

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555646

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AIDS HEALTHCARE FOUNDATION		12/01/2019	Non-Profit Corporation: CALIFORNIA
AHF HEALTHCARE CENTERS		12/01/2019	Non-Profit Corporation: CALIFORNIA
AHF MCO OF FLORIDA, INC.		12/01/2019	Non-Profit Corporation: FLORIDA
AIDS HEALTHCARE FOUNDATION DISEASE MANAGEMENT OF FLORIDA, INC.		12/01/2019	Non-Profit Corporation: FLORIDA
AIDS HEALTHCARE FOUNDATION TEXAS, INC.		12/01/2019	Non-Profit Corporation: TEXAS
AIDS CENTER OF QUEENS COUNTY, INC.		12/01/2019	Non-Profit Corporation: NEW YORK
AID ATLANTA, INCORPORATED		12/01/2019	Non-Profit Corporation: GEORGIA
SOUTH SIDE HELP CENTER, INC.		12/01/2019	Non-Profit Corporation: ILLINOIS
AIDS TASKFORCE OF GREATER CLEVELAND, INC.		12/01/2019	Non-Profit Corporation: OHIO
WOMEN ORGANIZED TO RESPOND TO LIFE-THREATENING DISEASES		12/01/2019	Non-Profit Corporation: CALIFORNIA
AHF MCO OF GEORGIA, INC.		12/01/2019	Non-Profit Corporation: GEORGIA
AIDS OUTREACH CENTER, INC.		12/01/2019	Non-Profit Corporation: TEXAS
IRIS HOUSE: A CENTER FOR WOMEN LIVING WITH HIV, INC		12/01/2019	Non-Profit Corporation: NEW YORK
AIDS INTERFAITH NETWORK, INC.		12/01/2019	Non-Profit Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	1800 Century Park East		
City:	Los Angeles		
TRADEMARK			

OP \$815.00 88555666

State/Country:	CALIFORNIA
Postal Code:	90067
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Serial Number:	88555666	GOPAK
Serial Number:	87884546	HEALTHY HOUSING FOUNDATION BY AHF
Serial Number:	87884482	H HEALTHY HOUSING FOUNDATION BY AHF
Serial Number:	87884568	HEALTHY HOUSING FOUNDATION
Serial Number:	87201458	THE LIVER INSTITUTE OF NEW YORK
Serial Number:	87201436	THE LIVER INSTITUTE OF SOUTH FLORIDA
Serial Number:	87054932	OUT OF THE CLOSET
Serial Number:	86142290	ICON
Serial Number:	86270733	20 X 20
Serial Number:	86106093	LOVE
Serial Number:	86270684	20 X 20
Serial Number:	86674967	LI THE LIVER INSTITUTE OF LOS ANGELES
Serial Number:	86674961	THE LIVER INSTITUTE OF LOS ANGELES
Serial Number:	86462093	AHFPHARMACY.ORG
Serial Number:	86227832	ICON LARGE THIN CONDOMS
Serial Number:	86093061	GOPAK
Serial Number:	86093266	GOPAK
Serial Number:	86001106	CALENDARPAK
Serial Number:	86001077	CALENDARPAK
Serial Number:	86270687	20 X 20
Serial Number:	85885240	AIDS HEALTHCARE FOUNDATION
Serial Number:	85889228	AHF
Serial Number:	85934591	AHF PHARMACY
Serial Number:	85934584	POSITIVE HEALTHCARE
Serial Number:	85934574	POSITIVE HEALTHCARE
Serial Number:	85889387	AHF
Serial Number:	85969801	PHC CALIFORNIA
Serial Number:	85969769	PHC
Serial Number:	85885324	AIDS HEALTHCARE FOUNDATION
Serial Number:	77899680	LOVE LOVECONDOMS.ORG
Serial Number:	76518621	OUT OF THE CLOSET
Serial Number:	75066602	OUT OF THE CLOSET THRIFT STORE

CORRESPONDENCE DATA**Fax Number:**

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: jlandweber@mcguirewoods.com
Correspondent Name: Joseph Landweber
Address Line 1: Two Embarcadero Center, Suite 1300
Address Line 2: McGuireWoods LLP
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Joseph Landweber
SIGNATURE:	/JOSEPH LANDWEBER/
DATE SIGNED:	01/02/2020

Total Attachments: 47

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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):

AIDS HEALTHCARE FOUNDATION

- Individual(s)
- Partnership
- Corporation- State: _____
- Other nonprofit corporation
- Association
- Limited Partnership

Citizenship (see guidelines) California

Additional names of conveying parties attached? Yes No

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

Execution Date(s) December 1, 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: Weills Fargo Bank, National Association

Street Address: 1800 Century Park East

City: Los Angeles

State: California

Country: United States Zip: 90067

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Nat Bnk Assoc Citizenship United States

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 _____

B. Trademark Registration No.(s) _____

See Schedule B attached hereto.

See Schedule B attached hereto.

Additional sheet(s) attached? Yes No

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

See Schedule B attached hereto.

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

Name: Joseph Landweber

Internal Address: McGuireWoods LLP

Street Address: Two Embarcadero Center, Suite 1300

City: San Francisco

State: California Zip: 94111

Phone Number: (415) 490-0853

Docket Number: _____

Email Address: jlandweber@mcguirewoods.com

6. Total number of applications and registrations involved: 32

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 815.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

January 2, 2020

Date

Joseph Landweber

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 47

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

SCHEDULE A

Additional Conveying Parties

1. AHF HEALTHCARE CENTERS, a California nonprofit corporation
2. AHF MCO OF FLORIDA, INC., a Florida nonprofit corporation
3. AIDS HEALTHCARE FOUNDATION DISEASE MANAGEMENT OF FLORIDA, INC., a Florida nonprofit corporation
4. AIDS HEALTHCARE FOUNDATION TEXAS, INC., a Texas nonprofit corporation
5. AIDS CENTER OF QUEENS COUNTY, INC., a New York nonprofit corporation
6. AID ATLANTA, INCORPORATED, a Georgia nonprofit corporation
7. SOUTH SIDE HELP CENTER, INC., an Illinois nonprofit corporation
8. AIDS TASKFORCE OF GREATER CLEVELAND, INC., an Ohio nonprofit corporation
9. WOMEN ORGANIZED TO RESPOND TO LIFE-THREATENING DISEASES, a California nonprofit corporation
10. AHF MCO OF GEORGIA, INC., a Georgia nonprofit corporation
11. AIDS OUTREACH CENTER, INC., a Texas nonprofit corporation
12. IRIS HOUSE: A CENTER FOR WOMEN LIVING WITH HIV, INC., a New York nonprofit corporation
13. AIDS INTERFAITH NETWORK, INC., a Texas nonprofit corporation

SCHEDULE B

Intellectual Property

Serial Number	Reg. Number	Word Mark
88555666		GOPAK
87884546	5631714	HEALTHY HOUSING FOUNDATION BY AHF
87884482	5631712	H HEALTHY HOUSING FOUNDATION BY AHF
87884568	5582585	HEALTHY HOUSING FOUNDATION
87201458	5173367	THE LIVER INSTITUTE OF NEW YORK
87201436	5163439	THE LIVER INSTITUTE OF SOUTH FLORIDA
87054932	5127862	OUT OF THE CLOSET
86142290	4537838	ICON
86270733	5311642	20 X 20
86106093	5308978	LOVE
86270684	5186833	20 X 20
86674967	4904627	LI THE LIVER INSTITUTE OF LOS ANGELES
86674961	4864867	THE LIVER INSTITUTE OF LOS ANGELES
86462093	4862128	AHFPHARMACY.ORG
86227832	4848913	ICON LARGE THIN CONDOMS
86093061	4762779	GOPAK
86093266	4721747	GOPAK
86001106	4582972	CALENDARPAK
86001077	4582971	CALENDARPAK
86270687	4710918	20 X 20
85885240	4532040	AIDS HEALTHCARE FOUNDATION
85889228	4432160	AHF
85934591	4432601	AHF PHARMACY
85934584	4432600	POSITIVE HEALTHCARE
85934574	4436603	POSITIVE HEALTHCARE
85889387	4435908	AHF
85969801	4683465	PHC CALIFORNIA
85969769	4683464	PHC
85885324	4532041	AIDS HEALTHCARE FOUNDATION
77899680	3939608	LOVE LOVECONDOMS.ORG
76518621	2909684	OUT OF THE CLOSET
75066602	2048924	OUT OF THE CLOSET THRIFT STORE

TRADEMARK

REEL: 006829 FRAME: 0682

COLLATERAL AGREEMENT

dated as of December 1, 2019

by and among

AIDS HEALTHCARE FOUNDATION,
as Borrower,

and

certain of its Subsidiaries of the Borrower,
as Grantors,

in favor of

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

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SCHEDULES:

Schedule 3.3	Exact Legal Name; Jurisdiction of Organization; Taxpayer Identification Number; Registered Organization Number; Mailing Address; Chief Executive Office and other Locations
Schedule 3.6	Commercial Tort Claims
Schedule 3.7	Deposit Accounts and Securities Accounts
Schedule 3.8	Intellectual Property
Schedule 3.10	Investment Property and Partnership/LLC Interests
Schedule 3.11	Instruments
Schedule 3.12	Government Contracts

COLLATERAL AGREEMENT (this "Agreement"), dated as of December 1, 2019, by and among AIDS HEALTHCARE FOUNDATION, a California non-profit public benefit corporation (the "Borrower"), certain Subsidiaries of the Borrower as identified on the signature pages hereto and any Additional Grantor (as defined below) who may become party to this Agreement (such Subsidiaries and Additional Grantors, collectively with the Borrower, the "Grantors"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent (in such capacity, the "Administrative Agent") for the benefit of the Secured Parties.

STATEMENT OF PURPOSE

Pursuant to the Credit Agreement dated as of the date hereof by and among the Borrower, the Lenders from time to time party thereto and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make Extensions of Credit to the Borrower upon the terms and subject to the conditions set forth therein.

Pursuant to the terms of the Guaranty Agreement of even date herewith, the Borrower and certain Subsidiaries of the Borrower who are parties hereto have guaranteed the payment and performance of the Secured Obligations.

It is a condition precedent to the obligation of the Lenders to make their respective Extensions of Credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered this Agreement to the Administrative Agent, for the benefit of the Secured Parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective Extensions of Credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent, for the benefit of the Secured Parties, as follows:

ARTICLE I

DEFINED TERMS

SECTION 1.1 Terms Defined in the Uniform Commercial Code.

(a) The following terms when used in this Agreement shall have the meanings assigned to them in the UCC as in effect from time to time: "Accession", "Account", "Account Debtor", "Authenticate", "Certificated Security", "Chattel Paper"; "Commercial Tort Claim", "Deposit Account", "Documents", "Electronic Chattel Paper", "Equipment", "Fixtures", "General Intangible", "Goods", "Instrument", "Inventory", "Investment Company Security", "Investment Property", "Letter-of-Credit Rights", "Proceeds", "Promissory Note", "Record", "Registered Organization", "Securities Account", "Securities Intermediary", "Security", "Supporting Obligation", "Tangible Chattel Paper" and "Uncertificated Security".

(b) Terms defined in the UCC and not otherwise defined herein or in the Credit Agreement shall have the meaning assigned in the UCC as in effect from time to time.

(c) If any term used herein has a meaning assigned to it in the UCC and such term is defined in Article 9 of the UCC differently than how such term is defined in another Article of the UCC such term shall have the meaning assigned thereto in Article 9 of the UCC.

SECTION 1.2 Definitions. The following terms when used in this Agreement shall have the meanings assigned to them below:

“Additional Grantor” means each Subsidiary of the Borrower that hereafter becomes a Grantor pursuant to Section 7.17.

“Administrative Agent” has the meaning assigned thereto in the Preamble to this Agreement.

“Agreement” has the meaning assigned thereto in the Preamble to this Agreement.

“Assignment of Claims Act” means the Assignment of Claims Act of 1940 (41 U.S.C. Section 15 and 31 U.S.C. Section 3727), including all regulations promulgated thereunder.

“Borrower” has the meaning assigned thereto in the Preamble to this Agreement.

“Collateral” has the meaning assigned thereto in Section 2.1.

“Collateral Account” has the meaning assigned thereto in Section 5.2.

“Control” means the manner in which “control” is achieved under the UCC with respect to any Collateral for which the UCC specifies a method of achieving “control”.

“Controlled Depository” has the meaning assigned thereto in Section 4.6.

“Controlled Intermediary” has the meaning assigned thereto in Section 4.6.

“Copyright License” means any written agreement now or hereafter in existence naming any Grantor as licensor or licensee, including, without limitation, those listed in Schedule 3.8, granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright.

“Copyrights” means, collectively, all of the following of any Grantor: (a) all copyrights, works protectable by copyright, copyright registrations and copyright applications anywhere in the world, including, without limitation, those listed on Schedule 3.8 hereto, (b) all reissues, extensions, continuations (in whole or in part) and renewals of any of the foregoing, (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present and future infringements of any of the foregoing, (d) the right to sue for past, present and future infringements of any of the foregoing and (e) all rights corresponding to any of the foregoing throughout the world.

“Credit Agreement” has the meaning assigned thereto in the Statement of Purpose to this Agreement.

“Deposit Account Control Agreement” shall mean an agreement in form and substance reasonably satisfactory to the Administrative Agent establishing the Administrative Agent’s Control with respect to, or otherwise perfecting (in any comparable manner with respect to any non-U.S. jurisdiction) the Administrative Agent’s Lien on, any Deposit Account.

“Effective Endorsement and Assignment” means, with respect to any specific type of Collateral, all such endorsements, assignments and other instruments of transfer reasonably requested by the

Administrative Agent with respect to the Security Interest granted in such Collateral, and in each case, in form and substance reasonably satisfactory to the Administrative Agent.

“Excluded Assets” means, collectively, the following:

(a) any real property owned by a Grantor pledged as real property collateral pursuant to that certain Third Amended and Restated Credit Agreement between Borrower and Wells Fargo Bank, National Association, dated March 17, 2014, as amended, amended and restated, modified and/or supplemented from time to time;

(b) (i) Borrower’s Marketable Securities Account, (ii) all financial assets credited to the Borrower’s Marketable Securities Account (including, without limitation, any interests or shares in hedge funds and any pending subscription or redemption amounts relating thereto, (iii) all security entitlements with respect to the financial assets credited to the Borrower’s Marketable Securities Account, and (iv) any and all other investment property or assets maintained or recorded in the Borrower’s Marketable Securities Account (with all the foregoing defined as “Borrower’s Marketable Securities Collateral”), together with whatever is receivable or received when any of the Borrower’s Marketable Securities Collateral or proceeds thereof are sold, collected, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary, including without limitation, (1) all rights to payment, including returned premiums, with respect to any insurance relating to any of the foregoing, (2) all rights to payment with respect to any claim or cause of action affecting or relating to any of the foregoing, and (3) all stock rights, rights to subscribe, stock splits, liquidating dividends, cash dividends, dividends paid in stock, new securities or other property of any kind which Borrower is or may hereafter be entitled to receive on account of any securities included in the Borrower’s Marketable Securities Account, including without limitation, stock received by Borrower due to stock splits or dividends paid in stock or sums paid upon or in respect of any securities pledged hereunder upon the liquidation or dissolution of the issuer thereof (hereinafter called “Borrower’s Marketable Securities Proceeds”), but excluding from such Borrower’s Marketable Securities Collateral and Borrower’s Marketable Securities Proceeds all common trust funds of Bank governed by 12 CFR 9.18 now or hereafter maintained in the Borrower’s Marketable Securities Account;

(c) (i) AHF MCO’s Marketable Securities Account, (ii) all financial assets credited to AHF MCO’s Marketable Securities Account (including, without limitation, any interests or shares in hedge funds and any pending subscription or redemption amounts relating thereto, (iii) all security entitlements with respect to the financial assets credited to AHF MCO’s Marketable Securities Account, and (iv) any and all other investment property or assets maintained or recorded in AHF MCO’s Marketable Securities Account (with all the foregoing defined as “AHF MCO’s Marketable Securities Collateral”), together with whatever is receivable or received when any of AHF MCO’s Marketable Securities Collateral or proceeds thereof are sold, collected, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary, including without limitation, (1) all rights to payment, including returned premiums, with respect to any insurance relating to any of the foregoing, (2) all rights to payment with respect to any claim or cause of action affecting or relating to any of the foregoing, and (3) all stock rights, rights to subscribe, stock splits, liquidating dividends, cash dividends, dividends paid in stock, new securities or other property of any kind which AHF MCO of Florida, Inc., a Florida corporation, is or may hereafter be entitled to receive on account of any securities included in the AHF MCO’s Marketable Securities Account, including without limitation, stock received by AHF MCO of Florida, Inc., a Florida corporation, due to stock splits or dividends paid in stock or sums paid upon or in respect of any securities pledged hereunder upon the liquidation or dissolution of the issuer thereof (hereinafter called “AHF MCO’s Marketable Securities Proceeds”), but excluding from such AHF MCO’s Marketable Securities Collateral and AHF MCO’s Marketable Securities Proceeds all common trust funds of Bank governed by 12 CFR 9.18 now or hereafter maintained in the AHF MCO’s Marketable Securities Account;

(d) any real property owned by Borrower pledged as real property collateral to secure the Secured Obligations (Purchased Notes);

(e) any lease, license, contract, document, instrument or agreement to which any Grantor is a party, to the extent that the creation of a Lien on such assets would, under the express terms of such lease, license, contract, document, instrument or agreement, result in (i) a breach of the terms of, or constitute a default under, such lease license, contract, document, instrument or agreement, (ii) a violation of Applicable Law or (iii) the abandonment, invalidation or unenforceability of any material right, title or interest of any Grantor therein (other than to the extent that any such term has been waived or would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408, 9-409 or other applicable provisions of the UCC of any relevant jurisdiction or any other Applicable Law);

(f) any other property or asset, to the extent the granting of a Lien therein is prohibited by contract (including Permitted Liens) or Applicable Law (other than to the extent that such prohibition would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408, 9-409 or other applicable provisions of the UCC of any relevant jurisdiction or any other Applicable Law);

(g) any property that is subject to a purchase money Lien or a Capital Lease Obligation permitted under the Loan Documents if the agreement pursuant to which such Lien is granted (or the document providing for such Capital Lease Obligation) prohibits the creation by such Grantor of a Lien thereon or requires the consent of any Person, other than the Borrower and/or its Affiliates, which has not been obtained as a condition to the creation of any other Lien on such property;

(h) any United States federal "intent to use" trademark applications to the extent that, and solely during the period that, the grant of a security interest therein would impair the validity or enforceability or render void or result in the cancellation of, any registration issued as a result of such "intent to use" trademark application under Applicable Law; provided that upon the submission and acceptance by the PTO of an amendment to allege or a verified statement of use pursuant to 15 U.S.C. Section 1060, such "intent to use" trademark application shall cease to constitute Excluded Assets;

(i) any Equity Interests of each CFC in excess of 66% of the outstanding voting Equity Interests and 100% of the non-voting Equity Interests of each such CFC;

(j) any Deposit Accounts described in clauses (a) and (b) of the definition of "Excluded Deposit Account";

(k) any Securities Account described in clause (a) of the definition of "Excluded Securities Account";

(l) any obligation or property of any kind due from, owed by or belonging to any Sanctioned Person;

(m) any margin stock (as such term is defined or used, directly or indirectly, in Regulation U of the FRB); and

(n) any assets of any Grantor where the Administrative Agent and the Borrower determine that the cost of obtaining or perfecting a Lien in such assets is excessive in relation to the value afforded thereby.

Notwithstanding the foregoing, (x) Excluded Assets shall not include the Proceeds, products, substitutions or replacements of any Excluded Assets (except to the extent that such Proceeds, products, substitutions or replacements shall themselves constitute Excluded Assets) and (y) in the event that any

limitation, restriction or exclusion under clauses (a) through (m) above cease to exist (or any required consent shall have been obtained), then such Excluded Assets shall immediately and automatically be deemed at all times thereafter constitute Collateral without any further action hereunder.

"Excluded Deposit Account" means, collectively, (a) Deposit Accounts established solely for the purpose of funding payroll, payroll taxes and other compensation and benefits to employees, (b) Deposit Accounts established as trust, escrow or fiduciary accounts, (c) Deposit Accounts that are zero balance accounts, (d) Deposit Accounts with amounts on deposit that, when aggregated with (x) the amounts on deposit in all other Deposit Accounts for which Deposit Account Control Agreements have not been obtained (other than those specified in clauses (a), (b) and (c)) and (y) the value of investments held in Excluded Securities Accounts under clause (b)(x) of the definition thereof for which Securities Account Control Agreements have not been obtained, do not exceed \$250,000 at any time, and (e) Medicare Accounts.

"Excluded Perfection Action" means, collectively, (a) any filings or other action in any jurisdiction outside of the United States or required by the Applicable Law of any jurisdiction outside of the United States to create or perfect any security interest in assets, including any Intellectual Property registered in any jurisdiction outside of the United States other than such Intellectual Property identified on Schedule 3.8, (b) any execution or delivery of any security or pledge agreement governed by the laws of any jurisdiction outside of the United States, (c) the execution and delivery of Deposit Account Control Agreements with respect to Excluded Deposit Accounts and Securities Account Control Agreements with respect to Excluded Securities Accounts and (e) any other perfection action as to which the Administrative Agent and the Borrower reasonably determine that the costs of such perfection action with respect to such assets are excessive in relation to the value of the security or other benefit afforded thereby.

"Excluded Securities Account" means, collectively, (a) Securities Accounts established solely for the purpose of funding payroll, payroll taxes and other compensation and benefits to employees and (b) Securities Accounts with amounts on deposit that, when aggregated with (x) the amounts on deposit in all other Securities Accounts for which Securities Account Control Agreements have not been obtained (other than those specified in clause (a)) and (y) the amount on deposit in Excluded Deposit Accounts under clause (d)(x) of the definition thereof for which Deposit Account Control Agreements have not been obtained, do not exceed \$250,000.00 at any time.

"Government Contract" means a contract between any Grantor and an agency, department or instrumentality of the United States or any state, municipal or local Governmental Authority located in the United States or all obligations of any such Governmental Authority arising under any Account now or hereafter owing by any such Governmental Authority, as Account Debtor, to any Grantor.

"Grantors" has the meaning assigned thereto in the Preamble of this Agreement.

"Intellectual Property" means, collectively, all of the following of any Grantor: (a) all systems software and applications software, all documentation for such software, including, without limitation, user manuals, flowcharts, functional specifications, operations manuals, and all formulas, processes, ideas and know-how embodied in any of the foregoing, (b) concepts, discoveries, improvements and ideas, know-how, technology, reports, design information, trade secrets, practices, specifications, test procedures, maintenance manuals, research and development, (c) Patents and Patent Licenses, Copyrights and Copyright Licenses, Trademarks and Trademark Licenses, and (d) other licenses to use any of the items described in the foregoing clauses (a), (b), and (c).

"Issuer" means any issuer of any Investment Property or Partnership/LLC Interests (including, without limitation, any "Issuer", as defined in the UCC).

“Partnership/LLC Agreement” has the meaning assigned thereto in Section 4.10(c).

“Partnership/LLC Interests” means, with respect to any Grantor, the entire partnership interest, membership interest or limited liability company interest, as applicable, of such Grantor in each partnership, limited partnership or limited liability company owned thereby, including, without limitation, such Grantor’s capital account, its interest as a partner or member, as applicable, in the net cash flow, net profit and net loss, and items of income, gain, loss, deduction and credit of any such partnership, limited partnership or limited liability company, as applicable, such Grantor’s interest in all distributions made or to be made by any such partnership, limited partnership or limited liability company, as applicable, to such Grantor and all of the other economic rights, titles and interests of such Grantor as a partner or member, as applicable, of any such partnership, limited partnership or limited liability company, as applicable, whether set forth in the partnership agreement, membership agreement, limited liability company agreement or operating agreement, as applicable, of such partnership, limited partnership or limited liability company, as applicable, by separate agreement or otherwise.

“Patent License” means any written agreement now or hereafter in existence providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in Schedule 3.8.

“Patents” means collectively, all of the following of any Grantor: (a) all patents, all inventions and patent applications anywhere in the world, including, without limitation, those listed on Schedule 3.8, (b) all reissues, extensions, continuations (in whole or in part) and renewals of any of the foregoing, (c) all income, royalties, damages or payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements of any of the foregoing, (d) the right to sue for past, present and future infringements of any of the foregoing and (e) all rights corresponding to any of the foregoing throughout the world.

“PTO” means the United States Patent and Trademark Office.

“Restricted Securities Collateral” has the meaning assigned thereto in Section 5.3.

“SEC” means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

“Securities Account Control Agreement” shall mean an agreement in form and substance reasonably satisfactory to the Administrative Agent establishing the Administrative Agent’s Control with respect to, or otherwise perfecting (in any comparable manner as required under the laws of any applicable non-U.S. jurisdiction) the Administrative Agent’s Lien on, any Securities Account.

“Securities Act” means the Securities Act of 1933, including all regulations promulgated thereunder.

“Security Interests” means the security interests granted pursuant to Article II, as well as all other security interests created or assigned as additional security for any of the Secured Obligations (Revolver) pursuant to the provisions of any Loan Document.

“Trademark License” means any written agreement now or hereafter in existence providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 3.8.

“Trademarks” means, collectively, all of the following of any Grantor: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, logos, other business identifiers, whether registered or unregistered, all registrations and recordings thereof, and all applications in connection therewith (other than each application to register any trademark or service mark prior to the filing under Applicable Law of a verified statement of use for such trademark or service mark) anywhere in the world, including, without limitation, those listed on Schedule 3.8, (b) all reissues, extensions, continuations (in whole or in part) and renewals of any of the foregoing, (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements of any of the foregoing, (d) the right to sue for past, present or future infringements of any of the foregoing and (e) all rights corresponding to any of the foregoing (including the goodwill) throughout the world.

“Vehicles” means all cars, trucks, trailers, construction and earth moving equipment and other vehicles covered by a certificate of title under any Applicable Law and which cannot be perfected under such Applicable Law unless the applicable security interest is noted on the face of the applicable certificate of title, and all tires and all other appurtenances to any of the foregoing.

SECTION 1.3 Other Definitional Provisions.

(a) Terms defined in the Credit Agreement and not otherwise defined herein shall have the meaning assigned thereto in the Credit Agreement.

(b) The terms of Sections 1.2, 1.6 and 12.14 of the Credit Agreement are incorporated herein by reference as if fully set forth herein; provided that references therein to “Agreement” shall mean this Agreement.

(c) Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, shall refer to such Grantor’s Collateral or the relevant part thereof.

ARTICLE II

SECURITY INTEREST

SECTION 2.1 Grant of Security Interest. Each Grantor hereby grants and pledges to the Administrative Agent, for the benefit of itself and the other Secured Parties (Revolver), a continuing security interest in, all of such Grantor’s right, title and interest in the following property and such Grantor’s power to transfer rights in such property, whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, or the power to transfer rights therein, and wherever located or deemed located (collectively, the “Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations (Revolver):

- (a) all Accounts;
- (b) all cash and currency;
- (c) all Chattel Paper;
- (d) all Commercial Tort Claims identified on Schedule 3.6;

- (e) all Deposit Accounts;
- (f) all Documents;
- (g) all Equipment;
- (h) all Fixtures;
- (i) all General Intangibles;
- (j) all Instruments;
- (k) all Intellectual Property;
- (l) all Inventory;
- (m) all Investment Property;
- (n) all Letter-of-Credit Rights;
- (o) all other Goods not otherwise described above;
- (p) all books and records pertaining to the Collateral; and

(q) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, all Accessions to any of the foregoing and all collateral security and Supporting Obligations given by any Person with respect to any of the foregoing;

provided, that (i) the term "Collateral" shall not include, and no Lien or security interest shall be granted or shall attach to, any Excluded Assets, (ii) the payment and performance of the Secured Obligations (Revolver) shall not be secured by any Secured Hedge Agreement between any Grantor and any Secured Party and (iii) this Agreement shall not to be construed as an assignment of any Intellectual Property.

SECTION 2.2 Grantors Remain Liable. Anything herein to the contrary notwithstanding: (a) each Grantor shall remain liable to perform all of its duties and obligations under the contracts and agreements included in the Collateral to the same extent as if this Agreement had not been executed, (b) the exercise by the Administrative Agent or any other Secured Party of any of the rights hereunder shall not release any Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral, (c) the Administrative Agent and each other Secured Party shall not have any obligation or liability under the contracts and agreements included in the Collateral by reason of this Agreement, and shall not be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder, and (d) neither the Administrative Agent nor any other Secured Party shall have any liability in contract or tort for any Grantor's acts or omissions.

SECTION 2.3 Security Interest Absolute.

(a) All rights of the Administrative Agent and the other Secured Parties (Revolver) and the Liens and Security Interests hereunder, and all of the Secured Obligations (Revolver) of the Grantors hereunder to the extent permitted by Applicable Law, shall be absolute and unconditional, irrespective of, and unaffected by:

(i) the genuineness, legality, validity, regularity, enforceability or any future amendment or modification of, or change in, or supplement to, the Credit Agreement, any other Loan Document, any Secured Hedge Agreement, any Secured Cash Management Agreement or any other agreement, document or instrument to which any Grantor or any of their respective Subsidiaries or Affiliates is or may become a party (including any increase in the Secured Obligations (Revolver) resulting from any extension of additional credit or otherwise);

(ii) any extension or waiver of the time for performance by any Grantor or any other Person of, or compliance with, any term, covenant or agreement on its part to be performed or observed under a Loan Document, a Secured Cash Management Agreement or a Secured Hedge Agreement, or waiver of such performance or compliance or consent to a failure of, or departure from, such performance or compliance;

(iii) the taking and holding of security or collateral for the payment of the Secured Obligations (Revolver) or the sale, exchange, release, disposal of, or other dealing with, any property pledged, mortgaged or conveyed, or in which the Administrative Agent or the other Secured Parties have been granted a Lien, to secure any Indebtedness of any Grantor or any other guarantor to the Administrative Agent or the other Secured Parties;

(iv) the release of anyone who may be liable in any manner for the payment of any amounts owed by any Grantor to the Administrative Agent or any other Secured Party;

(v) any action under or in respect of the Credit Agreement, any other Loan Document, any Secured Cash Management Agreement or any Secured Hedge Agreement in the exercise of any remedy, power or privilege contained therein or available to any of them at law, in equity or otherwise, or waiver or refraining from exercising any such remedies, powers or privileges (including any manner of sale, disposition or any application of any sums by whomever paid or however realized to any Secured Obligations owing by any Grantor to the Administrative Agent or any other Secured Party in such manner as the Administrative Agent or any other Secured Party shall determine in its reasonable discretion);

(vi) the absence of any action to enforce this Agreement, any other Loan Document, any Secured Cash Management Agreement or Secured Hedge Agreement or the waiver or consent by the Administrative Agent or any other Secured Party with respect to any of the provisions of this Agreement, the Credit Agreement, any other Loan Document, any Secured Cash Management Agreement or Secured Hedge Agreement;

(vii) the existence, value or condition of, or failure to perfect its Lien against, any Collateral or any other security for or guaranty of the Secured Obligations (Revolver) or any action, or the absence of any action, by the Administrative Agent or any other Secured Party in respect of such security or guaranty (including, without limitation, the release of any such security or guaranty); and

(viii) any other action or circumstances which might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor (other than the defense of payment in full).

(b) Each Grantor represents, warrants and agrees that the Secured Obligations (Revolver) and its obligations under this Agreement and the other Loan Documents to which it is a party are not and shall not be subject to any counterclaims, offsets or defenses of any kind (other than the defense of payment) against the Administrative Agent, the other Secured Parties or any other Grantor whether now existing or which may arise in the future.

(c) Each Grantor hereby agrees and acknowledges that the Secured Obligations (Revolver), and any of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon this Agreement, and all dealings among any of the Grantors, on the one hand, and the Administrative Agent and the other Secured Parties, on the other hand, likewise shall be conclusively presumed to have been had or consummated in reliance upon this Agreement.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Secured Parties (Revolver) to make their respective Extensions of Credit to, and/or to enter into Secured Cash Management Agreements and/or Secured Hedge Agreements, each Grantor hereby represents and warrants to the Administrative Agent and each other Secured Party that:

SECTION 3.1 Perfected Liens.

(a) Each UCC financing statement naming any Grantor as a debtor and the Administrative Agent as secured party is in appropriate form for filing in the appropriate offices of the states specified on Schedule 3.3 (as such schedule shall be updated from time to time pursuant to Section 4.3) and contains an adequate description of the Collateral for purposes of perfecting a security interest in such Collateral to the extent that a security interest therein may be perfected by filing pursuant to the UCC. The Security Interests granted pursuant to this Agreement constitute valid and enforceable security interests in all of the Collateral in favor of the Administrative Agent, for the benefit of the Secured Parties (Revolver), as collateral security for the Secured Obligations (Revolver), subject to Permitted Liens.

(b) When the aforementioned financing statements shall have been filed in the offices specified in Schedule 3.3, the Security Interest will constitute a perfected security interest in all right, title and interest of the applicable Grantor named as debtor in such financing statement in the Collateral described therein, and the power to transfer rights in such Collateral, in each case to the extent that a security interest therein may be perfected by filing pursuant to the UCC prior to all other Liens and rights of others therein, except for Permitted Liens.

(c) When the applicable Controlled Depository, the Administrative Agent and the applicable Grantor have entered into a Deposit Account Control Agreement with respect to each Deposit Account (other than an Excluded Deposit Account) included in the Collateral, the Security Interest will constitute a perfected security interest in all right, title and interest of the applicable Grantor in such Deposit Account, and the power to transfer rights in such Deposit Account, in each case prior to all other Liens and rights of others therein and subject to no adverse claims, except for Permitted Liens.

(d) When the applicable Controlled Intermediary, the Administrative Agent and the applicable Grantor have entered into a Securities Account Control Agreement with respect to each Securities Account (other than an Excluded Securities Account) included in the Collateral, the Security Interest will constitute a perfected security interest in all right, title and interest of the applicable Grantor in such Securities Account, and the power to transfer rights in such Securities Account, in each case prior to all other Liens and rights of others therein and subject to no adverse claims, except for Permitted Liens.

(e) When the applicable Grantor shall have delivered any Instruments, Tangible Chattel Paper, money or Certificated Securities (together with an Effective Endorsement and Assignment in the case of Instruments and Certificated Securities) to the Administrative Agent, the Security Interest will constitute a perfected security interest in all right, title and interest of the applicable Grantor in such Instruments,

Tangible Chattel Paper, money or Certificated Securities, and the power to transfer rights in such Instruments, Tangible Chattel Paper, money or Certificated Securities, prior to all other Liens and rights of others therein and subject to no adverse claims, except for Permitted Liens.

SECTION 3.2 Title, No Other Liens; Conduct of Business. Except for the Security Interests, such Grantor owns each item of the Collateral free and clear of any and all Liens or claims, other than Permitted Liens. No Grantor has Authenticated any agreement authorizing any secured party thereunder to file a financing statement, except to perfect Permitted Liens. Except to the extent permitted by Section 4.6, no Collateral is in the possession of, or subject to Control by, any Person asserting any claim thereto or security interest therein, except that (a) the Administrative Agent, or its designee, may have possession or Control as contemplated hereby, (b) a depository bank may, to the extent constituting a Permitted Lien, have Control of a Deposit Account owned by a Grantor at such depository bank and (c) a securities intermediary may, to the extent constituting a Permitted Lien, have Control of a Securities Account owned by a Grantor at such securities intermediary.

SECTION 3.3 State of Organization; Location of Inventory, Equipment and Fixtures; other Information.

(a) As of the Closing Date, the exact legal name, taxpayer identification number and, to the extent applicable, Registered Organization number of such Grantor is set forth on Schedule 3.3. As of the Closing Date, such Grantor is a Registered Organization organized under the laws of the state identified on Schedule 3.3 for such Grantor.

(b) As of the Closing Date, all Collateral consisting of Inventory, Equipment and Fixtures (whether now owned or hereafter acquired) is located at the locations specified on Schedule 3.3, except (i) Inventory which is, in the ordinary course of business, in transit, (ii) Equipment and Inventory in the hands of employees, consultants or customers in the ordinary course of business, including, without limitation, computer equipment, (iii) Equipment out for repair, (iv) other Equipment and Inventory with an aggregate value less than \$100,000 or (v) as otherwise permitted hereunder.

(c) As of the Closing Date (i) the mailing address, principal place of business, chief executive office and office where such Grantor keeps its books and records relating to the Accounts, Documents, General Intangibles, Instruments and Investment Property in which it has any interest is located at the locations specified on Schedule 3.3 under such Grantor's name, (ii) no Grantor has any other places of business except those separately set forth on Schedule 3.3 under such Grantor's name and (iii) except as disclosed on Schedule 3.3 under such Grantor's name, no Grantor has acquired assets with a value in excess of \$250,000 from any Person, other than assets acquired in the ordinary course of such Grantor's business from a Person engaged in the business of selling goods of such kind, during the past five (5) years.

SECTION 3.4 Accounts; Receivables. To each Grantor's knowledge, no Account Debtor has any defense, set-off, claim or counterclaim against any Grantor that can be asserted against the Administrative Agent, whether in any proceeding to enforce the Administrative Agent's rights in the Accounts included in the Collateral, or otherwise, except for defenses, setoffs, claims or counterclaims that could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

SECTION 3.5 Chattel Paper. As of the Closing Date, such Grantor does not hold any Chattel Paper in excess of \$250,000 in value.

SECTION 3.6 Commercial Tort Claims. As of the Closing Date hereof, except as set forth on Schedule 3.6, such Grantor does not hold any Commercial Tort Claims in excess of \$250,000 in value.

SECTION 3.7 Deposit Accounts and Securities Accounts. As of the Closing Date, all Deposit Accounts (designating any Excluded Deposit Accounts) and Securities Accounts (designating any Excluded Securities Accounts) of each Grantor are listed on Schedule 3.7.

SECTION 3.8 Intellectual Property.

(a) As of the Closing Date, (i) all Copyrights owned by such Grantor in its own name and registered with the United States Copyright Office or subject of pending applications filed for registration with the United States Copyright Office, Patents owned by such Grantor in its own name and issued by the PTO or the subject of pending applications filed with the PTO, and all Trademarks owned by such Grantor in its own name and registered with the PTO or the subject of pending applications filed for registration with the PTO are listed on Schedule 3.8 and (ii) all Copyright Licenses, Patent Licenses and Trademark Licenses held by such Grantor are listed on Schedule 3.8.

(b) Except as set forth in Schedule 3.8, on the Closing Date, none of the Intellectual Property owned by such Grantor is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor, except as could not reasonably be expected to have a Material Adverse Effect.

SECTION 3.9 Inventory. Except as could not reasonably be expected to have a Material Adverse Effect, Collateral consisting of Inventory is of good and merchantable quality, free from any material defects. To the knowledge of such Grantor, none of such Inventory is subject to any licensing, Patent, Trademark, trade name or Copyright with any Person that restricts any Grantor's ability to manufacture and/or sell such Inventory.

SECTION 3.10 Investment Property; Partnership/LLC Interests.

(a) As of the Closing Date, all Investment Property and all Partnership/LLC Interests owned by such Grantor and included in the Collateral are listed on Schedule 3.10.

(b) All Investment Property and all Partnership/LLC Interests issued by any Issuer to such Grantor and included in the Collateral (i) have been duly and validly issued and, if applicable, are fully paid and non-assessable, (ii) are beneficially owned as of record by such Grantor and (iii) constitute all the issued and outstanding shares of all classes of the Equity Interests or Partnership/LLC Interests of such Issuer issued to such Grantor.

(c) No consent, approval or action by any other party, including, without limitation, any other party to the Partnership/LLC Agreement included in the Collateral or otherwise, shall be necessary to permit the Secured Parties (Revolver) to be substituted as a member, manager or partner thereunder and to receive the benefits of all rights of a member, manager or partner thereunder (including, without limitation, all voting rights and rights of an economic interest holder) in the exercise of its rights and remedies hereunder except for consents, approvals or actions that have been obtained, or taken, and are in full force and effect.

SECTION 3.11 Instruments. Except as set forth on Schedule 3.11, as of the Closing Date, such Grantor does not hold any Instrument and is not named a payee of any Promissory Note or other evidence of Indebtedness in either case, having a face amount in excess of \$250,000.

SECTION 3.12 Government Contracts. Except as set forth on Schedule 3.12, as of the Closing Date, no Grantor is party to any Government Contracts involving aggregate consideration which may be payable to such Person of \$250,000 or more in any year.

ARTICLE IV

COVENANTS

Until the Secured Obligations (Revolver) (other than (1) contingent indemnification obligations, (2) obligations and liabilities under Secured Cash Management Agreements or Secured Hedge Agreements as to which arrangements satisfactory to the applicable Cash Management Bank or Hedge Bank shall have been made and (3) Letters of Credit that have either been Cash Collateralized or as to which arrangements satisfactory to the Issuing Lender have been made) shall have been paid in full and the Commitments terminated, unless consent has been obtained in the manner provided for in Section 7.2, each Grantor covenants and agrees that:

SECTION 4.1 Maintenance of Perfected Security Interest; Further Information.

(a) Such Grantor shall maintain the Security Interest created by this Agreement as a first priority perfected Security Interest (subject only to Permitted Liens) and shall defend such Security Interest against the claims and demands of all Persons whomsoever (other than the holders of Permitted Liens). Notwithstanding anything else in this Agreement to the contrary, no Grantor shall be required to take any Excluded Perfection Actions.

(b) Such Grantor will furnish to the Administrative Agent upon the reasonable request of the Administrative Agent, from time to time, statements and schedules further identifying and describing the Collateral of such Grantor and such other reports in connection therewith as the Administrative Agent or such Lender may reasonably request, all in reasonable detail.

SECTION 4.2 Maintenance of Insurance. Such Grantor shall maintain insurance covering the Collateral in accordance with the provisions of Section 8.5 of the Credit Agreement.

SECTION 4.3 Changes in Locations; Changes in Name or Structure. No Grantor will, except upon five (5) Business Days' prior written notice to the Administrative Agent (which time period may be reduced by the Administrative Agent in its sole discretion) and delivery to the Administrative Agent of (a) all additional financing statements (executed if necessary for any particular filing jurisdiction) and other instruments and documents reasonably requested by the Administrative Agent to maintain the validity, perfection and priority of the Security Interests and (b) a written supplement to the Schedules of this Agreement:

(i) change its jurisdiction of organization or the location of its chief executive office or principal place of business (or the location where any Grantor maintains its books and records relating to Accounts, Documents, General Intangibles, Instruments and Investment Property in which it has any interest) from that identified on Schedule 3.3; or

(ii) change its name, identity or organizational type to such an extent that any financing statement filed by the Administrative Agent in connection with this Agreement would become seriously misleading under the UCC.

SECTION 4.4 Required Notifications. Such Grantor shall promptly (a) notify the Administrative Agent, in writing, of: the acquisition or ownership by such Grantor of any (i) Commercial Tort Claim in excess of \$250,000, (ii) Deposit Account (other than Excluded Deposit Accounts), (iii) Investment Property (other than Investment Property held in Excluded Securities Accounts) or (iv) the acquisition of any of the items set forth in Section 4.5 with a respective value in excess of the amounts set forth therein, in each case,

after the date hereof and (b) in the case of an event described in clause (a) of this Section, deliver to the Administrative Agent a written supplement to Schedules of this Agreement.

SECTION 4.5 Delivery Covenants.

(a) To the extent constituting Collateral, such Grantor will deliver and pledge to the Administrative Agent, for the benefit of the Secured Parties (Revolver), all of such Grantor's (i) Certificated Securities, (ii) Partnership/LLC Interests evidenced by a certificate, (iii) negotiable Documents with a value in excess of \$250,000, (iv) Tangible Chattel Paper with a value in excess of \$250,000, (v) Supporting Obligations with a value in excess of \$250,000 and (vi) all Instruments with a value in excess of \$250,000, together in each case with an Effective Endorsement and Assignment.

(b) If at any time any of the Partnership/LLC Interests included in the Collateral (i) are dealt in or traded on a securities exchange or in securities markets, (ii) by their terms expressly provide that they are Securities governed by Article 8 of the UCC, (iii) are Investment Company Securities or (iv) are held in a Securities Account, the applicable Grantor shall notify the Administrative Agent and, upon the request of the Administrative Agent, certificate such Partnership/LLC Interests and deliver such certificates to the Administrative Agent, together with an Effective Endorsement and Assignment.

SECTION 4.6 Account Control Agreements; Collateral Access Agreements.

(a) Such Grantor shall instruct (and otherwise use its commercially reasonable efforts to cause) each depository bank (other than the Administrative Agent) holding a Deposit Account (other than Excluded Deposit Accounts) owned by such Grantor, to execute and deliver a Deposit Account Control Agreement (any such depository bank executing and delivering any such Deposit Account Control Agreement, a "Controlled Depository").

(b) Such Grantor shall instruct (and otherwise use its commercially reasonable efforts to cause) each Securities Intermediary (other than the Administrative Agent) holding any Securities Account (other than Excluded Securities Accounts) owned by such Grantor, to execute and deliver a Securities Account Control Agreement (any such depository bank executing and delivering any such Securities Account Control Agreement, a "Controlled Intermediary").

(c) All Deposit Accounts (other than Excluded Deposit Accounts) and all Securities Accounts (other than Excluded Securities Accounts) will be maintained with the Administrative Agent or with a Controlled Depository or a Controlled Intermediary, as applicable.

(d) Upon the request of the Administrative Agent, such Grantor will take such actions and deliver all such agreements as are reasonably requested by the Administrative Agent to provide the Administrative Agent with Control of all Letter-of-Credit Rights and Electronic Chattel Paper with a value in excess of \$250,000 owned or held by such Grantor and included in the Collateral, including, without limitation, with respect to any such Electronic Chattel Paper, by having the Administrative Agent identified as the assignee of the Record(s) pertaining to the single authoritative copy thereof.

(e) Subject to Section 8.4 of the Credit Agreement, such Grantor shall use its commercially reasonable efforts to obtain a collateral access agreement, landlord waiver and/or other agreement from the lessor of each leased property, mortgagee of owned property or bailee (other than a carrier transporting Inventory to a purchaser in the ordinary course of business) or consignee with respect to any warehouse, processor or converter facility or other location, in each case where Collateral (other than (i) Equipment and Inventory in the hands of employees, consultants or customers in the ordinary course of business, including, without limitation, computer equipment, and (ii) Equipment out for repair) with an aggregate

value in excess of \$250,000 is stored or located, which agreement or letter shall provide access rights, contain a waiver or subordination of all Liens or claims that the landlord, mortgagee, bailee or consignee may assert against the Collateral at that location, and shall otherwise be reasonably satisfactory in form and substance to the Administrative Agent.]

SECTION 4.7 Filing Covenants. Pursuant to Section 9-509 of the UCC and any other Applicable Law, such Grantor authorizes the Administrative Agent to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral in such form and in such offices as the Administrative Agent determines necessary or appropriate to perfect the Security Interests of the Administrative Agent under this Agreement. Such financing statements may describe the Collateral in the same manner as described herein or may contain an indication or description of Collateral that describes such property in any other manner as the Administrative Agent may determine, in its sole discretion, is necessary, advisable or prudent to ensure the perfection of the Security Interest in the Collateral granted herein, including, without limitation, describing such property as "all assets" or "all personal property."

SECTION 4.8 Accounts. Other than in the ordinary course of business consistent with its past practice, no Grantor will (i) amend, supplement, modify, extend, compromise, settle, credit or discount any Account or (ii) release, wholly or partially, any Account Debtor, except where such extension, compromise, settlement, release, credit, discount, amendment, supplement or modification could not reasonably be expected to have a Material Adverse Effect, either individually or in the aggregate.

SECTION 4.9 Intellectual Property.

(a) Whenever any Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Intellectual Property with the PTO, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, such Grantor shall report such filing to the Administrative Agent within thirty (30) Business Days (which time period may be extended by the Administrative Agent in its sole discretion by written notice to such Grantor) after the last day of the fiscal quarter in which such filing occurs and provide the Administrative Agent with a written supplement to Schedule 3.8 of this Agreement. Upon request of the Administrative Agent, such Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents, and papers as the Administrative Agent may reasonably request to evidence the security interest of the Secured Parties (Revolver) in any material Copyright, Patent or Trademark and the goodwill and General Intangibles of such Grantor relating thereto or represented thereby.

(b) Except as could not reasonably be expected to have a Material Adverse Effect, such Grantor (either itself or through licensees) (i) will use each registered Trademark (owned by such Grantor) and Trademark for which an application (owned by such Grantor) is pending, to the extent reasonably necessary to maintain such Trademark in full force free from any claim of abandonment for non-use, (ii) will maintain products and services offered under such Trademark at a level substantially consistent with the quality of such products and services as of the date hereof, (iii) will not (and will not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby such Trademark could reasonably be expected to become invalidated or impaired in any way, (iv) will not do any act, or knowingly omit to do any act, whereby any issued Patent owned by such Grantor would reasonably be expected to become forfeited, abandoned or dedicated to the public, (v) will not (and will not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any registered Copyright owned by such Grantor or Copyright for which an application is pending (owned by such Grantor) could reasonably be expected to become invalidated or otherwise impaired and (vi) will not (either itself or through licensees) do any act whereby any material portion of such Copyrights may fall into the public domain.

(c) Such Grantor will notify the Administrative Agent promptly if it knows, or has reason to know, that any application or registration relating to any Intellectual Property owned by such Grantor may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the United States Copyright Office or any court or tribunal in any country) regarding such Grantor's ownership of, or the validity of, any Intellectual Property owned by such Grantor or such Grantor's right to register the same or to own and maintain the same, in each case, except as could not reasonably be expected to have a Material Adverse Effect.

(d) Each Grantor shall use commercially reasonable efforts, to the extent necessary or reasonably economically desirable in the operation of such Grantor's business, to protect Intellectual Property owned by any Grantor against any infringement or misappropriation.

SECTION 4.10 Investment Property; Partnership/LLC Interests

(a) Without the prior written consent of the Administrative Agent, no Grantor will (i) vote to enable, or take any other action to permit, any applicable Issuer to issue any Investment Property or Partnership/LLC Interests, except for those additional Investment Property or Partnership/LLC Interests that will be subject to the Security Interest granted herein in favor of the Secured Parties (Revolver) in accordance with the provisions of this Agreement, or (ii) enter into any agreement or undertaking restricting the right or ability of such Grantor or the Administrative Agent to sell, assign or transfer any Investment Property or Partnership/LLC Interests or Proceeds thereof, except as permitted by Section 9.11 of the Credit Agreement. The Grantors will defend the right, title and interest of the Administrative Agent in and to any Investment Property and Partnership/LLC Interests against the claims and demands of all Persons whomsoever.

(b) If any Grantor shall become entitled to receive or shall receive (i) any Certificated Securities (including, without limitation, any certificate representing a stock dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization), option or rights in respect of the ownership interests of any Issuer, whether in addition to, in substitution of, as a conversion of, or in exchange for, any Investment Property, or otherwise in respect thereof, or (ii) during the continuance of an Event of Default, any sums paid upon or in respect of any Investment Property upon the liquidation or dissolution of any Issuer, such Grantor shall accept the same as the agent of the Secured Parties (Revolver), hold the same in trust for the Secured Parties (Revolver), segregated from other funds of such Grantor, and promptly deliver the same to the Administrative Agent, on behalf of the Secured Parties (Revolver), in accordance with the terms hereof.

(c) Subject to Section 7.16, each Grantor that is a party to any limited liability company agreement, operating agreement, membership agreement, partnership agreement or similar agreement relating to any Partnership/LLC Interests included in the Collateral (each, a "Partnership/LLC Agreement") hereby consents (to the extent required by any applicable Partnership/LLC Agreement), and agrees to use commercially reasonable efforts to obtain the consent of each other party to such Partnership/LLC Agreement that is not a Grantor, to the pledge by the Grantors of their Partnership/LLC Interests hereunder as necessary so that, upon the occurrence and during the continuance of an Event of Default, the Secured Parties (Revolver) or their respective designees shall have the right (but not the obligation) to be substituted for the applicable Grantor as a member, manager or partner under the applicable Partnership/LLC Agreement and the Secured Parties (Revolver) shall have all rights, powers and benefits of such Grantor as a member, manager or partner, as applicable, under such Partnership/LLC Agreement (which for the avoidance of doubt, such rights, powers and benefits of a substituted member shall include all voting and other rights and not merely the rights of an economic interest holder).

SECTION 4.11 Government Contracts. Such Grantor shall promptly notify the Administrative Agent in writing if it enters into any Government Contract involving aggregate consideration which may be payable to such Person of \$250,000 or more in any year and execute and deliver such assignment agreements and notices of assignment, in form and substance satisfactory to the Administrative Agent, as may be necessary in the reasonable opinion of the Administrative Agent to comply with the Assignment of Claims Act with respect to each such Government Contract.

SECTION 4.12 Further Assurances. Upon the request of the Administrative Agent and at the sole expense of such Grantor, such Grantor will promptly and duly execute and deliver, and have recorded, such further instruments and documents and take such further actions as the Administrative Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, all applications, certificates, instruments, registration statements, and all other documents and papers the Administrative Agent may reasonably request and as may be required by law in connection with the obtaining of any consent, approval, registration, qualification, or authorization of any Person deemed necessary or appropriate for the effective exercise of any rights under this Agreement.

ARTICLE V

REMEDIAL PROVISIONS

SECTION 5.1 General Remedies. Upon the occurrence and during the continuance of any Event of Default, with the consent of the Required Revolving Credit Lenders, the Administrative Agent may, or upon the request of the Required Revolving Credit Lenders, the Administrative Agent shall, on behalf of the Secured Parties (Revolver), enforce against the Grantors their obligations and liabilities hereunder and exercise such other rights and remedies as may be available to the Administrative Agent hereunder, under the Credit Agreement, the other Loan Documents, the Secured Cash Management Agreements, the Secured Hedge Agreements or otherwise. Without limiting the generality of the foregoing, the Administrative Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by Applicable Law referred to below) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived to the extent permitted by Applicable Law), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Administrative Agent or any other Secured Party (Revolver) or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Administrative Agent may disclaim all warranties in connection with any sale or other disposition of the Collateral, including, without limitation, all warranties of title, possession, quiet enjoyment and the like. The Administrative Agent or any other Secured Party (Revolver) shall have the right upon any such public sale or sales, and, to the extent permitted by Applicable Law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in any Grantor, which right or equity is hereby waived and released. Each Grantor further agrees, at the Administrative Agent's request, to assemble the Collateral and make it available to the Administrative Agent at places which the Administrative Agent shall reasonably select, whether at such Grantor's premises or elsewhere. To the extent permitted by Applicable Law, each Grantor waives all claims, damages and demands it may acquire against the Administrative Agent or any other Secured Party arising out of the exercise by them of any rights hereunder except to the extent any such claims, damages, or demands result solely from the gross negligence or willful misconduct of the Administrative Agent or any other Secured Party, in each case against whom such claim is asserted.

If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least ten (10) days before such sale or other disposition.

SECTION 5.2 Specific Remedies.

(a) Upon the occurrence and during the continuance of an Event of Default:

(i) the Administrative Agent may communicate with Account Debtors of any Account subject to a Security Interest and upon the request of the Administrative Agent, each Grantor shall notify (such notice to be in form and substance reasonably satisfactory to the Administrative Agent) its Account Debtors subject to a Security Interest that such Accounts have been assigned to the Administrative Agent, for the benefit of the Secured Parties (Revolver);

(ii) upon the request of the Administrative Agent, each Grantor shall forward to the Administrative Agent, on the last Business Day of each week, deposit slips related to all cash, money, checks or any other similar items of payment received by the Grantor during such week, and, if requested by the Administrative Agent, copies of such checks or any other similar items of payment;

(iii) whenever any Grantor shall receive any cash, money, checks or any other similar items of payment relating to any Collateral (including any Proceeds of any Collateral), subject to the terms of any Permitted Liens, such Grantor agrees that it will, within one (1) Business Day of such receipt, deposit all such items of payment into a cash collateral account at the Administrative Agent (the "Collateral Account") or in a Deposit Account (other than an Excluded Deposit Account) at a Controlled Depository, and until such Grantor shall deposit such cash, money, checks or any other similar items of payment in the Collateral Account or in a Deposit Account (other than an Excluded Deposit Account) at a Controlled Depository, such Grantor shall hold such cash, money, checks or any other similar items of payment in trust for the Administrative Agent and the other Secured Parties (Revolver) and as property of the Secured Parties (Revolver), separate from the other funds of such Grantor, and the Administrative Agent shall have the right to transfer or direct the transfer of the balance of each Deposit Account (other than an Excluded Deposit Account) to the Collateral Account. All such Collateral and Proceeds of Collateral received by the Administrative Agent hereunder shall be held by the Administrative Agent in the Collateral Account as collateral security for all the Secured Obligations (Revolver) and shall not constitute payment thereof until applied as provided in Section 5.4;

(iv) the Administrative Agent shall have the right to receive any and all cash dividends, payments or distributions made in respect of any Investment Property, or Partnership/LLC Interests or other Proceeds paid in respect of any Investment Property, or Partnership/LLC Interests, and any or all of any Investment Property, or Partnership/LLC Interests may, at the option of the Administrative Agent and the other Secured Parties (Revolver), be registered in the name of the Administrative Agent or its nominee, and the Administrative Agent or its nominee may thereafter exercise (A) all voting, corporate and other rights pertaining to such Investment Property or any such Partnership/LLC Interests at any meeting of shareholders, partners or members of the relevant Issuers or otherwise and (B) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to such Investment Property or Partnership/LLC Interests as if it were the absolute owner thereof (including, without limitation, the right to exchange at its discretion any and all of such Investment Property, or Partnership/LLC Interests upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the corporate, partnership or limited liability company structure of any Issuer or upon the exercise by any Grantor or the Administrative Agent of any right, privilege or option pertaining to such

Investment Property, or Partnership/LLC Interests, and in connection therewith, the right to deposit and deliver any and all of such Investment Property or Partnership/LLC Interests with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Administrative Agent may determine), all without liability except to account for property actually received by it, but the Administrative Agent shall have no duty to any Grantor to exercise any such right, privilege or option and the Administrative Agent and the other Secured Parties shall not be responsible for any failure to do so or delay in so doing. In furtherance thereof, each Grantor hereby authorizes and instructs each Issuer with respect to any Collateral consisting of Investment Property and/or Partnership/LLC Interests to (i) comply with any instruction received by it from the Administrative Agent in writing that (A) states that an Event of Default has occurred and is continuing and (B) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from such Grantor, and each Grantor agrees that each Issuer shall be fully protected in so complying following receipt of such notice and prior to notice that such Event of Default is no longer continuing, and (ii) except as otherwise expressly permitted hereby, pay any dividends, distributions or other payments with respect to any Investment Property or Partnership/LLC Interests directly to the Administrative Agent; and

(v) the Administrative Agent shall be entitled to (but shall not be required to): (A) proceed to perform any and all obligations of the applicable Grantor under any contract and exercise all rights of such Grantor thereunder as fully as such Grantor itself could, (B) do all other acts which the Administrative Agent may deem necessary or proper to protect its Security Interest granted hereunder, provided such acts are not inconsistent with or in violation of the terms of any of the Credit Agreement, of the other Loan Documents or Applicable Law, and (C) sell, assign or otherwise transfer any contract in accordance with the Credit Agreement, the other Loan Documents and Applicable Law, subject, however, to the prior approval of each other party to such contract, to the extent required under the contract.

(b) Unless an Event of Default shall have occurred and be continuing and the Administrative Agent shall have given notice to the relevant Grantor of the Administrative Agent's intent to exercise its corresponding rights pursuant to Section 5.2(a), each Grantor shall be permitted to receive all cash dividends, payments or other distributions made in respect of any Investment Property and any Partnership/LLC Interests, to the extent permitted in the Credit Agreement, and to exercise all voting and other corporate, company and partnership rights with respect to any Investment Property and Partnership/LLC Interests.

SECTION 5.3 Registration Rights.

(a) If, after the occurrence and during the continuance of an Event of Default, the Administrative Agent shall reasonably determine that in order to exercise its right to sell any or all of the Collateral it is necessary or advisable to have such Collateral registered under the provisions of the Securities Act (any such Collateral, the "Restricted Securities Collateral"), the relevant Grantor will cause each applicable Issuer (and the officers and directors thereof) that is a Grantor or a Subsidiary of a Grantor to (i) execute and deliver all such instruments and documents, and do or cause to be done all such other acts as may be, in the opinion of the Administrative Agent, necessary or advisable to register such Restricted Securities Collateral, or that portion thereof to be sold, under the provisions of the Securities Act, (ii) use its commercially reasonable efforts to cause the registration statement relating thereto to become effective and to remain effective for a period of one year from the date of the first public offering of such Restricted Securities Collateral, or that portion thereof to be sold, and (iii) make all amendments thereto and/or to the related prospectus which, in the opinion of the Administrative Agent, are necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the SEC applicable thereto. Each Grantor agrees to cause each applicable Issuer (and the officers and directors thereof) to

comply with the provisions of the securities or "Blue Sky" laws of any and all jurisdictions which the Administrative Agent shall designate and to make available to its security holders, as soon as practicable, an earnings statement (which need not be audited) which will satisfy the provisions of the Securities Act.

(b) Each Grantor recognizes that the Administrative Agent may be unable to effect a public sale of any or all the Restricted Securities Collateral, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers who will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. The Administrative Agent shall be under no obligation to delay a sale of any of the Restricted Securities Collateral for the period of time necessary to permit the Issuer thereof to register such securities for public sale under the Securities Act, or under applicable state securities laws, even if such Issuer would agree to do so.

(c) Each Grantor agrees to use its commercially reasonable efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of all or any portion of the Restricted Securities Collateral valid and binding and in compliance with any and all other Applicable Laws. Each Grantor further agrees that a breach of any of the covenants contained in this Section 5.3 will cause irreparable injury to the Administrative Agent and the other Secured Parties (Revolver), that the Administrative Agent and the other Secured Parties (Revolver) have no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 5.3 shall be specifically enforceable against such Grantor, and such Grantor hereby waives, to the extent permitted by Applicable Law, and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Event of Default has occurred and is continuing.

SECTION 5.4 Application of Proceeds. If an Event of Default shall have occurred and be continuing, the Administrative Agent may apply all or any part of the Collateral or any Proceeds of the Collateral in payment in whole or in part of the Secured Obligations (Revolver) (after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Administrative Agent and the other Secured Parties (Revolver) hereunder, including, without limitation, reasonable attorneys' fees and disbursements) in accordance with Section 10.4 of the Credit Agreement. Only after (i) the payment by the Administrative Agent of any other amount required by any provision of Applicable Law, including, without limitation, Section 9-610 and Section 9-615 of the UCC and (ii) the payment in full of the Secured Obligations (Revolver) (other than (1) contingent indemnification obligations, (2) obligations and liabilities under Secured Cash Management Agreements or Secured Hedge Agreements as to which arrangements satisfactory to the applicable Cash Management Bank or Hedge Bank shall have been made and (3) Letters of Credit that have been Cash Collateralized or other arrangements with respect thereto have been made that are satisfactory to the Issuing Lender) and the termination of the Commitments, shall the Administrative Agent account for the surplus, if any, to any Grantor, or to whomever may be lawfully entitled to receive the same (if such Person is not a Grantor).

SECTION 5.5 Waiver, Deficiency. Each Grantor hereby waives, to the extent permitted by Applicable Law, all rights of redemption, appraisal, valuation, stay, extension or moratorium now or hereafter in force under any Applicable Law in order to prevent or delay the enforcement of this Agreement or the absolute sale of the Collateral or any portion thereof. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay its Secured

Obligations (Revolver) and the reasonable and documented fees and disbursements of any attorneys employed by the Administrative Agent or any other Secured Party (Revolver) to collect such deficiency.

ARTICLE VI

THE ADMINISTRATIVE AGENT

SECTION 6.1 Appointment of Administrative Agent as Attorney-In-Fact.

(a) Each Grantor hereby irrevocably constitutes and appoints each of the Administrative Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, for the purpose of carrying out the terms of this Agreement, effective upon the occurrence and during the continuation of an Event of Default, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, each Grantor hereby gives each of the Administrative Agent and any officer or agent thereof the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do any or all of the following upon the occurrence and during the continuance of an Event of Default:

(i) in the name of such Grantor or its own name, or otherwise, take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Account or contract subject to a Security Interest or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Administrative Agent for the purpose of collecting any and all such moneys due under any Account or contract subject to a Security Interest or with respect to any other Collateral whenever payable;

(ii) in the case of any Intellectual Property, execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Administrative Agent may request to evidence the Administrative Agent's and the Secured Parties (Revolver)'s security interest in such Intellectual Property and the goodwill and General Intangibles of such Grantor relating thereto or represented thereby;

(iii) pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, effect any repairs or any insurance called for by the terms of this Agreement and pay all or any part of the premiums therefor and the costs thereof;

(iv) execute, in connection with any sale provided for in this Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral; and

(v) (A) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Administrative Agent or as the Administrative Agent shall direct; (B) ask or make demand for, collect, and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (C) sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (D) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect

of any Collateral; (E) defend any suit, action or proceeding brought against such Grantor with respect to any Collateral; (F) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Administrative Agent may deem appropriate; (G) license or assign any Copyright, Patent or Trademark (along with the goodwill of the business to which any such Copyright, Patent or Trademark pertains), for such term or terms, on such conditions, and in such manner, as the Administrative Agent shall in its sole discretion determine; and (H) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Administrative Agent was the absolute owner thereof for all purposes, and do, at the Administrative Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things that the Administrative Agent deems necessary to protect, preserve or realize upon the Collateral and the Administrative Agent's and the other Secured Parties (Revolver)'s Security Interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

(b) If any Grantor fails to perform or comply with any of its agreements contained herein, the Administrative Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement in accordance with the provisions of Section 6.1(a).

(c) The expenses of the Administrative Agent incurred in connection with actions taken pursuant to the terms of this Agreement shall be payable by such Grantor to the Administrative Agent in accordance with Section 12.3 of the Credit Agreement.

(d) Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof in accordance with Section 6.1(a). All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created hereby are released.

SECTION 6.2 Duty of Administrative Agent. The sole duty of Administrative Agent with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with it in the same manner as the Administrative Agent deals with similar property for its own account. None of the Administrative Agent, any other Secured Party (Revolver) or any of their respective Related Parties shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Administrative Agent and the other Secured Parties (Revolver) hereunder are solely to protect the interests of the Administrative Agent and the other Secured Parties (Revolver) in the Collateral and shall not impose any duty upon the Administrative Agent or any other Secured Party (Revolver) or any of their respective Related Parties to exercise any such powers. The Administrative Agent and the other Secured Parties (Revolver) shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their respective Related Parties shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

SECTION 6.3 Authority of Administrative Agent. Each Grantor acknowledges that the rights and responsibilities of the Administrative Agent under this Agreement with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Administrative Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting from or arising out of this Agreement shall, as between the Administrative Agent and the Lenders, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Administrative Agent and the Grantors, the Administrative Agent shall be conclusively

presumed to be acting as agent for the Secured Parties with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation, or entitlement to make any inquiry respecting such authority.

ARTICLE VII

MISCELLANEOUS

SECTION 7.1 Notices. All notices and communications hereunder shall be given to the addresses and otherwise made in accordance with Section 12.1 of the Credit Agreement; provided that notices and communications to the Grantors shall be directed to the Grantors, at the address of the Borrower set forth in Section 12.1 of the Credit Agreement.

SECTION 7.2 Amendments, Waivers and Consents. None of the terms or provisions of this Agreement may be amended, supplemented or otherwise modified, nor may they be waived, nor may any consent be given, except in accordance with Section 12.2 of the Credit Agreement.

SECTION 7.3 Expenses, Indemnification, Waiver of Consequential Damages, etc.

(a) The Grantors, jointly and severally, shall pay all reasonable out-of-pocket expenses incurred by the Administrative Agent and each other Secured Party in connection with enforcing or preserving any rights under this Agreement to the extent the Borrower would be required to do so pursuant to Section 12.3 of the Credit Agreement.

(b) The Grantors, jointly and severally, shall pay and shall indemnify each Indemnitee (which for purposes of this Agreement shall include, without limitation, all Secured Parties) against Indemnified Taxes and Other Taxes to the extent the Borrower would be required to do so pursuant to Section 5.11 of the Credit Agreement.

(c) The Grantors, jointly and severally, shall indemnify each Indemnitee to the extent the Borrower would be required to do so pursuant to Section 12.3 of the Credit Agreement.

(d) Each Grantor agrees to the provisions of Sections 12.1(b), 12.1(e), 12.3(d) of the Credit Agreement, which are incorporated herein by reference as if fully set forth herein; provided that references therein to "Agreement" shall mean this Agreement.

(e) All amounts due under this Section 7.3 shall be payable promptly after demand therefor.

(f) Each party's obligations under this Section 7.3 shall survive the termination of the Loan Documents and payment of the obligations thereunder.

SECTION 7.4 Right of Setoff. If an Event of Default shall have occurred and while it is continuing, each Secured Party (Revolver) and each of its respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by Applicable Law, to setoff and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Secured Party (Revolver) or any such Affiliate to or for the credit or the account of such Grantor to the same extent a Lender could do so under Section 12.4 of the Credit Agreement. The rights of each Secured Party (Revolver) and its respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Secured Party (Revolver) or its respective Affiliates may have. Each Secured Party (Revolver)

agrees to notify such Grantor and the Administrative Agent promptly after any such setoff and application; provided that the failure to give such notice shall not affect the validity of such setoff and application.

SECTION 7.5 Governing Law; Jurisdiction; Venue; Service of Process.

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

(b) Submission to Jurisdiction. Each Grantor irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether relating to this Agreement or the transactions relating hereto in any forum other than the courts of the State of California sitting in Los Angeles County, and of the United States District Court of the Central District of California, and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding may be heard and determined in such New York state court or, to the fullest extent permitted by Applicable Law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or in any other Loan Document shall affect any right that the Administrative Agent or any other Secured Party may otherwise have to bring any action, litigation or proceeding relating to this Agreement or any other Loan Document against any Grantor or its properties in the courts of any jurisdiction.

(c) Waiver of Venue. Each Grantor irrevocably and unconditionally waives, to the fullest extent permitted by Applicable Law, any objection that it may now or hereafter have to the laying of venue of any action, litigation or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by Applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Service of Process. Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 12.1 of the Credit Agreement. Nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by Applicable Law.

(e) Appointment of the Borrower as Agent for the Grantors. Each Grantor hereby irrevocably appoints and authorizes the Borrower to act as its agent for service of process and notices required to be delivered under this Agreement or under the other Loan Documents, it being understood and agreed that receipt by the Borrower of any summons, notice or other similar item shall be deemed effective receipt by each Grantor and its Subsidiaries.

SECTION 7.6 Waiver of Jury Trial.

(a) EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION,

SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.6.

(b) Binding Arbitration.

(i) Agreement to Arbitrate. Upon demand of any party, whether made before or after institution of any judicial proceeding, any dispute, claim or controversy arising out of, connected with or relating to this Agreement or any other Loan Document ("Disputes"), between or among parties hereto and to the other Loan Documents shall be resolved by binding arbitration as provided herein. Institution of a judicial proceeding by a party does not waive the right of that party to demand arbitration hereunder. Disputes may include tort claims, counterclaims, claims brought as class actions, claims arising from Loan Documents executed in the future, disputes as to whether a matter is subject to arbitration, or claims concerning any aspect of the past, present or future relationships arising out of or connected with the Loan Documents. The parties hereto do not waive any applicable Federal or state substantive law (including the protections afforded to banks under 12 U.S.C. Section 91 or any similar applicable state law) except as provided herein. A judgment upon the award may be entered in any court having jurisdiction. Notwithstanding the foregoing, this paragraph shall not apply to any Hedge Agreement or Cash Management Agreement.

(ii) General Rules of Arbitration. Any arbitration proceeding will (A) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the Loan Documents between the parties, (B) be conducted by the American Arbitration Association (the "AAA"), or such other administrator as the parties shall mutually agree upon, in accordance with the commercial dispute resolution procedures of the AAA, unless the claim or counterclaim is at least \$1,000,000 exclusive of claimed interest, arbitration fees and costs, in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to, as applicable, as the "Arbitration Rules") and (C) proceed in a location in Los Angeles, California selected by the AAA. The expedited procedures set forth in Rule 51, et seq. of the Arbitration Rules shall be applicable to claims of less than \$1,000,000. All applicable statutes of limitations shall apply to any Dispute. If there is any inconsistency between the terms hereof and the Arbitration Rules, the terms and procedures set forth herein shall control. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any dispute. Notwithstanding anything in the foregoing to the contrary, any arbitration proceeding demanded hereunder shall begin within ninety (90) days after such demand thereof and shall be concluded within one hundred twenty (120) days after such demand. These time limitations may not be extended unless a party hereto shows cause for extension and then such extension shall not exceed a total of sixty (60) days.

(iii) Arbitrators. Any arbitration proceeding in which the amount in controversy is \$5,000,000 or less will be decided by a single arbitrator selected according to the Arbitration Rules, and who shall not render an award of greater than \$5,000,000. Any dispute in which the amount in controversy exceeds \$5,000,000 shall be decided by majority vote of a panel of three arbitrators; provided that all three arbitrators must actively participate in all hearings and deliberations. The arbitrator will be a neutral attorney licensed in the jurisdiction of the state where the hearing will be conducted or a neutral retired judge of the jurisdiction, state or federal, of the state where the hearing will be conducted, in either case with a minimum of ten years' experience in the substantive law applicable to the subject matter of the dispute to be arbitrated. In any arbitration proceeding,

the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre hearing motions that are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all disputes in accordance with the substantive law of California and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure or other Applicable Law.

(iv) Preservation of Certain Remedies. Notwithstanding the preceding binding arbitration provisions, the parties hereto and the other Loan Documents preserve, without diminution, certain remedies that such Persons may employ or exercise freely, either alone, in conjunction with or during a Dispute. Each such Person shall have and hereby reserves the right to proceed in any court of proper jurisdiction or by self-help to exercise or prosecute the following remedies, as applicable: (A) all rights to foreclose against any real or personal property or other security by exercising a power of sale granted in the Loan Documents or under Applicable Law or by judicial foreclosure and sale, including a proceeding to confirm the sale, (B) all rights of self-help including peaceful occupation of property and collection of rents, set off, and peaceful possession of property, (C) obtaining provisional or ancillary remedies including injunctive relief, sequestration, garnishment, attachment, appointment of receiver and in filing an involuntary bankruptcy proceeding, and (D) when applicable, a judgment by confession of judgment. Preservation of these remedies does not limit the power of an arbitrator to grant similar remedies that may be requested by a party in a Dispute.

(v) Matters Involving Real Property. Notwithstanding anything herein to the contrary, no dispute shall be submitted to arbitration if the dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless: (A) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration; or (B) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of California, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable. If any such dispute is not submitted to arbitration, the dispute shall be referred to a referee in accordance with California Code of Civil Procedure Section 638 et seq., and this general reference agreement is intended to be specifically enforceable in accordance with such Section 638. A referee with the qualifications required herein for arbitrators shall be selected pursuant to the AAA's selection procedures. Judgment upon the decision rendered by a referee shall be entered in the court in which such proceeding was commenced in accordance with California Code of Civil Procedure Sections 644 and 645.

SECTION 7.7 Injunctive Relief. Each Grantor recognizes that, in the event such Grantor fails to perform, observe or discharge any of its obligations or liabilities under this Agreement or any other Loan Document, any remedy of law may prove to be inadequate relief to the Administrative Agent and the other Secured Parties (Revolver). Therefore, each Grantor agrees that the Administrative Agent and the other Secured Parties (Revolver), at the option of the Administrative Agent and the other Secured Parties (Revolver), shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

SECTION 7.8 No Waiver By Course of Conduct; Cumulative Remedies. The enumeration of the rights and remedies of the Administrative Agent and the other Secured Parties set forth in this Agreement is not intended to be exhaustive and the exercise by the Administrative Agent or any other Secured Party of any right or remedy shall not preclude the exercise of any other rights or remedies, all of which shall be

cumulative, and shall be in addition to any other right or remedy given hereunder or under the other Loan Documents or that may now or hereafter exist at law or in equity or by suit or otherwise. Neither the Administrative Agent nor any other Secured Party shall by any act (except by a written instrument pursuant to Section 7.2), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No delay or failure to take action on the part of the Administrative Agent or any other Secured Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege or be construed to be a waiver of any Default or Event of Default. A waiver by the Administrative Agent or any other Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Administrative Agent or such other Secured Party would otherwise have on any future occasion. No course of dealing between any Grantor, the Administrative Agent or any Secured Party or their respective agents or employees shall be effective to change, modify or discharge any provision of this Agreement or any other Loan Document or to constitute a waiver of any Default or Event of Default.

SECTION 7.9 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; except that no Grantor may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the Administrative Agent and the other Lenders (except as otherwise provided by the Credit Agreement).

SECTION 7.10 Survival of Indemnities. Notwithstanding any termination of this Agreement, the indemnities to which the Administrative Agent and the other Secured Parties are entitled under the provisions of Section 7.3 and any other provision of this Agreement shall continue in full force and effect and shall protect the Administrative Agent and the other Secured Parties against events arising after such termination as well as before.

SECTION 7.11 Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

SECTION 7.12 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in separate counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement or any document or instrument delivered in connection herewith by facsimile or in electronic (*i.e.* "pdf" or "tif") form shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable.

SECTION 7.13 Integration. This Agreement and the other Loan Documents, and any separate letter agreements with respect to fees, constitute the entire contract among the parties relating to the subject matter hereof and thereof and supersede any and all previous agreements and understandings, written or oral, relating to the subject matter hereof. In the event of any conflict between the provisions of this Agreement and those of the Credit Agreement, the provisions of the Credit Agreement shall control, and in the event of any conflict between the provisions of this Agreement and any other Security Documents, the provisions of this Agreement shall control; provided that the inclusion of supplemental rights or remedies in favor of the Administrative Agent or the other Secured Parties in any other Loan Document shall not be deemed a conflict with this Agreement.

SECTION 7.14 Advice of Counsel; No Strict Construction. Each of the parties represents to each other party hereto that it has discussed this Agreement with its counsel. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

SECTION 7.15 Acknowledgements. Each Grantor hereby acknowledges that (a) it has received a copy of the Credit Agreement and has reviewed and understands the same, (b) neither the Administrative Agent nor any other Secured Party has any fiduciary relationship with or duty to any Grantor arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Grantors, on the one hand, and the Administrative Agent and the other Secured Parties, on the other hand, in connection herewith or therewith is solely that of debtor and creditor and (c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby or thereby among the Secured Parties or among the Grantors and the Secured Parties.

SECTION 7.16 Releases.

(a) Subject to Section 11.9 of the Credit Agreement, at such time as the Secured Obligations (Revolver) (other than (1) contingent indemnification obligations, (2) obligations and liabilities under Secured Cash Management Agreements or Secured Hedge Agreements as to which arrangements satisfactory to the applicable Cash Management Bank or Hedge Bank shall have been made and (3) Letters of Credit that have been Cash Collateralized or other arrangements with respect thereto have been made that are satisfactory to the Issuing Lender) shall have been paid in full in cash and the Commitments have been terminated, the Collateral shall be automatically released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and each Grantor hereunder shall automatically terminate, and all rights to the Collateral shall revert to the Grantors.

(b) Subject to Section 11.9 of the Credit Agreement, if any of the Collateral shall be sold or otherwise disposed of by any Grantor in a transaction permitted by the Loan Documents, then the Administrative Agent, at the request and sole expense of such Grantor, shall, within a commercially reasonable period of time, execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable to evidence the release of the Liens created hereby on such Collateral. In the event that all the Equity Interests of any Grantor that is a Subsidiary of the Borrower shall be sold, transferred or otherwise disposed of in a transaction permitted by the Credit Agreement, then, at the request of the Borrower and at the expense of the Grantors, such Grantor shall be released from its obligations hereunder and, at the reasonable request of the Borrower and at the expense of the Grantors, the Administrative Agent shall, within a commercially reasonable period of time, execute and deliver to the Borrower any releases or other documents reasonably necessary or desirable to evidence such release.

SECTION 7.17 Additional Grantors. Each Subsidiary of the Borrower that is required to become a party to this Agreement pursuant to Section 8.12 of the Credit Agreement shall become a Grantor for all purposes of this Agreement upon execution and delivery by such Subsidiary of a Joinder Agreement.

SECTION 7.18 All Powers Coupled With Interest. All powers of attorney and other authorizations granted to the Secured Parties, the Administrative Agent and any Persons designated by the Administrative Agent or any other Secured Party pursuant to any provisions of this Agreement shall be deemed coupled with an interest and shall be irrevocable so long as any of the Secured Obligations (Revolver) (other than (1) contingent indemnification obligations, (2) obligations and liabilities under Secured Cash Management Agreements or Secured Hedge Agreements as to which arrangements satisfactory to the applicable Cash

Management Bank or Hedge Bank shall have been made and (3) Letters of Credit that have been Cash Collateralized or other arrangements with respect thereto have been made that are satisfactory to the Issuing Lender) remain unpaid or unsatisfied, any of the Commitments remain in effect or the Credit Facility has not been terminated.

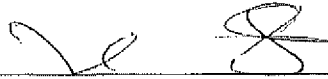
SECTION 7.19 Secured Parties. Each Secured Party not a party to the Credit Agreement who obtains the benefit of this Agreement shall be deemed to have acknowledged and accepted the appointment of the Administrative Agent pursuant to the terms of the Credit Agreement, and that with respect to the actions and omissions of the Administrative Agent hereunder or otherwise relating hereto that do or may affect such Secured Party, the Administrative Agent and each of its Affiliates and Related Parties shall be entitled to all of the rights, benefits and immunities conferred under Article XI of the Credit Agreement.

[Signature Pages to Follow]

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

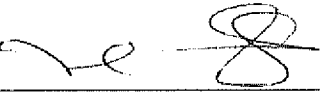
GRANTORS:

AIDS HEALTHCARE FOUNDATION

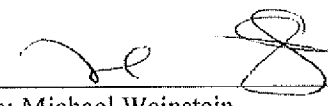
By: 
Name: Michael Weinstein
Title: President

By: 
Name: Lyle Honig
Title: Chief Financial Officer

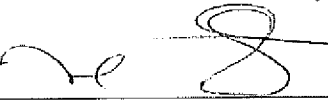
AHF HEALTHCARE CENTERS

By: 
Name: Michael Weinstein
Title: President

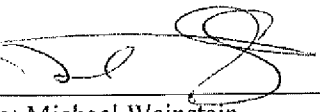
AHF MCO OF FLORIDA, INC.

By: 
Name: Michael Weinstein
Title: President

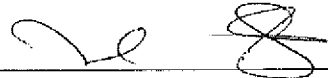
AIDS HEALTHCARE FOUNDATION DISEASE
MANAGEMENT OF FLORIDA, INC.

By: 
Name: Michael Weinstein
Title: President

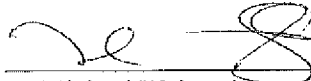
AIDS HEALTHCARE FOUNDATION TEXAS, INC.

By: 
Name: Michael Weinstein
Title: President

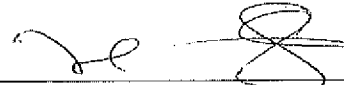
AIDS CENTER OF QUEENS COUNTY, INC.

By: 
Name: Michael Weinstein
Title: President


AID ATLANTA, INCORPORATED

By: 
Name: Michael Weinstein
Title: President

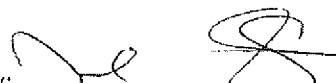
SOUTH SIDE HELP CENTER, INC.

By: 
Name: Michael Weinstein
Title: President

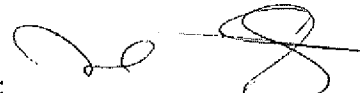
AIDS TASKFORCE OF GREATER CLEVELAND,
INC.

By: 
Name: Michael Weinstein
Title: President

WOMEN ORGANIZED TO RESPOND TO
LIFE-THREATENING DISEASES

By: 
Name: Michael Weinstein
Title: President

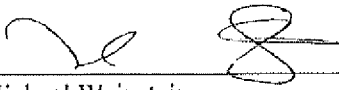
AHF MCO OF GEORGIA, INC.

By: 
Name: Michael Weinstein
Title: President

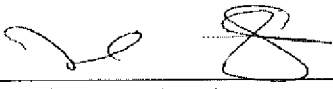
[Signature Page to Collateral Agreement]

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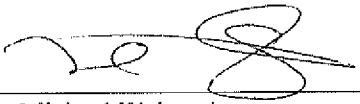
AIDS OUTREACH CENTER, INC.

By: 
Name: Michael Weinstein
Title: President

IRIS HOUSE: A CENTER FOR WOMEN LIVING
WITH HIV, INC.

By: 
Name: Michael Weinstein
Title: President

AIDS INTERFAITH NETWORK, INC.

By: 
Name: Michael Weinstein
Title: President

Acknowledged by the Administrative Agent as of the day
and year first written above:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: *Chasovskaya*
Name: *Anna Chasovskaya*
Title: *Senior Vice President*

{Signature Page to Collateral Agreement}

SCHEDULE 3.3
to
Collateral Agreement

Exact Legal Name; Jurisdiction of Organization; Taxpayer Identification Number; Registered Organization Number; Mailing Address; Chief Executive Office and other Locations

	Exact Legal Name	Jurisdiction of Organization	Taxpayer Identification Number	Registered Organization Number	Address
1	AIDS Healthcare Foundation	California	95-4112121	C1589471	6255 W. Sunset Blvd., 21 st Fl. Los Angeles, CA 90028
2	AHF Healthcare Centers	California	95-4582918	C1951442	6255 W. Sunset Blvd., 21 st Fl. Los Angeles, CA 90028
3	AHF MCO of Florida, Inc.	Florida	20-8572701	N07000002260	6255 W. Sunset Blvd., 21 st Fl. Los Angeles, CA 90028
4	AIDS Healthcare Foundation Disease Management of Florida, Inc.	Florida	20-8744009	N07000003086	6255 W. Sunset Blvd., 21 st Fl. Los Angeles, CA 90028
5	AIDS Healthcare Foundation Texas, Inc.	Texas	46-1454134	801684801	6255 W. Sunset Blvd., 21 st Fl. Los Angeles, CA 90028
6	AHF MCO of Georgia, Inc.	Georgia	81-4191272	16094803	6255 W. Sunset Blvd., 21 st Fl. Los Angeles, CA 90028
7	AIDS Center of Queens County, Inc.	New York	11-2837894	1164338	6255 W. Sunset Blvd., 21 st Fl. Los Angeles, CA 90028
8	AID Atlanta, Incorporated	Georgia	58-1537967	J302475	6255 W. Sunset Blvd., 21 st Fl. Los Angeles, CA 90028
9	South Side Help Center, Inc.	Illinois	36-3532259	54687222	6255 W. Sunset Blvd., 21 st Fl. Los Angeles, CA 90028
10	AIDS Taskforce of Greater Cleveland, Inc.	Ohio	34-1433612	628076	6255 W. Sunset Blvd., 21 st Fl. Los Angeles, CA 90028
11	Women Organized to Respond to Life-Threatening Diseases	California	94-3177103	1854022	6255 W. Sunset Blvd., 21 st Fl. Los Angeles, CA 90028
12	AIDS Outreach Center, Inc.	Texas	75-2139336	79205701	6255 W. Sunset Blvd., 21 st Fl. Los Angeles, CA 90028
13	Iris House: A Center For Women Living With HIV, Inc.	New York	13-3699201	1684299	6255 W. Sunset Blvd., 21 st Fl. Los Angeles, CA 90028
14	AIDS Interfaith Network, Inc.	Texas	75-2241382	01088160	6255 W. Sunset Blvd., 21 st Fl. Los Angeles, CA 90028

SCHEDULE 3.6
to
Collateral Agreement
Commercial Tort Claims

None.

SCHEDULE 3.7
to
Collateral Agreement

Deposit Accounts and Securities Accounts

Grantor:	Aids Healthcare Foundation, Inc.
Financial Institution:	Wells Fargo Bank, N.A.
Account Number:	26278095 (roll up)
Adr. Financial Institution:	Pledged accounts within: 26278070 and 26278071 550 S 4 th Street 18 th Floor Minneapolis, MN 55415
Account Purpose:	Hold Securities
Grantor:	AHF MCO of Florida, Inc.
Financial Institution:	Wells Fargo Bank, N.A.
Account Number:	26321302
Adr. Financial Institution:	550 S 4 th Street 18 th Floor Minneapolis, MN 55415
Account Purpose:	Hold Securities

SCHEDULE 3.8
to
Collateral Agreement

Intellectual Property**

Serial Number	Reg. Number	Word Mark
88555666		GOPAK
87884546	5631714	HEALTHY HOUSING FOUNDATION BY AHF
87884482	5631712	H HEALTHY HOUSING FOUNDATION BY AHF
87884568	5582585	HEALTHY HOUSING FOUNDATION
87201458	5173367	THE LIVER INSTITUTE OF NEW YORK
87201436	5163439	THE LIVER INSTITUTE OF SOUTH FLORIDA
87054932	5127862	OUT OF THE CLOSET
86142290	4537838	ICON
86270733	5311642	20 X 20
86106093	5308978	LOVE
86270684	5186833	20 X 20
86674967	4904627	LI THE LIVER INSTITUTE OF LOS ANGELES
86674961	4864867	THE LIVER INSTITUTE OF LOS ANGELES
86462093	4862128	AHFPHARMACY.ORG
86227832	4848913	ICON LARGE THIN CONDOMS
86093061	4762779	GOPAK
86093266	4721747	GOPAK
86001106	4582972	CALENDARPAK
86001077	4582971	CALENDARPAK
86270687	4710918	20 X 20
85885240	4532040	AIDS HEALTHCARE FOUNDATION
85889228	4432160	AHF
85934591	4432601	AHF PHARMACY
85934584	4432600	POSITIVE HEALTHCARE
85934574	4436603	POSITIVE HEALTHCARE
85889387	4435908	AHF
85969801	4683465	PHC CALIFORNIA
85969769	4683464	PHC
85885324	4532041	AIDS HEALTHCARE FOUNDATION
77899680	3939608	LOVE LOVECONDOMS.ORG
76518621	2909684	OUT OF THE CLOSET
75066602	2048924	OUT OF THE CLOSET THRIFT STORE

** All of the above a registered trade and design marks of Borrower for Borrower's own use and those of its Consolidated Affiliates. Borrower has not granted any commercial licenses to these marks.

SCHEDULE 3.10
to
Collateral Agreement

Not applicable.

SCHEDULE 3.11
to
Collateral Agreement
Instruments

Not applicable.

SCHEDULE 3.12
to
Collateral Agreement
Government Contracts

Not applicable.

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