

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM508338

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Atlas-SSI, Inc.		01/31/2019	Corporation: MISSISSIPPI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Canadian Imperial Bank of Commerce, as agent		
<b>Street Address:</b>	595 Bay Street		
<b>Internal Address:</b>	5th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5G 2C2		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4148030	SMARTSCREEN TECHNOLOGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	devin.rodriguez@clarivate.com		
<b>Correspondent Name:</b>	Gregory T. Pealer		
<b>Address Line 1:</b>	111 West Monroe Street		
<b>Address Line 2:</b>	Chapman and Cutler LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>NAME OF SUBMITTER:</b>	Gregory T. Pealer		
<b>SIGNATURE:</b>	/Devin Rodrigues/		
<b>DATE SIGNED:</b>	02/01/2019		
<b>Total Attachments: 39</b>			
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Atlas-SSI, Inc.

- Individual(s)
- Partnership
- Corporation- State: Mississippi
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) January 31, 2019

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Canadian Imperial Bank of Commerce, as agent

Street Address: 595 Bay Street, 5th Floor

City: Toronto

State: Ontario

Country: Canada Zip: M5G 2C2

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Bank Citizenship Canada

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No. (s) Text

N/A

B. Trademark Registration No. (s)

4148030

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Gregory T. Pealer

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-2955

Docket Number: 4263034

Email Address: pealer@chapman.com

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**  for Chapman and Cutler LLP

February 1, 2019

Signature

Date

Gregory T. Pealer, Senior Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 39

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**ATLAS-SSI, INC.**  
**GENERAL SECURITY AGREEMENT**

THIS GENERAL SECURITY AGREEMENT (as amended, modified, supplemented, restated or replaced from time to time, this "*Agreement*"), dated as of January 31, 2019, made by Atlas-SSI, Inc., a Mississippi corporation (together with any successors, by merger or otherwise, and permitted assigns, the "*Obligor*"), in favor of Canadian Imperial Bank of Commerce, as administrative agent under the Credit Agreement (as defined below) (together with any successor(s) thereto in such capacity, the "*Agent*") for the Lender Parties (as defined below).

**WITNESSETH:**

WHEREAS pursuant to a credit agreement dated as of the date hereof (together with all amendments, modifications, supplements, restatements or replacements, if any, from time to time thereafter made thereto, the "*Credit Agreement*"), among the Agent, the other financial institutions party thereto from time to time, as lenders (each a "*Lender*" and collectively the "*Lenders*" and together with the Agent and their respective successors and assigns the "*Lender Parties*"), the Obligor (the "*Borrower*"), the Lenders have extended Commitments to make Advances to the Obligor;

WHEREAS as a condition precedent to the making of Advances under the Credit Agreement, the Obligor is required to execute and deliver this Agreement as continuing collateral security to secure the performance of the Obligations (as defined below);

WHEREAS the Obligor will benefit, directly or indirectly, from credit and other financial accommodations extended by the Lender Parties to the Obligor; and

WHEREAS the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Advances to the Obligor pursuant to the Credit Agreement, the Obligor agrees, for the benefit of each Lender Party, as follows:

*Section 1.* As general and continuing security for the payment and performance of the Obligations, the Obligor:

- (a) grants, collaterally assigns, transfers, sets over, grants a security interest in and a lien on, pledges and charges to the Agent, for the benefit of the Agent and the Lender Parties, as and by way of a security interest in and lien on, all of the Obligor's present and after-acquired personal property, all of the present and future assets of the Obligor and in all right, title and interest which the Obligor now has or may hereafter have in all of its assets, property and undertaking, including without limitation, all present and after acquired assets and property of the kinds hereinafter described (collectively, the "*Collateral*");

(i) all goods comprising the inventory of the Obligor, including but not limited to goods held for sale or lease or furnished or to be furnished under a contract of service or that are raw materials, work in progress or materials used or consumed in a business or profession or finished goods, including, without limitation, "inventory" as defined in the UCC (hereinafter sometimes collectively referred to as "*Inventory*");

(ii) all goods which are not inventory or consumer goods, including but not limited to furniture, fixtures, equipment, machinery, plant, tools, vehicles and other tangible personal property, including, without limitation, "equipment" as defined in the UCC (hereinafter sometimes collectively referred to as "*Equipment*");

(iii) all Computer Hardware and Software Collateral (as defined below);

(iv) all accounts, debts, demands and choses in action which are now due, owing or accruing due or which may hereafter become due, owing or accruing due to the Obligor and all claims of any kind which the Obligor now has or may hereafter have, including but not limited to claims under insurance policies (hereinafter sometimes collectively referred to together with intangibles and the Collateral described in section 1(a)(vi) and (xv) as "*Receivables*");

(v) all Intellectual Property Collateral (as defined below);

(vi) all chattel paper and electronic chattel paper;

(vii) all warehouse receipts, bills of lading and certificates of title, whether negotiable or not;

(viii) all instruments, shares, stock, warrants, bonds, debentures, debenture stock or other securities;

(ix) all financial assets;

(x) all securities entitlements;

(xi) all investment property;

(xii) all securities accounts in the name of the Obligor, including any and all assets of whatever type or kind deposited in or credited to such securities accounts, including all financial assets, all security entitlements related to such financial assets, and all certificates and other instruments from time to time representing or evidencing the same, and all dividends, interest, distributions, cash and other property from time to time received or receivable upon or otherwise

distributed or distributable in respect of or in exchange for any or all of the foregoing;

(xiii) all deposit accounts in the name of the Obligor, including any and all assets of whatever type or kind deposited in or credited to such deposit accounts;

(xiv) all rights, contracts (including, without limitation, rights and interests arising thereunder or subject thereto), instruments, agreements, licences, permits, consents, leases, policies, approvals, development agreements, building contracts, performance bonds, purchase orders, plans and specifications all of which may or may not be personal property but may be rights in which the Obligor has interests, all as may be amended, modified, supplemented, replaced or restated from time to time;

(xv) all rents, present or future, under any lease or agreement to lease any part of the lands of the Obligor or any building, erection, structure or facility now or hereafter constructed or located on such lands, income derived from any tenancy, use or occupation thereof and any other income and profit derived therefrom;

(xvi) all intangibles, including but not limited to all money, cheques, letter of credit rights, advances of credit and goodwill;

(xvii) all general intangibles;

(xviii) all commercial tort claims referred to in Item E of Schedule I hereto, as updated from time to time;

(xix) with respect to the property described in Section 1(a)(i) to (xvi) inclusive, all books, accounts, invoices, letters, papers, documents and other records in any form evidencing or relating thereto and all contracts, securities, instruments and other rights and benefits in respect thereof;

(xx) with respect to the property described in Section 1(a)(i) to (xix) inclusive, all substitutions and replacements thereof and increases, additions and accessions thereto; and

(xxi) with respect to the property described in section 1(a)(i) to (xx) inclusive, all proceeds therefrom including personal property in any form or fixtures derived directly or indirectly from any dealing with such property or proceeds therefrom and any insurance or other payment as indemnity or compensation for loss of or damage to such property or any right to such payment, and any payment made in total or partial discharge or redemption of an intangible, chattel paper, instrument or security;

*provided, however,* the charge, pledge, security interest and lien created shall not charge, encumber, create a lien upon or otherwise pledge any consumer goods which the Obligor may own. In this Agreement, the words “accession,” “account,” “certificated security,” “chattel paper,” “consumer goods,” “certificate of title,” “deposit account,” “electronic chattel paper,” “entitlement holder,” “equipment,” “financial asset,” “fixture,” “general intangible,” “goods,” “instrument,” “inventory,” “investment property,” “letter of credit rights,” “proceeds,” “security,” “securities account,” “security entitlement,” “securities intermediary” and “uncertificated security” shall have the same meanings as their defined meanings in the UCC.

(b) Notwithstanding the foregoing Section 1(a), the said charge and security interest contemplated thereby shall not extend or apply to:

(i) any present or after-acquired agreement, right, franchise, licence or permit (for the purpose of this paragraph, the “*Contractual Rights*”) to which the Obligor is a party or of which the Obligor has the benefit to the extent that the creation of the charge or security therein would constitute a breach of the terms of or permit any Person to terminate any of the Contractual Rights or otherwise constitute a breach of or violation under any existing law, statute or regulation to which the Obligor is subject, *provided* that (a) all such Contractual Rights will be held in trust by the Obligor for the benefit of the Agent, (b) notwithstanding the foregoing, the said charge and security interest shall apply to any proceeds of the disposition of any such Contractual Rights, and (c) in addition, the said charge and security interest shall extend to the Contractual Rights upon delivery by the Agent to the Obligor of written notice to such effect following the occurrence and during the continuance of an Event of Default;

(ii) any “intent to use” Trademark applications for which a statement of use has not been filed (but only until such statement is filed); and/or

(iii) any deposit account the balance of which consists exclusively of (and is identified when established as an account established solely for the purposes of) (a) amounts required to be paid over to an employee benefit plan pursuant to DOL Reg. Sec. 2510.3-102 on behalf of or for the benefit of employees of the Debtor, (b) amounts to be used to fund payroll obligations (including, but not limited to, amounts payable to any employment contracts between the Debtor and its respective employees), and (c) trust or fiduciary accounts.

*Section 2.* Unless otherwise defined herein or the context otherwise requires, capitalized terms used herein shall have the meanings provided in the Credit Agreement, and in this Agreement:

“*Agent*” is defined in the preamble;

“*Agreement*” is defined in the preamble;

“*Borrower*” is defined in the first recital;

“*Collateral*” is defined in Section 1(a);

“*Collateral Account*” is defined in Section 5(h);

“*Computer Hardware and Software Collateral*” means:

(i) all computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware;

(ii) all software programs (including both source code, object code and all related applications and data files), whether now owned, licenced or leased or hereafter acquired by the Obligor, designed for use on the computers and electronic data processing hardware described in clause (i) above;

(iii) all firmware associated therewith;

(iv) all documentation (including flow charts, logic diagrams, manuals, guides and specifications) with respect to such hardware, software and firmware described in the preceding clauses (i) through (iii); and

(v) all rights with respect to all of the foregoing, including, without limitation, any and all intellectual property rights, copyrights, leases, licences, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications and any substitutions, replacements, additions or model conversions of any of the foregoing;

“*Contractual Rights*” is defined in Section 1(b)(a);

“*Control Agreement*” means:

(i) with respect to any uncertificated securities included in the Collateral, an agreement between the issuer of such uncertificated securities and another Person whereby such issuer agrees to comply with instructions that are originated by such Person in respect of such uncertificated securities, without the further consent of the Obligor;

(ii) with respect to any security entitlements in respect of financial assets deposited in or credited to a securities account included in the Collateral, an agreement between the securities intermediary and another Person in respect of such security entitlements pursuant to which such securities intermediary agrees



to comply with any entitlement orders with respect to such security entitlements that are originated by such Person, without the further consent of the Obligor; and

(iii) with respect to any deposit accounts included in the Collateral, an agreement between the depository bank, the Obligor and the Agent granting the Agent "control" (within the meaning set forth in Section 9-104 of the DCC) of such deposit account;

*"Copyright Collateral"* means:

(i) all copyrights of the Obligor, whether statutory or common law, registered or unregistered, now or hereafter in force throughout the world, and all applications for registration thereof, whether pending or in preparation, and all copyrights resulting from such applications;

(ii) all extensions and renewals of any thereof;

(iii) all copyright licences and other agreements providing the Obligor with the right to use any of the items of the type referred to in clauses (i) and (ii);

(iv) the right to sue for past, present and future infringements of any of the Copyright Collateral referred to in clauses (i) and (ii) and, to the extent applicable, clause (iii); and

(v) all proceeds of the foregoing, including, without limitation, licences, royalties, income, payments, claims, damages and proceeds of suit;

*"Credit Agreement"* is defined in the first recital;

*"Equipment"* is defined in Section 1(a)(ii);

*"Intellectual Property Collateral"* means, collectively, the Copyright Collateral, the Patent Collateral, the Trademark Collateral and the Trade Secrets Collateral;

*"Inventory"* is defined in Section 1(a)(i);

*"Lender"* is defined in the first recital;

*"Lender Parties"* is defined in the first recital, and a *"Lender Party"* means any one of them;

*"Obligations"* means, with respect to the Obligor, all of its present and future indebtedness, liabilities and obligations of any and every kind, nature or description whatsoever (whether direct or indirect, joint or several or joint and several, absolute or contingent, matured or unmatured, in any currency and whether as principal debtor, guarantor, surety or otherwise, including without limitation any interest that accrues thereon after or would accrue thereon but

for the commencement of any case, proceeding or other action, whether voluntary or involuntary, relating to the bankruptcy, insolvency or reorganization whether or not allowed or allowable as a claim in any such case, proceeding or other action) to each of the Agent, the Lenders (and their Affiliates), and any of them under, in connection with, relating to or with respect to each of the Loan Documents and any and all Hedge Arrangements and Service Agreements and all agreements relating to VISA, MasterCard and other charge cards issued by any Lender, and any unpaid balance thereof, but excluding all Excluded Swap Obligations;

*“Obligor”* is defined in the preamble;

*“Patent Collateral”* means:

(i) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world;

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and re-examinations of any of the items described in clause (i);

(iii) all patent licences and other agreements providing the Obligor with the right to use any of the items of the type referred to in clauses (i) and (ii);

(iv) the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent licence; and

(v) all proceeds of, and rights associated with, the foregoing (including licence royalties and proceeds of infringement suits), and all rights corresponding thereto throughout the world;

*“Payment In Full”* means the payment in full of all Obligations (or collateralization of all Obligations) in accordance with the Credit Agreement (other than contingent indemnification obligations for which no claim has then been made and ordinary course obligations in respect of Service Agreements and charge card agreements) and the termination of all Commitments;

*“Receivables”* is defined in Section 1(a)(iv);

*“Receiver”* is defined in Section 18;

*“Trademark”* is defined in the definition of *“Trademark Collateral”*;

*“Trademark Collateral”* means:

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos, other

source of business identifiers, prints and labels on which any of the foregoing have appeared or appear and designs (all of the foregoing items in this clause (i) being collectively called a "*Trademark*"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications with the United States Patent and Trademark Office and with any other country, and all reissues, extensions or renewals thereof;

(ii) all Trademark licences and other agreements providing the Obligor with the right to use any items of the type described in clause (i);

(iii) all of the goodwill of the business connected with the use of, and symbolized by, the items described in clause (i);

(iv) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clauses (i) and (ii); and

(v) all proceeds of, and rights associated with, the foregoing, including any claim by the Obligor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark licence, including any Trademark, Trademark registration or Trademark licence referred to in Item A of Schedule I hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark licence and all rights corresponding thereto throughout the world;

*"Trade Secret"* is defined in the definition of "Trade Secrets Collateral";

*"Trade Secrets Collateral"* means all common law and statutory trade secrets and all other confidential or proprietary or useful information (to the extent such confidential, proprietary or useful information is protected by the Obligor against disclosure and is not readily ascertainable) and all know-how obtained by or used in or contemplated at any time for use in the business of the Obligor (all of the foregoing being collectively called a "*Trade Secret*"), whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to such Trade Secret, all Trade Secret licences, and including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any Trade Secret and for the breach or enforcement of any such Trade Secret licence;

*"UCC"* means the Uniform Commercial Code as from time to time in effect in 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 perfection or priority of, or remedies with respect to, the Agent's Lien on any Collateral;

*Section 3.* The fixed and specific charges and the security interest and lien granted under this Agreement secure payment and performance of all Obligations.

*Section 4.* The Obligor hereby represents and warrants to the Lender Parties as at the date of this Agreement and as at the date of the acquisition by the Obligor of Collateral (including any acquisition of Collateral after the date hereof) that:

(a) Item F of Schedule I hereto sets forth the Obligor's jurisdiction of organization, full legal name, type of entity, organizational number issued by its jurisdiction of incorporation and federal employer identification number and, except as set forth on Item F of Schedule I hereto, the Obligor has not been known by or used any other corporate or fictitious name or been party to any merger, consolidation or acquisition, in each case, in the previous five years;

(b) (i) all of the tangible Collateral with a fair market value in excess of \$25,000 is either (A) in transit, (B) out for repair, (C) in the possession of employees of the Obligor and used on a remote basis in the ordinary course of business, or (D) located at the places specified in Item D of Schedule I hereto, and (ii) all of the Collateral is, or when the Obligor acquires any right, title or interest therein, will be the sole property of the Obligor, free and clear of all Liens, except Permitted Liens;

(c) Item A of Schedule I hereto contains a true and complete listing of all Intellectual Property owned by the Obligor as of the date hereof that are registered with the United States Patent and Trademark Office or the United States Copyright Office. Concurrently with the delivery of the certificate required to be delivered pursuant to Section 5.1(c) the Credit Agreement, the Obligor shall notify the Agent in writing of any additional Intellectual Property acquired or arising after the date hereof (to the extent not previously disclosed in any prior Compliance Certificate delivered pursuant to the Credit Agreement) that are registered with the United States Patent and Trademark Office or the United States Copyright Office, and, upon Agent's reasonable request, shall submit to the Agent a supplement to Item A of Schedule I hereto to reflect such additional rights (provided the Obligor's failure to do so shall not impair the Agent's security interest therein);

(d) with respect to any material Intellectual Property Collateral, the Obligor has made all necessary and material filings and recordings in Canada or the United States, as applicable, to protect its interest in such Intellectual Property Collateral;

(e) upon (i) the filing of UCC financing statements in the jurisdiction specified on Item F of Schedule I hereto, the security interest created by this Agreement will be a valid perfected first priority security interest in the Collateral, to the extent that a security interest therein may be perfected by filing pursuant to the UCC, (ii) the execution of a Control Agreement with respect to each deposit account and each securities account, the security interest created by this Agreement will be a valid perfected first priority security interest in such deposit accounts and security accounts and (iii) the filing of UCC financing statements in the jurisdiction specified on Item F of Schedule I hereto and the execution and filing of an intellectual property security agreement with the applicable intellectual property office, the security interest created by

this Agreement will be a valid perfected first priority security interest in the Intellectual Property Collateral, in each case, subject only to Permitted Liens;

(f) the Obligor has not granted "control" (within the meaning of such term under the UCC) over any investment property forming part of the Collateral to any Person other than the Agent;

(g) except for the filings and registrations necessary to perfect the security interests created herein or otherwise provided for in the Credit Agreement, no authorization, approval or other action by, and no notice to or filing with, any Governmental Authority is required for the grant by the Obligor of the security interest granted hereby in the Collateral or for the execution, delivery and performance of this Agreement by the Obligor;

(h) the Obligor has rights in and the power to transfer the Collateral in which it purports to grant a security interest pursuant to Section 1 hereof (subject, with respect to after acquired Collateral, to the Obligor acquiring the same);

(i) the security interest granted pursuant to this Agreement constitutes a valid security interest under the UCC securing the Obligations;

(j) Item G of Schedule I attached hereto lists all letter of credit rights and chattel paper of the Obligor; and

(k) except for Equipment from time to time located on the real estate described on Item H of Schedule I hereto or as otherwise hereafter disclosed to the Agent and the Lender Parties in writing pursuant to Section 5(d) below, none of the Equipment is or will be attached to real estate in such a manner that the same may become a fixture; and

(l) all deposit accounts of the Obligor on the date hereof are listed and identified (by account number and depository institution) on Item I of Schedule I attached hereto and made a part hereof. The Obligor shall promptly notify the Agent of any other deposit account opened or maintained by the Obligor after the date hereof, and shall submit to the Agent a supplement to Schedule I to reflect such additional accounts (provided the Obligor's failure to do so shall not impair the Agent's security interest therein). With respect to any deposit account maintained by a depository institution other than the Agent or any other Lender, and as a condition to the establishment and maintenance of any such deposit account, except as otherwise permitted by the Credit Agreement, the Obligor, the depository institution, and the Agent shall execute and deliver a Control Agreement in form and substance reasonably satisfactory to the Agent which provides, among other things, for the depository institution's agreement that it will comply with instructions originated by the Agent directing the disposition of the funds in the deposit account without further consent by the Obligor.

*Section 5.* Until Payment In Full, the Obligor covenants with the Lender Parties that it will comply with or perform, or cause to be complied with or performed, the following obligations:

(a) the Obligor shall maintain, use and operate the Collateral so as to preserve and protect the Collateral and the earnings, incomes, rents, issues and profits thereof, ordinary wear and tear excepted;

(b) [reserved];

(c) [reserved];

(d) the Obligor acknowledges that no Collateral shall become affixed to any real property not subject to a security interest in favor of the Agent without the prior written consent of the Agent;

(e) the Obligor will immediately notify the Agent if any Person has the right to go into, collect or seize possession of the Collateral by means of execution, garnishment or other legal process;

(f) with respect to any Equipment or Inventory in the possession or control of any third party, upon the request of the Agent, acting reasonably, the Obligor shall notify such third party of the Lender Parties' security interest in such Equipment or Inventory and, upon the Agent's request following the occurrence and during the continuance of an Event of Default, direct such third party to hold all such Equipment or Inventory for the Lender Parties' account and subject to the Agent's instructions;

(g) upon the request of the Agent, the Obligor shall deliver to the Agent possession of all originals of all negotiable documents, instruments and chattel paper owned or held by the Obligor (duly endorsed in blank, if requested by the Agent);

(h) if an Event of Default shall have occurred and be continuing, at the written direction of the Agent, all proceeds of Collateral received by the Obligor shall be delivered in kind to the Agent for deposit to a deposit account (the "*Collateral Account*") of the Obligor maintained with the Agent, and the Obligor shall hold all such proceeds in express trust for the benefit of the Lender Parties until delivery thereof is made to the Agent; all amounts so held by the Agent or by the Obligor in trust for the benefit of the Agent and all income in respect thereof will continue to be collateral security for the Obligations and will not constitute payment thereof until approved as hereinafter provided no funds, other than proceeds of Collateral, will be deposited in the Collateral Account;

(i) following the Agent's exercise of the remedy provided for in 5(h) hereof, the Lender Parties shall have the right but not the obligation to apply any amount held in the Collateral Account to the payment of any Obligations which are due and payable or payable upon demand in accordance with the Credit Agreement; the Agent may at any

time transfer to the Obligor's general demand deposit accounts any or all of the collected funds in the Collateral Account; *provided, however*, that any such transfer shall not be deemed to be a waiver or modification of any of the Lender Parties' rights under this Section 5;

(j) the Obligor shall not, unless the Obligor shall reasonably and in good faith determine that any of the Intellectual Property is not material to the business of the Obligor and has negligible economic value, do any act, or omit to do any act, whereby any of the Intellectual Property may lapse or become abandoned, dedicated to the public, placed in the public domain, invalid or unenforceable, as the case may be;

(k) the Obligor shall notify the Agent immediately if it knows, or has reason to believe, that any application or registration relating to any material item of the Intellectual Property Collateral may become abandoned, dedicated to the public, placed in the public domain, invalid or unenforceable, or of any materially adverse determination or development regarding the Obligor's ownership of any such Intellectual Property Collateral, its right to register the same or to keep and maintain and enforce the same;

(l) at the request of the Agent, the Obligor shall execute and deliver to the Agent any document required to acknowledge or register or perfect the Agent's interest in any part of the Intellectual Property Collateral;

(m) subject to Permitted Liens, the Obligor shall defend the title to the Collateral against all Persons and shall, upon reasonable demand by the Agent, furnish further assurance of title and execute any written instruments or do any other acts necessary to make effective the purposes and provisions of this Agreement;

(n) at the request of the Agent, the Obligor will (i) use its commercially reasonable efforts to deliver or cause to be delivered to the Agent a fully executed consent with respect to any letter of credit rights in excess of US\$250,000, in form and substance reasonably acceptable to the Agent and (ii) direct all payments thereunder to an account subject to a Control Agreement;

(o) at the request of the Agent, the Obligor shall create, store and otherwise maintain all records comprising electronic chattel paper in a manner such that (i) a single authoritative copy of each such record exists which is unique, identifiable and, except as provided in clause (iv) below, unalterable, (ii) the authoritative copy of each such record shall identify the Agent as the assignee thereof, (iii) the authoritative copy of each such record is communicated to and maintained by the Agent or its designee, (iv) copies or revisions that add or change any assignees of such record can be made only with the participation of the Agent, (v) each copy (other than the authoritative copy) of such record is readily identifiable as a copy and (vi) any revision of the authoritative copy of such record is readily identifiable as an authorized or unauthorized revision;

(p) the Obligor shall promptly, and in any event within ten Business Days after the same is acquired by it, notify the Agent of any commercial tort claim in excess of US\$250,000 acquired by it and, unless the Agent otherwise consents, the Obligor shall deliver to the Agent a supplement to Item E of Schedule I hereto, in form and substance reasonably satisfactory to the Agent, describing such commercial tort claim and expressly granting to the Agent a first priority security interest in such commercial tort claim (and all judgments and/or settlements with respect thereto and all proceeds thereof);

(q) each Obligor will promptly notify the Agent of any Collateral which constitutes a claim in excess of US\$250,000 against the United States government or any state or local government or any instrumentality or agency thereof within 60 days of filing such a claim;

(r) upon the occurrence and during the continuance of an Event of Default, at the Agent's or the Lender Parties' written request, the Obligor shall at its own cost and expense, cause the lien of the Agent in and to any portion of the Collateral subject to a certificate of title law to be duly noted on such certificate of title or to be otherwise filed in such manner as is prescribed by law in order to perfect such lien and will cause all such certificates of title and evidences of lien to be deposited with the Agent; and

(s) the Obligor shall ensure the representations and warranties set forth in Section 4 hereof will be true and correct at all times, as such representations and warranties may be updated through a certificate in the form of Exhibit H to the Credit Agreement.

*Section 6.* [Reserved].

*Section 7.* [Reserved].

*Section 8.* Following the occurrence of an Event of Default which is continuing, (a) the Agent may notify any parties obligated on any of the Collateral to make any payment to the Agent of any amounts due or to become due thereunder and enforce collection of any of the Collateral by suit or otherwise and surrender, release, or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder or evidenced thereby, (b) following written request of the Agent, the Obligor will, at its own expense, notify any parties obligated on any of the Collateral to make any payment to the Agent of any amounts due or to become due thereunder, and (c) any payment or other proceeds received by the Obligor from any party obligated on any of the Collateral shall be held by the Obligor in trust for the Lender Parties and paid over to the Agent on request.

*Section 9.* The Obligor agrees that, promptly following written request by the Agent, from time to time at its own expense, the Obligor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary and reasonably requested by the Agent in order to perfect, preserve and protect any charges and security interest created, granted or purported to be created or granted hereby or to enable the Agent to exercise



and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, the Obligor will:

(a) if reasonably requested by the Agent, mark conspicuously each chattel paper included in the Receivables and each related contract with a legend, in form and substance satisfactory to the Agent, indicating that such document, chattel paper or related contract is subject to the security interest granted hereby;

(b) if reasonably requested by the Agent, if any Receivable shall be evidenced by a promissory note or other instrument, negotiable document or chattel paper, deliver and pledge to the Agent hereunder such promissory note, instrument, negotiable document or chattel paper duly endorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance satisfactory to the Agent;

(c) execute and file such financing statements, amendments, terminations or other documents (including, without limitation, any assignment of claim from or other formality under or pursuant to the *Assignment of Claims Act* or similar state legislation), and such other instruments or notices, as may be necessary and reasonably requested by the Agent in order to perfect and preserve the security interests and other rights granted or purported to be granted to the Lender Parties hereby;

(d) furnish to the Agent, from time to time at the Agent's reasonable request, statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Agent may reasonably request, all in reasonable detail;

(e) following the occurrence of an Event of Default that is continuing, direct the issuer of any certificated securities included in or relating to the Collateral as the Agent may specify in its request to register the applicable security certificate in the name of the Agent or such nominee as it may direct;

(f) following the occurrence of an Event of Default that is continuing, direct the issuer of any uncertificated securities included in or relating to the Collateral as the Agent may specify in its request to register in the books and records of such issuer the Agent or such nominee as it may direct as the registered owner of the uncertificated security; and

(g) following the occurrence of an Event of Default that is continuing, direct the securities intermediary for any security entitlements in respect of financial assets deposited in or credited to a securities account included in or relating to the Collateral as the Agent may specify in its request to transfer any or all of the financial assets to which such security entitlements relate as the Agent may specify,

and the Agent will be entitled but not bound or required to exercise any of the rights that any holder of the above may at any time have. The Agent will not be responsible for any loss occasioned by its exercise of such rights or by failure to exercise the same within the time

limited for the exercise thereof other than any loss resulting from the gross negligence or willful misconduct of the Agent.

With respect to the foregoing and the grant of the security interest hereunder, the Obligor hereby authorizes the Agent on behalf of the Lender Parties to file one or more financing statements, amendments, terminations or other documents, relative to all or any part of the Collateral without the signature of the Obligor where permitted by law. Any financing statement filed by the Agent may be filed in any filing office in any UCC jurisdiction and may (a) describe or indicate the collateral covered by such financing statement as "all personal property of debtor, whether now owned or hereafter acquired or arising" or "all assets of debtor, whether now owned or hereafter acquired" or any words of similar effect and/or meaning, and (b) 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 (i) whether the Obligor is an organization, the type of organization and any organization identification number issued to the Obligor, and (ii) in the case of a financing statement filed as a fixture filing or indicating the Obligor's Collateral as goods that are or are to become fixtures, as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. The Obligor also ratifies its authorization for the Agent to have filed in any UCC jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof.

*Section 10.* The Obligor agrees that promptly, following written request from time to time by the Agent acting reasonably, the Obligor shall give its consent in writing to:

(a) the entering into by any issuer of any uncertificated securities included in or relating to the Collateral as the Agent may specify in its request, of a Control Agreement with the Agent in respect of such uncertificated securities, which consent may be incorporated into an agreement to which such issuer, the Agent and the Obligor are parties; and

(b) the entering into by any securities intermediary for any security entitlements in respect of the financial assets deposited in or credited to a securities account included in or relating to the Collateral as the Agent may specify in its request, of a Control Agreement with the Agent in respect of such security entitlements which consent may be incorporated into an agreement to which such securities intermediary, the Agent and the Obligor are parties.

*Section 11.* The Obligor agrees that it shall not consent to:

(a) the entering into by any issuer of any uncertificated securities included in or relating to the Collateral of a Control Agreement in respect of such uncertificated securities with any Person other than the Agent or such nominee or agent as it may direct; or

(b) the entering into by any securities intermediary for any security entitlements in respect of the financial assets deposited in or credited to a securities account included in or relating to the Collateral of a Control Agreement with respect to

such securities accounts or security entitlements with any Person other than the Agent or such nominee or agent as it may direct.

*Section 12.* Unless an Event of Default has occurred and is continuing, the Obligor may use the Collateral in any lawful manner not inconsistent with this Agreement or the Credit Agreement, and the Agent and its representatives shall have the right to inspect the operations of the Obligor, its books and records and the Collateral in the manner and at the times set out in the Credit Agreement.

*Section 13.* Following the occurrence of and during the continuance of an Event of Default, the Agent may have any Collateral comprising instruments, shares, stock, warrants, bonds, debentures, debenture stock or other securities, registered in its name or in the name of its nominee and will be entitled but not bound or required to exercise any of the rights that any holder of such securities may at any time have, but the Agent shall not be responsible for any loss occasioned by the exercise of any of such rights (other than as a result of its gross negligence or willful misconduct) or by failure to exercise the same within the time limit for the exercise thereof.

*Section 14.* Upon the Obligor's failure to perform any of its duties hereunder the Agent may, but shall not be obliged to, perform any or all of such duties, without waiving any rights to enforce this Agreement, and the Obligor shall pay to the Agent, forthwith upon written demand therefor, an amount equal to the reasonable costs, fees and expenses incurred by the Agent in so doing plus interest thereon from the date such costs, fees and expenses are incurred until paid at the rate or rates set out in the Credit Agreement.

*Section 15.* Upon the occurrence of an Event of Default that is continuing, the security hereby granted shall immediately become enforceable and the Agent may, in its sole discretion, forthwith or at any time during the continuance of such Event of Default:

(a) declare any or all of the Obligations not then due and payable to be immediately due and payable and, in such event, such Obligations shall be forthwith due and payable to the Agent without presentment protest or notice of dishonour;

(b) commence legal action to enforce payment or performance of the Obligations;

(c) require the Obligor to disclose to the Agent the location or locations of the Collateral and the Obligor agrees to make such disclosure when so required by the Agent;

(d) require the Obligor, at the Obligor's sole expense, to assemble the Collateral and deliver or make the Collateral available at a place or places designated by the Agent to the Obligor that is reasonably convenient for the Obligor, and the Obligor agrees to so assemble, deliver or make available the Collateral;

(e) enter any premises where the Collateral may be situated and take possession of the Collateral by any method permitted by law;

(f) repair, process, modify, complete or otherwise deal with the Collateral and prepare for the disposition of the Collateral, whether on the premises of the Obligor or otherwise and take such steps as it considers necessary to maintain, preserve or protect the Collateral;

(g) seize, collect, realize or dispose of the Collateral by private sale, public sale, lease, or otherwise upon such terms and conditions as the Agent may determine or otherwise deal with the Collateral or any part thereof in such manner, upon such terms and conditions and of such times as may seem to the Agent advisable as permitted by Applicable Law;

(h) carry on all or any part of the business or businesses of the Obligor and may, to the exclusion of all others, enter upon, occupy and use all or any of such premises, buildings, plant, undertaking and other property of or used by the Obligor as part of or for such time and in such manner as the Agent sees fit, free of charge, and the Agent shall not be liable to the Obligor for any act, omission, or negligence (other than gross negligence or willful misconduct) in so doing or for any rent, charges, depreciation, damages or other amount in connection therewith or resulting therefrom and any sums expended by the Agent shall bear interest at the rate or rates set out in the Credit Agreement;

(i) file such proofs of claim or other documents as may be necessary or desirable to have its claim lodged in any bankruptcy, winding-up, liquidation, dissolution or other proceedings (voluntary or otherwise) relating to the Obligor;

(j) where the Collateral has been disposed of by the Lender Parties as provided in section 15(g), commence legal action against the Obligor for any deficiency;

(k) pay or discharge any Lien or claims by any Person in the Collateral and the amount so paid shall be added to the Obligations and secured hereby and shall bear interest at the highest rate of interest charged by the Lenders at that time in respect of any of the Obligations until payment thereof;

(l) take any other action, suit, remedy or proceeding authorized or permitted by this Agreement, the UCC or by law or equity;

(m) to the extent permitted by Applicable Law, transfer any securities forming part of the Collateral into the name of the Agent or its nominee, with or without disclosing that the securities are subject to a security interest and cause the Agent or its nominee to become the entitlement holder with respect to any security entitlements forming part of the Collateral; and

(n) sell, transfer or use any investment property included in the Collateral of which the Agent or its agent has "control" within the meaning of Section 9-104 of the UCC.

*Section 16.* Where required to do so by the UCC or other Applicable Law, the Agent shall give to the Obligor the written notice required by the UCC or other Applicable Law of any intended disposition of the Collateral.

*Section 17.* Any notice or communication to be given under this Agreement to the Obligor or the Agent shall be effective if given in accordance with the provisions of the Credit Agreement as to the giving of notice to each (with the exception of the Obligor's address for notice, which is set out on the signature pages to this Agreement), and the Obligor and the Agent may change their respective address for notices in accordance with the said provisions.

*Section 18.* If the Agent is entitled to exercise its rights and remedies in accordance with Section 15 hereof, the Agent may take proceedings in any court of competent jurisdiction for the appointment of a receiver (which term shall include a receiver and manager) (each herein referred to as a "Receiver") of the Collateral or may by appointment in writing appoint any Person to be a Receiver of the Collateral and may remove any Receiver so appointed by the Agent and appoint another in its stead; and any such Receiver appointed by instrument in writing shall have powers of the Agent set out in sections 15(b) to (n), inclusive, including, without limitation, the power (a) to take possession of the Collateral, (b) to carry on the business of the Obligor, and (c) to sell, lease or otherwise dispose of the whole or any part of the Collateral at public auction, by public tender or by private sale, either for cash or upon credit, at such time and upon such terms and conditions as the Receiver may determine as permitted by Applicable Law; *provided* that, to the extent permitted and in the manner prescribed by law any such Receiver shall be deemed the agent of the Obligor and no Lender Party shall be in any way responsible for any misconduct or negligence of any such Receiver.

*Section 19.* Any proceeds of any disposition of any Collateral may be applied by the Agent to the payment of reasonable expenses incurred in connection with retaking, holding, repairing, processing, preparing for disposition and disposing of the Collateral (including the remuneration of any Receiver appointed pursuant to section 18, solicitor's fees on a substantial indemnity basis and legal expenses and any other expenses), and any balance of such proceeds may be applied by the Agent towards the payment of the Obligations in accordance with the Credit Agreement. All such expenses shall bear interest at the rate or rates set out in the Credit Agreement. If the disposition of the Collateral fails to satisfy the Obligations and the expenses incurred by the Lender Parties, the Obligor shall be liable to pay any deficiency to the Lender Parties on demand, subject to Applicable Law.

*Section 20.* Subject to Applicable Law, the Agent is authorized, in connection with any offer or sale of any securities forming part of the Collateral, to comply with any limitation or restriction as it may be advised by counsel is necessary to comply with Applicable Law, including compliance with procedures that may restrict the number of prospective bidders and purchasers, requiring that prospective bidders and purchasers have certain qualifications and restricting prospective bidders and purchasers to Persons who will represent and agree that they are purchasing for their own account or investment and not with a view to the distribution or resale of such securities. Subject to Applicable Law, the Agent will not be liable or accountable to the Obligor for any discount allowed by reason of the fact that such securities are sold in compliance with any such limitation or restriction.

*Section 21.* The Obligor 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 Obligor, delivered as set forth in Section 17, 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, the Obligor waives all claims, damages, and demands against the Agent or any other Lender 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 Agent or such Lender Party as finally determined by a court of competent jurisdiction. To the extent it may lawfully do so, the Obligor absolutely and irrevocably waives and relinquishes the benefit and advantage of, and covenants not to assert against the Agent or any other Lender 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 Agreement, or otherwise. Except as otherwise specifically provided herein, the Obligor hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by Applicable Law) of any kind in connection with this Agreement or any Collateral.

*Section 22.* The Agent shall have no obligation to marshal any of the Collateral and the Obligor hereby waives all rights it may have nor or in the future under any applicable law or otherwise to compel the Agent or any other Lender Party to marshal any assets in favor of the Obligor or any other Person or against or in payment of any or all of the Obligations.

*Section 23.* The Obligor further agrees that:

(a) the Obligor shall not be discharged by any extension of time, additional advances, renewals and extensions, the taking of further security, releasing security, extinguishment of the security interest as to all or any part of the Collateral, or any other act except a release or discharge of the security interest upon Payment In Full;

(b) any failure by the Agent to exercise any right set out in this Agreement shall not constitute a waiver thereof; nothing in this Agreement or in the Obligations shall preclude any other remedy by action or otherwise for the enforcement of this Agreement or the payment in full of the Obligations;

(c) the Agent may waive, in whole or in part, any breach by the Obligor of any of the provisions of this Agreement, any default by the Obligor in payment or performance of any of the Obligations or any of its rights and remedies, whether provided for herein or otherwise, *provided* that no such waiver shall be effective unless given by the Agent to the Obligor in writing;

(d) no waiver given in accordance with section 23(c) shall be a waiver of any other or subsequent breach by the Obligor of any of the provisions of this Agreement, of any other or subsequent default by the Obligor in payment or performance of any of the

Obligations or any of the rights and remedies of the Agent, whether provided for herein or otherwise;

(e) the charge and security interest created by this Agreement is intended to attach when this Agreement is signed by the Obligor with respect to all items of Collateral in which the Obligor has rights at that moment, and shall attach to all other Collateral immediately upon the Obligor acquiring any rights therein; and

(f) value has been given and it has rights in the Collateral.

*Section 24.* The Obligor acknowledges having received an executed copy of this Agreement.

*Section 25.* The Obligor hereby irrevocably constitutes and appoints the Agent as the true and lawful attorney of the Obligor with power of substitution in the name of the Obligor, to do any and all such acts and things or execute and deliver all such agreements, documents and instruments as the Agent, in its sole discretion, considers necessary or desirable to carry out the provisions and purposes of this Agreement or to exercise any of its rights and remedies hereunder, and to do all acts or things necessary to realize or collect the proceeds, including, without limitation:

(a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(b) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above;

(c) to file any claims or take any action or institute any proceedings which the Agent may reasonably deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Lender Parties with respect to any of the Collateral; and

(d) to perform the affirmative obligations of the Obligor hereunder.

The Obligor hereby acknowledges, consents and agrees that the power of attorney granted pursuant to this paragraph is irrevocable (until termination of the security interest hereunder) and coupled with an interest. The Obligor hereby ratifies and agrees to ratify all lawful acts of any such attorney taken or done in accordance with this paragraph. The Agent agrees that it shall not exercise the power of attorney granted pursuant to this Section 25 unless an Event of Default has occurred and is continuing.

*Section 26.* The powers conferred on the Lender Parties hereunder are solely to protect their interests in the Collateral and shall not impose any duty on the Agent to exercise any such powers. Except for reasonable care of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Agent shall have no duty as to any Collateral or as

to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral.

*Section 27.* Notwithstanding any other term or condition of this Agreement, this Agreement shall not relieve the Obligor or any other party to any of the Collateral from the observance or performance of any term, covenant, condition or agreement on its part to be observed or performed thereunder or from any liability to any other party or parties thereto or impose any obligation on the Agent to observe or perform any such term, covenant, condition or agreement to be so observed or performed, and the Obligor hereby agrees to indemnify and hold harmless the Agent from and against any and all losses, liabilities (including liabilities for penalties), costs and expenses which may be incurred by the Agent under the Collateral and from all claims, alleged obligation or undertaking on its part to observe, perform or discharge any of the terms, covenants and agreements contained in the Collateral, except as caused by the gross negligence or willful misconduct of the Agent. The Agent may, at its option, perform any term, covenant, condition or agreement on the part of the Obligor to be performed under or in respect of the Collateral (and/or enforce any of the rights of the Obligor thereunder) without thereby waiving any rights to enforce this Agreement. Nothing contained in this Section 27 shall be deemed to constitute the Agent the mortgagee in possession of the Collateral or the lessee under any lease or agreement to lease unless the Agent has agreed to become such mortgagee in possession or to be a lessee.

*Section 28.* All rights of the Agent and the Lender Parties hereunder shall enure to the benefit of their respective successors and permitted assigns, *provided* that neither the Agent nor a Lender Party shall be entitled to transfer or assign any of its right, title or interest in, to, or arising under this Agreement except in accordance with the provisions governing assignment contained in the Credit Agreement and all obligations of the Obligor hereunder shall bind the Obligor and its successors and assigns.

*Section 29.* The Obligor acknowledges and agrees that in the event it merges with any other corporation or corporations, it is the intention of the parties hereto that the security interest created hereby (i) shall extend to "Collateral" (as that term is herein defined) owned by each of the merging corporations and the surviving corporation at the time of merger and to any "Collateral" thereafter owned or acquired by the surviving corporation, such that the term the "Obligor" when used herein would apply to each of the merging corporations and the surviving corporation and (ii) shall secure the "Obligations" (as that term is herein defined) of each of the merging corporations and the surviving corporation to the Lender Parties at the time of merger and any "Obligations" of the surviving corporation to the Lender Parties thereafter arising. The security interest shall attach to the additional "Collateral" at the time of merger and to any "Collateral" thereafter owned or acquired by the surviving corporation when such becomes owned or is acquired.

*Section 30.* To the extent the Obligor is a Qualified ECP when its guaranty of or grant of lien as security for a Swap Obligation becomes effective, the Obligor absolutely, unconditionally and irrevocably undertakes to provide funds or other support to each Specified Guarantor with respect to such Swap Obligation as may be needed by such Specified Guarantor from time to time to honor all of its obligations under the Loan Documents in respect of such



Swap Obligation (but, in each case, only up to the maximum amount of such liability that can be hereby incurred without rendering the Obligor's obligations and undertakings under this Section 30 voidable under any applicable fraudulent transfer or conveyance act). The obligations and undertakings of the Obligor under this Section 30 shall remain in full force and effect until payment in full of all Obligations. The Obligor intends this Section 30 to constitute, and this Section 30 shall be deemed to constitute, a guaranty of the obligations of, and a "keepwell, support or other agreement" for the benefit of, each Guarantor for all purposes of the Commodity Exchange Act.

*Section 31. Governing Law.* (a) This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(b) Each of the OBLIGOR AND THE AGENT HEREBY IRREVOCABLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND each of the OBLIGOR AND THE AGENT HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES 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 LIMIT THE RIGHT OF THE AGENT OR ANY OTHER LENDER PARTY TO BRING PROCEEDINGS AGAINST THE OBLIGOR OR ITS PROPERTIES IN THE COURTS OF ANY OTHER JURISDICTION. ANY JUDICIAL PROCEEDING BY THE OBLIGOR AGAINST THE AGENT OR ANY OTHER LENDER PARTY OR ANY AFFILIATE OF THE AGENT OR ANY OTHER LENDER PARTY INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL BE BROUGHT ONLY IN A COURT IN NEW YORK, NEW YORK.

(c) EACH OF THE PARTIES HERETO WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE RELATIONSHIP ESTABLISHED THEREUNDER.

(d) Each of the Obligor and the Agent hereby irrevocably consents to the service of any and all process in any such action or proceeding by the delivery of copies of such process to the Obligor in any the manner provided for notices in Section 17. Nothing in this Section affects the right of the Agent to serve process in any manner permitted by Applicable Law.

*Section 32.* In the event of any conflict between the provisions hereunder and the provisions of the Credit Agreement then, notwithstanding anything contained in this Agreement, the provisions contained in the Credit Agreement shall prevail and the provisions of this Agreement will be deemed to be amended to the extent necessary to eliminate such conflict. If any act or omission of the Obligor is expressly permitted under the Credit Agreement but is expressly prohibited hereunder, such act or omission shall be permitted. If any act or omission is expressly prohibited hereunder, but the Credit Agreement does not expressly permit such act or

omission, or if any act is expressly required to be performed hereunder but the Credit Agreement does not expressly relieve the Obligor from such performance, such circumstance shall not constitute a conflict between the applicable provisions hereunder and the provisions of the Credit Agreement.

*Section 33.* This Agreement and the security interest, collateral assignment and charge granted hereby are in addition to and not in substitution for any other security now or hereafter held by the Agent and this Agreement is a continuing agreement and security that will remain in full force and effect until discharged by the Agent or until Payment In Full.

*Section 34.* The Liens granted to the Agent pursuant to this Agreement will not be discharged except upon the Payment In Full, in which event the security interest granted hereunder shall be automatically and immediately released, discharged and cancelled and other than with respect to the obligations of the Agent and the Obligor that expressly survive termination of this Agreement, this Agreement shall terminate and be of no further force and effect. Furthermore, the Agent shall upon request in writing by the Obligor, deliver the Collateral in its possession to the Obligor and shall at the expense of the Obligor execute and deliver to the Obligor such documents as shall be requisite to discharge the security interests.

*Section 35.* Notwithstanding the provisions of Sections 33 and 34 hereof, this Agreement shall be reinstated if at any time following the termination of this Agreement under Section 33 or 34 hereof, the performance by the Obligor hereunder or under any other Loan Document is set aside upon the insolvency, bankruptcy, reorganization, dissolution or liquidation of the Obligor or otherwise. Such period of reinstatement shall continue until satisfaction of the conditions contained in, and shall continue to be subject to, the provisions of Sections 33, 34 and 35 hereof.

*Section 36.* Any provision of this Agreement held to be invalid, illegal or unenforceable, shall be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality or enforceability of the remaining provisions hereof.

*Section 37.* The Obligor hereby waives, to the extent permitted by Applicable Law, the right to receive a copy of any financing statement or financing change statement, or any statement issued by any registry that confirms the registration of a financing statement or financing change statement, relating to this Agreement, the Credit Agreement or any other agreement between the Obligor and the Lender Parties.

*Section 38.* This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by its officer thereunto duly authorized as of the date set forth herein above.

ATLAS-SSI, INC.

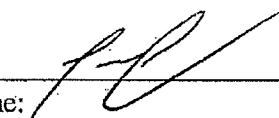
By:   
Name:  
Title:

[Signature Page to General Security Agreement – Borrower]

**TRADEMARK**  
**REEL: 006547 FRAME: 0828**

CANADIAN IMPERIAL BANK OF COMMERCE,  
as Agent

By:   
Name: **Jamie Cooper**  
Title: **Authorized Signatory**

By:   
Name: \_\_\_\_\_  
Title: **Timothy Samis**  
**AUTHORIZED SIGNATORY**

[Signature Page to General Security Agreement – Borrower]

**TRADEMARK**  
**REEL: 006547 FRAME: 0829**

**SCHEDULE I  
TO  
GENERAL SECURITY AGREEMENT**

ITEM A. INTELLECTUAL PROPERTY.

All intellectual property listed below is a Trademark

TM/AN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Owner Information	Date of First Use
<u>SMARTSCREEN TECHNOLOGY</u> RN: 4148030 SN: 85310196 Disclaimer: "TECHNOLOGY"	Registered Supplemental Register 8 Accepted February 20, 2018 Int'l Class: 11,37,42 First Use: March 22, 2011 Filed: May 2, 2011 Registered: May 22, 2012	(Int'l Class: 11) water filters, namely, traveling water screens (Int'l Class: 37) construction of traveling water screens (Int'l Class: 42) engineering services, namely, engineering in the areas of design and construction of traveling water screens	Atlas-SSI, Inc. (Mississippi Corp.) 622 Mcpherson Drive Montecello Mississippi 39654	Int'l Class:11,37,42 March 22, 2011

ITEM D. LOCATIONS OF COLLATERAL.

**Obligor's Chief Executive Office is located at:** 622 E. McPherson Drive, Monticello, Mississippi 39654

Obligor owns the below-listed real property, and conducts business operations at these properties.

**Mississippi Real Property**

- Municipal Address: 622 E. McPherson Drive, Monticello, Mississippi 39654
- Legal description (see below)

The Land referred to herein below is situated in Lawrence County, State of Mississippi, and is described as follows:

**TRACT I**

A tract of land containing 6.22 acres, more or less, being situated in the North 1/2 of the Northwest 1/4, Section 33, Township 7 North, Range 11 East, Lawrence County, Mississippi, and being described as follows: From the Northwest corner of said Northwest 1/4, Section 33, run East a distance of 1082.6 feet; thence South a distance of 43.2 feet; thence South 0 Degrees 43 Minutes West 231.7 feet along the East boundary of a public street to the Point of Beginning; thence South 89 Degrees 17 Minutes East 941.6 feet; thence South 1 Degree 48 Minutes West 307.5 feet along a fence to a right-of-way marker; thence North 87 Degrees 00 Minutes West 936.6 feet along the North side of a public street; thence North 0 Degrees 43 Minutes East 270.2 feet along the East side of street to the Point of Beginning.

**TRACT II**

A parcel of land containing 5.00 acres, more or less, being situated in the North 1/2 of the Northwest 1/4, Section 33, Township 7 North, Range 11 East, Lawrence County, Mississippi, and being described in particular as follows: From the Northwest corner of said Northwest 1/4 of Section 33; run East a distance of 1082.6 feet; thence South a distance of 43.2 feet to the Point of Beginning; thence South 0 Degrees 43 Minutes West 231.7 feet along the East boundary of a public street; thence South 89 Degrees 17 Minutes East 941.5 feet to a property fence; thence North 1 Degree 48 Minutes East 231.8 feet along said fence to the South boundary of a public street; thence North 89 Degrees 17 Minutes West 946.0 feet along the South boundary of said street to the Point of Beginning.

**TRACT III**

Commencing at the Northwest corner of the Northwest 1/4 of Section 33, Township 7 North, Range 11 East, Lawrence County, Mississippi, and run East 1012.5 feet; thence run South 42.4 feet to the Point of Beginning; thence run South 00 Degrees 43 Minutes 00 Seconds West 574.0 feet along the West right-of-way line of a public street; thence run West 1,016.9 feet to the East right-of-way line of Mississippi State Highway No. 27; thence run along said right-of-way line

North 00 Degrees 35 Minutes 09 Seconds West 18.2 feet; thence continue along said right-of-way line North 03 Degrees 04 Minutes 40 Seconds East 140.0 feet; thence run North 89 Degrees 19 Minutes 51 Seconds East 367.5 feet to a fence corner, thence run North 00 Degrees 40 Minutes 49 Seconds East 214.3 feet along a fence; thence run East 210.0 feet; thence run North 197.0 feet to the Southern right-of way line of a public street; thence run along said right-of-way line North 89 Degrees 55 Minutes 53 Seconds East 436.7 feet back to the Point of Beginning, said parcel containing 8.9 acres, more or less, and being situated in the Northwest 1/4 of the Northwest 1/4, of Section 33, Township 7 North, Range 11 East, Lawrence County, Mississippi.

#### **TRACT IV**

Commencing at the Northwest corner of the Northwest 1/4 of Section 33, Township 7 North, Range 11 East, Lawrence County, Mississippi, and run East 1,012.5 feet; thence run South 42.4 feet; thence run South 00 Degrees 43 Minutes 00 Seconds West 574.0 feet to the Point of Beginning; thence run West 1,016.9 feet to the East right-of-way line of Mississippi State Highway No. 27; thence run along said right-of-way line South 00 Degrees 35 Minutes 09 Seconds East 533.2 feet to the North right-of-way line of a public street; thence run along said right-of-way line North 89 Degrees 49 Minutes 57 Seconds East 1032.3 feet to the West right-of-way line of a public street; thence run along said right of-way line North 02 Degrees 14 Minutes 52 Seconds West 530.6 feet back to the Point of Beginning. Said parcel containing 12.5 acres, more or less, and being situated in the Northwest 1/4 of the Northwest 1/4, of Section 33, Township 7 North, Range 11 East, Lawrence County, Mississippi.

#### **TRACT V**

A parcel of land containing 18.24 acres, more or less, situated in the Northwest 1/4 of Section 33, Township 7 North, Range 11 East, Lawrence County, Mississippi, and being more particularly described as follows: Commencing at the Northwest corner of the Northwest 1/4 of said Section 33, run thence East 1,012.5 feet; run thence South 42.4 feet; run thence South 00 Degrees 43 Minutes West 574.0 feet along West right-of-way of public street; run thence North 88 Degrees 15 Minutes 30 Seconds East 70.06 feet to the Point of Beginning; thence run South 86 Degrees 59 Minutes 30 Seconds East 933.25 feet along South right-of-way of public street to a right-of-way marker; thence run South 00 Degrees 12 Minutes 08 Seconds West 848.77 feet to the North property line of property owned by Town of Monticello, Deed Book A-46, Page 143-144; thence run along a fence North 89 Degrees 09 Minutes 30 Seconds West 915.98 feet (N89-34W bearing from previous deed) along North line of said property to the East right-of-way of public street; thence run along said right-of-way North 01 Degrees 15 Minutes East 354.18 feet; thence run along said right-of-way North 02 Degrees 14 Minutes 52 Seconds West 530.60 feet to the Point of Beginning.

#### **LESS AND EXCEPT FROM THE ABOVE TRACTS:**

A parcel of land containing 18.00 acres, more or less, situated in the Northwest 1/4 of the Northwest 1/4, Section 33, Township 7 North, Range 11 East, Lawrence County, Mississippi, and being more particularly described as follows:

Commencing at the Northwest corner of the Northwest 1/4 of said Section 33, run thence East 1,012.5 feet; run thence South 42.4 feet, run thence South 00 Degrees 43 Minutes West 294.0 feet along West right-of-way of Public street to the Point of Beginning.

1. Thence run South 00 Degrees 43 Minutes West 280.0 feet along West right of-way of public street;
2. Thence run along said right-of-way South 02 Degrees 14 Minutes 52 Seconds East 530.6 feet to the North right-of-way of public street;
3. Thence run along said right-of-way South 89 Degrees 49 Minutes 57 Seconds West 1,032.30 feet to the East right-of-way of Mississippi State Highway No. 27;
4. Thence run along said right-of-way North 00 Degrees 35 Minutes 09 Seconds West 551.40 feet;
5. Thence run along said right-of-way North 03 Degrees 04 Minutes 40 Seconds East 140.0 feet;
6. Thence run North 89 Degrees 19 Minutes 51 Seconds East 367.5 feet to a fence corner;
7. Thence run North 00 Degrees 40 Minutes 49 Seconds East 117.73 feet along a fence;
8. Thence run East 644.24 feet to the Point of Beginning.

### **Louisiana Real Property**

- Municipal Address: 215 Hwy 19, Slaughter, LA 70777
- Legal description (see below)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE PARISHES OF EAST BATON ROUGE AND EAST FELICIANA, STATE OF LOUISIANA, AND IS DESCRIBED AS FOLLOWS:

#### **TRACT 1**

A certain tract or parcel of ground with all improvements thereon containing 4.08 ACRES in Section 61, T4S, R1E, GLD, Village of Slaughter, East Feliciana Parish, Louisiana and being designated as "TRACT W-3" containing 4.08 acres, according to "Plat Showing Survey and Removal of 4.08 Ac Tract W-3 from the Henry A. Watson Tract Being a 1.00 Ac Lot A, 0.21 Ac of Lot B Boudreaux Motors Lots and 2.87 Ac of the Henry A. Watson Part of the Wicker Tract in Sec 61 T4S, R1B, GLD Town of Slaughter East Feliciana Parish, Louisiana", by Charles T. Snyder, Registered Land Surveyor, dated December 4, 1990 and filed under Register Number 124020 of the Official Conveyance Records of the Parish of East Feliciana, State of Louisiana.

#### **TRACT 2**

A certain tract or parcel of ground with all improvements containing 6.02 ACRES in Sections 7 and 61 T4S, R1E, Village of Slaughter, East Feliciana Parish, Louisiana, and being more particular shown and described as "TRACT W-4", containing 6.02 Acres according to "Plat Showing Survey and Removal of 6.02 Ac Tract W-4 From the Henry A. Watson Tract Being 0.79 Ac of Lot B Boudreaux Motors and 5.23 Ac of Tract C of the Wicker Tract in Sec 7 and 61 T4S, R1E Town of Slaughter East Feliciana Parish Louisiana", by Charles T. Snyder,



Registered Land Surveyor, dated December 10, 1990 and filed under Register Number 124020 of the Official Conveyance Records of the Parish of East Feliciana, State of Louisiana.

**TRACT 3**

A certain tract or parcel of ground with all improvements thereon containing 1.99 ACRES in Sections 7 and 61, T4S, R1E, Village of Slaughter, East Feliciana Parish, Louisiana and being the remainder of Tract C originally containing 10.09 Acres as shown on plat of survey recorded in COB N-4, folio 402-406 which parcel is bounded now or formerly North by Bank of Jackson and Tract W-4 above described, South by the East Baton Rouge Parish/East Feliciana Parish line, and West by the eastern right-of-way of Louisiana Highway 19 and being triangular in shape fronting 208.03 feet on the eastern right-of-way of Louisiana Highway 19.

**TRACT 4**

A certain tract or parcel of land with all improvements thereon in Sections 7 and 61, T4S, R1E, parish of East Baton Rouge, Louisiana, and being more particularly shown and described as "TRACT Z-2-A-2" according to "Map Showing Resubdivision of Tract Z-2-A into Tracts Z-1-A-1 & Z-2-A-2 located in Sections 7 & 61, T-4-S, R-1-E, East Baton Rouge Parish, Louisiana for DG Partnership #1 LLC", dated January 11, 2007, prepared by David L. Patterson, P.L.S. and recorded in East Baton Rouge Parish, Louisiana, as Original 913, Bundle 11923, being subject to such servitudes and building setback lines as are more particularly described on said map.

**TRACT 5**

One (1) certain tract or parcel of ground with all improvements thereon, known as "TRACT W-6", containing 2.558 ACRES in Section 61, T4S, R1E, Village of Slaughter, East Feliciana Parish, Louisiana, according to "Plat Showing Resubdivision of the Remainder of the D.C. Rice Tract Into 4.697 Ac. Tract W-5 and 2.558 Ac. Tract W-6 Sec. 61, T-4-S, R-1-E, GLD Town of Slaughter East Feliciana Parish, Louisiana", by Charles T. Snyder, Registered Land Surveyor, dated May 1, 1998 and filed under Register Number 155048 of the Official Conveyance Records of the Parish of East Feliciana, State of Louisiana.

**TRACT 6**

A certain tract or parcel of ground with all improvements thereon containing 1.88 ACRES in Sections 7 and 61, T4S, R1E, East Baton Rouge Parish, Louisiana and being designated as "TRACT D" containing 1.88 acres according to "Plat Showing Survey and Removal of 10.49 Ac Tract 'C' in Secs 7 & 61 T4S R1E GLD East Feliciana Parish and 1.88 Ac Tract 'D' in Secs 7 & 61 T4S R1E GLD East Baton Rouge Parish from the Peggy W. Spangler and Yvonne W. Wicker Tract", by Walter C. Snyder, Registered Land Surveyor, dated April 30, 1979, and recorded in COB N-4, folio 402-406, of the Conveyance Records of East Feliciana Parish, Louisiana.

**Obligor also leases office space at the following location:** 5637 Galeria Drive, Suite 203, Baton Rouge, Louisiana, 70816.

ITEM E. COMMERCIAL TORT CLAIMS.

NONE.

ITEM F. OBLIGOR INFORMATION.

<b>US ADVANCE PARTY NAME</b>	<b>JURISDICTION OF ORGANIZATION</b>	<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER</b>	<b>ORGANIZATIONAL IDENTIFICATION NUMBER</b>
Atlas-SSI, Inc.	Mississippi	64-0900660	00701836

ALSO KNOWN WITHIN LAST FIVE YEARS BY THE FOLLOWING NAMES:

- Atlas Manufacturing Company, Inc.
- Atlas Bucket Manufacturing Company, Inc.
- Atlas Traveling Water Screens

ITEM G. LETTER OF CREDIT RIGHTS AND CHATTEL PAPER.

NONE.

ITEM H.        FIXTURES.

**Mississippi Real Property**

- Owned by Atlas-SSI, Inc.
- Municipal Address: 622 E. McPherson Drive, Monticello, Mississippi 39654
- Legal description (see below)

The Land referred to herein below is situated in Lawrence County, State of Mississippi, and is described as follows:

**TRACT I**

A tract of land containing 6.22 acres, more or less, being situated in the North 1/2 of the Northwest 1/4, Section 33, Township 7 North, Range 11 East, Lawrence County, Mississippi, and being described as follows: From the Northwest corner of said Northwest 1/4, Section 33, run East a distance of 1082.6 feet; thence South a distance of 43.2 feet; thence South 0 Degrees 43 Minutes West 231.7 feet along the East boundary of a public street to the Point of Beginning; thence South 89 Degrees 17 Minutes East 941.6 feet; thence South 1 Degree 48 Minutes West 307.5 feet along a fence to a right-of-way marker; thence North 87 Degrees 00 Minutes West 936.6 feet along the North side of a public street; thence North 0 Degrees 43 Minutes East 270.2 feet along the East side of street to the Point of Beginning.

**TRACT II**

A parcel of land containing 5.00 acres, more or less, being situated in the North 1/2 of the Northwest 1/4 , Section 33, Township 7 North, Range 11 East, Lawrence County, Mississippi, and being described in particular as follows: From the Northwest corner of said Northwest 1/4 of Section 33; run East a distance of 1082.6 feet; thence South a distance of 43.2 feet to the Point of Beginning; thence South 0 Degrees 43 Minutes West 231.7 feet along the East boundary of a public street; thence South 89 Degrees 17 Minutes East 941.5 feet to a property fence; thence North 1 Degree 48 Minutes East 231.8 feet along said fence to the South boundary of a public street; thence North 89 Degrees 17 Minutes West 946.0 feet along the South boundary of said street to the Point of Beginning.

**TRACT III**

Commencing at the Northwest corner of the Northwest 1/4 of Section 33, Township 7 North, Range 11 East, Lawrence County, Mississippi, and run East 1012.5 feet; thence run South 42.4 feet to the Point of Beginning; thence run South 00 Degrees 43 Minutes 00 Seconds West 574.0 feet along the West right-of-way line of a public street; thence run West 1,016.9 feet to the East right-of-way line of Mississippi State Highway No. 27; thence run along said right-of-way line North 00 Degrees 35 Minutes 09 Seconds West 18.2 feet; thence continue along said right-of-way line North 03 Degrees 04 Minutes 40 Seconds East 140.0 feet; thence run North 89 Degrees 19 Minutes 51 Seconds East 367.5 feet to a fence corner, thence run North 00 Degrees 40 Minutes 49 Seconds East 214.3 feet along a fence; thence run East 210.0 feet; thence run North 197.0 feet to the Southern right-of way line of a public street; thence run along said right-of-way line North 89 Degrees 55 Minutes 53 Seconds East 436.7 feet back to the

Point of Beginning, said parcel containing 8.9 acres, more or less, and being situated in the Northwest 1/4 of the Northwest 1/4, of Section 33, Township 7 North, Range 11 East, Lawrence County, Mississippi.

#### **TRACT IV**

Commencing at the Northwest corner of the Northwest 1/4 of Section 33, Township 7 North, Range 11 East, Lawrence County, Mississippi, and run East 1,012.5 feet; thence run South 42.4 feet; thence run South 00 Degrees 43 Minutes 00 Seconds West 574.0 feet to the Point of Beginning; thence run West 1,016.9 feet to the East right-of-way line of Mississippi State Highway No. 27; thence run along said right-of-way line South 00 Degrees 35 Minutes 09 Seconds East 533.2 feet to the North right-of-way line of a public street; thence run along said right-of-way line North 89 Degrees 49 Minutes 57 Seconds East 1032.3 feet to the West right-of-way line of a public street; thence run along said right of-way line North 02 Degrees 14 Minutes 52 Seconds West 530.6 feet back to the Point of Beginning. Said parcel containing 12.5 acres, more or less, and being situated in the Northwest 1/4 of the Northwest 1/4, of Section 33, Township 7 North, Range 11 East, Lawrence County, Mississippi.

#### **TRACT V**

A parcel of land containing 18.24 acres, more or less, situated in the Northwest 1/4 of Section 33, Township 7 North, Range 11 East, Lawrence County, Mississippi, and being more particularly described as follows: Commencing at the Northwest corner of the Northwest 1/4 of said Section 33, run thence East 1,012.5 feet; run thence South 42.4 feet; run thence South 00 Degrees 43 Minutes West 574.0 feet along West right-of-way of public street; run thence North 88 Degrees 15 Minutes 30 Seconds East 70.06 feet to the Point of Beginning; thence run South 86 Degrees 59 Minutes 30 Seconds East 933.25 feet along South right-of-way of public street to a right-of-way marker; thence run South 00 Degrees 12 Minutes 08 Seconds West 848.77 feet to the North property line of property owned by Town of Monticello, Deed Book A-46, Page 143-144; thence run along a fence North 89 Degrees 09 Minutes 30 Seconds West 915.98 feet (N89-34W bearing from previous deed) along North line of said property to the East right-of-way of public street; thence run along said right-of-way North 01 Degrees 15 Minutes East 354.18 feet; thence run along said right-of-way North 02 Degrees 14 Minutes 52 Seconds West 530.60 feet to the Point of Beginning.

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1. Thence run South 00 Degrees 43 Minutes West 280.0 feet along West right of-way of public street;
2. Thence run along said right-of-way South 02 Degrees 14 Minutes 52 Seconds East 530.6 feet to the North right-of-way of public street;

3. Thence run along said right-of-way South 89 Degrees 49 Minutes 57 Seconds West 1,032.30 feet to the East right-of-way of Mississippi State Highway No. 27;
4. Thence run along said right-of-way North 00 Degrees 35 Minutes 09 Seconds West 551.40 feet;
5. Thence run along said right-of-way North 03 Degrees 04 Minutes 40 Seconds East 140.0 feet;
6. Thence run North 89 Degrees 19 Minutes 51 Seconds East 367.5 feet to a fence corner;
7. Thence run North 00 Degrees 40 Minutes 49 Seconds East 117.73 feet along a fence;
8. Thence run East 644.24 feet to the Point of Beginning.

### **Louisiana Real Property**

- Owned by Atlas-SSI, Inc.
- Municipal Address: 215 Hwy 19, Slaughter, LA 70777
- Legal description (see below)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE PARISHES OF EAST BATON ROUGE AND EAST FELICIANA, STATE OF LOUISIANA, AND IS DESCRIBED AS FOLLOWS:

#### **TRACT 1**

A certain tract or parcel of ground with all improvements thereon containing 4.08 ACRES in Section 61, T4S, R1E, GLD, Village of Slaughter, East Feliciana Parish, Louisiana and being designated as "TRACT W-3" containing 4.08 acres, according to "Plat Showing Survey and Removal of 4.08 Ac Tract W-3 from the Henry A. Watson Tract Being a 1.00 Ac Lot A, 0.21 Ac of Lot B Boudreaux Motors Lots and 2.87 Ac of the Henry A. Watson Part of the Wicker Tract in Sec 61 T4S, R1B, GLD Town of Slaughter East Feliciana Parish, Louisiana", by Charles T. Snyder, Registered Land Surveyor, dated December 4, 1990 and filed under Register Number 124020 of the Official Conveyance Records of the Parish of East Feliciana, State of Louisiana.

#### **TRACT 2**

A certain tract or parcel of ground with all improvements containing 6.02 ACRES in Sections 7 and 61 T4S, R1E, Village of Slaughter, East Feliciana Parish, Louisiana, and being more particular shown and described as "TRACT W-4", containing 6.02 Acres according to "Plat Showing Survey and Removal of 6.02 Ac Tract W-4 From the Henry A. Watson Tract Being 0.79 Ac of Lot B Boudreaux Motors and 5.23 Ac of Tract C of the Wicker Tract in Sec 7 and 61 T4S, R1E Town of Slaughter East Feliciana Parish Louisiana", by Charles T. Snyder, Registered Land Surveyor, dated December 10, 1990 and filed under Register Number 124020 of the Official Conveyance Records of the Parish of East Feliciana, State of Louisiana.

#### **TRACT 3**

A certain tract or parcel of ground with all improvements thereon containing 1.99 ACRES in Sections 7 and 61, T4S, R1E, Village of Slaughter, East Feliciana Parish, Louisiana and being the remainder of Tract C originally containing 10.09 Acres as shown on plat of survey recorded in COB N-4, folio 402-406 which parcel is bounded now or formerly North by Bank of Jackson and Tract W-4 above described, South by the East Baton Rouge Parish/East Feliciana Parish line, and West by the eastern right-of-way of Louisiana Highway 19 and being triangular in shape fronting 208.03 feet on the eastern right-of-way of Louisiana Highway 19.

#### **TRACT 4**

A certain tract or parcel of land with all improvements thereon in Sections 7 and 61, T4S, R1E, parish of East Baton Rouge, Louisiana, and being more particularly shown and described as "TRACT Z-2-A-2" according to "Map Showing Resubdivision of Tract Z-2-A into Tracts Z-1-A-1 & Z-2-A-2 located in Sections 7 & 61, T-4-S, R-1-E, East Baton Rouge Parish, Louisiana for DG Partnership #1 LLC", dated January 11, 2007, prepared by David L. Patterson, P.L.S. and recorded in East Baton Rouge Parish, Louisiana, as Original 913, Bundle 11923, being subject to such servitudes and building setback lines as are more particularly described on said map.

#### **TRACT 5**

One (1) certain tract or parcel of ground with all improvements thereon, known as "TRACT W-6", containing 2.558 ACRES in Section 61, T4S, R1E, Village of Slaughter, East Feliciana Parish, Louisiana, according to "Plat Showing Resubdivision of the Remainder of the D.C. Rice Tract Into 4.697 Ac. Tract W-5 and 2.558 Ac. Tract W-6 Sec. 61, T-4-S, R-1-E, GLD Town of Slaughter East Feliciana Parish, Louisiana", by Charles T. Snyder, Registered Land Surveyor, dated May 1, 1998 and filed under Register Number 155048 of the Official Conveyance Records of the Parish of East Feliciana, State of Louisiana.

#### **TRACT 6**

A certain tract or parcel of ground with all improvements thereon containing 1.88 ACRES in Sections 7 and 61, T4S, R1E, East Baton Rouge Parish, Louisiana and being designated as "TRACT D" containing 1.88 acres according to "Plat Showing Survey and Removal of 10.49 Ac Tract 'C' in Secs 7 & 61 T4S R1E GLD East Feliciana Parish and 1.88 Ac Tract 'D' in Secs 7 & 61 T4S R1E GLD East Baton Rouge Parish from the Peggy W. Spangler and Yvonne W. Wicker Tract", by Walter C. Snyder, Registered Land Surveyor, dated April 30, 1979, and recorded in COB N-4, folio 402-406, of the Conveyance Records of East Feliciana Parish, Louisiana.



ITEM I. DEPOSIT ACCOUNTS.

Company	Bank Name	Bank Address	Bank Account Number	Description of Account
Atlas-SSI	Investar Bank	PO Box 84207, Baton Rouge, LA 70884	#4004071809	General Banking; checking & deposits
Atlas-SSI	Investar Bank	PO Box 84207, Baton Rouge, LA 70884	#4004067393	General Banking; checking & deposits (Monticello)
Atlas-SSI	Investar Bank	PO Box 84207, Baton Rouge, LA 70884	# 4004071817	General Banking; checking & deposits
Atlas-SSI	Fidelity Bank**	PO Box 5990, Metairie LA 70009	#8009981818	General Banking; checking & deposits
Atlas-SSI	Fidelity Bank**	PO Box 5990, Metairie LA 70009	#8009981825	General Banking; checking & deposits
Atlas-SSI	STATE BANK & TRUST	PO BOX 8287 GREENWOOD MS 38935	# 326055206	This is an interest-bearing overnight sweep account; the general account maintained with State Bank & Trust is maintained at \$200,000 with anything over that automatically transferred to this sweep account. If the general account falls below \$200,000 funds are moved from the sweep account back to the general. All of this is done by the bank
Atlas-SSI	STATE BANK & TRUST	PO BOX 8287 GREENWOOD MS 38935	# 326050082	Payroll account*
Atlas-SSI	STATE BANK & TRUST	PO BOX 8287 GREENWOOD MS 38935	#6039028	GENERAL CHECKING ACCOUNT

\* Will not be covered by a deposit account control agreement

\*\* Accounts are inactive and are to be closed shortly after closing.