of the Closing Date, all of such Grantor's Intellectual Property is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, in any material respect nor, in the case of Patents, is the subject of a reexamination proceeding, and such Grantor has performed all acts and has paid all renewal, maintenance, and any other fees, annuities and taxes required to maintain each and every registration and application of its material Copyrights, Patents and Trademarks in full force and effect. To such Grantor's knowledge, as of the Closing Date, no action or proceeding challenging the validity or scope of any of its Material Intellectual Property is pending or threatened in writing.

(c) Registrations and Applications. As of the Closing Date, all registrations and applications for material US Copyrights, Patents and Trademarks have each been duly filed in the Copyright Office or Patent and Trademark Office, respectively, and are standing in the name of the applicable Grantor. As of the Closing Date, none of the Trademarks, Patents, Copyrights or Trade Secrets have been licensed by any Grantor to any third party outside of the ordinary course of business, except as disclosed in Schedule 3.2, and all exclusive Copyright Licenses have been properly recorded in the US Copyright Office.

(d) Notice of Registration, Etc. As of the Closing Date, each Grantor has, in all material respects, been using statutory notice of registration in an appropriate and legal manner in connection with its use of Trademarks, proper marking practices in connection with

the use of Patents and the tangible property embodying such Patents, and notice of copyright in an appropriate and legal manner in connection with any Copyrights.

(e) Infringement, Etc. To each Grantor's knowledge, as of the Closing Date, no conduct of such Grantor's business infringes upon or misappropriates or otherwise violates any Trademark, Patent, Copyright, Trade Secret or other intellectual property right of any other Person where such could reasonably be expected to have a Material Adverse Effect. As of the Closing Date, no claim has been made in the last three (3) years that the conduct of the Grantor's business and/or the use or license of any Material Intellectual Property owned or used by such Grantor (or any of its respective licensees) infringes upon, misappropriates or otherwise violates the asserted rights of any other Person.

(f) Third Party Infringement. To each Grantor's knowledge, as of the Closing Date, and except as could not reasonably be expected to have a Material Adverse Effect, no other Person is infringing upon, misappropriating or otherwise violating any rights in any Intellectual Property owned, licensed or used by such Grantor, or any of its respective licensees.

3.8. Material Contracts. No Material Contract prohibits assignment or requires consent of or notice to any Person in connection with the assignment to the Secured Party hereunder, except such as has been given or made or is currently sought pursuant to Section 4.8.

SECTION 4. COVENANTS AND AGREEMENTS.

Each Grantor covenants and agrees that so long as any Commitment is in effect and until payment in full of all Secured Obligations (other than any Remaining Obligations), each Grantor shall perform all covenants and agreements in this Section 4.

4.1. Perfection and Certain Other Actions.

(a) Timing Generally. Each Grantor shall comply with the requirements of this Section 4.1, (i) with respect to any Collateral in existence on the Closing Date, on the Closing Date, and (ii) with respect to any Collateral in which a Grantor acquires rights after the Closing Date, within three Business Days of the date of the acquisition thereof.

(b) UCC Financing Statements. Each Grantor hereby authorizes the Secured Party to file a financing statement naming such Grantor as "debtor" and the Secured Party as "secured party" and describing the Collateral in the filing offices set forth opposite such Grantor's name on Schedule 3.1 (as such schedule may be amended or supplemented from time to time), which financing statements may describe the Collateral in the same manner as described herein or may contain an indication or description of collateral that describes such property in any other manner as the Secured Party may determine, in its sole discretion, is necessary, advisable or prudent to ensure the perfection of the security interest in the Collateral granted to the Secured Party herein, including describing such property as "all assets" or "all personal property, whether now owned or hereafter acquired."

(c) Certificated Securities, Etc. Each Grantor shall deliver to the Secured Party the Security Certificates evidencing any Certificated Securities included in the Collateral duly indorsed by an effective endorsement (within the meaning of Section 8107 of the UCC), or

accompanied by share transfer powers or other instruments of transfer duly endorsed by such an effective endorsement, in each case, to the Secured Party or in blank. Each Grantor shall also cause any certificates evidencing any Pledged Equity Interests, including any Pledged Partnership Interests or Pledged LLC Interests, to be similarly delivered to the Secured Party, regardless of whether such Pledged Equity Interests constitute Certificated Securities.

(d) Uncertificated Securities. Each applicable Grantor shall ensure that the Secured Party has Control with respect to any Uncertificated Security included in the Collateral by causing the issuer of such Uncertificated Security to either (i) register the Secured Party as the registered owner thereof on the books and records of the issuer or (ii) execute an agreement in form and substance reasonably satisfactory to the Secured Party, pursuant to which such issuer agrees to comply with the Secured Party's instructions with respect to such Uncertificated Security without further consent by such Grantor.

(e) Securities Accounts and Securities Entitlements. Each applicable Grantor shall ensure that the Secured Party has Control with respect to any Securities Accounts or Securities Entitlements included in the Collateral by causing the Securities Intermediary maintaining such Securities Account or Security Entitlement to enter into an agreement in form and substance reasonably satisfactory to the Secured Party pursuant to which the applicable Securities Intermediary shall agree to comply with the Secured Party's Entitlement Orders without further consent by such Grantor.

(f) Deposit Accounts. Each applicable Grantor shall ensure that the Secured Party has Control with respect to any Deposit Accounts included in the Collateral by causing the depository institution maintaining such account to enter into an agreement in form and substance reasonably satisfactory to the Secured Party, pursuant to which the applicable Bank shall agree to comply with the Secured Party's instructions with respect to disposition of funds in the Deposit Account without further consent by such Grantor.

(g) Commodity Accounts and Commodity Contracts. Each applicable Grantor shall ensure that the Secured Party has Control with respect to any Commodity Accounts or Commodity Contracts included in the Collateral in a manner reasonably acceptable to the Secured Party.

(h) Instruments and Tangible Chattel Paper. Each applicable Grantor shall deliver to the Secured Party all Instruments and Tangible Chattel Paper included in the Collateral to the Secured Party duly indorsed in blank.

(i) Letter-of-Credit Rights. Each applicable Grantor shall ensure that the Secured Party has Control with respect to any Letter-of-Credit Rights included in the Collateral (other than any Letter-of-Credit Rights constituting a Supporting Obligation for a Receivable in which the Secured Party has a valid and perfected security interest) by obtaining the written consent of each issuer of each related letter of credit to the assignment of the proceeds of such letter of credit to the Secured Party.

(j) Electronic Chattel Paper, Etc. Each applicable Grantor shall ensure that the Secured Party has Control with respect to any Electronic Chattel Paper or "transferable

record”(as that term is defined in Section 201 of the Federal Electronic Signatures in Global and National Commerce Act or in Section 16 of the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction) included in the Collateral in a manner reasonably acceptable to the Secured Party.

(k) US Patents and Patent Licenses. Each applicable Grantor shall execute and deliver to the Secured Party an Intellectual Property Security Agreement in substantially the form of Exhibit C hereto (or a supplement thereto) covering all Collateral consisting of all Patents and Patent Licenses for all US Patents for which any Grantor is the owner or licensee in appropriate form for recordation with the US Patent and Trademark Office with respect to the security interest of the Secured Party.

(l) US Trademarks and Trademark Licenses. Each applicable Grantor shall execute and deliver to the Secured Party an Intellectual Property Security Agreement in substantially the form of Exhibit C hereto (or a supplement thereto) covering all Collateral consisting of all Trademarks and Trademark Licenses for all US Trademarks for which any Grantor is the owner or licensee in appropriate form for recordation with the US Patent and Trademark Office with respect to the security interest of the Secured Party.

(m) US Copyrights and Copyright Licenses. Each applicable Grantor shall execute and deliver to the Secured Party an Intellectual Property Security Agreement in substantially the form of Exhibit C hereto (or a supplement thereto) covering all Collateral consisting of all Copyrights and Copyright Licenses for all US Copyrights for which any Grantor is the owner or licensee in appropriate form for recordation with the US Copyright Office with respect to the security interest of the Secured Party.

(n) Consents of Other Grantors Regarding Investment Related Property. Each Grantor consents to the grant by each other Grantor of a Lien in all Investment Related Property to the Secured Party and, without limiting the generality of the foregoing, consents to the transfer of any Pledged Partnership Interest and any Pledged LLC Interest to the Secured Party or its designee following an Event of Default and to the substitution of the Secured Party or its designee as a partner in any partnership or as a member in any limited liability company with all the rights and powers related thereto.

(o) Consents of Third Parties Regarding Pledged Equity Interests. With respect to any Pledged Partnership Interests and Pledged LLC Interests included in the Collateral, if any Grantor owns less than 100% of the equity interests in any issuer of such Pledged Partnership Interests or Pledged LLC Interests, to the extent required by the organizational documents of the issuer of such Pledged Partnership Interests or Pledged LLC Interests, such Grantor shall use its commercially reasonable efforts to obtain the consent of each other holder of partnership interests or limited liability company interests in such issuer to the security interest of the Secured Party hereunder and during the occurrence of an Event of Default, the transfer of such Pledged Partnership Interests and Pledged LLC Interests to the Secured Party or its designee, and to the substitution of the Secured Party or its designee as a partner or member with all the rights and powers related thereto.

(p) Goods Covered by a Certificate of Title. With respect to any Goods that are covered by a certificate of title under a statute of any jurisdiction under the law of which indication of a security interest on such certificate is required as a condition of perfection thereof, upon the reasonable request of the Secured Party, (i) provide information with respect to any such Goods, (ii) execute and file with the registrar of motor vehicles or other appropriate authority in such jurisdiction an application or other document requesting the notation or other indication of the security interest created hereunder on such certificate of title, and (iii) deliver to the Secured Party copies of all such applications or other documents filed during such calendar quarter and copies of all such certificates of title issued during such calendar quarter indicating the security interest created hereunder in the items of Goods covered thereby.

(q) Non-US Pledged Equity Interests. If any issuer of any Pledged Equity Interest is organized under a jurisdiction outside of the United States, each Grantor shall take such additional actions, including causing the issuer to register the pledge on its books and records or making such filings or recordings, in each case as may be necessary or advisable, under the Laws of such issuer's jurisdiction to insure the validity, perfection and priority of the security interest of the Secured Party.

4.2. Grantor Information and Status. Without limiting any prohibitions or restrictions on mergers or other transactions set forth in the Credit Agreement, no Grantor shall change such Grantor's name, identity, organizational structure (e.g. by merger, consolidation, change in organizational form), sole place of business, chief executive office, type of organization or jurisdiction of organization or establish any trade names unless it has (a) notified the Secured Party in writing at least thirty days prior to any such change or establishment, identifying such new proposed name, identity, organizational structure, sole place of business, chief executive office, jurisdiction of organization or trade name and providing such other information in connection therewith as the Secured Party may reasonably request, and (b) taken all actions necessary or advisable to maintain the continuous validity, perfection and the same or better priority of the Secured Party's security interest in the Collateral granted or intended to be granted and agreed to hereby, which in the case of any merger or other change in organizational structure shall include, without limitation, executing and delivering to the Secured Party a completed Pledge Supplement upon completion of such merger or other change confirming the grant of the security interest hereunder.

4.3. Maintenance of Security Interest. Each Grantor shall (a) maintain the security interest of the Secured Party hereunder in all Collateral as valid, perfected, first priority Liens, subject only to Permitted Liens, and (b) use commercially reasonable efforts to defend the Collateral against all Persons at any time claiming any interest therein.

4.4. Inventory and Equipment.

(a) Documents. No Grantor shall deliver any Document evidencing any Inventory and Equipment to any Person other than the issuer of such Document to claim the Goods evidenced therefor or the Secured Party.

(b) Warehouseman, Bailee, Etc. If any Equipment or Inventory is in possession or control of any warehouseman, bailee or other third party (other than a Consignee

under a Consignment for which a Grantor is the Consignor), each Grantor shall join with the Secured Party in notifying the third party of the Secured Party's security interest and obtaining an acknowledgment from the third party that it is holding the Inventory and Equipment for the benefit of the Secured Party and will permit the Secured Party to have access to Equipment or Inventory for purposes of inspecting such Collateral or, following an Event of Default, to remove same from such premises if the Secured Party so elects; and with respect to any Goods subject to a Consignment for which such Grantor is the Consignor, such Grantor shall file appropriate financing statements against the Consignee and take such other action as may be necessary to ensure that such Grantor has a first priority perfected security interest in such Goods.

(c) Locations. Except for Inventory that is in transit or Equipment that is being repaired, each in the ordinary course of the applicable Grantor's business, each Grantor shall keep the Equipment, Inventory and any Documents evidencing any Inventory and Equipment in the locations specified on Schedule 3.1 unless it has notified the Secured Party in writing, by executing and delivering to the Secured Party a completed Pledge Supplement at least thirty days prior to any change in locations, identifying such new locations and providing such other information in connection therewith as the Secured Party may reasonably request.

4.5. Receivables.

(a) Records. Each Grantor shall keep and maintain at its own cost and expense satisfactory and complete records of the Receivables and records of all payments received and all credits granted on the Receivables, all merchandise returned and all other dealings therewith.

(b) Modifications, Etc. (i) Other than in the ordinary course of business, no Grantor shall amend, modify, terminate or waive any provision of any Receivable in any manner which could reasonably be expected to have a material adverse effect on the value of such Receivable; and (ii) following and during the continuation of an Event of Default, no Grantor shall (A) grant any extension or renewal of the time of payment of any Receivable, (B) compromise or settle any dispute, claim or legal proceeding with respect to any Receivable for less than the total unpaid balance thereof, (C) release, wholly or partially, any Person liable for the payment thereof, or (D) allow any credit or discount thereon.

(c) Notifications to Account Debtors. At any time following the occurrence and during the continuation of an Event of Default, the Secured Party has the right to notify, or require any Grantor to notify, any Account Debtor of the Secured Party's security interest in the Receivables and any Supporting Obligation and, in addition, the Secured Party may (i) direct the Account Debtors under any Receivables to make payment of all amounts due or to become due to such Grantor thereunder directly to the Secured Party; (ii) notify, or require any Grantor to notify, each Person maintaining a lockbox or similar arrangement to which Account Debtors under any Receivables have been directed to make payment to remit all amounts representing collections on checks and other payment items from time to time sent to or deposited in such lockbox or other arrangement directly to the Secured Party; and (iii) enforce, at the expense of such Grantor, collection of any such Receivables and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done. If the Secured Party notifies any Grantor that it has elected to collect the Receivables in

accordance with the preceding sentence, any payments of Receivables received by such Grantor shall be forthwith (and in any event within two Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Secured Party if required, in the Collateral Account maintained under the sole dominion and control of the Secured Party, and until so turned over, all amounts and proceeds (including checks and other instruments) received by such Grantor in respect of the Receivables, any Supporting Obligation or Collateral Support shall be received in trust for the benefit of the Secured Party hereunder and shall be segregated from other funds of such Grantor and such Grantor shall not adjust, settle or compromise the amount or payment of any Receivable, or release wholly or partly any Account Debtor or obligor thereof, or allow any credit or discount thereon.

4.6. Investment Related Property.

(a) Dividends, Interest and Distributions. In the event any Grantor receives any dividends, interest or distributions or Securities or other property on any Pledged Equity Interest or other Investment Related Property (collectively, the "Related Collateral"), upon the merger, consolidation, liquidation or dissolution of any issuer of any Pledged Equity Interest or Investment Related Property, then (i) such Related Collateral shall be included in the definition of Collateral without further action, and (ii) such Grantor shall immediately take all steps, if any, necessary or advisable to ensure the validity, perfection, priority and, if applicable, Control of the Secured Party over such Investment Related Property (including delivery thereof to the Secured Party) and pending any such action such Grantor shall be deemed to hold such Related Collateral in trust for the benefit of the Secured Party and shall segregate such Related Collateral from all other property of such Grantor; provided, so long as no Event of Default has occurred and is then continuing, the Secured Party authorizes such Grantor to retain all dividends and distributions on all Investment Related Property.

(b) Voting – Prior to Event of Default. So long as no Event of Default has occurred and is then continuing, each Grantor shall be entitled to exercise or refrain from exercising any and all voting and other consensual rights pertaining to the Investment Related Property or any part thereof for any purpose not inconsistent with the terms of this Agreement or the Credit Agreement.

(c) Voting – During Event of Default. Upon the occurrence and during the continuation of an Event of Default, (i) all rights of each Grantor to exercise or refrain from exercising the voting and other consensual rights which it would otherwise be entitled to exercise pursuant hereto shall cease and all such rights shall thereupon become vested in the Secured Party who shall thereupon have the sole right to exercise such voting and other consensual rights; and (ii) in order to permit the Secured Party to exercise the voting and other consensual rights which it may be entitled to exercise pursuant hereto and to receive all dividends and other distributions which it may be entitled to receive hereunder: (A) each Grantor shall promptly execute and deliver (or cause to be executed and delivered) to the Secured Party all proxies, dividend payment orders and other instruments as the Secured Party may from time to time reasonably request and (B) each Grantor acknowledges that the Secured Party may utilize the power of attorney set forth in Section 6.1.

4.7. Intellectual Property.

(a) Abandonment, Etc. No Grantor shall do any act or omit to do any act whereby any of the Intellectual Property which is material to the business of such Grantor or which is of material value may lapse, or become abandoned, dedicated to the public, or unenforceable, or which would adversely affect the validity, grant, or enforceability of the security interest granted therein; provided, a Grantor may abandon or otherwise dispose of Intellectual Property, which, in the reasonable judgment of the Borrower, is no longer economically practicable to maintain or useful in the conduct of the business of the Borrower and its Subsidiaries, taken as a whole.

(b) New Works and Licenses. If any Grantor shall create or acquire or exclusively license any Intellectual Property which is material to the business of such Grantor or otherwise of material value, then, upon delivery of the annual financial statements required by Section 5.1(c) of the Credit Agreement, such Grantor shall provide notice to Secured Party of such Intellectual Property and, if it has not already done so, apply to register such Intellectual Property with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable, and, in the case of an exclusive Copyright License, record such license, in the United States Copyright Office. Each Grantor agrees that should it obtain an ownership interest in or an exclusive license to any Intellectual Property which is not part of the Collateral as of the Closing Date, the provisions of this Agreement shall apply thereto and any such Intellectual Property shall immediately become part of the Collateral.

(c) Notice to Secured Party. Each Grantor shall promptly notify the Secured Party in writing and in reasonable detail if it knows or has reason to know that any item of Intellectual Property has or may become (i) abandoned or dedicated to the public or placed in the public domain, (ii) invalid or unenforceable, (iii) subject to any adverse determination or development (including the institution of proceedings) in any action or proceeding in the United States Patent and Trademark Office, the United States Copyright Office, any state registry, any foreign counterpart of the foregoing, or any court or other administrative body or (iv) be the subject of any reversion or termination rights, and the effect of any of the foregoing, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

4.8. Non-Assignable Contracts. Each Grantor shall, within thirty days of the Closing Date with respect to any Material Contract that is a Non-Assignable Contract (other than any Material Contract which constitutes an Account, Chattel Paper or Payment Intangible of such Grantor) in effect on the Closing Date and within thirty days after entering into any Material Contract that is a Non-Assignable Contract after the Closing Date, request in writing the consent of the counterparty or counterparties to such Non-Assignable Contract pursuant to the terms of such Non-Assignable Contract or applicable law to the assignment or granting of a security interest in such Non-Assignable Contract to the Secured Party and use its best efforts to obtain such consent as soon as practicable thereafter.

4.9. Landlord Waivers. No later than 60 days after the Closing Date or 30 days after the date that such Grantor acquires an interest in a Leasehold Property, as applicable, each Grantor shall use its commercially reasonable efforts to deliver a Landlord Waiver and Consent Agreement executed by each landlord of a Leasehold Property, in form and substance satisfactory to the Bank.

4.10. Further Assurances. Each Grantor agrees that from time to time, at the expense of such Grantor, that it shall promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Secured Party may reasonably request, in order to create and/or maintain the validity, perfection or priority of and protect any security interest granted or purported to be granted hereby or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral.

SECTION 5. ADDITIONAL GRANTORS.

Pursuant to Section 5.10 of the Credit Agreement, certain Subsidiaries of the Borrower may from time to time become parties hereto as additional Grantors by executing a Joinder Agreement. Upon delivery of any such Joinder Agreement to the Secured Party, notice of which is hereby waived by Grantors, each such Subsidiary shall be a Grantor and shall be as fully a party hereto as if such Subsidiary were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition of any other Grantor hereunder, nor by any election of the Secured Party not to cause any Subsidiary of Borrower to become a Grantor hereunder. This Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

SECTION 6. SECURED PARTY APPOINTED ATTORNEY-IN-FACT.

6.1. Power of Attorney. Each Grantor hereby irrevocably appoints the Secured Party (such appointment being coupled with an interest) as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor, the Secured Party or otherwise, from time to time in the Secured Party's discretion to take any action and to execute any instrument that the Secured Party may deem reasonably necessary or advisable to accomplish the purposes of this Agreement, including the following:

(a) to create, prepare, complete, execute, deliver, endorse, or file in the name of and on behalf of each Grantor any and all instruments, documents, applications, financing statements, and any other agreements or writings required to be obtained, executed, delivered, endorsed or entered into by each Grantor to enforce, maintain or use any Intellectual Property, to grant or issue any license to any Intellectual Property to any Person, or to sell, assign, transfer, encumber, pledge, or otherwise transfer title or create a security interest in or dispose of any Intellectual Property;

(b) to take or cause to be taken all actions necessary to perform or comply or cause performance or compliance with the terms of this Agreement, including access to pay or discharge taxes or Liens (other than Permitted Liens) levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Secured Party in its sole discretion, any such payments made by the Secured Party to become obligations of such Grantor to the Secured Party, due and payable immediately without demand; and

(c) upon the occurrence and during the continuance of any Event of Default
(i) to obtain and adjust insurance required to be maintained by such Grantor or paid to the

Secured Party pursuant to the Credit Agreement; (ii) to ask for, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral, and to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection therewith; (iii) to file any claims or take any action or institute any proceedings that the Secured Party may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Secured Party with respect to any of the Collateral; and (iv) generally to sell, transfer, lease, license, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Secured Party were the absolute owner thereof for all purposes, and to do, at the Secured Party's option and such Grantor's expense, at any time or from time to time, all acts and things that the Secured Party deems reasonably necessary to protect, preserve or realize upon the Collateral and Secured Party's security interest therein in order to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

6.2. **No Duty.** The powers conferred on the Secured Party pursuant to Section 6.1 are solely to protect its interest in the Collateral and shall not impose any duty upon the Secured Party to exercise any such powers. The Secured Party shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

SECTION 7. REMEDIES.

7.1. **Rights and Remedies.**

(a) **Generally.** If any Event of Default has occurred and is then continuing, the Secured Party may exercise in respect of the Collateral, in addition to all other rights and remedies provided for herein or otherwise available to it at law or in equity, all the rights and remedies of the Secured Party upon default under the UCC (regardless of whether the UCC applies to the affected Collateral) to collect, enforce or satisfy any Secured Obligations then owing, whether by acceleration or otherwise, and also may pursue any of the following separately, successively or simultaneously in accordance with applicable law: (i) require any Grantor to, and each Grantor hereby agrees that it shall at its expense and promptly upon request of the Secured Party forthwith, assemble all or part of the Collateral as directed by the Secured Party and make it available to the Secured Party at a place to be designated by the Secured Party that is reasonably convenient to both parties; (ii) enter onto the property where any Collateral is located and take possession thereof with or without judicial process; (iii) prior to the disposition of the Collateral, store, process, repair or recondition the Collateral or otherwise prepare the Collateral for disposition in any manner to the extent the Secured Party deems appropriate; and (iv) without notice except as specified below or under the UCC, sell, assign, lease, license (on an exclusive or nonexclusive basis) or otherwise dispose of the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Secured Party's offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as the Secured Party may deem commercially reasonable.

(b) **Public and Private Sales.** The Secured Party may be the purchaser of any or all of the Collateral at any public or private (to the extent to the portion of the Collateral being

privately sold is of a kind that is customarily sold on a recognized market or the subject of widely distributed standard price quotations) sale in accordance with the UCC and the Secured Party shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such sale made in accordance with the UCC, to use and apply any of the Secured Obligations as a credit on account of the purchase price for any Collateral payable by the Secured Party at such sale. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten days notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor; and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Grantor agrees that it would not be commercially unreasonable for the Secured Party to dispose of the Collateral or any portion thereof by using Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets. Each Grantor hereby waives any claims against the Secured Party arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if the Secured Party accepts the first offer received and does not offer such Collateral to more than one offeree. If Secured Party sells any of the Collateral upon credit, Grantor will be credited only with payments actually made by purchaser and received by Secured Party and applied to indebtedness of the purchaser. In the event the purchaser fails to pay for the Collateral, Secured Party may resell the Collateral and Grantor shall be credited with proceeds of the sale. The Secured Party may sell the Collateral without giving any warranties as to the Collateral. The Secured Party may specifically disclaim or modify any warranties of title or the like, and such disclaimer shall not be considered to adversely affect the commercial reasonableness of any sale of the Collateral. If the proceeds of any sale or other disposition of the Collateral are insufficient to pay all the Secured Obligations, Grantors shall be liable for the deficiency and the fees of any attorneys employed by the Secured Party to collect such deficiency.

7.2. **Cash Proceeds.** If any Event of Default has occurred and is then continuing, in addition to the rights of the Secured Party specified in Section 4.5 with respect to payments of Receivables, (a) all proceeds of any Collateral received by any Grantor consisting of cash, checks and other near-cash items (collectively, "**Cash Proceeds**") shall be held by such Grantor in trust for the Secured Party, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, be turned over to the Secured Party in the exact form received by such Grantor (duly indorsed by such Grantor to the Secured Party, if required) and held by the Secured Party in the Collateral Account; and (b) any Cash Proceeds received by the Secured Party (whether from a Grantor or otherwise) may, in the sole discretion of the Secured Party, (i) be held by the Secured Party as collateral security for the Secured Obligations (whether matured or unmatured) and/or (ii) then or at any time thereafter may be applied by the Secured Party against the Secured Obligations then due and owing.

7.3. **Deposit Accounts.** If any Event of Default has occurred and is then continuing, the Secured Party may apply the balance from any Deposit Account or instruct the bank at which any Deposit Account is maintained to pay the balance of any Deposit Account to or for the benefit of the Secured Party.

7.4. **Investment Related Property.** Each Grantor recognizes that, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws, the Secured Party may be compelled, with respect to any sale of all or any part of the Investment Related Property conducted without prior registration or qualification of such Investment Related Property under the Securities Act and/or such state securities laws, to limit purchasers to those who will agree, among other things, to acquire the Investment Related Property for their own account, for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges that any such private sale may be at prices and on terms less favorable than those obtainable through a public sale without such restrictions (including a public offering made pursuant to a registration statement under the Securities Act) and, notwithstanding such circumstances, each Grantor agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner and that the Secured Party has no obligation to engage in public sales and no obligation to delay the sale of any Investment Related Property for the period of time necessary to permit the issuer thereof to register it for a form of public sale requiring registration under the Securities Act or under applicable state securities laws, even if such issuer would, or should, agree to so register it. If the Secured Party determines to exercise its right to sell any or all of the Investment Related Property, upon written request, each Grantor shall and shall cause each issuer of any Pledged Stock to be sold hereunder, each partnership and each limited liability company from time to time to furnish to the Secured Party all such information as the Secured Party may request in order to determine the number and nature of interest, shares or other instruments included in the Investment Related Property which may be sold by the Secured Party in exempt transactions under the Securities Act and the rules and regulations of the Securities and Exchange Commission thereunder, as the same are from time to time in effect.

7.5. **Intellectual Property.**

(a) **Rights and Remedies of Secured Party.** Anything contained herein to the contrary notwithstanding, in addition to the other rights and remedies provided herein, upon the occurrence and during the continuation of an Event of Default: (i) the Secured Party has the right (but not the obligation) to bring suit or otherwise commence any action or proceeding in the name of any Grantor, the Secured Party or otherwise, in the Secured Party's sole discretion, to enforce or maintain any of such Grantor's Intellectual Property, in which event such Grantor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all documents required by the Secured Party in aid of such enforcement and such Grantor shall promptly, upon demand, reimburse and indemnify the Secured Party as provided in the Credit Agreement in connection with the exercise of its rights under this Section, and, to the extent that the Secured Party shall elect not to bring suit to enforce any Intellectual Property as provided in this Section, each Grantor agrees to, consistent with its reasonable business judgment, use all reasonable measures, whether by action, suit, proceeding or otherwise, to prevent the infringement or other violation of any of such Grantor's rights in the Intellectual Property by others and for that purpose agrees to diligently maintain any action, suit or proceeding against any Person so infringing as shall be necessary to prevent such infringement or violation; (ii)

upon Secured Party's request, each Grantor shall grant, assign, convey or otherwise transfer to the Secured Party or such Secured Party's designee all of such Grantor's right, title and interest in and to the Intellectual Property and shall execute and deliver to the Secured Party such documents as are necessary or appropriate to carry out the intent and purposes of this Agreement; (iii) Secured Party and each Grantor agrees that each such assignment and/or recording set forth in subsection (ii) herein shall be applied to reduce the Secured Obligations outstanding; (iv) within five Business Days after written notice from the Secured Party, each Grantor shall use commercially reasonable efforts to make available to the Secured Party, to the extent within such Grantor's power and authority under applicable law and contracts, such personnel in such Grantor's employ as may be necessary to permit such Grantor to continue, directly or indirectly, to produce, advertise and sell, or have done so on its behalf, the products and services made, used, sold, offered for sale, distributed or delivered by such Grantor under or in connection with the Intellectual Property, such persons to be available to perform their prior functions on the Secured Party's behalf and to be compensated by the Secured Party at such Grantor's expense on a per diem, pro-rata basis consistent with the salary and benefit structure applicable to each as of the date of such Event of Default; and (v) the Secured Party has the right to notify, or require each Grantor to notify, any obligors with respect to amounts due or to become due to such Grantor in respect of such Grantor's Intellectual Property, of the existence of the security interest created herein, to direct such obligors to make payment of all such amounts directly to the Secured Party, and, upon such notification and at the expense of such Grantor, to enforce collection of any such amounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done; provided, (A) all amounts and proceeds (including checks and other instruments) received by a Grantor in respect of amounts due to such Grantor in respect of its Intellectual Property or any portion thereof shall be received in trust for the benefit of the Secured Party hereunder, shall be segregated from other funds of such Grantor and, upon the Secured Party's instruction, shall be forthwith paid over or delivered to the Secured Party in the same form as so received (with any necessary endorsement) to be held as cash Collateral and applied as provided by Section 7.7; and (B) each Grantor shall not adjust, settle or compromise the amount or payment of any such amount or release wholly or partly any obligor with respect thereto or allow any credit or discount thereon.

(b) Non-Exclusive License. If needed and for the purpose of enabling the Secured Party, during the continuance of an Event of Default, to exercise rights and remedies under this Section 7 at such time as the Secured Party shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, each Grantor hereby grants to the Secured Party, to the extent assignable, an irrevocable, non-exclusive license to use, assign, license or sublicense any of the Intellectual Property now owned or hereafter acquired by such Grantor, wherever the same may be located. Such license shall include access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the maintenance, compilation or printout thereof.

(c) Reassignment to Grantor. If (i) an Event of Default has occurred and, by reason of cure, waiver, modification, amendment or otherwise, no longer be continuing, (ii) no other Event of Default has occurred and be continuing, (iii) an assignment or other transfer to the Secured Party of any rights, title and interests in and to the Intellectual Property has been previously made and has become absolute and effective, and (iv) the Secured Obligations shall

not have become immediately due and payable, upon the written request of any Grantor, the Secured Party shall promptly execute and deliver to such Grantor, at such Grantor's sole cost and expense, such assignments or other transfer as may be necessary to reassign to such Grantor any such rights, title and interests as may have been assigned to the Secured Party as aforesaid, subject to any disposition thereof that may have been made by the Secured Party; provided, after giving effect to such reassignment, the Secured Party's security interest granted pursuant hereto, as well as all other rights and remedies of the Secured Party granted hereunder, shall continue to be in full force and effect; provided further, the rights, title and interests so reassigned shall be free and clear of any other Liens granted by or on behalf of the Secured Party.

7.6. **Marshalling.** The Secured Party shall not be under any obligation to marshal any assets in favor of any Grantor or any other Person or against or in payment of any or all of the Secured Obligations.

7.7. **Application of Proceeds.** If the Secured Obligations shall have been accelerated pursuant to Section 7.2 of the Credit Agreement, all payments and proceeds received by the Secured Party hereunder in respect of any of the Secured Obligations shall be applied in accordance with Section 7.3 of the Credit Agreement.

7.8. **Specific Performance.** Each Grantor further agrees that a breach of any of the covenants contained in this Section 7 will cause irreparable injury to the Secured Party, that the Secured Party has no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 7 shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no default has occurred giving rise to the Secured Obligations becoming due and payable prior to their stated maturities; provided, nothing in this Section 7.8 shall in any way limit the rights of the Secured Party under this Agreement or under any other Credit Document.

SECTION 8. TERMINATION AND RELEASE.

Upon the payment in full of all Secured Obligations (other than any Remaining Obligations) and the cancellation or termination of the Commitment, the security interest granted hereby shall automatically terminate hereunder and of record and all rights to the Collateral shall revert to Grantors. Upon any such termination the Secured Party shall, at Grantors' expense, execute and deliver to Grantors or otherwise authorize the filing of such documents as Grantors shall reasonably request, including financing statement amendments to evidence such termination. Upon any disposition of property permitted by the Credit Agreement, the Liens granted herein shall be deemed to be automatically released and such property shall automatically revert to the applicable Grantor with no further action on the part of any Person. The Secured Party shall, at Grantor's expense, execute and deliver or otherwise authorize the filing of such documents as Grantors shall reasonably request, in form and substance reasonably satisfactory to the Secured Party, including financing statement amendments to evidence such release.

SECTION 9. MISCELLANEOUS.

9.1. **Notices.** All notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile (a) if to the Secured Party, to it at its address (or facsimile number) set forth on Appendix A to the Credit Agreement and (b) if to any Grantor, to it at the Borrower's address (or facsimile number) set forth on Appendix A to the Credit Agreement. Notices sent by hand or overnight courier service or mailed by certified or registered mail shall be deemed to have been given when received; notices sent by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient).

9.2. **Expenses.** Each Grantor agrees to pay promptly all costs and expenses of the Secured Party as set forth in Section 8.2 of the Credit Agreement, as if such Grantor were the "Borrower" thereunder.

9.3. **Indemnity.** Each Grantor agrees to indemnify the Secured Party as set forth in Section 8.3 of the Credit Agreement, as if such Grantor were the "Borrower" thereunder.

9.4. **Amendments and Waivers.** Any amendment, modification, termination or waiver of this Agreement shall be effective only if made in accordance with Section 8.5 of the Credit Agreement.

9.5. **Successors and Assigns.** This Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and the successors and assigns of the Secured Party. No Grantor's rights or obligations hereunder nor any interest therein may be assigned or delegated by such Grantor without the prior written consent of the Secured Party. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby and, to the extent expressly contemplated by the Credit Agreement, Affiliates of the Bank) any legal or equitable right, remedy or claim under or by reason of this Agreement.

9.6. **Independence of Covenants.** All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or would otherwise be within the limitations of, another covenant shall not avoid the occurrence of a Default or an Event of Default if such action is taken or condition exists.

9.7. **Survival of Representations, Warranties and Agreements.** All representations, warranties and agreements made herein shall survive the execution and delivery hereof and the making of any Credit Extension.

9.8. **No Waiver; Remedies Cumulative.** No failure or delay on the part of the Secured Party in the exercise of any power, right or privilege hereunder or under any other Credit Document shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power,

right or privilege preclude other or further exercise thereof or of any other power, right or privilege. The rights, powers and remedies given to the Secured Party hereby are cumulative and shall be in addition to and independent of all rights, powers and remedies existing by virtue of any statute or rule of law or in any of the other Credit Documents. Any forbearance or failure to exercise, and any delay in exercising, any right, power or remedy hereunder shall not impair any such right, power or remedy or be construed to be a waiver thereof, nor shall it preclude the further exercise of any such right, power or remedy.

9.9. Severability. In case any provision in or obligation hereunder shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

9.10. Headings. Section headings herein are included herein for convenience of reference only and shall not constitute a part hereof for any other purpose or be given any substantive effect.

9.11. Applicable Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of California.

9.12. Consent to Jurisdiction. Each Grantor irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against the Secured Party or any Related Party thereof in any way relating to this Agreement or the transactions relating hereto, in any forum other than the courts of the State of California sitting in Los Angeles County, and of the United States District Court for the Central District of California, and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding may be heard and determined in such California State court or, to the fullest extent permitted by applicable law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action, litigation 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 the Secured Party 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. Each Grantor irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement in any court referred to herein. Each of the parties hereto hereby 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. Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 9.1. Nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by applicable law.

9.13. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY 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 OR RELATING TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER CREDIT DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

9.14. **Judicial Reference.** The parties hereto prefer that any legal proceeding directly or indirectly arising out of or relating to this Agreement or the transactions contemplated (whether based on contract, tort or any other theory) be resolved in litigation subject to the jury-trial waiver set forth in Section 9.13. If, however, a pre-dispute jury-trial waiver of the type provided for in that section is unenforceable in a court of the State of California at the time of any such proceeding, then (a) the court shall, and is hereby directed by the parties to, make a general reference pursuant to California Code of Civil Procedure Section 638 to a single referee (who shall be an active or retired judge) to hear and determine all of the issues in such proceeding (whether of fact or law) and to report a statement of decision; provided, however, that, at the option of any party to such proceeding, any issues pertaining to a "provisional remedy" as defined in California Code of Civil Procedure Section 1281.8 shall be heard and determined by the court, and (b) without limiting the generality of Section 9.2, the Borrower shall be solely responsible to pay all fees and expenses of any referee appointed in such proceeding.

9.15. **Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

9.16. **No Strict Construction.** The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Secured Party have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

SCOOP MANAGEMENT LLC,
as a Grantor

By: 

Name: Robert P. Bermingham
Title: Vice President

SCOOP BEACH LLC
SCOOP BHS LLC
SCOOP BUCKHEAD LLC
SCOOP BOSTON LLC
SCOOP CHICAGO LLC
SCOOP CT LLC
SCOOP DALLAS, LLC
SCOOP EAST LLC
SCOOP LAS VEGAS LLC
SCOOP LI LLC
SCOOP SHORE CLUB LLC
SCOOP SOHO LLC
SCOOP STORES BEVERLY, LLC
SCOOP STORES CA, LLC
SCOOP UNION SQUARE SF LLC
SCOOP WEB LLC
SCOOP WFC LLC
SCOOP 14 LLC, each as a Grantor

By: **SCOOP MANAGEMENT LLC, as sole member**

By: 

Name: Robert P. Bermingham
Title: Vice President

430 W. 14 REALTY JV, LLC, as a Grantor

By: SCOOP MANAGEMENT LLC, as managing
member

By: 

Name: Robert P. Berningham


Title: Vice President

Pledge and Security Agreement

TRADEMARK
REEL: 005971 FRAME: 0645

ACKNOWLEDGED AND ACCEPTED,
as of the date first written above:

ONEWEST BANK N.A.,
as Secured Party

By: 
Name: John Farrace
Title: Executive Vice President

SCHEDULE 3.1
TO PLEDGE AND SECURITY AGREEMENT

GENERAL INFORMATION AND STATUS

(a) Grantor Information

- (i) Full legal name, type of organization, jurisdiction or organization and organizational identification number, if any:

Full Legal Name	Type of Organization	Jurisdiction of Organization	Organizational ID No.
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Full Legal Name	Type of Organization	Jurisdiction of Organization	Organizational ID No.
Scoop Management LLC	LLC	Delaware	75-3205679
Scoop Web LLC	LLC	New York	59-3829688
Scoop Soho LLC	LLC	New York	57-1230677
Scoop Beach LLC	LLC	New York	76-0812078
Scoop LI LLC	LLC	New York	76-0812086
Scoop Shore Club LLC	LLC	Florida	76-0812084
Scoop I4 LLC	LLC	New York	59-3829690
Scoop CT LLC	LLC	Connecticut	59-3829692
Scoop Las Vegas LLC	LLC	Nevada	76-0812081
Scoop Chicago LLC	LLC	Illinois	76-0812082
Scoop Dallas, LLC	LLC	Texas	74-3170498
Scoop East LLC	LLC	New York	59-3829691
Scoop Boston LLC	LLC	Massachusetts	46-5308590
Scoop Stores CA, LLC	LLC	California	45-4182172
Scoop Stores Beverly, LLC	LLC	California	45-5484022
Scoop Union Square SF LLC	LLC	California	46-2440767
Scoop BHS LLC	LLC	Florida	46-2404864
Scoop WFC LLC	LLC	New York	45-4764248
Scoop Buckhead LLC	LLC	Georgia	None
430 W. 14 Realty JV, LLC	LLC	Delaware	45-4040986

(ii) Other names (including trade names or fictitious business name) under which each Grantor currently conducts business, if any:

Grantor	Other Names (including trade names or fictitious business name)

Grantor	Other Names (including trade names or fictitious business name)
Scoop Management LLC	Scoop NYC
Scoop Web LLC	Scoop NYC
Scoop Soho LLC	Scoop NYC
Scoop Beach LLC	Scoop NYC, Scoop Beach
Scoop LI LLC	Scoop NYC
Scoop Shore Club LLC	Scoop NYC
Scoop 14 LLC	Scoop NYC, Scoop Men, Scoop Street
Scoop CT LLC	Scoop NYC
Scoop Las Vegas LLC	Scoop NYC
Scoop Chicago LLC	Scoop NYC
Scoop Dallas, LLC	Scoop NYC
Scoop East LLC	Scoop NYC, Scoop Men
Scoop Boston LLC	Scoop NYC
Scoop Stores CA, LLC	Scoop NYC
Scoop Stores Beverly, LLC	Scoop NYC
Scoop Union Square SF LLC	Scoop NYC
Scoop BHS LLC	Scoop NYC
Scoop WFC LLC	Scoop NYC
Scoop Buckhead LLC	Scoop NYC
430 W. 14 Realty JV, LLC	Scoop NYC

(iii) Chief executive office or the sole place of business of each Grantor (or if such Grantor is a natural person, then the principal residence):

Grantor	Chief Executive Office or the Sole Place of Business
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Grantor	Chief Executive Office or the Sole Place of Business
Scoop Management LLC	275 Seventh Ave, 28 th Fl, New York, NY 10001
Scoop Web LLC	275 Seventh Ave, 28 th Fl, New York, NY 10001
Scoop Soho LLC	473 - 475 Broadway, New York, NY 10013
Scoop Beach LLC	51 Newtown Lane, East Hampton, NY 11937
Scoop LI LLC	260 Wheatley Plaza, Greenvale, NY 11548
Scoop Shore Club LLC	Shore Club Hotel, 1901 Collins Avenue, Miami Beach, FL 33139
Scoop 14 LLC	873 Washington Street New York, NY 10014
Scoop CT LLC	283 Greenwich Avenue Greenwich, CT 06830
Scoop Las Vegas LLC	The Forum Shops at Caesars 3500 Las Vegas Blvd. South Las Vegas, Nevada 89109
Scoop Chicago LLC	1009 N. Rush Street, Chicago, IL 60611
Scoop Dallas, LLC	44 Highland Park Village Dallas, TX 75205
Scoop East LLC	1275 - 1277 Third Avenue, New York, NY 10021
Scoop Boston LLC	177 Newbury Street, Boston, MA 02116
Scoop Stores CA, LLC	216 26th Street Santa Monica, CA 90402
Scoop Stores Beverly, LLC	265 N. Beverly Drive, Beverly Hills, CA 90210
Scoop Union Square SF LLC	21 Grant Avenue, San Francisco, CA 94108
Scoop BHS LLC	Bal Harbour Shops, Store #269, 9700 Collins Avenue, Bal Harbour, FL 33154
Scoop WFC LLC	275 Seventh Ave, 28 th Fl, New York, NY 10001
Scoop Buckhead LLC	275 Seventh Ave, 28 th Fl, New York, NY 10001
430 W. 14 Realty JV, LLC	275 Seventh Ave, 28 th Fl, New York, NY 10001

- (b) Changes in name, jurisdiction of organization, chief executive office or sole place of business (or principal residence if such Grantor is a natural person) and its corporate structure:

Grantor	Date of Change	Description of Change
Scoop East LLC	Dec 31, 2005	Scoop East, Inc. merged with Scoop East Merger LLC
Scoop East LLC	Jan 5, 2006	Scoop East Merger LLC changed its name to Scoop East

Grantor	Date of Change	Description of Change
		LLC
Scoop Beach LLC	Dec 31, 2005	Scoop Beach, Inc. merged with Scoop Beach Merger LLC
Scoop Beach LLC	Jan 5, 2006	Scoop Beach Merger LLC changed its name to Scoop Beach LLC
Scoop 14 LLC	Dec 31, 2005	Scoop 14, Inc. merged with Scoop 14 Merger LLC
Scoop 14 LLC	Jan 5, 2006	Scoop 14 Merger LLC changed its name to Scoop 14 LLC
Scoop Shore Club LLC	Dec 27, 2005	Scoop Shore Club, Inc. merged with Scoop Shore Club Merger LLC
Scoop Shore Club LLC	Jan 5, 2006	Scoop Shore Club Merger LLC changed its name to Scoop Shore Club LLC
Scoop CT LLC	Dec 31, 2005	Scoop CT, Inc. merged with Scoop CT Merger LLC
Scoop CT LLC	Jan 4, 2006	Scoop CT Merger LLC changed its name to Scoop CT LLC
Scoop Web LLC	Dec 31, 2005	Scoop Web, Inc. merged with Scoop Web Merger LLC
Scoop Web LLC	Jan 5, 2006	Scoop Web Merger LLC changed its name to Scoop Web LLC
Scoop Soho LLC	Dec 31, 2005	Yoni Inc. merged with Yoni Merger LLC
Scoop Soho LLC	Jan 10, 2006	Yoni Merger LLC changed its name to Scoop Soho LLC
Scoop Las Vegas LLC	Dec 31, 2005	Scoop Las Vegas, Inc. merged with Scoop Las Vegas Merger LLC
Scoop Las Vegas LLC	Jan 4, 2006	Scoop Las Vegas Merger LLC changed its name to Scoop Las Vegas LLC
Scoop LI LLC	Dec 31, 2005	Scoop LI, Inc. merged with Scoop LI Merger LLC
Scoop LI LLC	Jan 5, 2006	Scoop LI Merger LLC changed its name to Scoop LI LLC
Scoop WFC LLC	May 2, 2012	Scoop 17 Street LLC changed its name to Scoop Wooster LLC
Scoop WFC LLC	Sept 11, 2012	Scoop Wooster LLC changed its name to Scoop WFC LLC

(c) All locations where such Grantor owns or leases any real property, including all locations where such Grantor keeps any Inventory and Equipment included in the Collateral and maintains any books or records relating to any of the Collateral:

Grantor	Address	County	Record Owner of Property	Collateral Located at the Property ¹

¹ Describe Collateral located at the property as "Equipment", "Inventory" or "Books & Records".

Grantor	Address	County	Record Owner of Property	Collateral Located at the Property ¹
Scoop Management LLC	275 Seventh Ave, 28 th Fl, New York, NY 10001	New York	275 Seventh Ave LLC	Books and records
Scoop Web LLC	25 E Union Ave, East Rutherford, NJ 07073	Bergen	275 Seventh Ave LLC	Inventory
Scoop Soho LLC	473 - 475 Broadway, New York, NY 10013	New York	473-475 Broadway Realty, LLC	Inventory
Scoop Beach LLC	51 Newtown Lane, East Hampton, NY 11937	Suffolk	51 Newton Lane LLC	Inventory
Scoop LI LLC	260 Wheatley Plaza, Greenvale, NY 11548	Nassau	Wheatley Plaza Associates	Inventory
Scoop Shore Club LLC	Shore Club Hotel, 1901 Collins Avenue, Miami Beach, FL 33139	Dade	Phillips South Beach, LLC	Inventory
Scoop 14 LLC	873 Washington Street New York, NY 10014	New York	430 W. 14 Realty LLC	Inventory
Scoop CT LLC	283 Greenwich Avenue Greenwich, CT 06830	Fairfield	283 Greenwich Avenue Co. LLC	Inventory
Scoop Las Vegas LLC	The Forum Shops at Caesars 3500 Las Vegas Blvd. South Las Vegas, Nevada 89109	Clark	Forum Shops LLC	Inventory
Scoop Chicago LLC	1009 N. Rush Street, Chicago, IL 60611	Cook	1011 North Rush LLC	Inventory
Scoop Chicago LLC	1702 Milwaukee Ave, Chicago IL 60647	Cook	L/I Investment Partnership L.P.	None
Scoop Dallas, LLC	44 Highland Park Village Dallas, TX 75205	Dallas	Highland Village Partners L.P.	Inventory
Scoop East LLC	1275 - 1277 Third Avenue, New York, NY 10021	New York	Lloyd Goldman, Dorian Goldman, Katza Goldman & the Estate of Irving Goldman. AND Jay Realty AND 1277 Realty Co LLC	Inventory
Scoop Boston LLC	177 Newbury Street, Boston, MA 02116	Suffolk	Jamestown 177 Newbury Street Limited Partnership	Inventory

Grantor	Address	County	Record Owner of Property	Collateral Located at the Property ¹
Scoop Stores CA, LLC	216 26th Street Santa Monica, CA 90402	Los Angeles	Auerbach San Vicente Limited Partnership	Inventory
Scoop Stores Beverly, LLC	265 N. Beverly Drive, Beverly Hills, CA 90210	Los Angeles	Beverly Wilshire Owner L.P.	Inventory
Scoop Union Square SF LLC	21 Grant Avenue, San Francisco, CA 94108	San Francisco	23 Grant Avenue, LLC	Inventory
Scoop BHS LLC	Bal Harbour Shops, Store #269, 9700 Collins Avenue, Bal Harbour, FL 33154	Dade	Bal Harbour Shops LLLP	Inventory
Scoop WFC LLC	Store 110, Ground Floor, Four World Financial Center, New York, NY 10281	New York	WFP Retail Co. L.P.	None
Scoop Buckhead LLC	262 Buckhead Ave, Suite C-308, Atlanta, GA 30305	New York	OMB Buckhead Lender LLC	None
430 W. 14 Realty JV, LLC	275 Seventh Ave, 28 th Fl, New York, NY 10001	New York	275 Seventh Ave LLC	Books and records

(d) Agreements pursuant to which any Grantor is bound as a debtor within past five years:

Grantor	Description of Agreement
Scoop Management LLC	Note in favor of Yucaipa American Alliance Fund I, L.P., Yucaipa Scoop Parallel LLP and Yucaipa Scoop LLC. Secured Promissory Note dated August 26, 2009 Amended Secured Promissory Note dated Dec 1, 2009 Second Amendment to Amended Secured Promissory Note dated July 12, 2010 Third Amendment to Amended Secured Promissory Note dated Sept 30, 2011 Fourth Amendment to Amended Secured Promissory Note dated Jan 1, 2013 Fifth Amendment to Amended Secured Promissory Note dated April 28, 2014
Scoop Management LLC	Note in favor of Yucaipa American Alliance Fund I, L.P., Yucaipa Scoop Parallel LLP and Yucaipa Scoop LLC. Promissory Note dated June 9, 2009

Grantor	Description of Agreement
	First Amendment to Promissory dated Jan 1, 2013 Second Amendment to Amended Secured Promissory Note dated April 28, 2014
Scoop Management LLC	Note in favor of Uzi Ben Abraham Promissory Note dated June 8, 2009 Amendment No. 1 to Promissory dated Jan 1, 2013 Amendment No. 2 to Promissory dated May , 2014

SCHEDULE 3.2
TO PLEDGE AND SECURITY AGREEMENT

COLLATERAL IDENTIFICATION

(a) Collateral Identification

(i) Deposit Accounts

Grantor	Name & Address of Depository Bank	Type of Account	Account No.
Scoop Management LLC	Israel Discount Bank of New York 511 Fifth Avenue NY, NY 10017	Checking	03-42852
Scoop Management LLC	Bank of America 589 Broadway New York, NY 10012	Checking	483004488038
Scoop Management LLC	Bank of America 1066 Lexington Avenue New York, NY 10021	Checking	483003204653
Scoop Management LLC	Bank of America 1066 Lexington Avenue New York, NY 10021	Checking	483003204653
Scoop Management LLC	Bank of America 1066 Lexington Avenue New York, NY 10021	Checking	483003204653
Scoop Management LLC	Bank of America 14 Newtown Lane East Hampton, NY 11937	Checking	483003204666
Scoop Management LLC	Bank of America 1 Old Westbury Rd Roslyn Heights, NY 11577	Checking	483003203654
Scoop Management LLC	Bank of America 401 Lincoln Rd Miami Beach, FL 33139	Checking	483004488041

Grantor	Name & Address of Depository Bank	Type of Account	Account No.
Scoop Management LLC	Bank of America 116 5th Ave New York, NY 10011	Checking	004834457524
Scoop Management LLC	Bank of America 116 5th Ave New York, NY 10011	Checking	004834457524
Scoop Management LLC	Bank of America 116 5th Ave New York, NY 10011	Checking	004834457524
Scoop Management LLC	Bank of America 240 Greenwich Ave Greenwich, CT 06830	Checking	483004487932
Scoop Management LLC	Bank of America 4080 Spring Mountain Rd Las Vegas, NV 89109	Checking	483004488009
Scoop Management LLC	Bank of America 2163 North Clybourn Ave Chicago, IL 60647	Checking	483004488054
Scoop Management LLC	Bank of America 5500 Preston Rd Dallas, TX 75205	Checking	004834466612
Scoop Management LLC	940 North Michigan Ave Chicago, IL 60611	Checking	483039100750
Scoop Management LLC	Bank of America Exeter Plaza 699 Boylston Street Boston, MA 02116	Checking	483039095771

Grantor	Name & Address of Depository Bank	Type of Account	Account No.
Scoop Management LLC	Bank of America 287 26th street Santa Monica, CA 90402	Checking	483043520892
Scoop Management LLC	Bank of America 9454 Wilshire Blvd, Beverly Hills, CA 90212	Checking	483043538253
Scoop Management LLC	Bank of America 1108 Kane Concourse Bay Harbour Islands, FL 33154	Checking	483043554208
Scoop Management LLC	Bank of America 1 Powell Street San Francisco, CA 94102	Checking	483043554237

(ii) Pledged Equity Interests

Grantor	Issuer	Type of Organization	No. of Shares / Units Owned	Total Shares/Units Outstanding	% of Grantor's Interest Pledged	Certificate No. (if uncertificated, please indicate so)	Par Value
Scoop Management LLC	Scoop Web LLC	LLC	100	100	100	Uncertificated	N/A
Scoop Management LLC	Scoop Soho LLC	LLC	100	100	100	Uncertificated	N/A
Scoop Management LLC	Scoop Beach LLC	LLC	100	100	100	Uncertificated	N/A
Scoop Management LLC	Scoop LI LLC	LLC	100	100	100	Uncertificated	N/A
Scoop Management LLC	Scoop Shore Club LLC	LLC	100	100	100	Uncertificated	N/A
Scoop	Scoop 14	LLC	100	100	100	Uncertificated	N/A

Grantor	Issuer	Type of Organization	No. of Shares / Units Owned	Total Shares/Units Outstanding	% of Grantor's Interest Pledged	Certificate No. (if uncertificated, please indicate so)	Par Value
Management LLC	LLC						
Scoop Management LLC	Scoop CT LLC	LLC	100	100	100	Uncertificated	N/A
Scoop Management LLC	Scoop Las Vegas LLC	LLC	100	100	100	Uncertificated	N/A
Scoop Management LLC	Scoop Chicago LLC	LLC	100	100	100	Uncertificated	N/A
Scoop Management LLC	Scoop Dallas, LLC	LLC	100	100	100	Uncertificated	N/A
Scoop Management LLC	Scoop East LLC	LLC	100	100	100	Uncertificated	N/A
Scoop Management LLC	Scoop Boston LLC	LLC	100	100	100	Uncertificated	N/A
Scoop Management LLC	Scoop Stores CA, LLC	LLC	100	100	100	Uncertificated	N/A
Scoop Management LLC	Scoop Stores Beverly, LLC	LLC	100	100	100	Uncertificated	N/A
Scoop Management LLC	Scoop Union Square SF LLC	LLC	100	100	100	Uncertificated	N/A
Scoop Management LLC	Scoop BHS LLC	LLC	100	100	100	Uncertificated	N/A
Scoop Management LLC	Scoop WFC LLC	LLC	100	100	100	Uncertificated	N/A
Scoop Management LLC	Scoop Buckhead LLC	LLC	100	100	100	Uncertificated	N/A

Grantor	Issuer	Type of Organization	No. of Shares / Units Owned	Total Shares/Units Outstanding	% of Grantor's Interest Pledged	Certificate No. (if uncertificated, please indicate so)	Par Value
Scoop Management LLC	430 W. 14 Realty JV, LLC	LLC	N/A	N/A	100	Uncertificated	N/A

(iii) Pledged Debt

Grantor	Issuer	Issue Date	Maturity Date	Original Principal Amount	Outstanding Principal Balance
Scoop Management LLC	House of Z, LLC	Jan 1, 2014	Dec 31, 2014	\$1,320,000	\$1,320,000

(iv) Securities Accounts: None

Grantor	Name & Address of Securities Intermediary	Type of Account	Account No.
None			

(v) Commodity Contracts and Commodity Accounts: None

Grantor	Description of Commodity Contracts
None	

Grantor	Name & Address of Commodities Intermediary	Type of Account	Account No.
None			

(vi) United States and foreign registrations of and applications for Patents, Trademarks, and Copyrights

Grantor	Patents	Issue Date	Status	Patent No.
None				

Grantor	Trademarks	Filing Date	Status	Serial No.
Domestic				
Scoop Management LLC	Scoop Shore Club	10/8/1999	Registered	75/816,899
Scoop Management LLC	Scoop It Up	4/26/2000	Registered	76/033,979
Scoop Management LLC	Scoop It Up	4/26/2000	Registered	76/033,980
Scoop Management LLC	Scoop Beach	10/8/1999	Registered	75/816,896
Scoop Management LLC	Scoop Street	10/8/1999	Registered	75/816,895
Scoop Management LLC	Scoop NYC	10/8/1999	Registered	75/816,898
Scoop Management LLC	Scoop	3/24/1993	Registered	74/370,761
Scoop Management LLC	Scoop plus Design	4/8/2002	Registered	76/393630
Scoop Management LLC	Scoop NYC plus Logo	11/12/2002	Registered	76/469,687
Scoop Management LLC	Scoop plus Design	11/12/2002	Registered	76/469,686
Scoop Management LLC	The Ultimate Closet plus Design	12/30/2003	Registered	76/567,590
Scoop Management LLC	SCOOP VEGAS	12/31/2003	Registered	78/346,944
Scoop Management LLC	The Ultimate Closet	1/27/2004	Registered	76/572,546
Scoop Management LLC	Scoop Plus Design	1/20/2004	Registered	76/571,166
Scoop Management LLC	SCOOP KIDS plus logo	9/22/2004	Registered	76/613,281
Scoop Management LLC	SCOOP KIDS plus logo	1/23/2006	Registered	78/797,336
Scoop Management LLC	S.C.P.	6/7/2006	Registered	78/902,836
Scoop Management	S.C.P. #96	7/31/2006	Registered	78/941,077

Grantor	Trademarks	Filing Date	Status	Serial No.
LLC				
Scoop Management LLC	S.C.P.	9/29/2006	Registered	77/011,023
Scoop Management LLC	Scoop Beach plus Design	8/17/2007	Registered	77/258,340
Scoop Management LLC	Scoop NYC plus Design	12/27/2007	Registered	77/360,276
Scoop Management LLC	What's The Scoop plus Design	1/2/2008	Registered	77/362,355
Scoop Management LLC	S.C.P.	7/29/2011	Pending	85/384,577
Scoop Management LLC	SCOOP - Starting Young plus Design	9/27/2011	Pending	85/432,856
Scoop Management LLC	SCOOP plus Design	12/28/2011	Registered	85/505,103
Scoop Management LLC	SCOOP plus Oval Design	12/28/2011	Registered	85/505,074
Scoop Management LLC	SCOOP plus Oval Design	6/5/2012	Pending	85/643,317
Foreign		Filing Date/(Country)		
Scoop Management LLC	SCOOP NYC plus Logo	1/19/2005 (Australia)	Registered	1038214
Scoop Management LLC	SCOOP NYC plus Logo	9/16/2005 (Australia)	Registered	1076155
Scoop Management LLC	SCOOPS (purchased)	Purchased (Australia)	Registered	312993
Scoop Management LLC	SCOOP NYC and Design	2/16/2005 (Brazil)	Pending	827167857
Scoop Management LLC	Scoop plus Design	4/13/2004 (Canada)	Registered	1210492
Scoop Management LLC	Scoop plus Oval Design	8/11/2011 (Canada)	Pending	1539354
Scoop Management LLC	Scoop plus Design	4/6/2004 (China)	Registered	4009280
Scoop Management LLC	WHAT'S THE SCOOP	9/1/2005 (China)	Registered	4871325
Scoop Management	SCOOP STREET	9/1/2005	Registered	4871324

Grantor	Trademarks	Filing Date	Status	Serial No.
LLC		(China)		
Scoop Management LLC	Scoop plus Oval Design	8/15/2011 (China)	Pending	9845051
Scoop Management LLC	Scoop	10/28/1999 (CTM)	Registered	1363928
Scoop Management LLC	Scoop plus Design	4/30/2004 (CTM)	Registered	3810686
Scoop Management LLC	Scoop Beach plus Design	8/20/2007 (CTM)	Registered	6 213 094
Scoop Management LLC	WHAT'S THE SCOOP	7/26/2005 (Hong Kong)	Registered	300465093
Scoop Management LLC	SCOOP STREET	7/26/2005 (Hong Kong)	Registered	300465101
Scoop Management LLC	What's The Scoop	3/7/2005 (Japan)	Registered	2005-19377
Scoop Management LLC	SCOOPSTREET	3/7/2005 (Japan)	Registered	2005-19379
Scoop Management LLC	SCOOPKIDS	3/7/2005 (Japan)	Registered	2005-19378
Scoop Management LLC	SCOOPNYC	11/16/2005 (Japan)	Registered	2005-107975
Scoop Management LLC	Scoop plus logo	12/17/2005 (Kuwait)	Registered	74169
Scoop Management LLC	SCOOP plus Design	1/20/2005 (Russia)	Pending	20055700895
Scoop Management LLC	SCOOP NYC plus Design	12/6/2005 (Saudi Arabia)	Registered	101702
Scoop Management LLC	Scoop plus Design	1/31/2005 (Switzerland)	Registered	50744/2005
Scoop Management LLC	Scoop Street	7/25/2005 (Taiwan)	Registered	094035399
Scoop Management LLC	WHATS THE SCOOP	7/25/2005 (Taiwan)	Registered	094035400
Scoop Management LLC	Scoop NYC plus logo	5/3/2006 (UAE)	Registered	80277

Grantor	Copyrights	Registration Date	Status	Registration No.
None				

(vii) Patent Licenses, Trademark Licenses, Trade Secret Licenses and Copyright Licenses

Grantor	Description of Patent License	Patent No. of underlying Patent	Name of Licensor
None			

Grantor	Description of Trademark License	Serial No. of underlying Trademark	Name of Licensor
None			

Grantor	Description of Trade Secret	Name of Licensor
None		

Grantor	Description of Copyright License	Registration No. of underlying Copyright	Name of Licensor
None			

(viii) Letter-of-Credit Rights

Grantor / Beneficiary	Account Party	Issuing Bank	L/C No.	Face Amount
None				

(ix) Name and address of any warehouseman, bailee or other third party in possession of any of such Grantor's Inventory, Equipment or other tangible personal property

Grantor	Description of Collateral	Name & Address of Third Party
Scoop Management LLC	Inventory	Selco Associates, LLC 25 E. Union Ave, East Rutherford, NJ 07073.

(x) Material Contracts

Grantor	Description of Material Contract
None	

EXHIBIT A
TO PLEDGE AND SECURITY AGREEMENT

**FORM OF
JOINDER AGREEMENT**

This JOINDER AGREEMENT, dated [____], 20[___], (this “**Joinder Agreement**”) is delivered pursuant to that certain Pledge and Security Agreement, dated as of June 18, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), among **SCOOP MANAGEMENT LLC**, the other Grantors named therein, and **ONEWEST BANK N.A.**, as the Secured Party. Capitalized terms used herein not otherwise defined herein has the meanings ascribed thereto in the Pledge and Security Agreement.

Section 1. Pursuant to Section 5 of the Pledge and Security Agreement, the undersigned hereby:

(a) agrees that this Joinder Agreement may be attached to the Pledge and Security Agreement and that by the execution and delivery hereof, the undersigned becomes a Grantor under the Pledge and Security Agreement and agrees to be bound by all of the terms thereof as if it were an original signatory thereto;

(b) represents and warrants that the representations and warranties contained in each of the Pledge and Security Agreement are true and correct in all material respects (except for those representations and warranties that are conditioned by materiality, which are true and correct in all respects) on and as of the date hereof to the same extent as though made on and as of such date, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties are true, correct and complete in all respects (except for those representations and warranties that are conditioned by materiality, which are true and correct in all respects) on and as of such earlier date;

(c) represents and warrants that no event has occurred or is continuing as of the date hereof, or will result from the transactions contemplated hereby on the date hereof, that would constitute an Event of Default or a Default;

(d) grants to the Secured Party a security interest in all of the undersigned’s right, title and interest in and to all Collateral (as such term is defined in the Pledge and Security Agreement) of the undersigned, in each case whether now or hereafter existing or in which the undersigned now has or hereafter acquires an interest and wherever the same may be located and all such Collateral shall be deemed to be part of the Collateral (as such term is defined in the Pledge and Security Agreement) and shall hereafter be subject to each of the terms and conditions of the Pledge and Security Agreement; and

(e) delivers to Secured Party supplements to all schedules attached to the Pledge and Security Agreement.

Section 2. The undersigned agrees from time to time, upon request of the Secured Party, to take such additional actions and to execute and deliver such additional documents and instruments as the Secured Party may request to effect the transactions contemplated by, and to carry out the intent of, this Joinder Agreement. Neither this Joinder Agreement nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party (including, if applicable, any party required to evidence its consent to or acceptance of this Joinder Agreement) against whom enforcement of such change, waiver, discharge or termination is sought. Any notice or other communication herein required or permitted to be given shall be given pursuant to Section 8.1 of the Credit Agreement, and all for purposes thereof, the notice address of the undersigned shall be the address as set forth on the signature page hereof. In case any provision in or obligation under this Joinder Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

Section 3. This Joinder Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Joinder Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of California.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Joinder Agreement to be duly executed and delivered by its duly authorized officer as of the date above first written.

[NAME OF NEW GRANTOR]

By: _____

Name:

Title:

Address for Notices:

Attention:

Facsimile:

with a copy to:

Attention:

Facsimile:

ACKNOWLEDGED AND ACCEPTED,
as of the date first written above:

ONEWEST BANK N.A.,
as Secured Party

By: _____
Name:
Title:

EXHIBIT B
TO PLEDGE AND SECURITY AGREEMENT

PLEDGE SUPPLEMENT

This PLEDGE SUPPLEMENT, dated [____], 20[___], is delivered by [NAME OF GRANTOR] (the "Grantor") pursuant to the Pledge and Security Agreement, dated as of June 18, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), among SCOOP MANAGEMENT LLC, the other Grantors named therein, and ONEWEST BANK N.A., as the Secured Party. Capitalized terms used herein not otherwise defined herein has the meanings ascribed thereto in the Pledge and Security Agreement.

Grantor hereby confirms the grant to the Secured Party set forth in the Pledge and Security Agreement of, and does hereby grant to the Secured Party a security interest in all of Grantor's right, title and interest in and to all Collateral to secure the Secured Obligations, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located. Grantor represents and warrants that the attached supplements to Schedules accurately and completely set forth all additional information required to be provided pursuant to the Pledge and Security Agreement and hereby agrees that such supplements to Schedules shall constitute part of the Schedules to the Pledge and Security Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Pledge Supplement to be duly executed and delivered by its duly authorized officer as of [____], 20[___].

[NAME OF GRANTOR]

By: _____
Name:
Title:

EXHIBIT C
TO PLEDGE AND SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of June 18, 2014 (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of OneWest Bank N.A. (the “**Secured Party**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of June 18, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Secured Party; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Secured Party a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Secured Party agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Secured Party a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “**Intellectual Property Collateral**”):

(a) All United States, and foreign copyrights (including Community designs), including but not limited to copyrights in software and all rights in and to databases, and all Mask Works (as defined under 17 USC 901 of the US Copyright Act), whether registered or unregistered, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in **Schedule 1** hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable or which is protected by common law, United States or foreign laws, or the law of any State; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (vii) all tangible property embodying the copyrights or such copyrighted materials (collectively, the “**Copyrights**”).

(b) All United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to:

(i) all registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "**Patents**").

(c) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "**Trademarks**").

(d) All trade secrets and all other confidential or proprietary information and know-how regardless of whether such trade secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret and to enjoin or collect damages for the actual or threatened misappropriation of any Trade Secret; and (ii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "**Trade Secrets**").

(e) All licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, (i) the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in **Schedule 1** hereto, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, and (v) any and all proceeds of the foregoing.

Section 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of California.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Secured Party have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

SCOOP MANAGEMENT LLC,
as a Grantor

By: _____
Name: Robert P. Bermingham
Title: Vice President

**SCOOP BEACH LLC
SCOOP BHS LLC
SCOOP BUCKHEAD LLC
SCOOP BOSTON LLC
SCOOP CHICAGO LLC
SCOOP CT LLC
SCOOP DALLAS LLC
SCOOP EAST LLC
SCOOP LAS VEGAS LLC
SCOOP LI LLC
SCOOP SHORE CLUB LLC
SCOOP SOHO LLC
SCOOP STORES BEVERLY LLC
SCOOP STORES CA LLC
SCOOP UNION SQUARE SF LLC
SCOOP WEB LLC
SCOOP WFC LLC
SCOOP 14 LLC, each as a Grantor**

By: **SCOOP MANAGEMENT LLC**, as sole member

By: _____
Name: Robert P. Bermingham
Title: Vice President

430 W. 14 REALTY JV LLC, as a Grantor

By: SCOOP MANAGEMENT LLC, as managing member

By: _____

Name: Robert P. Bermingham

Title: Vice President

ONEWEST BANK N.A., as Secured Party

By: _____

Name:

Title:

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Copyrights
2. Patents
3. Trademarks
4. Licenses

Exhibit B

IP Security Agreement

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "**Agreement**") is made as of June 18, 2014 (the "**Effective Date**") between each of the signatories hereto (collectively, the "**Grantors**") in favor of OneWest Bank N.A. (the "**Secured Party**") (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of June 18, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**"), by and among the Grantors, the other grantors party thereto and the Secured Party; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Secured Party a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Secured Party agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Secured Party a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following (collectively, the "**Intellectual Property Collateral**"):

(a) All United States, and foreign copyrights (including Community designs), including but not limited to copyrights in software and all rights in and to databases, and all Mask Works (as defined under 17 USC 901 of the US Copyright Act), whether registered or unregistered, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in **Schedule 1** hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable or which is protected by common law, United States or foreign laws, or the law of any State; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (vii) all tangible property embodying the copyrights or such copyrighted materials (collectively, the "**Copyrights**").

(b) All United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and

improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Patents**”).

(c) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

(d) All trade secrets and all other confidential or proprietary information and know-how regardless of whether such trade secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret and to enjoin or collect damages for the actual or threatened misappropriation of any Trade Secret; and (ii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trade Secrets**”).

(e) All licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, (i) the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in **Schedule 1** hereto, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, and (v) any and all proceeds of the foregoing.

Section 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart

of a signature page of this Agreement by facsimile or in electronic (*i.e.*, "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of California.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Secured Party have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

SCOOP MANAGEMENT LLC,
as a Grantor

By: 

Name: Robert P. Bermingham
Title: Vice President

SCOOP BEACH LLC
SCOOP BHS LLC
SCOOP BUCKHEAD LLC
SCOOP BOSTON LLC
SCOOP CHICAGO LLC
SCOOP CT LLC
SCOOP DALLAS, LLC
SCOOP EAST LLC
SCOOP LAS VEGAS LLC
SCOOP LI LLC
SCOOP SHORE CLUB LLC
SCOOP SOHO LLC
SCOOP STORES BEVERLY, LLC
SCOOP STORES CA, LLC
SCOOP UNION SQUARE SF LLC
SCOOP WEB LLC
SCOOP WFC LLC
SCOOP 14 LLC, each as a Grantor

By: **SCOOP MANAGEMENT LLC, as sole member**

By: 

Name: Robert P. Bermingham
Title: Vice President

430 W. 14 REALTY JV, LLC, as a Grantor

By: SCOOP MANAGEMENT LLC, as managing
member

By: 

Name: Robert P. Bermingham

Title: Vice President

ONEWEST BANK N.A., as Secured Party

By: John Farrace

Name: John Farrace

Title: Executive Vice President

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. **Copyrights**

None.

2. **Patents**

None.

3. **Trademarks**

Grantor	Trademarks	Filing Date	Status	Serial No.
Domestic				
Scoop Management LLC	Scoop Shore Club	10/8/1999	Registered	75/816,899
Scoop Management LLC	Scoop It Up	4/26/2000	Registered	76/033,979
Scoop Management LLC	Scoop It Up	4/26/2000	Registered	76/033,980
Scoop Management LLC	Scoop Beach	10/8/1999	Registered	75/816,896
Scoop Management LLC	Scoop Street	10/8/1999	Registered	75/816,895
Scoop Management LLC	Scoop NYC	10/8/1999	Registered	75/816,898
Scoop Management LLC	Scoop	3/24/1993	Registered	74/370,761
Scoop Management LLC	Scoop plus Design	4/8/2002	Registered	76/393630
Scoop Management	Scoop NYC plus	11/12/2002	Registered	76/469,687

Grantor	Trademarks	Filing Date	Status	Serial No.
LLC	Logo			
Scoop Management LLC	Scoop plus Design	11/12/2002	Registered	76/469,686
Scoop Management LLC	The Ultimate Closet plus Design	12/30/2003	Registered	76/567,590
Scoop Management LLC	SCOOP VEGAS	12/31/2003	Registered	78/346,944
Scoop Management LLC	The Ultimate Closet	1/27/2004	Registered	76/572,546
Scoop Management LLC	Scoop Plus Design	1/20/2004	Registered	76/571,166
Scoop Management LLC	SCOOP KIDS plus logo	9/22/2004	Registered	76/613,281
Scoop Management LLC	SCOOP KIDS plus logo	1/23/2006	Registered	78/797,336
Scoop Management LLC	S.C.P.	6/7/2006	Registered	78/902,836
Scoop Management LLC	S.C.P. #96	7/31/2006	Registered	78/941,077
Scoop Management LLC	S.C.P.	9/29/2006	Registered	77/011,023
Scoop Management LLC	Scoop Beach plus Design	8/17/2007	Registered	77/258,340
Scoop Management LLC	Scoop NYC plus Design	12/27/2007	Registered	77/360,276
Scoop Management	What's The Scoop	1/2/2008	Registered	77/362,355

Grantor	Trademarks	Filing Date	Status	Serial No.
LLC	plus Design			
Scoop Management LLC	S.C.P.	7/29/2011	Pending	85/384,577
Scoop Management LLC	SCOOP - Starting Young plus Design	9/27/2011	Pending	85/432,856
Scoop Management LLC	SCOOP plus Design	12/28/2011	Registered	85/505,103
Scoop Management LLC	SCOOP plus Oval Design	12/28/2011	Registered	85/505,074
Scoop Management LLC	SCOOP plus Oval Design	6/5/2012	Pending	85/643,317
Foreign		Filing Date/(Country)		
Scoop Management LLC	SCOOP NYC plus Logo	1/19/2005 (Australia)	Registered	1038214
Scoop Management LLC	SCOOP NYC plus Logo	9/16/2005 (Australia)	Registered	1076155
Scoop Management LLC	SCOOPS (purchased)	Purchased (Australia)	Registered	312993
Scoop Management LLC	SCOOP NYC and Design	2/16/2005 (Brazil)	Pending	827167857
Scoop Management LLC	Scoop plus Design	4/13/2004 (Canada)	Registered	1210492
Scoop Management LLC	Scoop plus Oval Design	8/11/2011 (Canada)	Pending	1539354
Scoop Management LLC	Scoop plus Design	4/6/2004 (China)	Registered	4009280
Scoop Management LLC	WHAT'S THE SCOOP	9/1/2005 (China)	Registered	4871325
Scoop Management	SCOOP STREET	9/1/2005	Registered	4871324

Grantor	Trademarks	Filing Date	Status	Serial No.
LLC		(China)		
Scoop Management LLC	Scoop plus Oval Design	8/15/2011 (China)	Pending	9845051
Scoop Management LLC	Scoop	10/28/1999 (CTM)	Registered	1363928
Scoop Management LLC	Scoop plus Design	4/30/2004 (CTM)	Registered	3810686
Scoop Management LLC	Scoop Beach plus Design	8/20/2007 (CTM)	Registered	6 213 094
Scoop Management LLC	WHAT'S THE SCOOP	7/26/2005 (Hong Kong)	Registered	300465093
Scoop Management LLC	SCOOP STREET	7/26/2005 (Hong Kong)	Registered	300465101
Scoop Management LLC	What's The Scoop	3/7/2005 (Japan)	Registered	2005-19377
Scoop Management LLC	SCOOPSTREET	3/7/2005 (Japan)	Registered	2005-19379
Scoop Management LLC	SCOOPKIDS	3/7/2005 (Japan)	Registered	2005-19378
Scoop Management LLC	SCOOPNYC	11/16/2005 (Japan)	Registered	2005-107975
Scoop Management LLC	Scoop plus logo	12/17/2005 (Kuwait)	Registered	74169
Scoop Management LLC	SCOOP plus Design	1/20/2005 (Russia)	Pending	20055700895
Scoop Management LLC	SCOOP NYC plus Design	12/6/2005 (Saudi Arabia)	Registered	101702
Scoop Management LLC	Scoop plus Design	1/31/2005 (Switzerland)	Registered	50744/2005
Scoop Management LLC	Scoop Street	7/25/2005 (Taiwan)	Registered	094035399
Scoop Management LLC	WHATS THE SCOOP	7/25/2005 (Taiwan)	Registered	094035400

Grantor	Trademarks	Filing Date	Status	Serial No.
Scoop Management LLC	Scoop NYC plus logo	5/3/2006 (UAE)	Registered	80277

4. Licenses

None.