

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM437397

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GC SERVICES LIMITED PARTNERSHIP		07/31/2017	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	BSP AGENCY, LLC, AS COLLATERAL AGENT		
Street Address:	9 West 57th St., Suite 4920		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2959131	GC SERVICES	
Registration Number:	3064779	QUALITY FIRST	
Registration Number:	2954357	GC	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2124597136		
Email:	tbennett@goodwinlaw.com		
Correspondent Name:	Tracey D. Bennett		
Address Line 1:	c/o Goodwin Procter LLP		
Address Line 2:	620 8th Ave.		
Address Line 4:	New York, NEW YORK 10018		
NAME OF SUBMITTER:	Tracey D. Bennett		
SIGNATURE:	/s/Tracey D. Bennett		
DATE SIGNED:	08/01/2017		
Total Attachments: 59			
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PLEDGE AND SECURITY AGREEMENT

This **PLEDGE AND SECURITY AGREEMENT** (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") is entered into as of July 31, 2017, by and among **ORG GC MIDCO, LLC**, a Delaware limited liability company ("ORG GC Midco"), **ORG GC GP BUYER, LLC**, a Delaware limited liability company ("ORG GC GP Buyer"), **ORG GC LP BUYER, LLC**, a Delaware limited liability company ("ORG GC LP Buyer"), **ORG GC HOLDINGS, LLC**, a Delaware limited liability company ("ORG GC Holdings"), **GC SERVICES LIMITED PARTNERSHIP**, a Delaware limited partnership ("GCSLP"), and **GC SERVICES INTERNATIONAL, LLC**, a Delaware limited liability company ("GCSI", and any additional entities which become parties to this Security Agreement by executing a Security Agreement Supplement hereto in substantially the form of Annex I hereto (such additional entities, together with ORG GC Midco, ORG GC GP Buyer, ORG GC LP Buyer, ORG GC Holdings, GC Services Limited Partnership, and GC Services International, each a "Grantor", and collectively, the "Grantors"), and BSP Agency, LLC, as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent") for the lenders party to the Financing Agreement referred to below.

PRELIMINARY STATEMENT

The Grantors, the Collateral Agent, BSP Agency, LLC, as Administrative Agent for the Lenders, and the Lenders are entering into a Financing Agreement dated as of July 31, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Financing Agreement"). Each Grantor is entering into this Security Agreement in order to induce the Lenders to enter into and extend credit to ORG GC Midco, ORG GC GP Buyer and ORG GC LP Buyer (each, a "Borrower", and collectively, the "Borrowers") under the Financing Agreement and to secure the Obligations that it has agreed to guarantee pursuant to Article XI of the Financing Agreement.

ACCORDINGLY, the Grantors and the Collateral Agent, on behalf of the Secured Parties, hereby agree as follows:

ARTICLE I DEFINITIONS

1.1 Terms Defined in Financing Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Financing Agreement.

1.2 Terms Defined in UCC. Terms defined in the UCC which are not otherwise defined in this Security Agreement are used herein as defined in the UCC.

1.3 Definitions of Certain Terms Used Herein. As used in this Security Agreement, in addition to the terms defined in the first paragraph hereof and in the Preliminary Statement, the following terms shall have the following meanings:

"Accounts" shall have the meaning set forth in Article 9 of the UCC.

"Article" means a numbered article of this Security Agreement, unless another document is specifically referenced.

"Assigned Contracts" means, collectively, all of the Grantors' rights and remedies under, and all moneys and claims for money due or to become due to the Grantor under any material contracts, and any

and all amendments, supplements, extensions, and renewals thereof including all rights and claims of the Grantors now or hereafter existing: (a) under any insurance, indemnities, warranties, and guarantees provided for or arising out of or in connection with any of the foregoing agreements; (b) for any damages arising out of or for breach or default under or in connection with any of the foregoing contracts; (c) to all other amounts from time to time paid or payable under or in connection with any of the foregoing agreements; or (d) to exercise or enforce any and all covenants, remedies, powers and privileges thereunder.

“Chattel Paper” shall have the meaning set forth in Article 9 of the UCC.

“Collateral” shall have the meaning set forth in Article II.

“Collateral Access Agreement” means any landlord waiver or other agreement, in form and substance satisfactory to the Collateral Agent, between the Collateral Agent and any third party (including any bailee, consignee, customs broker, or other similar Person) in possession of any Collateral or any landlord of any real property where any Collateral is located, as such landlord waiver or other agreement may be amended, restated, supplemented or otherwise modified from time to time.

“Collateral Report” means any certificate, report or other document delivered by any Grantor to the Collateral Agent or any Lender with respect to the Collateral pursuant to any Loan Document.

“Commercial Tort Claims” means the following existing commercial tort claims of the Grantor: as of the Effective Date, none.

“Control” shall have the meaning set forth in Article 8 or, if applicable, in Section 9-104, 9-105, 9-106 or 9-107 of Article 9 of the UCC.

“Copyrights” means, with respect to any Person, all of such Person’s right, title, and interest in and to the following: (a) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations, and copyright applications; (b) all renewals of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world.

“Default” means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

“Deposit Accounts” shall have the meaning set forth in Article 9 of the UCC.

“Documents” shall have the meaning set forth in Article 9 of the UCC.

“Effective Date” means the date of the Financing Agreement.

“Equipment” shall have the meaning set forth in Article 9 of the UCC.

“Event of Default” means an event described in Section 5.1.

“Exhibit” refers to a specific exhibit to this Security Agreement, unless another document is specifically referenced.

“Fixtures” shall have the meaning set forth in Article 9 of the UCC.

“General Intangibles” shall have the meaning set forth in Article 9 of the UCC.

“Goods” shall have the meaning set forth in Article 9 of the UCC.

“Instruments” shall have the meaning set forth in Article 9 of the UCC.

“Inventory” shall have the meaning set forth in Article 9 of the UCC.

“Investment Property” shall have the meaning set forth in Article 9 of the UCC.

“Lenders” means the lenders party to the Financing Agreement and their successors and assigns.

“Letter-of-Credit Rights” shall have the meaning set forth in Article 9 of the UCC.

“Licenses” means, with respect to any Person, all of such Person’s right, title, and interest in and to (a) any and all licensing agreements or similar arrangements in and to its Patents, Copyrights, or Trademarks, (b) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (c) all rights to sue for past, present, and future breaches thereof.

“Liquid Investments” shall have the meaning set forth in Section 7.1.

“Patents” means, with respect to any Person, all of such Person’s right, title, and interest in and to: (a) any and all patents and patent applications; (b) all inventions and improvements described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing throughout the world.

“Pledged Collateral” means all Instruments, Securities and other Investment Property of the Grantors, whether or not physically delivered to the Collateral Agent pursuant to this Security Agreement.

“Receivables” means the Accounts, Chattel Paper, Documents, Investment Property, Instruments and any other rights or claims to receive money which are General Intangibles or which are otherwise included as Collateral.

“Reinvestment Funds” shall have the meaning set forth in Section 7.1.

“Reinvestment Funds Account” shall have the meaning set forth in Section 7.1.

“Section” means a numbered section of this Security Agreement, unless another document is specifically referenced.

“Security” shall have the meaning set forth in Article 8 of the UCC.

“Security Agreement Supplement” shall mean any Security Agreement Supplement to this Security Agreement in substantially the form of Annex I hereto executed by an entity that becomes a Grantor under this Security Agreement after the date hereof.

“Stock Rights” means all dividends, instruments or other distributions and any other right or property which the Grantors shall receive or shall become entitled to receive for any reason whatsoever with respect to, in substitution for or in exchange for any Equity Interest constituting Collateral, any right to receive an Equity Interest and any right to receive earnings, in which the Grantors now have or hereafter acquire any right, issued by an issuer of such Equity Interest.

“Supporting Obligations” shall have the meaning set forth in Article 9 of the UCC.

“Trademarks” means, with respect to any Person, all of such Person’s right, title, and interest in and to the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world.

“UCC” means the Uniform Commercial Code, as in effect from time to time, of the State of New York or of any other state the laws of which are required as a result thereof to be applied in connection with the attachment, perfection or priority of, or remedies with respect to, Collateral Agent’s or any other Secured Party’s Lien on any Collateral.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms.

ARTICLE II GRANT OF SECURITY INTEREST

Each Grantor hereby pledges, assigns and grants to the Collateral Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, such Grantor, and regardless of where located (all of which will be collectively referred to as the “Collateral”):

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) all Copyrights, Patents and Trademarks;
- (iv) all Documents;
- (v) all Equipment;
- (vi) all Fixtures;
- (vii) all General Intangibles;
- (viii) all Goods;

- (ix) all Instruments;
- (x) all Inventory;
- (xi) all Investment Property;
- (xii) all cash or cash equivalents;
- (xiii) all letters of credit, Letter-of-Credit Rights and Supporting Obligations;
- (xiv) all Deposit Accounts with any bank or other financial institution;
- (xv) all Commercial Tort Claims;
- (xvi) all Assigned Contracts;
- (xvii) all other personal property and other assets; and
- (xviii) all accessions to, substitutions for and replacements, proceeds (including Stock Rights), insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing;

to secure the prompt and complete payment and performance of the Obligations.

ARTICLE III REPRESENTATIONS AND WARRANTIES

Each Grantor represents and warrants, and each Grantor that becomes a party to this Security Agreement pursuant to the execution of a Security Agreement Supplement represents and warrants (after giving effect to supplements, if any, to each of the Exhibits hereto with respect to such Grantor as attached to such Security Agreement Supplement), to the Collateral Agent and the Lenders that:

3.1 Title, Authorization, Validity, Enforceability, Perfection and Priority. Such Grantor has good and valid rights in or the power to transfer the Collateral and title to the Collateral with respect to which it has purported to grant a security interest hereunder, free and clear of all Liens except for Liens permitted under Section 4.1(e), and has full power and authority to grant to the Collateral Agent the security interest in the Collateral pursuant hereto. The execution and delivery by such Grantor of this Security Agreement has been duly authorized by proper limited liability company or partnership proceedings, as applicable, of such Grantor, and this Security Agreement constitutes a legal valid and binding obligation of such Grantor and creates a security interest which is enforceable against such Grantor in all Collateral it now owns or hereafter acquires, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law. When financing statements have been filed in the appropriate offices against such Grantor in the locations listed on Exhibit H, the Collateral Agent will have a fully perfected first priority security interest in that Collateral of such Grantor in which a security interest may be perfected by filing, subject only to Liens permitted under Section 4.1(e) and the Intercreditor Agreement.

3.2 Type and Jurisdiction of Organization, Organizational and Identification Numbers. The type of entity of such Grantor, its state of organization, the organizational number issued to it by its state of organization and its federal employer identification number are set forth on Exhibit A.

3.3 Principal Location. Such Grantor's mailing address, which shall be its address for notices and other communications provided for herein and the location of its place of business (if it has only one) or its chief executive office (if it has more than one place of business), are disclosed in Exhibit A; such Grantor has no other places of business except those set forth in Exhibit A.

3.4 Collateral Locations. All of such Grantor's locations where Collateral is located are listed on Exhibit A. All of said locations are owned by such Grantor except for locations which are leased by the Grantor as lessee and designated in Part VII(b) of Exhibit A.

3.5 Deposit Accounts. All of such Grantor's Deposit Accounts are listed on Exhibit B.

3.6 Exact Names. Such Grantor's name in which it has executed this Security Agreement is the exact name as it appears in such Grantor's organizational documents, as amended, as filed with such Grantor's jurisdiction of organization. Such Grantor has not, during the past five years, been known by or used any other corporate or fictitious name, or been a party to any merger or consolidation, or been a party to any acquisition (other than the acquisition of GCSLP by ORG GC LP Buyer, LLC and ORG GC GP Buyer, LLC on December 31, 2015).

3.7 Letter-of-Credit Rights and Chattel Paper. Exhibit C lists all Letter-of-Credit Rights and Chattel Paper of such Grantor. All action by such Grantor necessary or desirable to protect and perfect the Collateral Agent's Lien on each item listed on Exhibit C (including, to the extent permitted by the terms and conditions of the Intercreditor Agreement, the delivery of all originals and the placement of a legend on all Chattel Paper as required hereunder) has been duly taken. The Collateral Agent will have a fully perfected first priority security interest in the Collateral listed on Exhibit C, subject only to Liens permitted under Section 4.1(e), and the terms and conditions of the Intercreditor Agreement.

3.8 Accounts and Chattel Paper.

(a) The names of the obligors, amounts owing, due dates and other information with respect to its Accounts and Chattel Paper are and will be correctly stated in all material respects in all records of such Grantor relating thereto and in all invoices and Collateral Reports with respect thereto that may be furnished to the Collateral Agent by such Grantor from time to time. As of the time when each Account or each item of Chattel Paper arises, such Grantor shall be deemed to have represented and warranted that such Account or Chattel Paper, as the case may be, and all records relating thereto, are genuine and in all material respects what they purport to be.

(b) Intentionally Omitted.

(c) With respect to all of its Accounts, (i) the amounts shown on all invoices, statements and Collateral Reports with respect thereto are actually and absolutely owing to such Grantor as indicated thereon and are not in any way contingent; (ii) no payments have been or shall be made thereon except payments immediately delivered to a Cash Management Account as required pursuant to Section 7.1; and (iii) to such Grantor's knowledge, all Account Debtors have the capacity to contract.

3.9 Intentionally Omitted.

3.10 Intellectual Property. Such Grantor does not have any interest in, or title to, any registered Patent, Trademark or Copyright except as set forth in Exhibit D. This Security Agreement is effective to create a valid and continuing Lien and, upon filing of appropriate financing statements in the offices listed on Exhibit H and this Security Agreement with the United States Copyright Office and the United States Patent and Trademark Office, fully perfected first priority security interests in favor of the Collateral Agent on such Grantor's registered Patents, Trademarks and Copyrights (subject to the Intercreditor Agreement and Liens permitted under Section 4.1(e)).

3.11 Filing Requirements. None of its Equipment with a value (individually or in the aggregate) in excess of \$100,000 is covered by any certificate of title, except for the vehicles described in Part I of Exhibit E. None of the Collateral owned by it is of a type for which security interests or liens may be perfected by filing under any federal statute except for (a) the vehicles described in Part II of Exhibit E and (b) Patents, Trademarks and Copyrights held by such Grantor and described in Exhibit D. The legal description, county and street address of each property on which any Fixtures are located is set forth in Exhibit F together with the name and address of the record owner of each such property.

3.12 No Financing Statements, Security Agreements. No financing statement or security agreement describing all or any portion of the Collateral which has not lapsed or been terminated (by a filing authorized by the secured party in respect thereof) naming such Grantor as debtor has been filed or is of record in any jurisdiction except for financing statements or security agreements (a) naming the Collateral Agent on behalf of the Secured Parties as the secured party and (b) in respect to other Permitted Liens.

3.13 Pledged Collateral.

(a) Exhibit G sets forth a complete and accurate list of all Pledged Collateral owned by such Grantor. Such Grantor is the direct, sole beneficial owner and sole holder of record of the Pledged Collateral listed on Exhibit G as being owned by it, free and clear of any Liens, except for any Liens permitted by Section 4.1(e). Such Grantor further represents and warrants that (i) all Pledged Collateral owned by it constituting an Equity Interest has been (to the extent such concepts are relevant with respect to such Pledged Collateral) duly authorized, validly issued, are fully paid and non-assessable, (ii) with respect to any certificates delivered to the Collateral Agent representing an Equity Interest, either such certificates are Securities as defined in Article 8 of the UCC as a result of actions by the issuer or otherwise, or, if such certificates are not Securities, such Grantor has so informed the Collateral Agent so that the Collateral Agent may take steps to perfect its security interest therein as a General Intangible, (iii) all such Pledged Collateral held by a securities intermediary is covered by a control agreement among such Grantor, the securities intermediary and the Collateral Agent pursuant to which the Collateral Agent has Control and (iv) all Pledged Collateral which represents Indebtedness owed to such Grantor has been duly authorized, authenticated or issued and delivered by the issuer of such Indebtedness, is the legal, valid and binding obligation of such issuer and such issuer is not in default thereunder. Pledged Collateral constituting Equity Interests in any Subsidiary of the Parent is a Security as defined in Article 8 of the UCC.

(b) In addition, (i) none of the Pledged Collateral owned by it has been issued or transferred in violation of the securities registration, securities disclosure or similar laws of any jurisdiction to which such issuance or transfer may be subject, (ii) no options, warrants, calls or commitments of any character whatsoever (A) exist relating to such Pledged Collateral or (B) obligate the issuer of any Equity Interest included in the Pledged Collateral to issue additional Equity Interests, and (iii) other than consents that have been obtained on or prior to the date hereof, no consent, approval, authorization, or other action by, and no giving of notice, filing with, any governmental authority or any other Person is required for the pledge by such Grantor of such Pledged Collateral pursuant to this

Security Agreement or for the execution, delivery and performance of this Security Agreement by such Grantor.

(c) Except as set forth in Exhibit G, such Grantor owns 100% of the issued and outstanding Equity Interests which constitute Pledged Collateral owned by it and none of the Pledged Collateral which represents Indebtedness owed to such Grantor is subordinated in right of payment to other Indebtedness or subject to the terms of an indenture.

ARTICLE IV COVENANTS

From the date of this Security Agreement and thereafter until this Security Agreement is terminated pursuant to the terms hereof, each Grantor party hereto as of the date hereof agrees, and from and after the effective date of any Security Agreement Supplement applicable to any Grantor (and after giving effect to supplements, if any, to each of the Exhibits hereto with respect to such subsequent Grantor as attached to such Security Agreement Supplement) and thereafter until this Security Agreement is terminated pursuant to the terms hereof, each such additional Grantor agrees that:

4.1 General.

(a) Collateral Records. Such Grantor will maintain complete and accurate books and records with respect to the Collateral owned by it, and furnish to the Collateral Agent, with sufficient copies for each of the Lenders, such reports relating to such Collateral as the Collateral Agent shall from time to time reasonably request.

(b) Authorization to File Financing Statements; Ratification. Such Grantor hereby authorizes the Collateral Agent to file, and if requested will deliver to the Collateral Agent, all financing statements and other documents and take such other actions as may from time to time be requested by the Collateral Agent in order to maintain, subject to the terms and conditions of the Intercreditor Agreement and any Permitted Liens, a first-priority perfected security interest in and, if applicable, Control of, the Collateral owned by such Grantor. Any financing statement filed by the Collateral Agent may be filed in any filing office in any UCC jurisdiction and may (i) indicate such Grantor's Collateral (1) as all assets of the Grantor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC of such jurisdiction, or (2) by any other description which reasonably approximates the description contained in this Security Agreement, and (ii) contain any other information required by part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including (A) whether such Grantor is an organization, the type of organization and any organization identification number issued to such Grantor, and (B) in the case of a financing statement filed as a fixture filing or indicating such Grantor's Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. Such Grantor also agrees to furnish any such information described in the foregoing sentence to the Collateral Agent promptly upon request. Such Grantor also ratifies its authorization for the Collateral Agent to have filed in any UCC jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof.

(c) Further Assurances. Such Grantor will, if so requested by the Collateral Agent, furnish to the Collateral Agent, as often as the Collateral Agent reasonably requests, statements and schedules further identifying and describing the Collateral owned by it and such other reports and information in connection with its Collateral as the Collateral Agent may reasonably request, all in such detail as the Collateral Agent may specify. Such Grantor also agrees to take any and all actions necessary

to defend title to the Collateral against all persons and to defend the security interest of the Collateral Agent in its Collateral and the priority thereof against any Lien not expressly permitted hereunder.

(d) Disposition of Collateral. Such Grantor will not sell, lease or otherwise dispose of the Collateral owned by it except for dispositions specifically permitted pursuant to Section 7.02(c) of the Financing Agreement and by the Intercreditor Agreement.

(e) Liens. Such Grantor will not create, incur, or suffer to exist any Lien on the Collateral owned by it except (i) the security interest created by this Security Agreement, and (ii) other Permitted Liens.

(f) Other Financing Statements. Such Grantor will not authorize the filing of any financing statement naming it as debtor covering all or any portion of the Collateral owned by it, except for financing statements (i) naming the Collateral Agent on behalf of the Secured Parties as the secured party, and (ii) in respect to other Permitted Liens. Such Grantor acknowledges that it is not authorized to file any financing statement or amendment or termination statement with respect to any financing statement without the prior written consent of the Collateral Agent, subject to such Grantor's rights under Section 9-509(d)(2) of the UCC.

(g) Locations. Such Grantor will not (i) maintain any material amount or type of Collateral owned by it at any location other than those locations listed on Exhibit A, (ii) otherwise change, or add to, such locations without compliance with the Financing Agreement, or (iii) change its principal place of business or chief executive office from the location identified on Exhibit A, other than as permitted by the Financing Agreement.

(h) Compliance with Terms. Such Grantor will perform and comply with all obligations in respect of the Collateral owned by it and all agreements to which it is a party or by which it is bound relating to such Collateral except to the extent that any noncompliance would not reasonably be expected to have a Material Adverse Effect.

4.2 Receivables.

(a) Certain Agreements on Receivables. Such Grantor will not make or agree to make any discount, credit, rebate or other reduction in the original amount owing on a Receivable or accept in satisfaction of a Receivable less than the original amount thereof, except that, so long as no Event of Default has occurred or is continuing, such Grantor may reduce the amount of Accounts arising from the sale of Inventory or performance of services in accordance with its present policies and in the ordinary course of business.

(b) Collection of Receivables. Except as otherwise provided in this Security Agreement, such Grantor will use commercially reasonable efforts to collect and enforce, at such Grantor's sole expense, all amounts due or hereafter due to such Grantor under the Receivables owned by it.

(c) Electronic Chattel Paper. Such Grantor shall take all steps reasonably requested by Collateral Agent to grant the Collateral Agent Control of all electronic chattel paper in accordance with the UCC and all "transferable records" as defined in each of the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Commerce Act.

4.3 Equipment.

(a) Maintenance of Equipment. Such Grantor will do all things necessary to maintain, preserve, protect and keep its Equipment in good repair and working and saleable condition, except for ordinary wear and tear in respect of the Equipment.

(b) Intentionally Omitted.

(c) Intentionally Omitted.

(d) Equipment. Such Grantor shall not permit any Equipment to become a fixture with respect to real property or to become an accession with respect to other personal property with respect to which real or personal property the Collateral Agent does not have a Lien. Such Grantor will not, without the Collateral Agent's prior written consent, alter or remove any identifying symbol or serial number on any of such Grantor's Equipment constituting Collateral.

(e) Titled Vehicles. Such Grantor will give the Collateral Agent notice of its acquisition of any vehicle(s) with a value in excess of \$100,000 (individually or in aggregate after the Effective Date) and covered by a certificate of title and deliver to the Collateral Agent, upon request, the original(s) of any vehicle title certificate(s) and provide and/or file all other documents or instruments reasonably requested by the Collateral Agent to have the Lien of the Collateral Agent noted on any such certificate(s) or with the appropriate state office(s).

4.4 Delivery of Instruments, Securities, Chattel Paper and Documents. Such Grantor will (a) deliver to the Collateral Agent immediately upon execution of this Security Agreement the originals of all Chattel Paper, Securities and Instruments constituting Term Priority Collateral (as defined in the Intercreditor Agreement) owned by it (if any then exist), (b) hold in trust for the Collateral Agent upon receipt and immediately thereafter deliver to the Collateral Agent any such Chattel Paper, Securities and Instruments constituting Term Priority Collateral, (c) upon the Collateral Agent's request, deliver to the Collateral Agent (and thereafter hold in trust for the Collateral Agent upon receipt and immediately deliver to the Collateral Agent) any Document evidencing or constituting Term Priority Collateral (as defined in the Intercreditor Agreement) and (d) promptly upon the Collateral Agent's request, deliver to the Collateral Agent a duly executed amendment to this Security Agreement, in the form of Exhibit I hereto (the "Amendment"), pursuant to which such Grantor will pledge such additional Collateral. Such Grantor hereby authorizes the Collateral Agent to attach each Amendment to this Security Agreement and agrees that all additional Collateral owned by it set forth in such Amendments shall be considered to be part of the Collateral.

4.5 Uncertificated Pledged Collateral. Such Grantor will permit the Collateral Agent from time to time to cause the appropriate issuers (and, if held with a securities intermediary, such securities intermediary) of uncertificated securities or other types of Pledged Collateral owned by it not represented by certificates to mark their books and records with the numbers and face amounts of all such uncertificated securities or other types of Pledged Collateral not represented by certificates and all rollovers and replacements therefor to reflect the Lien of the Collateral Agent granted pursuant to this Security Agreement. With respect to any Pledged Collateral owned by it, such Grantor will take any actions reasonably requested by the Collateral Agent and to the extent permitted by the Intercreditor Agreement to cause (a) the issuers of uncertificated securities which are Pledged Collateral and (b) any securities intermediary which is the holder of any such Pledged Collateral, to cause the Collateral Agent to have and retain Control over such Pledged Collateral. Without limiting the foregoing, upon request by the Collateral Agent and subject to the Intercreditor Agreement, such Grantor will, with respect to any such Pledged Collateral held with a securities intermediary, cause such securities intermediary to enter

into a control agreement with the Collateral Agent, in form and substance satisfactory to the Collateral Agent, giving the Collateral Agent Control.

4.6 Pledged Collateral.

(a) Changes in Capital Structure of Issuers. Such Grantor will not (i) permit or suffer any issuer of an Equity Interest constituting Pledged Collateral owned by it to dissolve, merge, liquidate, retire any of its Equity Interests or other Instruments or Securities evidencing ownership, reduce its capital, sell or encumber all or substantially all of its assets (except for Permitted Liens and sales of assets permitted pursuant to Section 4.1(d) and as otherwise permitted under the Financing Agreement) or merge or consolidate with any other entity, or (ii) vote any such Pledged Collateral in favor of any of the foregoing.

(b) Issuance of Additional Securities. Such Grantor will not permit or suffer the issuer of an Equity Interest constituting Pledged Collateral owned by it to issue additional Equity Interests, any right to receive the same or any right to receive earnings, except to such Grantor.

(c) [Intentionally Omitted].

(d) Exercise of Rights in Pledged Collateral.

(i) Without in any way limiting the foregoing and subject to clause (ii) below, such Grantor shall have the right to exercise all voting rights or other rights relating to the Pledged Collateral owned by it for all purposes not inconsistent with this Security Agreement, the Financing Agreement or any other Loan Document; *provided however, that* no vote or other right shall be exercised or action taken which would have the effect of impairing the rights of the Collateral Agent in respect of such Pledged Collateral.

(ii) Such Grantor will permit the Collateral Agent or its nominee at any time after the occurrence and during the continuance of an Event of Default, with one (1) Business Days' prior written notice to such Grantor, to exercise all voting rights or other rights relating to the Pledged Collateral owned by it, including, without limitation, exchange, subscription or any other rights, privileges, or options pertaining to any Equity Interest or Investment Property constituting such Pledged Collateral as if it were the absolute owner thereof.

(iii) Such Grantor shall be entitled to collect and receive for its own use all cash dividends and interest paid in respect of the Pledged Collateral owned by it to the extent not in violation of the Financing Agreement.

(e) Interests in Limited Liability Companies and Limited Partnerships. Each Grantor agrees that each of the ownership interests in a limited liability company or a limited partnership which are included within the Collateral owned by such Grantor constitutes a Security under Article 8 of the UCC of the applicable jurisdiction.

4.7 Intellectual Property.

(a) Such Grantor will use its commercially reasonable efforts to secure all consents and approvals reasonably requested by the Collateral Agent for the assignment to or benefit of the Collateral Agent of any License held by such Grantor and to enforce the security interests granted hereunder.

(b) Such Grantor shall notify the Collateral Agent immediately if it knows or has reason to know that any application or registration relating to any material Patent, Trademark or Copyright (now or hereafter existing) of any Grantor may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(c) In no event shall such Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving the Collateral Agent written notice thereof as soon as practicable thereafter, and, upon request of the Collateral Agent, such Grantor shall execute and deliver any and all security agreements as the Collateral Agent may request to evidence the Collateral Agent's first priority security interest on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby (subject to Liens permitted by Section 4.1(e) and the Intercreditor Agreement).

(d) Such Grantor shall take all commercially reasonable actions necessary in its reasonable business judgment to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of its registered Patents, Trademarks and Copyrights (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings, unless such Grantor shall reasonably determine that such Patent, Trademark or Copyright is not material to the conduct of such Grantor's business.

(e) Such Grantor shall, unless it shall reasonably determine that such Patent, Trademark or Copyright is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as it shall deem appropriate under the circumstances to protect such Patent, Trademark or Copyright. In the event that such Grantor institutes suit because any of its Patents, Trademarks or Copyrights constituting Collateral is infringed upon, or misappropriated or diluted by a third party, such Grantor shall comply with Section 4.8.

4.8 Commercial Tort Claims. Such Grantor shall promptly, and in any event within five (5) Business Days after the same is acquired by it, notify the Collateral Agent of any commercial tort claim (as defined in the UCC) acquired by it and, unless the Collateral Agent otherwise consents, such Grantor shall enter into an amendment to this Security Agreement, in the form of Exhibit I hereto, granting to Collateral Agent a first priority security interest in such commercial tort claim (subject to Liens permitted by Section 4.1(e) and the Intercreditor Agreement).

4.9 Letter-of-Credit Rights. If such Grantor is or becomes the beneficiary of a letter of credit, it shall promptly, and in any event within five (5) Business Days after becoming a beneficiary and subject in all respects to the Intercreditor Agreement, notify the Collateral Agent thereof and cause the

issuer and/or confirmation bank to (i) consent to the assignment of any Letter-of-Credit Rights to the Collateral Agent and (ii) agree to direct all payments thereunder to a Deposit Account subject to a Control Agreement, all in form and substance reasonably satisfactory to the Collateral Agent.

4.10 Federal, State or Municipal Claims. Such Grantor will promptly notify the Collateral Agent of any Collateral which constitutes a claim against the United States government or any state or local government or any instrumentality or agency thereof, the assignment of which claim is restricted by federal, state or municipal law.

4.11 No Interference. Such Grantor agrees that it will not interfere with any right, power and remedy of the Collateral Agent provided for in this Security Agreement or now or hereafter existing at law or in equity or by statute or otherwise, or the exercise or beginning of the exercise by the Collateral Agent of any one or more of such rights, powers or remedies.

4.12 Insurance. (a) In the event any Collateral is located in any area that has been designated by the Federal Emergency Management Agency as a "Special Flood Hazard Area", such Grantor shall purchase and maintain flood insurance on such Collateral (including any personal property which is located on any real property leased by such Loan Party within a "Special Flood Hazard Area"). The amount of flood insurance required by this Section shall be in an amount equal to the lesser of the total Commitment or the total replacement cost value of the improvements.

(b) All insurance policies required hereunder and under Section 7.01(h) of the Financing Agreement shall name the Collateral Agent (for the benefit of the Collateral Agent and the Lenders) as an additional insured or as lender loss payee, as applicable, and shall contain lender loss payable clauses or mortgagee clauses, through endorsements in form and substance satisfactory to the Collateral Agent, which provide that, subject to the terms and conditions of the Intercreditor Agreement: (i) all proceeds thereunder with respect to any Collateral shall be payable to the Collateral Agent; (ii) no such insurance shall be affected by any act or neglect of the insured or owner of the property described in such policy; and (iii) such policy and lender loss payable or mortgagee clauses may be canceled, amended, or terminated only upon at least thirty (30) days prior written notice given to the Collateral Agent.

(c) All premiums on any such insurance shall be paid when due by such Grantor, and, at Collateral Agent's request, copies of the policies delivered to the Collateral Agent. If such Grantor fails to obtain any insurance as required by this Section, the Collateral Agent may obtain such insurance at the Borrowers' expense. By purchasing such insurance, the Collateral Agent shall not be deemed to have waived any Default arising from the Grantor's failure to maintain such insurance or pay any premiums therefor.

4.13 Collateral Access Agreements. Upon reasonable request by the Collateral Agent, such Grantor shall use commercially reasonable efforts to obtain a Collateral Access Agreement, from the lessor of each leased property, mortgagee of owned property or bailee or consignee with respect to any warehouse, processor or converter facility or other location where Collateral is stored or located, which agreement or letter shall provide access rights, contain a waiver or subordination of all Liens or claims that the landlord, mortgagee, bailee or consignee may assert against the Collateral at that location, and shall otherwise be reasonably satisfactory in form and substance to the Collateral Agent. Such Grantor shall timely and fully pay and perform its obligations in all material respects under all leases and other agreements with respect to each leased location or third party warehouse where any Collateral is or may be located.

4.14 Control Agreements. Such Grantor will provide to the Collateral Agent promptly upon the Collateral Agent's request, a Control Agreement duly executed on behalf of each financial institution holding a deposit account (other than an Excluded Account) of such Grantor as set forth in this Security Agreement. The Collateral Agent may, in its sole discretion, defer delivery of any such Control Agreement and require such Grantor to open and maintain a new deposit account with a financial institution subject to a Control Agreement.

4.15 Change of Name or Location; Change of Fiscal Year. Such Grantor shall not (a) change its name as it appears in official filings in the state of its incorporation or organization, (b) change its chief executive office, principal place of business, mailing address, corporate offices or warehouses or locations at which Collateral is held or stored, or the location of its records concerning the Collateral as set forth in this Security Agreement, (c) change the type of entity that it is, (d) change its organization identification number, if any, issued by its state of incorporation or other organization, or (e) change its state of incorporation or organization, in each case, unless the Collateral Agent shall have received at least thirty (30) days prior written notice of such change and the Collateral Agent shall have acknowledged in writing that either (1) such change will not adversely affect the validity, perfection or priority of the Collateral Agent's security interest in the Collateral, or (2) any reasonable action requested by the Collateral Agent in connection therewith has been completed or taken (including any action to continue the perfection of any Liens in favor of the Collateral Agent, on behalf of the Secured Parties, in any Collateral), provided that, any new location shall be in the continental U.S. Such Grantor shall not change its fiscal year which currently ends on December 31.

ARTICLE V EVENTS OF DEFAULT AND REMEDIES

5.1 Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default hereunder:

(a) Any representation or warranty made by or on behalf of any Grantor under or in connection with this Security Agreement shall be materially false as of the date on which made.

(b) Any Grantor shall fail to observe or perform any of the terms or provisions of Article IV or Article VII.

(c) Any Grantor shall fail to observe or perform any of the terms or provisions of this Security Agreement (other than a breach which constitutes an Event of Default under any other Section of this Article V) and such failure shall continue unremedied for a period of ten (10) days after the earlier of knowledge of such breach or notice thereof from the Collateral Agent.

(d) The occurrence of any "Event of Default" under, and as defined in, the Financing Agreement.

5.2 Remedies.

(a) Upon the occurrence and during the continuation of an Event of Default, the Collateral Agent may exercise any or all of the following rights and remedies:

(i) those rights and remedies provided in this Security Agreement, the Financing Agreement, or any other Loan Document; provided that, this Section 5.2(a) shall not be understood to limit any rights or remedies

available to the Collateral Agent and the other Secured Parties prior to an Event of Default;

- (ii) those rights and remedies available to a secured party under the UCC (whether or not the UCC applies to the affected Collateral) or under any other applicable law (including, without limitation, any law governing the exercise of a bank's right of setoff or bankers' lien) when a debtor is in default under a security agreement;
- (iii) give notice of sole control or any other instruction under any Control Agreement or and other control agreement with any securities intermediary and take any action therein with respect to such Collateral;
- (iv) without notice (except as specifically provided in Section 8.1 or elsewhere herein), demand or advertisement of any kind to any Grantor or any other Person, enter the premises of any Grantor where any Collateral is located (through self-help and without judicial process) to collect, receive, assemble, process, appropriate, sell, lease, assign, grant an option or options to purchase or otherwise dispose of, deliver, or realize upon, the Collateral or any part thereof in one or more parcels at public or private sale or sales (which sales may be adjourned or continued from time to time with or without notice and may take place at any Grantor's premises or elsewhere), for cash, on credit or for future delivery without assumption of any credit risk, and upon such other terms as the Collateral Agent may deem commercially reasonable; and
- (v) upon one (1) Business Day's prior written notice to the applicable Grantor, transfer and register in its name or in the name of its nominee the whole or any part of the Pledged Collateral, exchange certificates or instruments representing or evidencing Pledged Collateral for certificates or instruments of smaller or larger denominations, exercise the voting and all other rights as a holder with respect thereto, to collect and receive all cash dividends, interest, principal and other distributions made thereon and to otherwise act with respect to the Pledged Collateral as though the Collateral Agent was the outright owner thereof.

(b) The Collateral Agent, on behalf of the Secured Parties, may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

(c) The Collateral Agent shall have the right upon any such public sale or sales and, to the extent permitted by law, upon any such private sale or sales, to purchase for the benefit of the Collateral Agent and the other Secured Parties, the whole or any part of the Collateral so sold, free of any right of equity redemption, which equity redemption the Grantor hereby expressly releases.

(d) Until the Collateral Agent is able to effect a sale, lease, or other disposition of Collateral, the Collateral Agent shall have the right to hold or use Collateral, or any part thereof, to the extent that it deems appropriate for the purpose of preserving Collateral or its value or for any other purpose deemed appropriate by the Collateral Agent. The Collateral Agent may, if it so elects, seek the appointment of a receiver or keeper to take possession of Collateral and to enforce any of the Collateral

Agent's remedies (for the benefit of the Collateral Agent and the other Secured Parties), with respect to such appointment without prior notice or hearing as to such appointment.

(e) [Reserved].

(f) Notwithstanding the foregoing, neither the Collateral Agent nor any other Secured Party shall be required to (i) make any demand upon, or pursue or exhaust any of its rights or remedies against, any Grantor, any other obligor, guarantor, pledgor or any other Person with respect to the payment of the Obligations or to pursue or exhaust any of its rights or remedies with respect to any Collateral therefor or any direct or indirect guarantee thereof, (ii) marshal the Collateral or any guarantee of the Obligations or to resort to the Collateral or any such guarantee in any particular order, or (iii) effect a public sale of any Collateral.

(g) Each Grantor recognizes that the Collateral Agent may be unable to effect a public sale of any or all the Pledged Collateral and may be compelled to resort to one or more private sales thereof in accordance with clause (a) above. Each Grantor also acknowledges that any private sale may result in prices and other terms less favorable to the seller than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall not be deemed to have been made in a commercially unreasonable manner solely by virtue of such sale being private. The Collateral Agent shall be under no obligation to delay a sale of any of the Pledged Collateral for the period of time necessary to permit any Grantor or the issuer of the Pledged Collateral to register such securities for public sale under the Securities Act of 1933, as amended, or under applicable state securities laws, even if the applicable Grantor and the issuer would agree to do so.

5.3 Grantor's Obligations Upon Default. Upon the request of the Collateral Agent after the occurrence and during the continuation of a Default, each Grantor will:

(a) assemble and make available to the Collateral Agent the Collateral and all books and records relating thereto at any place or places specified by the Collateral Agent, whether at such Grantor's premises or elsewhere;

(b) permit the Collateral Agent, by the Collateral Agent's representatives and agents, to enter, occupy and use any premises where all or any part of the Collateral, or the books and records relating thereto, or both, are located, to take possession of all or any part of the Collateral or the books and records relating thereto, or both, to remove all or any part of the Collateral or the books and records relating thereto, or both, and to conduct sales of the Collateral, without any obligation to pay the Grantor for such use and occupancy;

(c) furnish to the Collateral Agent, or cause an issuer of Pledged Collateral to furnish to the Collateral Agent, any information regarding the Pledged Collateral in such detail as the Collateral Agent may specify;

(d) take, or cause an issuer of Pledged Collateral to take, any and all actions necessary to register or qualify the Pledged Collateral to enable the Collateral Agent to consummate a public sale or other disposition of the Pledged Collateral; and

(e) at its own expense, cause the independent certified public accountants then engaged by each Grantor to prepare and deliver to the Collateral Agent and each Lender, at any time, and from time to time, promptly upon the Collateral Agent's request, the following reports with respect to the applicable Grantor: (i) a reconciliation of all Accounts; (ii) an aging of all Accounts; (iii) trial balances; and (iv) a test verification of such Accounts.

5.4 Grant of Intellectual Property License. For the purpose of enabling the Collateral Agent to exercise the rights and remedies under this Article V upon the occurrence and during the continuation of an Event of Default, each Grantor hereby (a) grants to the Collateral Agent, for the benefit of the Collateral Agent and the other Secured Parties, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to any Grantor) to use, license or sublicense any intellectual property rights now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof and (b) irrevocably agrees that the Collateral Agent may sell any of such Grantor's Inventory directly to any person, including without limitation persons who have previously purchased the Grantor's Inventory from such Grantor and in connection with any such sale or other enforcement of the Collateral Agent's rights under this Security Agreement, may sell Inventory which bears any Trademark owned by or licensed to such Grantor and any Inventory that is covered by any Copyright owned by or licensed to such Grantor and the Collateral Agent may finish any work in process and affix any Trademark owned by or licensed to such Grantor and sell such Inventory as provided herein.

ARTICLE VI ACCOUNT VERIFICATION; ATTORNEY IN FACT; PROXY

6.1 Account Verification. The Collateral Agent may at any time, in the Collateral Agent's own name, in the name of a nominee of the Collateral Agent, or in the name of any Grantor communicate (by mail, telephone, facsimile or otherwise) with the Account Debtors of any such Grantor, parties to contracts with any such Grantor and obligors in respect of Instruments of any such Grantor to verify with such Persons, to the Collateral Agent's satisfaction, the existence, amount, terms of, and any other matter relating to, Accounts, Instruments, Chattel Paper, payment intangibles and/or other Receivables.

6.2 Authorization for Collateral Agent to Take Certain Action.

(a) Each Grantor irrevocably authorizes the Collateral Agent at any time and from time to time in the sole discretion of the Collateral Agent and appoints the Collateral Agent as its attorney in fact (i) to execute on behalf of such Grantor as debtor and to file financing statements necessary or desirable in the Collateral Agent's sole discretion to perfect and to maintain the perfection and priority of the Collateral Agent's security interest in the Collateral, (ii) to endorse and collect any cash proceeds of the Collateral, (iii) to file a carbon, photographic or other reproduction of this Security Agreement or any financing statement with respect to the Collateral as a financing statement and to file any other financing statement or amendment of a financing statement (which does not add new collateral or add a debtor) in such offices as the Collateral Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Collateral Agent's security interest in the Collateral, (iv) to contact and enter into one or more agreements with the issuers of uncertificated securities which are Pledged Collateral or with securities intermediaries holding Pledged Collateral as may be necessary or advisable to give the Collateral Agent Control over such Pledged Collateral, (v) to apply the proceeds of any Collateral received by the Collateral Agent to the Obligations, (vi) to discharge past due taxes, assessments, charges, fees or Liens on the Collateral (except for such Liens that are Permitted Liens), (vii) to contact Account Debtors for any reason, (viii) to demand payment or enforce payment of the Receivables in the name of the Collateral Agent or such Grantor and to endorse any and all checks, drafts, and other instruments for the payment of money relating to the Receivables, (ix) to sign such Grantor's name on any invoice or bill of lading relating to the Receivables, drafts against any Account Debtor of the Grantor, assignments and verifications of Receivables, (x) to exercise all of such Grantor's rights and remedies with respect to the collection of the Receivables and any other Collateral, (xi) to settle, adjust, compromise, extend or renew the Receivables, (xii) to settle, adjust or compromise any legal proceedings brought to collect Receivables, (xiii) to prepare, file and sign such Grantor's name on a proof of claim in

bankruptcy or similar document against any Account Debtor of such Grantor, (xiv) to prepare, file and sign such Grantor's name on any notice of Lien, assignment or satisfaction of Lien or similar document in connection with the Receivables, (xv) to change the address for delivery of mail addressed to such Grantor to such address as the Collateral Agent may designate and to receive, open and dispose of all mail addressed to such Grantor, and (xvi) to do all other acts and things necessary to carry out this Security Agreement; and such Grantor agrees to reimburse the Collateral Agent on demand for any payment made or any expense incurred by the Collateral Agent in connection with any of the foregoing; provided that, this authorization shall not relieve such Grantor of any of its obligations under this Security Agreement or under the Financing Agreement.

(b) All acts of said attorney or designee in accordance with the terms and conditions hereof are hereby ratified and approved. The powers conferred on the Collateral Agent, for the benefit of the Collateral Agent and the other Secured Parties, under this Section 6.2 are solely to protect the Collateral Agent's interests in the Collateral and shall not impose any duty upon the Collateral Agent or any other Secured Party to exercise any such powers. The Collateral Agent agrees that, except for the powers granted in Section 6.2(a)(i)-(vi) and Section 6.2(a)(xvi), it shall not exercise any power or authority granted to it unless an Event of Default has occurred and is continuing.

6.3 Proxy. EACH GRANTOR HEREBY IRREVOCABLY CONSTITUTES AND APPOINTS THE COLLATERAL AGENT AS ITS PROXY AND ATTORNEY IN FACT (AS SET FORTH IN SECTION 6.2 ABOVE) WITH RESPECT TO ITS PLEDGED COLLATERAL, INCLUDING DURING THE EXISTENCE OF AN EVENT OF DEFAULT, THE RIGHT TO VOTE ANY OF THE PLEDGED COLLATERAL, WITH FULL POWER OF SUBSTITUTION TO DO SO. IN ADDITION TO THE RIGHT TO VOTE ANY OF THE PLEDGED COLLATERAL, THE APPOINTMENT OF THE COLLATERAL AGENT AS PROXY AND ATTORNEY-IN-FACT SHALL INCLUDE, DURING THE EXISTENCE OF AN EVENT OF DEFAULT, THE RIGHT TO EXERCISE ALL OTHER RIGHTS, POWERS, PRIVILEGES AND REMEDIES TO WHICH A HOLDER OF ANY OF THE PLEDGED COLLATERAL WOULD BE ENTITLED (INCLUDING GIVING OR WITHHOLDING WRITTEN CONSENTS OF SHAREHOLDERS, CALLING SPECIAL MEETINGS OF SHAREHOLDERS AND VOTING AT SUCH MEETINGS).

6.4 Nature of Appointment; Limitation of Duty. THE APPOINTMENT OF THE COLLATERAL AGENT AS PROXY AND ATTORNEY-IN-FACT IN THIS ARTICLE VI IS COUPLED WITH AN INTEREST AND SHALL BE IRREVOCABLE UNTIL THE DATE ON WHICH THIS SECURITY AGREEMENT IS TERMINATED IN ACCORDANCE WITH SECTION 8.14. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, NONE OF THE COLLATERAL AGENT, ANY LENDER, ANY OTHER SECURED PARTY, ANY OF THEIR AFFILIATES, OR ANY OF THEIR OR THEIR AFFILIATES' RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL HAVE ANY DUTY TO EXERCISE ANY RIGHT OR POWER GRANTED HEREUNDER OR OTHERWISE OR TO PRESERVE THE SAME AND SHALL NOT BE LIABLE FOR ANY FAILURE TO DO SO OR FOR ANY DELAY IN DOING SO, EXCEPT IN RESPECT OF DAMAGES ATTRIBUTABLE SOLELY TO ITS OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AS FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION; PROVIDED THAT, IN NO EVENT SHALL THEY BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES.

ARTICLE VII REINVESTMENT FUNDS ACCOUNT

7.1 Reinvestment Funds Account. Subject to the terms, conditions and provisions of the Intercreditor Agreement, promptly upon and at all times after the receipt by any Grantor of all Net Cash

Proceeds from Dispositions or Extraordinary Receipts which are required to be applied to the repayment of Obligations in accordance with the terms of Section 2.05(c) of the Financing Agreement (including Extraordinary Receipts that are received from time to time by the Collateral Agent in respect of which the Collateral Agent is an insured party and loss payee) which have not yet been applied to the Obligations and are not required to be applied, pursuant to the Intercreditor Agreement to the ABL Priority Collateral (as defined in the Intercreditor Agreement) (such Net Cash Proceeds, "Reinvestment Funds"), such Grantor shall deposit all Reinvestment Funds in a segregated account, to be established promptly but in any event within ninety (90) days following the Effective Date (or such later date agreed to by the Collateral Agent), with the Collateral Agent (the "Reinvestment Funds Account") to be held as security for the Obligations at First National Bank Texas or another bank or other financial institution in the United States as such Grantor and the Collateral Agent may agree, each in its reasonable discretion. The Reinvestment Funds Account shall at all times be subject to an account control agreement under the sole control of the Collateral Agent. Each Grantor hereby agrees to cause all Reinvestment Funds, received from time to time after the establishment of the Reinvestment Funds Account to be promptly (but in any event within five (5) Business Days of receipt thereof (or such later date agreed to by the Collateral Agent)) deposited therein. Any income received with respect to the balance from time to time standing to the credit of the Reinvestment Funds Account, including any interest or capital gains on investments in Cash Equivalents ("Liquid Investments"), shall remain, or be deposited, in the Reinvestment Funds Account. All right, title and interest in and to the cash amounts on deposit from time to time in the Reinvestment Funds Account together with any Liquid Investments or any other property or assets from time to time deposited in or credit to the Reinvestment Funds Account shall continue part of the Collateral hereunder and shall not constitute payment of the Obligations until applied thereto as hereinafter provided. Reinvestment Funds shall only be released from the Reinvestment Funds Account if and when used for the applicable reinvestment, repair, restoration or replacement in accordance with Section 2.05(c)(vi) of the Financing Agreement. To the extent that the Borrowers have not reinvested or otherwise applied such Net Cash Proceeds within the time periods specified in the Financing Agreement, the Borrowers shall apply to repayment of the Loans those amounts on deposit in the Reinvestment Funds Account which are required to be applied to the repayment of the Loans in accordance with the terms of the Financing Agreement. The Grantors shall remain liable, jointly and severally, for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all Obligations, including any attorneys' fees and other expenses incurred by Collateral Agent or any other Secured Party to collect such deficiency.

ARTICLE VIII GENERAL PROVISIONS

8.1 Waivers. Each Grantor hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if sent to the Grantors, addressed as set forth in Article IX, at least ten days prior to (i) the date of any such public sale or (ii) the time after which any such private sale or other disposition may be made. To the maximum extent permitted by applicable law, each Grantor waives all claims, damages, and demands against the Collateral Agent or any other Secured Party arising out of the repossession, retention or sale of the Collateral, except such as arise solely out of the gross negligence or willful misconduct of the Collateral Agent or such other Secured Party as finally determined by a court of competent jurisdiction. To the extent it may lawfully do so, each Grantor absolutely and irrevocably waives and relinquishes the benefit and advantage of, and covenants not to assert against the Collateral Agent or any other Secured Party, any valuation, stay, appraisal, extension, moratorium, redemption or similar laws and any and all rights or defenses it may have as a surety now or hereafter existing which, but for this provision, might be applicable to the sale of any Collateral made under the judgment, order or decree of any court, or privately under the power of sale conferred by this Security Agreement, or otherwise.

Except as otherwise specifically provided herein, each Grantor hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Security Agreement or any Collateral.

8.2 Limitation on Collateral Agent's and Other Secured Parties' Duty with Respect to the Collateral. The Collateral Agent shall have no obligation to clean-up or otherwise prepare the Collateral for sale. The Collateral Agent and each other Secured Party shall use reasonable care with respect to the Collateral in its possession or under its control. Neither the Collateral Agent nor any other Secured Party shall have any other duty as to any Collateral in its possession or control or in the possession or control of any agent or nominee of the Collateral Agent or such other Secured Party, or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto. To the extent that applicable law imposes duties on the Collateral Agent to exercise remedies in a commercially reasonable manner, each Grantor acknowledges and agrees that it is commercially reasonable for the Collateral Agent (i) to fail to incur expenses deemed significant by the Collateral Agent to prepare Collateral for disposition or otherwise to transform raw material or work in process into finished goods or other finished products for disposition, (ii) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (iii) to fail to exercise collection remedies against Account Debtors or other Persons obligated on Collateral or to remove Liens on or any adverse claims against Collateral, (iv) to exercise collection remedies against Account Debtors and other Persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (v) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (vi) to contact other Persons, whether or not in the same business as such Grantor, for expressions of interest in acquiring all or any portion of the Collateral, (vii) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the Collateral is of a specialized nature, (viii) to dispose of Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets, (ix) to dispose of assets in wholesale rather than retail markets, (x) to disclaim disposition warranties, such as title, possession or quiet enjoyment, (xi) to purchase insurance or credit enhancements to insure the Collateral Agent against risks of loss, collection or disposition of Collateral or to provide to the Collateral Agent a guaranteed return from the collection or disposition of Collateral, or (xii) to the extent deemed appropriate by the Collateral Agent, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Collateral Agent in the collection or disposition of any of the Collateral. Each Grantor acknowledges that the purpose of this Section 8.2 is to provide non-exhaustive indications of what actions or omissions by the Collateral Agent would be commercially reasonable in the Collateral Agent's exercise of remedies against the Collateral and that other actions or omissions by the Collateral Agent shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 8.2. Without limitation upon the foregoing, nothing contained in this Section 8.2 shall be construed to grant any rights to any Grantor or to impose any duties on the Collateral Agent that would not have been granted or imposed by this Security Agreement or by applicable law in the absence of this Section 8.2.

8.3 Compromises and Collection of Collateral. The Grantors and the Collateral Agent recognize that setoffs, counterclaims, defenses and other claims may be asserted by obligors with respect to certain of the Receivables, that certain of the Receivables may be or become uncollectible in whole or in part and that the expense and probability of success in litigating a disputed Receivable may exceed the amount that reasonably may be expected to be recovered with respect to a Receivable. In view of the foregoing, each Grantor agrees that the Collateral Agent may at any time and from time to time, if an Event of Default has occurred and is continuing, compromise with the obligor on any Receivable, accept in full payment of any Receivable such amount as the Collateral Agent in its sole discretion shall determine or abandon any Receivable, and any such action by the Collateral Agent shall be commercially

reasonable so long as the Collateral Agent acts in good faith based on information known to it at the time it takes any such action.

8.4 Secured Party Performance of Debtor Obligations. Without having any obligation to do so, the Collateral Agent may perform or pay any obligation which any Grantor has agreed to perform or pay in this Security Agreement and the Grantors shall reimburse the Collateral Agent for any amounts paid by the Collateral Agent pursuant to this Section 8.4. The Grantors' obligation to reimburse the Collateral Agent pursuant to the preceding sentence shall be an Obligation payable on demand.

8.5 Specific Performance of Certain Covenants. Each Grantor acknowledges and agrees that a breach of any of the covenants contained in Sections 4.1(d), 4.1(e), 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 4.10, 4.12, 4.13, 4.14, 4.15, 5.3, or 8.7 or in Article VII will cause irreparable injury to the Collateral Agent and the other Secured Parties, that the Collateral Agent and the other Secured Parties have no adequate remedy at law in respect of such breaches and therefore agrees, without limiting the right of the Collateral Agent or the other Secured Parties to seek and obtain specific performance of other obligations of the Grantors contained in this Security Agreement, that the covenants of the Grantors contained in the Sections referred to in this Section 8.5 shall be specifically enforceable against the Grantors.

8.6 Dispositions Not Authorized. No Grantor is authorized to sell or otherwise dispose of the Collateral except as set forth in Section 4.1(d) and notwithstanding any course of dealing between any Grantor and the Collateral Agent or other conduct of the Collateral Agent, no authorization to sell or otherwise dispose of the Collateral (except as set forth in Section 4.1(d)) shall be binding upon the Collateral Agent or the other Secured Parties unless such authorization is in writing signed by the Collateral Agent with the consent or at the direction of the Required Lenders.

8.7 No Waiver; Amendments; Cumulative Remedies. No delay or omission of the Collateral Agent or any other Secured Party to exercise any right or remedy granted under this Security Agreement shall impair such right or remedy or be construed to be a waiver of any Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver, amendment or other variation of the terms, conditions or provisions of this Security Agreement whatsoever shall be valid unless in writing signed by the Collateral Agent with the concurrence or at the direction of the Lenders required under Section 12.02 of the Financing Agreement and then only to the extent in such writing specifically set forth. All rights and remedies contained in this Security Agreement or by law afforded shall be cumulative and all shall be available to the Collateral Agent and the other Secured Parties until the Obligations have been paid in full.

8.8 Limitation by Law; Severability of Provisions. All rights, remedies and powers provided in this Security Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Security Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Security Agreement invalid, unenforceable or not entitled to be recorded or registered, in whole or in part. Any provision in this Security Agreement that is held to be inoperative, unenforceable, or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable, or invalid without affecting the remaining provisions in that jurisdiction or the operation, enforceability, or validity of that provision in any other jurisdiction, and to this end the provisions of this Security Agreement are declared to be severable.

8.9 Reinstatement. This Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any

creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof (including a payment effected through exercise of a right of setoff), is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise (including pursuant to any settlement entered into by a Secured Party in its discretion), all as though such payment or performance had not been made. In the event that any payment, or any part thereof (including a payment effected through exercise of a right of setoff), is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

8.10 Benefit of Agreement. The terms and provisions of this Security Agreement shall be binding upon and inure to the benefit of the Grantors, the Collateral Agent and the other Secured Parties and their respective successors and assigns (including all persons who become bound as a debtor to this Security Agreement), except that no Grantor shall have the right to assign its rights or delegate its obligations under this Security Agreement or any interest herein, without the prior written consent of the Collateral Agent. No sales of participations, assignments, transfers, or other dispositions of any agreement governing the Obligations or any portion thereof or interest therein shall in any manner impair the Lien granted to the Collateral Agent, for the benefit of the Collateral Agent and the other Secured Parties, hereunder.

8.11 Survival of Representations. All representations and warranties of the Grantors contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

8.12 Taxes and Expenses. Any taxes (including income taxes) payable or ruled payable by Federal or State authority in respect of this Security Agreement shall be paid by the Grantors, together with interest and penalties, if any. The Grantors shall reimburse the Collateral Agent for any and all out of pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Collateral Agent) paid or incurred by the Collateral Agent in connection with the preparation, execution, delivery, administration, collection and enforcement of this Security Agreement and in the audit, analysis, administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral). Any and all costs and expenses incurred by the Grantors in the performance of actions required pursuant to the terms hereof shall be borne solely by the Grantors.

8.13 Headings. The title of and section headings in this Security Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Security Agreement.

8.14 Termination. This Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Obligations outstanding) until (i) the Financing Agreement has terminated pursuant to its express terms and (ii) all of the Obligations have been indefeasibly paid and performed in full other than contingent indemnification obligations as to which no claim has been made and no commitments of the Collateral Agent or the other Secured Parties which would give rise to any Obligations are outstanding.

8.15 Entire Agreement. This Security Agreement embodies the entire agreement and understanding between the Grantors and the Collateral Agent relating to the Collateral and supersedes all prior agreements and understandings between the Grantors and the Collateral Agent relating to the Collateral.

8.16 **CHOICE OF LAW.** THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

8.17 **CONSENT TO JURISDICTION.** EACH GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN NEW YORK, NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT AND EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE COLLATERAL AGENT OR ANY LENDER TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION.

8.18 **WAIVER OF JURY TRIAL.** EACH GRANTOR, THE COLLATERAL AGENT AND EACH LENDER HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

8.19 **Indemnity.** Each Grantor hereby agrees to indemnify the Collateral Agent and the other Secured Parties, and their respective successors, assigns, agents and employees, from and against any and all liabilities, damages, penalties, suits, fees, costs, and expenses of any kind and nature (including, without limitation, all expenses of litigation or preparation therefor whether or not the Collateral Agent or any other Secured Party is a party thereto) imposed on, incurred by or asserted against the Collateral Agent or the other Secured Parties, or their respective successors, assigns, agents and employees, in any way relating to or arising out of this Security Agreement, or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (including, without limitation, latent and other defects, whether or not discoverable by the Collateral Agent or the other Secured Parties or any Grantor, and any claim for Patent, Trademark or Copyright infringement), except to the extent any such liabilities, damages, penalties, suits, fees, costs and expenses arise solely out of the gross negligence or willful misconduct of the Collateral Agent or such other Secured Party as finally determined by a court of competent jurisdiction.

8.20 **Counterparts.** This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Security Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Security Agreement.

8.21 **Intercreditor Agreement.** Each of the parties hereto acknowledges and agrees that its rights and obligations hereunder are at all times subject to the terms and conditions of the Intercreditor

Agreement (including, without limitation, as to the priority of the Collateral Agent's Liens on the Collateral).

**ARTICLE IX
NOTICES**

9.1 Sending Notices. Any notice required or permitted to be given under this Security Agreement shall be sent in accordance with Section 12.01 of the Financing Agreement; provided that notices to the Grantor shall be sent to the Grantor at its mailing address set forth in Exhibit A hereto.

9.2 Change in Address for Notices. Each of the Grantors, the Collateral Agent and the Lenders may change the address for service of notice upon it by a notice in writing to the other parties.

**ARTICLE X
THE COLLATERAL AGENT**

10.1 Collateral Agent. BSP Agency, LLC has been appointed Collateral Agent for the other Secured Parties hereunder pursuant to Article X of the Financing Agreement. It is expressly understood and agreed by the parties to this Security Agreement that any authority conferred upon the Collateral Agent hereunder is subject to the terms of the delegation of authority made by the Secured Parties to the Collateral Agent pursuant to the Financing Agreement, and that the Collateral Agent has agreed to act (and any successor Collateral Agent shall act) as such hereunder only on the express conditions contained in such Article X. Any successor Collateral Agent appointed pursuant to Article X of the Financing Agreement shall be entitled to all the rights, interests and benefits of the Collateral Agent hereunder.

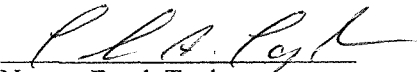
[Signature Page Follows]

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have executed this Security Agreement as of the date first above written.

GRANTORS:

GC SERVICES LIMITED PARTNERSHIP, a
Delaware limited partnership

By: **ORG GC GP Buyer, LLC**, a Delaware limited
liability company, its general partner

By 
Name: Frank Taylor
Title: President and Chief Executive
Officer

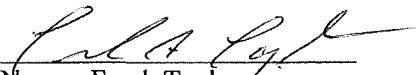
GC SERVICES INTERNATIONAL, LLC, a
Delaware limited liability company

ORG GC HOLDINGS, LLC, a Delaware limited
liability company

ORG GC MIDCO, LLC, a Delaware limited liability
company

ORG GC GP BUYER, LLC, a Delaware limited
liability company

ORG GC LP BUYER, LLC, a Delaware limited
liability company

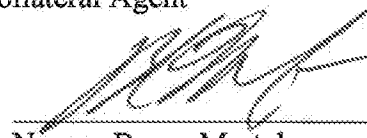
By 
Name: Frank Taylor
Title: President and Chief Executive Officer

[continued on next page]

COLLATERAL AGENT:

BSP AGENCY, LLC,
as Collateral Agent

By



Name: Bryan Martoken
Title: CFO

EXHIBIT A

(See Sections 3.2, 3.3, 3.4, 3.9 and 9.1 of Security Agreement)

NOTICE ADDRESS FOR ALL GRANTORS

As provided in Section 12.01 of the Financing Agreement

INFORMATION AND COLLATERAL LOCATIONS OF ORG GC HOLDINGS, LLC

- I. **Name of Grantor:** ORG GC Holdings, LLC
- II. **State of Incorporation or Organization:** Delaware
- III. **Type of Entity:** Limited Liability Company
- IV. **Organizational Number assigned by State of Incorporation or Organization:** 5882519
- V. **Federal Identification Number:** 35-2546560
- VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**

c/o Owner Resource Group, LLC
221 West 6th Street, Suite 2000
Austin, Texas 78701

VII. Locations of Collateral:

(a) Properties Owned by the Grantor:

None

(b) Properties Leased by the Grantor (Include Landlord's Name):

None

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):

None

INFORMATION AND COLLATERAL LOCATIONS OF ORG GC MIDCO, LLC

- I. **Name of Grantor:** ORG GC Midco, LLC
- II. **State of Incorporation or Organization:** Delaware
- III. **Type of Entity:** Limited Liability Company
- IV. **Organizational Number assigned by State of Incorporation or Organization:** 5895304
- V. **Federal Identification Number:** 81-0741740
- VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address:**

6330 Gulfton Street
Houston, Texas 77081
Attention: Chief Financial Officer

VII. **Locations of Collateral:**

(a) Properties Owned by the Grantor:

None

(b) Properties Leased by the Grantor (Include Landlord's Name):

None

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):

None

INFORMATION AND COLLATERAL LOCATIONS OF ORG GC GP BUYER, LLC

- I. **Name of Grantor:** ORG GC GP Buyer, LLC
- II. **State of Incorporation or Organization:** Delaware
- III. **Type of Entity:** Limited Liability Company
- IV. **Organizational Number assigned by State of Incorporation or Organization:** 5895309
- V. **Federal Identification Number:** 81-0741740 (for current tax reporting purposes) and 38-3985443 (as originally issued)
- VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address:**

6330 Gulfton Street
Houston, Texas 77081
Attention: Chief Financial Officer

VII. **Locations of Collateral:**

Properties Owned by the Grantor:

None

Properties Leased by the Grantor (Include Landlord's Name):

None

Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):

None

INFORMATION AND COLLATERAL LOCATIONS OF ORG GC LP BUYER, LLC

- I. **Name of Grantor:** ORG GC LP Buyer, LLC
- II. **State of Incorporation or Organization:** Delaware
- III. **Type of Entity:** Limited Liability Company
- IV. **Organizational Number assigned by State of Incorporation or Organization:** 5895314
- V. **Federal Identification Number:** 81-0741740 (for current tax reporting purposes) and 36-4823434 (as originally issued)
- VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address:**

6330 Gulfton Street
Houston, Texas 77081
Attention: Chief Financial Officer

VII. **Locations of Collateral:**

Properties Owned by the Grantor:

None

Properties Leased by the Grantor (Include Landlord's Name):

None

Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):

None

INFORMATION AND COLLATERAL LOCATIONS OF GC SERVICES INTERNATIONAL LLC

- I. **Name of Grantor:** GC SERVICES INTERNATIONAL LLC
- II. **State of Incorporation or Organization:** Delaware
- III. **Type of Entity:** Limited Liability Company
- IV. **Organizational Number assigned by State of Incorporation or Organization:** 4882443
- V. **Federal Identification Number:** 81-0741740 (for current tax reporting purposes) and 27-3659224 (as originally issued)
- VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**

6330 Gulfton Street
Houston, Texas 77081
Attention: Chief Financial Officer

VII. **Locations of Collateral:**

Properties Owned by the Grantor:

None

Properties Leased by the Grantor (Include Landlord's Name):

Fourth Floor, Ortigas Building
Ortigas Avenue, Pasig City, Manila, Philippines 1605
Landlord: Anthem Solutions, LLC

Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):

None

INFORMATION AND COLLATERAL LOCATIONS OF GC SERVICES LIMITED PARTNERSHIP

- I. **Name of Grantor:** GC SERVICES LIMITED PARTNERSHIP
- II. **State of Incorporation or Organization:** Delaware
- III. **Type of Entity:** Limited Partnership
- IV. **Organizational Number assigned by State of Incorporation or Organization:** 2103314
- V. **Federal Identification Number:** 81-0741740 (for current tax reporting purposes) and 76-0199626 (as originally issued)
- VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**

6330 Gulfton Street
 Houston, Texas 77081
 Attention: Chief Financial Officer

VII. **Locations of Collateral:**

Properties Owned by the Grantor:

6330 Gulfton Street
 Houston, Texas 77081

Properties Leased by the Grantor (Include Landlord's Name):

	Property Address & Description of Lease Agreement	Expiration Date	Square Feet
1	4777 & 4729 Hilton Corporate Dr., Columbus, OH 43232 Lease by and between LM Phase I Limited Partnership ("Landlord") and GCSLP dated January 6, 1997, as affected by: Lease Modification Agreement by and between Landlord and GCSLP dated March 31, 2002; Second Lease Modification Agreement by and between Landlord and GCSLP dated July 29, 2004; Third Lease Modification Agreement by and between Landlord and GCSLP dated March 11, 2005; Fourth Lease Modification Agreement by and between Landlord and GCSLP dated March 27, 2006; Phase VI Expansion Work Letter by and between Landlord and GCSLP dated March 27, 2006; Fifth Lease Modification Agreement by and between Landlord and GCSLP dated January 24, 2011; Lease Modification Agreement by and between Landlord and GCSLP dated January 27, 2014; and Expansion Work Letter by and between Landlord and GCSLP dated January 27, 2014	06/30/19	29,309
2	332 & 226 Town Square, W. Hwy 190, Copperas Cove, TX 76522 Shopping Center Lease by and between Royal Town Plaza Investment	10/31/20	25,165

	Property Address & Description of Lease Agreement	Expiration Date	Square Feet
	Company Limited (“Original Landlord”) and GCSLP dated November 14, 1997, as affected by: Agreement to Extend Lease by and between Original Landlord and GCSLP dated June 14, 2002; Amendment 1 by and between Original Landlord and GCSLP dated April 20, 2005; Amendment 2 by and between Crosstowne, Ltd (“Current Landlord”) and GCSLP dated March 24, 2010; and Amendment 3 by and between Current Landlord and GCSLP dated February 16, 2015		
3	366 Town Square, W. Hwy 190, Copperas Cove, TX 76522 Lease Agreement by and between Crosstowne, Ltd (“Landlord”) and GCSLP dated May 7, 2007, as affected by: Amendment 1 by and between Landlord and GCSLP dated March 24, 2010; and Amendment 2 by and between Landlord and GCSLP dated February 16, 2015	10/31/20	9,600
4	560 & 602 Town Square, W. Hwy 190, Copperas Cove, TX 76522 Shopping Center Lease by and between Royal Town Plaza Investment Company Limited and GCSLP dated June 14, 2002, as affected by: Amendment 1 by and between Crosstowne, Ltd (“Landlord”) and GCSLP dated April 20, 2005; Amendment 2 by and between Landlord and GCSLP dated October 23, 2006; Amendment 3 by and between Landlord and GCSLP dated March 24, 2010; and Amendment 4 by and between Landlord and GCSLP dated February 16, 2015	10/31/20	10,780
5	414/420 & 424 Town Square, W. Hwy 190, Copperas Cove, TX 76522 Letter Agreement by and between Royal Town Plaza Investment Company, LTD and GCSLP dated August 18, 2003; Amendment 1 by and between Crosstowne, Ltd (“Landlord”) and GCSLP dated May 16, 2005; Amendment 2 by and between Landlord and GCSLP dated March 3, 2006; Amendment 3 by and between Landlord and GCSLP dated March 24, 2010; Amendment 4 by and between Landlord and GCSLP dated September 28, 2010; Amendment 5 by and between Landlord and GCSLP dated February 16, 2015	10/31/20	4,690
6	542 Town Square, W. Hwy 190, Copperas Cove, TX 76522 Shopping Center Lease by and between Royal Town Plaza Investment Company Limited and GCSLP dated August 11, 2003, as affected by: Amendment 1 by and between Crosstowne, Ltd (“Landlord”) and GCSLP dated April 20, 2005; Amendment 2 by and between Landlord and GCSLP dated March 24, 2010; and Amendment 3 by and between Landlord and GCSLP dated February 16, 2015	10/31/20	7,335
7	218 Town Square, W. Hwy 190, Copperas Cove, TX 76522 Shopping Center Lease by and between Town Square Copperas Cove, LLC and GCSLP dated September 14, 2016	Month to Month	1,000

	Property Address & Description of Lease Agreement	Expiration Date	Square Feet
8	440 Airport Rd, Suite C, Elgin, IL 60123 Lease by and between River Ridge Business Center, L.L.C., d/b/a Life Storage Centers, LLC ("Landlord") and GCSLP dated August 22, 2006, as affected by: First Amendment to Industrial Lease by and between Landlord and GCSLP dated October __, 2011; and Amendment 2 by and between Landlord and GCSLP dated December __, 2016	06/30/22	12,930
9	1570 Lionel Dr., Suites 100 & 200, El Paso, TX 79936 Lease Agreement by and between Burnham Properties, LTD ("Landlord") and GCSLP dated December 29, 2004, as affected by: Lease Amendment by and between Landlord and GCSLP dated August 22, 2005; Lease Extension Agreement by and between Landlord and GCSLP dated November 30, 2009; and Second Lease Extension Agreement by and between Landlord and GCSLP dated January 10, 2015	03/31/20	30,000
10	1551 Lionel Dr., El Paso, TX 79936 Lease Agreement by and between Burnham Properties, LTD ("Landlord") and GCSLP dated January 20, 2017	Month to Month	20 Parking Spaces
11	1323 N. Lee Trevino Dr., Suites 100/200 & 300, El Paso, TX 79936 Trevino Mall Lease Agreement by and between the Scot Properties, Ltd ("Landlord") and GCSLP dated February 28, 2006, as affected by: Addendum to Trevino Mall Lease Agreement by and between the Landlord and GCSLP dated April __, 2006; Trevino Mall Lease Extension Agreement by and between Landlord and GCSLP dated January 7, 2011; and Lease Extension Agreement by and between Landlord and GCSLP dated March 2, 2016	06/30/21	41,774
12	11216 Armour Drive, Suite 100/200, El Paso, TX 79935 Lease Agreement by and between Texzona Industries, LTD ("Landlord") and GCSLP dated October 5, 2006, as affected by: Lease Amendment Agreement by and between Landlord and GCSLP dated June 13, 2007; Lease Extension Agreement by and between Burnham Properties, Ltd ("Original Landlord") and GCSLP dated May 31, 2011; Second Lease Extension by and between Landlord and GCSLP dated January 10, 2015; and First Amendment to Second Lease Extension Agreement by and between Landlord and GCSLP dated September 25, 2015	12/31/21	30,000
13	16 Concord St., Suites A/D & E, El Paso, TX 79906 Lease Agreement by and between Robert R. Marble, Trustee of the Robert E. Marble Trust and GCSLP dated December 12, 2006, as affected by: First Amendment to Lease Agreement by and between Landlord and GCSLP dated February 12, 2007; Amendment No. 2 to	08/31/18	36,469

	Property Address & Description of Lease Agreement	Expiration Date	Square Feet
	Lease Agreement by and between Landlord and GCSLP dated August 15, 2011; Third Amendment by and between Landlord and GCSLP dated April 1, 2013; and Fourth Amendment to Lease by and between Landlord and GCSLP dated October 1, 2015		
14	205 East University, Suite 152, Georgetown, TX 78626 Commercial License Agreement by and between 1105 Church Street, L.P. ("Landlord") and GC Services, TX LP dated June 16, 2015, as affected by: First Amendment to Lease Agreement by and between Landlord and GCSLP dated July 26, 2016	08/30/17	120
15	871 Coronado Center Drive, Suite 248, Henderson, NV 89052 Online Renewal Agreement by and between Regus Management Group, LLC and GC Services dated May 10, 2017	08/31/18	120
16	7 Riverway #903, Houston, TX 77056 Apartment Lease Contract by and among MCP 7 Riverway, LLC, Frank Taylor and GC Services dated May 10, 2016	01/31/18	
17	4210 and 4220 Terrace Ave., Building 6, Huntington, WV 25705 Lease Agreement by and between H.R. Denning and C.S. Denning ("Landlord") and GCSLP dated December __, 1997, as affected by: Lease Amendment Agreement by and between Landlord and GCSLP dated April 16, 1998; Lease Renewal Agreement by and between Landlord and GCSLP dated June 1, 2002; Lease Renewal Agreement by and between KMB Holdings, Inc ("New Landlord") and GCSLP February 16, 2013; and Lease Amendment Agreement by and between New Landlord and GCSLP dated December 11, 2014	02/28/18	36,933
18	4900 Rivergrade Rd., Suite C210 & D220, Irwindale, CA 91706 Office Lease by and between Metropolitan Life Insurance Company and GCSLP dated November 6, 2009, as affected by: First Amendment to Lease by and between Landlord and GCSLP dated August 1, 2012	03/31/20	23,429
19	4019 Woodcock Dr., Suites 100, 101, 103, 201, 203 & 207, Jacksonville, FL 32207 Lease Agreement by and between LNR Millennium Manager, Inc. ("Original Landlord") and GCSLP dated August 21, 2001, as affected by: First Amendment to Lease by and between Original Landlord and GCSLP dated May __, 2006; Second Amendment to Lease by and between Original Landlord and GCSLP dated July 9, 2009; Third Amendment to Lease by and between Original Landlord and GCSLP dated September 30, 2009; Fourth Amendment to Lease by and between Original Landlord and GCSLP dated November 30, 2010; Fifth	12/31/17	22,961

	Property Address & Description of Lease Agreement	Expiration Date	Square Feet
	Amendment to Lease by and between Original Landlord and GCSLP dated November 18, 2011; Sixth Amendment to Lease by and between Original Landlord and GCSLP dated October 3, 2012; Seventh Amendment to Lease by and between Midtown Center, LLC (“Landlord”) and GCSLP dated December 19, 2012; and Waiver of Liability by and between Landlord and GCSLP (of uncertain date); Eighth Amendment to Lease by and between Landlord and GCSLP dated December 15, 2015; and Ninth Amendment to Lease by and between Landlord and GCSLP dated February 6, 2017		
20	1000 Cobb Place Boulevard, Building 400, Suite 420, Kennesaw, GA 30144 Agreement by and between Credit Adjustments, Inc. and GCSLP dated ____, 2010	Month to Month	
21	4454 N. Broadway, Knoxville, TN 37917 (Properties 21, 22 and 23 are covered by the documents listed) Lease Agreement by and between Northgate Associates (“Landlord”) and GCSLP dated April 30, 1997, as affected by: Letter Agreement by and between Landlord and GCSLP dated December 6, 2001; Amendment to Lease dated September 12, 2002 by and between Landlord and GCSLP; Amendment to Lease and Exercise Option for Second Expansion by and between Landlord and GCSLP dated March 30, 2007; Memorandum of Rent Commencement Date by and between Landlord and GCSLP dated August 22, 2007; Amendment to Lease by and between Landlord and GCSLP dated December 21, 2011; and Second Lease Amendment to Lease by and between Landlord and GCSLP dated March 1, 2017	06/30/22	18,002
22	4424 N. Broadway, Knoxville, TN 37917 – See No. 21 above	06/30/22	10,000
23	4326 N. Broadway, Knoxville, TN 37917 – See No. 21 above	06/30/22	16,341
24	1775 Interstate Dr., Lakeland, FL 33805 Lease Agreement by and between TC Tampa GCS, Inc. (the “Original Landlord”) and GCSLP dated November 15, 2000, as affected by: Lease Commencement Letter from Original Landlord to GCSLP dated April 25, 2001; Amendment to Lease by and between Original Landlord and GCSLP dated July 11, 2007; Second Amendment to Lease by and between Lakeland United, LTD (“Landlord”) and GCSLP dated July 25, 2012; and Third Amendment to lease by and between Landlord and GCSLP dated September __, 2016	08/31/22	80,000
25	5015 S. Cedar, Suites 260, 160 and 140, Lansing, MI 48910 Lease by and between Eyde Construction Company, LLC (“Landlord”) and GCSLP dated May 28, 2003, as affected by: Amendment to Lease by and between Landlord and GCSLP dated November 19, 2007; Addendum	03/31/20	26,432

	Property Address & Description of Lease Agreement	Expiration Date	Square Feet
	#1 to Lease by and between The Brooklyn Parcel LLC (as landlord for Suites 160 and 140) and GCSLP dated August 13, 2010; and Amendment to Lease by and between Landlord and GCSLP dated November 30, 2010		
26	2213 North Reynolds Road, Suite 4, Bryant, AR 72022 Commercial Lease Agreement by and between Marshall Peters & Associates ("Landlord") and GCSLP dated August 7, 2015, as affected by: Extension to Lease by and between Landlord and GCSLP dated June 27, 2016	Month to Month	498
27	7307 E. Hampton Ave., Suite 101, Mesa, AZ 85209 Lease Agreement by and between Voit Superstition Springs Phase 62, L.L.C. and GCSLP dated August __, 2000, as affected by: First Amendment to Lease by and between Hampton/Mesa, LLC ("Landlord") and GCSLP dated March 10, 2006; Second Amendment to Lease by and between Landlord and GCSLP dated October 18, 2006; Third Amendment to Lease by and between Landlord and GCSLP dated June 14, 2011; Fourth Amendment to Lease Agreement by and between Landlord and GCSLP dated August 27, 2014; and Letter from Landlord to GCSLP regarding lease of the ROFR Space dated August 28, 2014	11/30/20	43,870
28	8121 N.W. Expressway, Oklahoma City, OK 73162 Lease Agreement by and between Rex Strickland and GCSLP dated March 23, 2009, as affected by: Lease Amendment Number One by and between JAHCO Council, L.L.C. (as new landlord) and GCSLP dated March 26, 2014	03/31/19	15,508
29	10040 North 25th Ave., Suites 200 & 210, Phoenix, AZ 85021 Corporate Center Office Lease by and between Transwestern Phoenix Corporate Center, L.L.C. and GCSLP dated October 21, 2002, as affected by: First Amendment to Lease by and between Bay Pacific Phoenix Corporate Center, LLC ("Landlord") and GCSLP dated June 19, 2008; Second Amendment to Lease by and between Landlord and GCSLP dated August __, 2013; Third Amendment to Lease by and between Landlord and GCSLP dated March __, 2015 (this amendment is for the expansion space located in Suite 210); and Fourth Amendment to Lease by and between Landlord and GCSLP dated June __, 2016	12/31/18	12,084
30	5430 Fredericksburg, Suites 600, 602, 604, 608 and 614, San Antonio, TX 78229 Office Lease Agreement by and between RSCPF Fredericksburg, L.P. ("RSCPF Landlord") and GCSLP dated June 8, 1998, as affected by: First Amendment to Office Lease by and between RSCPF Landlord and GCSLP dated May 10, 1999; Second Amendment to Office Lease by and	10/31/19	8,506

	Property Address & Description of Lease Agreement	Expiration Date	Square Feet
	between RSCPF Landlord and GCSLP dated July 25, 1999; Third Amendment to Office Lease by and between RSCPF Landlord and GCSLP dated March 31, 2003; Fourth Amendment to Lease Agreement by and between Brass Mockingbird Income Fund, L.P. ("Brass Landlord") and GCSLP dated September 1, 2005; Fifth Amendment to Lease Agreement by and between Brass Landlord and GCSLP dated December 14, 2006; Sixth Amendment to Lease Agreement by and between SO Wehren Holdings Corp and GCSLP dated August 1, 2011; and Seventh Amendment to Office Lease Agreement by and between MJR-SA Legacy Oaks LLC and GCSLP dated September, 2014		
31	18756 Stone Oak Parkway, Suite 200, Office 228, San Antonio, TX 78258 Renewal Agreement by and between Regus and GCSLP dated December 4, 2014 (Renewal is for both offices 220 and 228); Renewal Agreement by and between Regus and GCSLP dated December 10, 2015; and Renewal Agreement by and between Regus and GCSLP dated December 20, 2016 (renewal for office 228 only)	03/31/18	120
32	8400 Miramar Rd., Suite 250, San Diego, CA 92126 Standard Industrial/Commercial Multi-Tenant Lease-Gross by and between 8400 Miramar, L.P. ("Landlord") and GCSLP dated October 7, 1998, as affected by: First Amendment to Lease by and between Landlord and Tenant dated October 7, 2002; Second Amendment to Lease by and between Landlord and Tenant dated July 15, 2003; Third Amendment to Lease by and between Landlord and Tenant dated March 20, 2007; Fourth Amendment to Lease by and between Landlord and Tenant dated December 21, 2011; and Fifth Amendment to Lease by and between Landlord and GCSLP dated November 17, 2016	04/30/22	11,144
33	940 West Port Plaza, Suite 425, St. Louis, MO 63146 Lease Agreement by and between WHWPP Real Estate Limited Partnership ("WHWPP Landlord") and GCSLP dated November 6, 2000, as affected by: Confirmation of Commencement Date from WHWPP Landlord to GCSLP; Lease Amendment No. 1 by and between WPP Holdings, LLC ("WPP Landlord") and GCSLP dated July 28, 2005; Confirmation of Commencement Date from WPP Landlord to GCSLP dated September 28, 2005; Lease Amendment No. 2 by and between U.S. Reif Westport Plaza Fee, LLC (as landlord) and GCSLP dated August 31, 2011; and Third Amendment to Lease by and between WPP, LLC (as landlord) and GCSLP dated February, 2015	12/31/19	9,244
34	3870 N. Oracle Rd, Suites 100 & 200, Tucson, AZ 85705 Standard Triple Net Lease by and between Sullivan's Lumber Yard, Inc. ("Original Landlord") and GCSLP dated June 27, 2006, as affected by:	11/30/21	22,901

	Property Address & Description of Lease Agreement	Expiration Date	Square Feet
	First Addendum to Lease by and between Original Landlord and GCSLP dated June 27, 2006; Second Addendum to Lease by and between 3838 Oracle Plaza Joint Venture, LLC (“Landlord”) and GCSLP dated April 18, 2007; Third Amendment to Lease by and between Landlord and GCSLP dated March 31, 2011; Fourth Amendment to Lease by and between Landlord and GCSLP dated June 25, 2012; and Fifth Amendment to Lease by and between Landlord and GCSLP dated March 1, 2016		
35	631 North Mayfair Rd., Wauwatosa, WI 53226 Lease by and between Ryan Revocable Trust (“Landlord”) and GCSLP dated February, 2013, as affected by: Lease Extension by and between Landlord and GCSLP dated February 26, 2014; Lease Extension by and between Landlord and GCSLP dated January 23, 2015; and Lease Extension by and between Landlord and GCSLP dated January 20, 2017	03/30/18	120
36	5900 Fort Avenue, Waco, TX 78710 The Company performs services in a facility provided by the client and not subject to a lease	N/A	10,000
37	22211 IH-10 West, Suite 1206, San Antonio, TX 78257 Lease Agreement by and between Vilmar, LLC d/b/a Werkplaats and GCSLP dated May 11, 2017	5/31/18	120

A sublease of facilities exists with the Law Offices of Robert A. Schuerger Co., LPA for facilities located at 4729 Hilton Corp Dr., Columbus, Ohio 43232, pursuant to the terms of the Subcontract Agreement for Default Collection Services for U.S. Department of Education Accounts dated September 16, 2015.

Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements
(include name of Warehouse Operator or other Bailee or Consignee):

None

EXHIBIT B

(See Sections 3.5 and 7.1 of Security Agreement)

DEPOSIT ACCOUNTS

<u>Grantor</u>	<u>Bank or Broker</u>	<u>Address</u>	<u>Account No.</u>
ORG GC Holdings, LLC	Texas Capital Bank ¹	98 San Jacinto Blvd, Suite 200, Austin, Texas 78701	4011022474
ORG GC Mideo, LLC	Texas Capital Bank	98 San Jacinto Blvd, Suite 200, Austin, Texas 78701	4011022482
ORG GC GP Buyer, LLC	Texas Capital Bank	98 San Jacinto Blvd, Suite 200, Austin, Texas 78701	4011022698
ORG GC LP Buyer, LLC	Texas Capital Bank	98 San Jacinto Blvd, Suite 200, Austin, Texas 78701	4011022706

¹All Texas Capital Bank accounts of ORG GC Holdings, ORG GC GP Buyer, ORG GC LP Buyer and ORG GC Mideo to be closed within sixty (60) days of the Effective Date, with replacement accounts opened as needed at JPMorgan Chase Bank, N.A.

<u>Grantor</u>	<u>Bank</u>	<u>Bank Address</u>	<u>Currency</u>	<u>Last 4 of Account #</u>	<u>Type of Acct</u>	<u>Use / Client / State</u>	<u>Location</u>
GC Services International, LLC	JPMorgan Chase	707 Travis, Houston, Texas 77002	PHP	5119	Demand Deposit Account	Operating (Capital Account)	Philippines
GC Services International, LLC	JPMorgan Chase	707 Travis, Houston, Texas 77002	PHP	5127	Demand Deposit Account	Operating	Philippines
GC Services International, LLC	JPMorgan Chase	707 Travis, Houston, Texas 77002	USD	0558	Savings Account	Operating	Philippines
GC Services International, LLC	Unionbank of the Philippines	19/F UnionBank Plaza Meralco Avenue, Ortigas Center Pasig City, Philippines	PHP	5810	Commercial Checking	Operating (Payroll & Tax Funding)	Philippines
GC Services International, LLC	JPMorgan Chase	707 Travis, Houston, Texas 77002	USD	0536	Commercial Checking	Operating	USA
GC Services Limited Partnership	JPMorgan Chase	707 Travis, Houston, Texas 77002	USD	7742	Trust	Utah Tax	USA
GC Services Limited Partnership	JPMorgan Chase	707 Travis, Houston, Texas 77002	USD	1762	License Trust Account	Oregon	USA
GC Services Limited Partnership	JPMorgan Chase	707 Travis, Houston, Texas 77002	USD	1598	License Trust Account	Idaho	USA
GC Services Limited Partnership	JPMorgan Chase	707 Travis, Houston, Texas 77002	USD	0061	Trust	Illinois Dept of Rev.	USA

<u>Grantor</u>	<u>Bank</u>	<u>Bank Address</u>	<u>Currency</u>	<u>Last 4 of Account #</u>	<u>Type of Acct</u>	<u>Use / Client / State</u>	<u>Location</u>
GC Services Limited Partnership	Bank of America	700 Louisiana St, Houston, Texas 77002	USD	6365	Trust	LA Superior Court	USA
GC Services Limited Partnership	Bank of America	700 Louisiana St, Houston, Texas 77002	USD	7355	Trust	Resurgent	USA
GC Services Limited Partnership	JPMorgan Chase	707 Travis, Houston, Texas 77002	USD	6031	Trust	Sprint	USA
GC Services Limited Partnership	Bank of America	700 Louisiana, Houston, Texas 77002	USD	9795	License Trust Account	Nevada	USA
GC Services Limited Partnership	JPMorgan Chase	707 Travis, Houston, Texas 77002	USD	4035	Trust	ECMC	USA
GC Services Limited Partnership	JPMorgan Chase	707 Travis, Houston, Texas 77002	USD	9745	Trust	Navient Private	USA
GC Services Limited Partnership	JPMorgan Chase	707 Travis, Houston, Texas 77002	USD	2830	Trust	PHEEA	USA
GC Services Limited Partnership	JPMorgan Chase	707 Travis, Houston, Texas 77002	USD	4923	License Trust Account	Wyoming	USA
GC Services Limited Partnership	JPMorgan Chase	707 Travis, Houston, Texas 77002	USD	6231	Trust	Chase Mortgage	USA

<u>Grantor</u>	<u>Bank</u>	<u>Bank Address</u>	<u>Currency</u>	<u>Last 4 of Account #</u>	<u>Type of Acct</u>	<u>Use / Client / State</u>	<u>Location</u>
GC Services Limited Partnership	JPMorgan Chase	707 Travis, Houston, Texas 77002	USD	2047	Trust	GA (Multi-Client Garnishment Payments and Unidentified)	USA
GC Services Limited Partnership	JPMorgan Chase	707 Travis, Houston, Texas 77002	USD	8496	Customer Trust Account	Kaplan	USA
GC Services Limited Partnership	JPMorgan Chase	707 Travis, Houston, Texas 77002	USD	3109	Customer Trust Account	Arizona Dept of Revenue	USA
GC Services Limited Partnership	JPMorgan Chase	707 Travis, Houston, Texas 77002	USD	9728	Customer Trust Account	Master (Multiple Clients)	USA
GC Services Limited Partnership	JPMorgan Chase	707 Travis, Houston, Texas 77002	USD	6005	Customer Trust Account	Illinois Dept of Revenue	USA
GC Services Limited Partnership	JPMorgan Chase	707 Travis, Houston, Texas 77002	USD	1108	Customer Trust Account	PG&E	USA
GC Services Limited Partnership	JPMorgan Chase	707 Travis, Houston, Texas 77002	USD	2751	Customer Trust Account	Champion Energy	USA
GC Services Limited Partnership	JPMorgan Chase	707 Travis, Houston, Texas 77002	USD	1352	Customer Trust Account	Georgia Natural Gas	USA

<u>Grantor</u>	<u>Bank</u>	<u>Bank Address</u>	<u>Currency</u>	<u>Last 4 of Account #</u>	<u>Type of Acct</u>	<u>Use / Client / State</u>	<u>Location</u>
GC Services Limited Partnership	JPMorgan Chase	707 Travis, Houston, Texas 77002	USD	9710	Customer Trust Account	First National Bank	USA
GC Services Limited Partnership	JPMorgan Chase	707 Travis, Houston, Texas 77002	USD	9162	Customer Trust Account	USA	USA
GC Services Limited Partnership	Bank of America	700 Louisiana, Houston, Texas 77002	USD	9786	Customer Trust Account	American Express	USA
GC Services Limited Partnership	JPMorgan Chase	707 Travis, Houston, Texas 77002	USD	7224	Customer Trust Account	Chase Card Services	USA
GC Services Limited Partnership	JPMorgan Chase	707 Travis, Houston, Texas 77002	USD	2079	Customer Trust Account	Nissan	USA
GC Services Limited Partnership	JPMorgan Chase	707 Travis, Houston, Texas 77002	USD	0853	Customer Trust Account	Chase Automotive	USA
GC Services Limited Partnership	JPMorgan Chase	707 Travis, Houston, Texas 77002	USD	9708	Customer Trust Account	New Jersey Department of Revenue	USA
*GC Services Limited Partnership	Royal Bank of Canada - Burnaby		CAD	1178	Business Checking	Canadian Vendor Payable	Canada

**Note: This deposit account to be closed on or immediately following the Effective Date*

<u>Grantor</u>	<u>Bank</u>	<u>Bank Address</u>	<u>Currency</u>	<u>Last 4 of Account #</u>	<u>Type of Acct</u>	<u>Use / Client / State</u>	<u>Location</u>
GC Services Limited Partnership	JPMorgan Chase	707 Travis, Houston, Texas 77002	USD	8165	Customer Trust Account	South Carolina Department of Employment Workforce	USA
GC Services Limited Partnership	JPMorgan Chase	707 Travis, Houston, Texas 77002	USD	7362	Customer Trust Account	QVC	USA
GC Services Limited Partnership	JPMorgan Chase	707 Travis, Houston, Texas 77002	USD	5251	Customer Trust Account	Resurgent	USA
GC Services Limited Partnership	JPMorgan Chase	707 Travis, Houston, Texas 77002	USD	9828	Customer Trust Account	TXU	USA
GC Services Limited Partnership	Bank of America	700 Louisiana, Houston, Texas 77002	USD	2458	Customer Trust Account	Various Credit Cards/CC fees	USA
GC Services Limited Partnership	Bank of America	700 Louisiana, Houston, Texas 77002	USD	6642	Customer Trust Account	California Courts (Non-LA)	USA
GC Services Limited Partnership	JPMorgan Chase	707 Travis, Houston, Texas 77002	USD	5772	License Trust Account	North Carolina	USA
GC Services Limited Partnership	Bank of America	700 Louisiana, Houston, Texas 77002	USD	0117	License Trust Account	Washington	USA

<u>Grantor</u>	<u>Bank</u>	<u>Bank Address</u>	<u>Currency</u>	<u>Last 4 of Account #</u>	<u>Type of Acct</u>	<u>Use / Client / State</u>	<u>Location</u>
GC Services Limited Partnership	JPMorgan Chase	707 Travis, Houston, Texas 77002	USD	3062	License Trust Account	Wisconsin	USA
GC Services Limited Partnership	JPMorgan Chase	707 Travis, Houston, Texas 77002	USD	0009	Operating - Controlled Disbursement	Client Invoicing	USA
GC Services Limited Partnership	JPMorgan Chase	707 Travis, Houston, Texas 77002	USD	3458	Operating - Demand Deposit Account	Operating	USA
GC Services Limited Partnership	Bank of America	700 Louisiana, Houston, Texas 77002	USD	6648	Operating - Commercial Checking	California Payroll	USA
GC Services Limited Partnership	JPMorgan Chase	707 Travis, Houston, Texas 77002	USD	0017	Operating - Controlled Disbursement	AP Vendor	USA
GC Services Limited Partnership	Bank of America	700 Louisiana, Houston, Texas 77002	USD	4818	Concentration (Texas platform)	Swipe California Trust to Master Trust	USA
GC Services Limited Partnership	JPMorgan Chase	707 Travis, Houston, Texas 77002	USD	5178	Operating - Commercial Checking	Executive Payroll	USA
GC Services Limited Partnership	JPMorgan Chase	707 Travis, Houston, Texas 77002	USD	8664	Customer Trust Account	NSLP	USA
GC Services Limited Partnership	JPMorgan Chase	707 Travis, Houston, Texas 77002	USD	7856	Customer Trust Account	Navient	USA

<u>Grantor</u>	<u>Bank</u>	<u>Bank Address</u>	<u>Currency</u>	<u>Last 4 of Account #</u>	<u>Type of Acct</u>	<u>Use / Client / State</u>	<u>Location</u>
GC Services Limited Partnership	JPMorgan Chase	707 Travis, Houston, Texas 77002	USD	7167	Operating - Commercial Checking	Payroll Account - Houston	USA
GC Services Limited Partnership	First National Bank	507 North Gray Street, Killen, Texas 76541	USD	4904	Operating - Business Checking	Payroll Account - Direct Deposits	USA
GC Services Limited Partnership	Bank of America	700 Louisiana, Houston, Texas 77002	USD	6640	Customer Trust Account - Concentration (California platform)	Swipe California Trust to Master Trust	USA
GC Services Limited Partnership	JPMorgan Chase	707 Travis, Houston, Texas 77002	USD	4487	Customer Trust Account	Citibank	USA
GC Services Limited Partnership	First National Bank	507 North Gray Street, Killen, Texas 76541	USD	5529	Operating - Demand Deposit Account	Investment of Excess Funds	USA
GC Services Limited Partnership	JPMorgan Chase	707 Travis, Houston, Texas 77002	USD	6581	Customer Trust Account	Unclaimed Property	USA
GC Services Limited Partnership	JPMorgan Chase	Texas Market P.O. Box 260180 Baton Rouge, LA 90826-0180	USD	7073	Operating	Fees	USA

<u>Grantor</u>	<u>Bank</u>	<u>Bank Address</u>	<u>Currency</u>	<u>Last 4 of Account #</u>	<u>Type of Acct</u>	<u>Use / Client / State</u>	<u>Location</u>
GC Services Limited Partnership	Texas Capital Bank	98 San Jacinto Blvd, Suite 200, Austin, Texas 78701	USD	2607	Operating	Operating	USA
GC Services Limited Partnership	JPMorgan Chase	Texas Market P.O. Box 260180 Baton Rouge, LA 90826-0180	USD	5602	Customer Trust Account	Comms	USA
GC Services Limited Partnership	Bank of America	PO Box 831547, Dallas, Texas 75283-1547	USD	3470	Operating	Bank Fees	USA
GC Services Limited Partnership	JPMorgan Chase	Texas Market P.O. Box 260180 Baton Rouge, LA 90826-0180	USD	9012	Customer Trust Account	Citi DSNB	USA
GC Services Limited Partnership	JPMorgan Chase	Texas Market P.O. Box 260180 Baton Rouge, LA 90826-0180	USD	5059	Customer Trust Account	Hyundai Capital America - Citations	USA
GC Services Limited Partnership	First National Bank	507 North Gray Street, Killen, Texas 76541	USD	6014	Customer Trust Account	Hyundai Capital America - Citations	USA
GC Services Limited Partnership	JPMorgan Chase	Texas Market P.O. Box 260180 Baton Rouge, LA 90826-0180	USD	3213	Customer Trust Account	Kubota	USA

EXHIBIT C

(See Section 3.7 of Security Agreement)

LETTER OF CREDIT RIGHTS

None.

CHATTEL PAPER

None.

EXHIBIT D

(See Section 3.10 and 3.11 of Security Agreement)

INTELLECTUAL PROPERTY RIGHTS

PATENTS

Name of Grantor	Patent Description	Patent Number	Issue Date
N/A			

PATENT APPLICATIONS

Name of Grantor	Patent Application	Application Filing Date	Application Serial Number
N/A			

TRADEMARKS AND TRADENAMES

Name of Grantor	Trademark	Registration Date	Registration Number
GCSLP	“GC Services” Service Mark	June 7, 2005	2959131
GCSLP	“Quality First” Service Mark	March 7, 2006	3064779
GCSLP	GC Logo Service Mark	May 24, 2005	2954357
GCSLP	Other Tradenames: <ul style="list-style-type: none">• GC Services• GC Services Collection Agency Division• GC Services Limited Partnership-Delaware• DLS-GC Services Limited Partnership		

TRADEMARK APPLICATIONS

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
N/A			

COPYRIGHTS

Name of Grantor	Copyright	Registration Date	Registration Number
GCSLP	MCI & GC Services – the quality connection; account representative training manual	October 4, 1990	TXu000439779
GCSLP	MCI & GC Services – the quality connection; trainer instruction training manual	October 4, 1990	TXu000438723
GCSLP	CFS Training Manual	November 9, 1994	TXu000660008
GCSLP	Customer Service Representative Training	May 7, 1992	TXu000521021
GCSLP	GC Services / MCI Policy and Procedure Manual; Redbook	November 9, 1994	TXu000659780
GCSLP	Hightoll training manual	November 9, 1994	TXu000659779
GCSLP	GC star system user documentation	October 4, 1985	TXu000220376

COPYRIGHT APPLICATIONS

Name of Grantor	Copyright Application	Application Filing Date	Application Serial Number
N/A			

INTELLECTUAL PROPERTY LICENSES

Name of Grantor	Name of Agreement	Date of Agreement	Parties to Agreement
N/A			

EXHIBIT E

(See Section 3.11 of Security Agreement)

TITLE DOCUMENTS

I. Vehicles subject to certificates of title:

Name of Grantor	Description	Title Number	State Where Issued
[None]			

II. Aircraft/engines/parts, ships, railcars and other vehicles governed by federal statute:

Name of Grantor	Description	Registration Number
None		

EXHIBIT F

(See Section 3.11 of Security Agreement)

FIXTURES

I. County and street address of property on which Fixtures are located (by Grantor):

Grantor: GCSLP

Location: 6330 Gulfon Street, Houston, Texas 77081

II. Name and Address of Record Owner:

GC Services Limited Partnership
6330 Gulfon Street
Houston, Texas 77081

EXHIBIT G

(See Section 3.13 of Security Agreement and Definition of “Pledged Collateral”)

LIST OF PLEDGED COLLATERAL, SECURITIES AND OTHER INVESTMENT PROPERTY

STOCKS

Name of Grantor	Issuer	Certificate Number(s)	Number of Shares	Class of Stock	Percentage of Outstanding Shares
None					

BONDS

Name of Grantor	Issuer	Number	Face Amount	Coupon Rate	Maturity
None					

GOVERNMENT SECURITIES

Name of Grantor	Issuer	Number	Type	Face Amount	Coupon Rate	Maturity
None						

OTHER SECURITIES OR OTHER INVESTMENT PROPERTY (CERTIFICATED AND UNCERTIFICATED)

Name of Grantor	Issuer	Description of Collateral	Percentage Ownership Interest
ORG GC Holdings, LLC	ORG GC Midco, LLC	100 Units of Membership Interest	100
ORG GC Midco, LLC	ORG GC GP Buyer, LLC	100 Units of Membership Interest	100
ORG GC Midco, LLC	ORG GC LP Buyer, LLC	100 Units of Membership Interest	100
ORG GC LP Buyer, LLC	GC Services Limited Partnership	94% Limited Partner Interest	94%
ORG GC GP Buyer, LLC	GC Services Limited Partnership	6% General Partner Interest	6%
GC Services Limited Partnership	GC Services International LLC	100% Percentage Interest	100%

[Add description of custody accounts or arrangements with securities intermediary, if applicable]

EXHIBIT H

(See Section 3.1 of Security Agreement)

OFFICES IN WHICH FINANCING STATEMENTS HAVE BEEN FILED

Delaware Secretary of State

EXHIBIT I

(See Section 4.4 and 4.8 of Security Agreement)

AMENDMENT

This Amendment, dated _____, ___ is delivered pursuant to Section 4.4 of the Security Agreement referred to below. All defined terms herein shall have the meanings ascribed thereto or incorporated by reference in the Security Agreement. The undersigned hereby certifies that the representations and warranties in Article III of the Security Agreement are and continue to be true and correct. The undersigned further agrees that this Amendment may be attached to that certain Pledge and Security Agreement, dated July __, 2017 between the undersigned, as the Grantors, and BSP Agency, LLC, as the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Security Agreement") and that the Collateral listed on Schedule I to this Amendment shall be and become a part of the Collateral referred to in said Security Agreement and shall secure all Obligations referred to in the Security Agreement.

By: _____

Name: _____

Title: _____

SCHEDULE I TO AMENDMENT

STOCKS

Name of Grantor	Issuer	Certificate Number(s)	Number of Shares	Class of Stock	Percentage of Outstanding Shares

BONDS

Name of Grantor	Issuer	Number	Face Amount	Coupon Rate	Maturity

GOVERNMENT SECURITIES

Name of Grantor	Issuer	Number	Type	Face Amount	Coupon Rate	Maturity

OTHER SECURITIES OR OTHER INVESTMENT PROPERTY
(CERTIFICATED AND UNCERTIFICATED)

Name of Grantor	Issuer	Description of Collateral	Percentage Ownership Interest

[Add description of custody accounts or arrangements with securities intermediary, if applicable]

COMMERCIAL TORT CLAIMS

Name of Grantor	Description of Claim	Parties	Case Number; Name of Court where Case was Filed

ANNEX I TO PLEDGE AND SECURITY AGREEMENT

Reference is hereby made to the Pledge and Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), dated as of July __, 2017 by and among **ORG GC MIDCO, LLC**, a Delaware limited liability company ("ORG GC Midco"), **ORG GC GP BUYER, LLC**, a Delaware limited liability company ("ORG GC GP Buyer"), **ORG GC LP BUYER, LLC**, a Delaware limited liability company ("ORG GC LP Buyer"), **ORG GC HOLDINGS, LLC**, a Delaware limited liability company ("ORG GC Holdings"), **GC SERVICES LIMITED PARTNERSHIP**, a Delaware limited partnership ("GCSLP"), and **GC SERVICES INTERNATIONAL, LLC**, a Delaware limited liability company ("GCSI"), and certain other entities which become parties to the Security Agreement from time to time, including, without limitation, those that become party thereto by executing a Security Agreement Supplement in substantially the form hereof (such parties, including the undersigned, together with the [_____], the "Grantors"), in favor of BSP Agency, LLC, as Collateral Agent (the "Collateral Agent"), for the benefit of the Secured Parties under the Financing Agreement. Each capitalized terms used herein and not defined herein shall have the meanings given to it in the Security Agreement.

By its execution below, the undersigned, [NAME OF NEW GRANTOR], a [_____] [corporation] [partnership] [limited liability company] (the "New Grantor") agrees to become, and does hereby become, a Grantor under the Security Agreement and agrees to be bound by such Security Agreement as if originally a party thereto. The New Grantor hereby pledges, assigns and grants to the Collateral Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of the New Grantor's right, title and interest in and to the Collateral, whether now owned or hereafter acquired, to secure the prompt and complete payment and performance of the Obligations.

By its execution below, the New Grantor represents and warrants as to itself that all of the representations and warranties contained in the Security Agreement are true and correct in all respects as of the date hereof. The New Grantor represents and warrants that the supplements to the Exhibits to the Security Agreement attached hereto are true and correct in all respects and such supplements set forth all information required to be scheduled under the Security Agreement. The New Grantor shall take all steps necessary to perfect, in favor of the Collateral Agent, a first-priority security interest in and lien against the New Grantor's Collateral (subject to the Intercreditor Agreement and Liens permitted under Section 4.1(e) of the Security Agreement), including, without limitation, delivering all certificated Pledged Collateral to the Collateral Agent (and other Collateral required to be delivered under the Security Agreement), and taking all steps necessary to properly perfect the Collateral Agent's interest in any uncertificated Pledged Collateral.

IN WITNESS WHEREOF, [NAME OF NEW GRANTOR], a [_____] [corporation] [partnership] [limited liability company] has executed and delivered this Annex I counterpart to the Security Agreement as of this _____ day of _____, ____.

[NAME OF NEW GRANTOR]

By:
Name: _____
Title: _____