

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM567392

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pomp's Tire Service, Inc.		03/12/2020	Corporation: WISCONSIN
Wochinske Ratteree Realty LLC		03/12/2020	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A. as administrative agent		
Street Address:	310 West Walnut Street		
City:	Green Bay		
State/Country:	WISCONSIN		
Postal Code:	54303		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5063265	POMP'S TIRE SERVICE	
Registration Number:	5063271	POMP'S TIRE SERVICE	
CORRESPONDENCE DATA			
Fax Number:	4142735198		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4142733500		
Email:	bgilpin@gklaw.com		
Correspondent Name:	Brian G. Gilpin		
Address Line 1:	833 East Michigan Street, Suite 1800		
Address Line 2:	Godfrey & Kahn, S.C.		
Address Line 4:	Milwaukee, WISCONSIN 53202-5615		
ATTORNEY DOCKET NUMBER:	001549-0036		
NAME OF SUBMITTER:	Brian G. Gilpin		
SIGNATURE:	/brian g. gilpin/		
DATE SIGNED:	03/17/2020		
Total Attachments: 38 source=AdministrativeAgent#page1.tif			

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**AMENDED AND RESTATED
GENERAL SECURITY AGREEMENT**

This Amended and Restated General Security Agreement (the “*Agreement*”) is dated as of March 12, 2020, between POMP’S TIRE SERVICE, INC., a Wisconsin corporation (“*Pomp’s*”) and its affiliate, WOCHINSKE RATTEREE REALTY LLC, a Wisconsin limited liability company (“*Wochinske*” and together with *Pomp’s*, referred to herein as the “*Debtor*”), with its mailing address as set forth in Section 12(b) hereof, and BMO HARRIS BANK N.A., a national banking association (“*BMO*”), in its capacity as administrative agent for the Secured Parties (as defined in the Credit Agreement referred to below) (the “*Administrative Agent*”), with its mailing address as set forth in Section 12(b) hereof.

RECITALS

WHEREAS, *Pomp’s* and *BMO* entered into a General Security Agreement dated as of November 30, 2016 (the “*Existing Security Agreement*”) which secures *Pomp’s* obligations to *BMO* pursuant to the Amended and Restated Loan Agreement dated June 10, 2019 between *Pomp’s* and *BMO* (the “*Existing Credit Agreement*”);

WHEREAS, in connection with (i) the extension and restructuring of *Pomp’s* credit facilities originally provided under the *Existing Credit Agreement*, (ii) the addition of a term loan facility for *Wochinske*, which term loan is guaranteed by *Pomp’s*, and (iii) the addition of additional lenders to provide financial accommodations to the *Debtor*, the *Debtors*, the lenders party thereto (the “*Lenders*”), and *Administrative Agent* have entered into that certain Second Amended and Restated Loan Agreement (as amended, restated, supplemented, modified or otherwise changed from time to time, including any replacement agreement therefor, the “*Credit Agreement*”); capitalized terms used herein and not otherwise defined herein have the meanings provided in the *Credit Agreement*;

WHEREAS, it is a condition precedent to the *Lenders* making the loans under the *Credit Agreement* that the *Debtor* shall have granted to *Administrative Agent*, for the benefit of *Secured Parties*, a security interest in the *Debtor’s* personal property described herein.

NOW, THEREFORE, in consideration of the benefits accruing to the *Debtor*, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Grant of Security Interest. The *Debtor* hereby grants to the *Administrative Agent* (and its agents and designees), for the benefit of the *Secured Parties*, a lien on and security interest in, and acknowledges and agrees that the *Administrative Agent* has and shall continue to have a continuing lien on and security interest in, all right, title, and interest of the *Debtor*, whether now owned or existing or hereafter created, acquired, or arising, in and to all of the following:

- (a) Accounts;
- (b) Chattel Paper;

- (c) Instruments (including Promissory Notes);
- (d) Documents;
- (e) General Intangibles (including Payment Intangibles and Software, patents, trademarks, tradestyles, copyrights, and all other intellectual property rights, including all applications, registration, and licenses therefor, and all goodwill of the business connected therewith or represented thereby);
- (f) Letter-of-Credit Rights;
- (g) Supporting Obligations;
- (h) Deposit Accounts;
- (i) Investment Property (including certificated and uncertificated Securities, Securities Accounts, Security Entitlements, Commodity Accounts, and Commodity Contracts);
- (j) Inventory;
- (k) Equipment (including all software, whether or not the same constitutes embedded software, used in the operation thereof);
- (l) Fixtures;
- (m) Commercial Tort Claims (as described on **Schedule E** hereto or on one or more supplements to this Agreement);
- (n) Rights to merchandise and other Goods (including rights to returned or repossessed Goods and rights of stoppage in transit) which is represented by, arises from, or relates to any of the foregoing;
- (o) Monies, personal property, and interests in personal property of the Debtor of any kind or description now held by the Administrative Agent or at any time hereafter transferred or delivered to, or coming into the possession, custody, or control of, the Administrative Agent, or any agent or affiliate of the Administrative Agent, whether expressly as collateral security or for any other purpose (whether for safekeeping, custody, collection or otherwise), and all dividends and distributions on or other rights in connection with any such property;
- (p) Supporting evidence and documents relating to any of the above-described property, including, without limitation, computer programs, disks, tapes and related electronic data processing media, and all rights of the Debtor to retrieve the same from third parties, written applications, credit information, account cards, payment records, correspondence, delivery and installation certificates, invoice copies, delivery receipts,

notes, and other evidences of indebtedness, insurance certificates and the like, together with all books of account, ledgers, and cabinets in which the same are reflected or maintained;

(q) Accessions and additions to, and substitutions and replacements of, any and all of the foregoing; and

(r) Proceeds and products of the foregoing, and all insurance of the foregoing and proceeds thereof;

all of the foregoing being herein sometimes referred to as the "*Collateral*". All terms which are used in this Agreement which are defined in the Uniform Commercial Code of the State of Wisconsin as in effect from time to time ("*UCC*") shall have the same meanings herein as such terms are defined in the UCC, unless this Agreement shall otherwise specifically provide. For purposes of this Agreement, the term "*Receivables*" means all rights to the payment of a monetary obligation, whether or not earned by performance, and whether evidenced by an Account, Chattel Paper, Instrument, General Intangible, or otherwise.

Section 2. Obligations Hereby Secured. The lien and security interest herein granted and provided for is made and given to secure, and shall secure, the payment and performance of (a) any and all indebtedness, obligations, and liabilities of whatsoever kind and nature of Debtor to the Secured Parties arising under the Credit Agreement (whether arising before or after the filing of a petition in bankruptcy and including, without limitation, interest which but for the filing of a petition in bankruptcy would accrue on such obligations), whether direct or indirect, absolute or contingent, due or to become due, and whether now existing or hereafter arising and howsoever held, evidenced, or acquired, and whether several, joint or joint and several, and (b) all obligations and liabilities of Pomp's under its guaranty of the term loan provided to Wochinske under the Credit Agreement, and (c) any and all expenses and charges, legal or otherwise, suffered or incurred by the Administrative Agent and any other Secured Parties in collecting or enforcing any of such indebtedness, obligations or liabilities or in realizing on or protecting or preserving any security therefor, including, without limitation, the lien and security interest granted hereby, and including, without limitation, all "*Obligations*" as that term is defined in the Credit Agreement (all of the foregoing being hereinafter referred to collectively as the "*Secured Obligations*"). The security interests granted herein shall not constitute a novation of the security interests granted by Pomp's as evidenced by the Existing Security Agreement, rather, this Agreement is a continuation of such security interests all of which security interests are hereby reaffirmed.

Notwithstanding the foregoing, the term "*Secured Obligations*" of any Person comprising the "*Debtor*" as defined herein shall not include, and the lien and security interest herein granted and provided for by Debtor does not secure, obligations constituting Excluded Swap Obligations with respect to such Person.

Section 3. Covenants, Agreements, Representations and Warranties. The Debtor hereby covenants and agrees with, and represents and warrants to, the Administrative Agent that:

(a) Pomp's is a corporation and Wochinske is a limited liability company, each duly organized and validly existing in good standing under the laws of the jurisdiction of its organization. Neither Pomp's or Wochinske shall change its jurisdiction of organization without the Administrative Agent's prior written consent. The Debtor is the sole and lawful owner of the Collateral, and has full right, power and authority to enter into this Security Agreement and to perform each and all of the matters and things herein provided for. The execution and delivery of this Security Agreement, and the observance and performance of each of the matters and things herein set forth, will not (i) contravene or constitute a default under any provision of law or any judgment, injunction, order or decree binding upon the Debtor or any provision of the Debtor's organizational documents (e.g., charter, articles or certificate of incorporation and by-laws, articles or certificate of formation and limited liability company operating agreement, partnership agreement, or similar organizational documents) or any covenant, indenture or agreement of or affecting the Debtor or any of its property or (ii) result in the creation or imposition of any lien or encumbrance on any property of the Debtor except for the lien and security interest granted to the Administrative Agent hereunder. Pomp's organizational registration number is 1P04104, and Wochinske's organizational registration number is W057225.

(b) The Debtor's chief executive office and principal place of business is at, and the Debtor keeps and shall keep all of its books and records relating to Receivables only at, 1123 Cedar Street, Green Bay, Wisconsin 54301; and the Debtor has no other places of business other than those listed on **Schedule A**. The Collateral is and shall remain in the Debtor's possession or control at the locations listed on **Schedule A** attached hereto (collectively, the "*Permitted Collateral Locations*"), except for Collateral which in the ordinary course of the Debtor's business is in transit between Permitted Collateral Locations. If for any reason any Collateral is at any time kept or located at a location other than a Permitted Collateral Location, the Administrative Agent shall nevertheless have and retain a lien on and security interest therein. The Debtor owns or leases and shall at all times own or lease all Permitted Collateral Locations, except to the extent otherwise disclosed on **Schedule A**. The Debtor shall not move its chief executive office or maintain a place of business at a location other than those specified on **Schedule A** or permit the Collateral to be located at a location other than those specified on **Schedule A**, in each case without first providing the Administrative Agent thirty (30) days' prior written notice of the Debtor's intent to do so; provided that the Debtor shall at all times maintain its chief executive office and, unless otherwise specifically agreed to in writing by the Administrative Agent, Permitted Collateral Locations in the United States of America and, with respect to any new chief executive office or place of business or location of Collateral, the Debtor shall have taken all action reasonably requested by the Administrative Agent to maintain the lien and security interest of the Administrative Agent in the Collateral at all times fully perfected and in full force and effect.

(c) The legal name and jurisdiction of organization of each of Pomp's and Wochinske is correctly set forth in the first paragraph of this Agreement. The Debtor has not transacted business at any time during the immediately preceding five-year period, and does not currently transact business, under any other legal names or trade names other than the prior legal names and trade names (if any) set forth on **Schedule B** attached hereto. The Debtor shall not change its legal name or transact business under any other trade name without first giving thirty (30) days' prior written notice of its intent to do so to the Administrative Agent.

(d) The Collateral and every part thereof is and shall be free and clear of all security interests, liens (including, without limitation, mechanics', laborers' and statutory liens), attachments, levies, and encumbrances of every kind, nature and description, whether voluntary or involuntary, except for the lien and security interest of the Administrative Agent therein and as otherwise permitted in accordance with Section 8.02 of the Credit Agreement. The Debtor shall warrant and defend the Collateral against any claims and demands of all persons at any time claiming the same or any interest in the Collateral adverse to the Administrative Agent.

(e) The Debtor shall promptly pay when due all taxes, assessments and governmental charges and levies upon or against the Debtor or any of the Collateral, in each case before the same become delinquent and before penalties accrue thereon, unless and to the extent that the same are being contested in good faith by appropriate proceedings which prevent foreclosure or other realization upon any of the Collateral and preclude interference with the operation of the Debtor's business in the ordinary course, and the Debtor shall have established adequate reserves therefor.

(f) The Debtor shall not use, manufacture, sell, or distribute any Collateral in violation of any statute, ordinance, or other governmental requirement. The Debtor shall not waste or destroy the Collateral or any part thereof or be negligent in the care or use of any Collateral. The Debtor shall perform in all material respects its obligations under any contract or other agreement constituting part of the Collateral, it being understood and agreed that the Administrative Agent has no responsibility to perform such obligations.

(g) Except as permitted in accordance with Section 8.05 of the Credit Agreement, and otherwise subject to Sections 4(b), 6(b), 6(c), and 7(c) hereof, the Debtor shall not, without the Administrative Agent's prior written consent, sell, assign, mortgage, lease or otherwise dispose of the Collateral or any interest therein.

(h) The Debtor shall at all times insure the Collateral consisting of tangible personal property against such risks and hazards as other persons similarly situated insure against, and including in any event loss or damage by fire, theft, burglary, pilferage, loss in transit and such other hazards as the Administrative Agent may reasonably specify. All insurance required hereby shall be maintained in amounts and under policies and with insurers as required under Section 7.07(a) of the Credit Agreement and reasonably acceptable to the Administrative Agent, and all such policies shall contain loss payable clauses naming the Administrative Agent as loss payee as its interest may appear (and, if the Administrative Agent requests, naming the Administrative Agent as an additional insured therein) and shall otherwise comply with the provisions of Section 7.07 of the Credit Agreement and be in a form reasonably acceptable to the Administrative Agent. All premiums on such insurance shall be paid by the Debtor. Certificates of insurance evidencing compliance with the foregoing and, at the Administrative Agent's request, the policies of such insurance shall be delivered by the Debtor to the Administrative Agent. All insurance required hereby shall provide that any loss shall be payable to the Administrative Agent notwithstanding any act or negligence of the Debtor, shall provide that no cancellation thereof shall be effective until at least thirty (30) days after receipt by the Debtor and the Administrative Agent of written notice thereof, and shall be reasonably satisfactory to the Administrative Agent in all other respects. In case of any material loss, damage to, or destruction of the Collateral or any part thereof, the Debtor shall promptly give written notice thereof to the Administrative Agent

generally describing the nature and extent of such damage or destruction. In case of any loss, damage to or destruction of the Collateral or any part thereof, the Debtor, whether or not the insurance proceeds, if any, received on account of such damage or destruction shall be sufficient for that purpose, at the Debtor's cost and expense, shall promptly repair or replace the Collateral so lost, damaged, or destroyed, except to the extent such Collateral, prior to its loss, damage, or destruction, had become uneconomical, obsolete or worn out and is not necessary for or of importance to the proper conduct of the Debtor's business in the ordinary course. In the event the Debtor shall receive any proceeds of such insurance, the Debtor shall immediately pay over such proceeds to the Administrative Agent. The Debtor hereby authorizes the Administrative Agent, at the Administrative Agent's option, to adjust, compromise and settle any losses under any insurance afforded at any time during the existence of any Event of Default or any other event or condition which with the lapse of time or the giving of notice, or both, would constitute an Event of Default, and the Debtor does hereby irrevocably constitute the Administrative Agent, and each of its nominees, officers, agents, attorneys, and any other person whom the Administrative Agent may designate, as the Debtor's attorneys-in-fact, with full power and authority to effect such adjustment, compromise and/or settlement and to endorse any drafts drawn by an insurer of the Collateral or any part thereof and to do everything necessary to carry out such purposes and to receive and receipt for any unearned premiums due under policies of such insurance. Unless the Administrative Agent elects to adjust, compromise or settle losses as aforesaid, any adjustment, compromise and/or settlement of any losses under any insurance shall be made by the Debtor subject to final approval of the Administrative Agent (regardless of whether or not an Event of Default shall have occurred) in the case of losses exceeding One Thousand Dollars (\$1,000). Net insurance proceeds received by the Administrative Agent under the provisions hereof or under any policy of insurance covering the Collateral or any part thereof shall be applied to the reduction of the Secured Obligations (whether or not then due); provided, however, that the Administrative Agent may in its sole discretion release any or all such insurance proceeds to the Debtor. All insurance proceeds shall be subject to the lien and security interest of the Administrative Agent hereunder.

UNLESS THE DEBTOR PROVIDES THE ADMINISTRATIVE AGENT WITH EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY THE CREDIT AGREEMENT AND THIS SECURITY AGREEMENT, THE ADMINISTRATIVE AGENT MAY PURCHASE INSURANCE AT THE DEBTOR'S EXPENSE TO PROTECT THE ADMINISTRATIVE AGENT'S INTERESTS IN THE COLLATERAL. THIS INSURANCE MAY, BUT NEED NOT, PROTECT THE DEBTOR'S INTERESTS IN THE COLLATERAL. THE COVERAGE PURCHASED BY THE ADMINISTRATIVE AGENT MAY NOT PAY ANY CLAIMS THAT THE DEBTOR MAKES OR ANY CLAIM THAT IS MADE AGAINST THE DEBTOR IN CONNECTION WITH THE COLLATERAL. THE DEBTOR MAY LATER CANCEL ANY SUCH INSURANCE PURCHASED BY THE ADMINISTRATIVE AGENT, BUT ONLY AFTER PROVIDING THE ADMINISTRATIVE AGENT WITH EVIDENCE THAT THE DEBTOR HAS OBTAINED INSURANCE AS REQUIRED BY THE CREDIT AGREEMENT AND THIS SECURITY AGREEMENT. IF THE ADMINISTRATIVE AGENT PURCHASES INSURANCE FOR THE COLLATERAL, THE DEBTOR WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, INCLUDING INTEREST AND ANY OTHER CHARGES THAT THE ADMINISTRATIVE AGENT MAY IMPOSE IN CONNECTION WITH THE PLACEMENT OF THE INSURANCE, UNTIL THE EFFECTIVE DATE OF THE CANCELLATION OR EXPIRATION OF THE INSURANCE. THE COSTS OF THE INSURANCE MAY BE ADDED TO THE SECURED OBLIGATIONS. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE THE DEBTOR MAY BE ABLE TO OBTAIN ON ITS OWN.

(i) The Debtor shall at all times allow the Administrative Agent and its representatives free access to and right of inspection of the Collateral; provided that, unless the Administrative Agent believes in good faith an Event of Default, or any other event or condition which with the lapse of time or the giving of notice, or both, would constitute an Event of Default, exists, any such access or inspection shall only be required during the Debtor's normal business hours.

(j) If any Collateral is in the possession or control of any of the Debtor's agents or processors and the Administrative Agent so requests, the Debtor agrees to notify such agents or processors in writing of the Administrative Agent's security interest therein and instruct them to hold all such Collateral for the Administrative Agent's account and subject to the Administrative Agent's instructions. The Debtor shall, upon the request of the Administrative Agent, authorize and instruct all bailees and other parties, if any, at any time processing, labeling, packaging, holding, storing, shipping or transferring all or any part of the Collateral to permit the Administrative Agent and its representatives to examine and inspect any of the Collateral then in such party's possession and to verify from such party's own books and records any information concerning the Collateral or any part thereof which the Administrative Agent or its representatives may seek to verify. As to any premises not owned by the Debtor wherein any of the Collateral is located, the Debtor shall, at the Administrative Agent's request, cause each party having any right, title or interest in, or lien on, any of such premises to enter into an agreement (any such agreement to contain a legal description of such premises) whereby such party disclaims any right, title and interest in, and lien on, the Collateral and allows the removal of such Collateral by the Administrative Agent and is otherwise in form and substance reasonably acceptable to the Administrative Agent.

(k) The Debtor agrees from time to time to deliver to the Administrative Agent such evidence of the existence, identity and location of the Collateral and of its availability as collateral security pursuant hereto (including, without limitation, schedules describing all Receivables created or acquired by the Debtor, copies of customer invoices or the equivalent and original shipping or delivery receipts for all merchandise and other goods sold or leased or services rendered, together with the Debtor's warranty of the genuineness thereof, and reports stating the book value of Inventory and Equipment by major category and location), in each case as the Administrative Agent may reasonably request. The Administrative Agent shall have the right to verify all or any part of the Collateral in any manner, and through any medium, which the Administrative Agent considers appropriate (including, without limitation, the verification of Collateral by use of a fictitious name), and the Debtor agrees to furnish all assistance and information, and perform any acts, which the Administrative Agent may reasonably require in connection therewith. The Debtor shall promptly notify the Administrative Agent of any Collateral which the Debtor has determined to have been rendered obsolete, stating the prior book value of such Collateral, its type and location.

(l) The Debtor shall comply in all material respects with the terms and conditions of all leases, easements, right-of-way agreements and other similar agreements binding upon the Debtor or affecting the Collateral or any part thereof, and all orders, ordinances, laws and statutes of any city, state or other governmental entity, department, or agency having jurisdiction with respect to the premises wherein such Collateral is located or the conduct of business thereon.

(m) **Schedule C** attached hereto contains a true, complete, and current listing of all patents, trademarks, tradestyles, copyrights, and other intellectual property rights (including all registrations and applications therefor) owned by the Debtor as of the date hereof that are registered with any governmental authority. The Debtor shall promptly notify the Administrative Agent in writing of any additional intellectual property rights acquired or arising after the date hereof, and shall submit to the Administrative Agent a supplement to **Schedule C** to reflect such additional rights (provided the Debtor's failure to do so shall not impair the Administrative Agent's security interest therein). The Debtor owns or possesses rights to use all franchises, licenses, patents, trademarks, trade names, tradestyles, copyrights, and rights with respect to the foregoing which are required to conduct its business. No event has occurred which permits, or after notice or lapse of time or both would permit, the revocation or termination of any such rights, and the Debtor is not liable to any person for infringement under applicable law with respect to any such rights as a result of its business operations.

(n) **Schedule E** attached hereto contains a true, complete and current listing of all Commercial Tort Claims held by the Debtor as of the date hereof, each described by reference to the specific incident given rise to the claim. The Debtor agrees to execute and deliver to the Administrative Agent a supplement to this Agreement in the form attached hereto as **Schedule F**, or in such other form acceptable to the Administrative Agent, promptly upon becoming aware of any other Commercial Tort Claim held or maintained by the Debtor arising after the date hereof (provided the Debtor's failure to do so shall not impair the Administrative Agent's security interest therein).

(o) The Debtor agrees to execute and deliver to the Administrative Agent such further agreements, assignments, instruments, and documents and to do all such other things as the Administrative Agent may reasonably deem necessary or appropriate to assure the Administrative Agent its lien and security interest hereunder, including, without limitation, (i) such financing statements, and amendments thereof or supplements thereto, and such other instruments and documents as the Administrative Agent may from time to time reasonably require in order to comply with the UCC and any other applicable law, (ii) such agreements with respect to patents, trademarks, copyrights, and similar intellectual property rights as the Administrative Agent may from time to time reasonably require to comply with the filing requirements of the United States Patent and Trademark Office and the United States Copyright Office, and (iii) such control agreements with respect to Deposit Accounts, Investment Property, Letter-of-Credit Rights, and electronic Chattel Paper, and to cause the relevant depository institutions, financial intermediaries, and issuers to execute and deliver such control agreements, as the Administrative Agent may from time to time reasonably require. The Debtor hereby agrees that a carbon, photographic or other reproduction of this Security Agreement or any such financing statement is sufficient for filing as a financing statement by the Administrative Agent without notice thereof to the Debtor wherever the Administrative Agent in its sole discretion desires to file the same. The Debtor hereby authorizes the Administrative Agent to file any and all financing statements covering the Collateral or any part thereof as the Administrative Agent may require, including financing statements describing the Collateral as "all assets" or "all personal property" or words of like meaning. The Administrative Agent may order lien searches from time to time against the Debtor and the Collateral, and the Debtor shall promptly reimburse the Administrative Agent for all reasonable costs and expenses incurred in connection with such lien searches. In the event for any reason the

law of any jurisdiction other than Illinois becomes or is applicable to the Collateral or any part thereof, or to any of the Secured Obligations, the Debtor agrees to execute and deliver all such instruments and documents and to do all such other things as the Administrative Agent in its sole discretion deems necessary or appropriate to preserve, protect, and enforce the lien and security interest of the Administrative Agent under the law of such other jurisdiction. The Debtor agrees to mark its books and records to reflect the lien and security interest of the Administrative Agent in the Collateral.

(p) On failure of the Debtor to perform any of the covenants and agreements herein contained, the Administrative Agent may, at its option, perform the same and in so doing may expend such sums as the Administrative Agent may reasonably deem advisable in the performance thereof, including, without limitation, the payment of any insurance premiums, the payment of any taxes, liens and encumbrances, expenditures made in defending against any adverse claims, and all other expenditures which the Administrative Agent may be compelled to make by operation of law or which the Administrative Agent may make by agreement or otherwise for the protection of the security hereof. All such sums and amounts so expended shall be repayable by the Debtor immediately without notice or demand, shall constitute additional Secured Obligations secured hereunder and shall bear interest from the date said amounts are expended at the rate per annum (computed on the basis of a 360-day year for the actual number of days elapsed) equal to the Default Rate for Loans as provided in the Credit Agreement. No such performance of any covenant or agreement by the Administrative Agent on behalf of the Debtor, and no such advancement or expenditure therefor, shall relieve the Debtor of any default under the terms of this Security Agreement or in any way obligate the Administrative Agent to take any further or future action with respect thereto. The Administrative Agent, in making any payment hereby authorized, may do so according to any bill, statement or estimate procured from the appropriate public office or holder of the claim to be discharged without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax assessment, sale, forfeiture, tax lien or title or claim. The Administrative Agent, in performing any act hereunder, shall be the sole judge of whether the Debtor is required to perform same under the terms of this Security Agreement. The Administrative Agent is hereby authorized to charge any account of the Debtor maintained with the Administrative Agent for the amount of such sums and amounts so expended.

Section 4. Special Provisions Re: Receivables.

(a) As of the time any Receivable becomes subject to the security interest provided for hereby, and at all times thereafter, the Debtor shall be deemed to have warranted as to each and all of such Receivables that all warranties of the Debtor set forth in this Security Agreement are true and correct with respect to each such Receivable; that each Receivable and all papers and documents relating thereto are genuine and in all respects what they purport to be; that each Receivable is valid and subsisting; that no such Receivable is evidenced by any Instrument or Chattel Paper unless such Instrument or Chattel Paper has theretofore been endorsed by the Debtor and delivered to the Administrative Agent (except to the extent the Administrative Agent specifically requests the Debtor not to do so with respect to any such Instrument or Chattel Paper); that no surety bond was required or given in connection with such Receivable or the contracts or purchase orders out of which the same arose; that the amount of the Receivable represented as owing is the correct amount actually and unconditionally owing, except for normal cash discounts

on normal trade terms in the ordinary course of business; and that the amount of such Receivable represented as owing is not disputed and is not subject to any set-offs, credits, deductions or countercharges other than those arising in the ordinary course of the Debtor's business which are disclosed to the Administrative Agent in writing promptly upon the Debtor becoming aware thereof. Without limiting the foregoing, if any Receivable arises out of a contract with the United States of America, or any state or political subdivision thereof, or any department, agency or instrumentality of any of the foregoing, the Debtor agrees to notify the Administrative Agent and, at the Administrative Agent's request, execute whatever instruments and documents are required by the Administrative Agent in order that such Receivable shall be assigned to the Administrative Agent and that proper notice of such assignment shall be given under the federal Assignment of Claims Act (or any successor statute) or any similar state or local statute, as the case may be.

(b) Unless and until an Event of Default occurs, any merchandise or other goods which are returned by a customer or account debtor or otherwise recovered may be resold by the Debtor in the ordinary course of its business as presently conducted in accordance with Section 6(b) hereof; and, during the existence of any Event of Default, such merchandise and other goods shall be set aside at the request of the Administrative Agent and held by the Debtor as trustee for the Administrative Agent and shall remain part of the Administrative Agent's Collateral. Unless and until an Event of Default occurs, the Debtor may settle and adjust disputes and claims with its customers and account debtors, handle returns and recoveries and grant discounts, credits and allowances in the ordinary course of its business as presently conducted for amounts and on terms which the Debtor in good faith considers advisable; and, during the existence of any Event of Default, at the Administrative Agent's request, the Debtor shall notify the Administrative Agent promptly of all returns and recoveries and, on the Administrative Agent's request, deliver any such merchandise or other goods to the Administrative Agent. During the existence of any Event of Default, at the Administrative Agent's request, the Debtor shall also notify the Administrative Agent promptly of all disputes and claims and settle or adjust them at no expense to the Administrative Agent, but no discount, credit or allowance other than on normal trade terms in the ordinary course of business as presently conducted shall be granted to any customer or account debtor and no returns of merchandise or other goods shall be accepted by the Debtor without the Administrative Agent's consent. The Administrative Agent may, at all times during the existence of any Event of Default, settle or adjust disputes and claims directly with customers or account debtors for amounts and upon terms which the Administrative Agent considers advisable.

(c) Unless delivered to the Administrative Agent or its agent, all tangible Chattel Paper and Instruments shall contain a legend acceptable to the Administrative Agent indicating that such Chattel Paper or Instrument is subject to the security interest of the Administrative Agent contemplated by this Security Agreement.

Section 5. Collection of Receivables.

(a) Except as otherwise provided in this Security Agreement, the Debtor shall make collection of all Receivables and may use the same to carry on its business in accordance with sound business practice and otherwise subject to the terms hereof.

(b) Whether or not any Event of Default has occurred and whether or not the Administrative Agent has exercised any or all of its rights under other provisions of this Section 5, in the event the Administrative Agent requests the Debtor to do so:

(i) all Instruments and Chattel Paper at any time constituting part of the Receivables or any other Collateral (including any postdated checks) shall, upon receipt by the Debtor, be immediately endorsed to and deposited with the Administrative Agent; and/or

(ii) the Debtor shall instruct all customers and account debtors to remit all payments in respect of Receivables or any other Collateral to a lockbox or lockboxes under the sole custody and control of the Administrative Agent and which are maintained at post office(s) in Chicago, Illinois selected by the Administrative Agent, or to a Concentration Account.

(c) Upon the occurrence of any Event of Default or of any event or condition which with the lapse of time or the giving of notice, or both, would constitute an Event of Default, whether or not the Administrative Agent has exercised any or all of its rights under other provisions of this Section 5, the Administrative Agent or its designee may notify the Debtor's customers and account debtors at any time that Receivables or any other Collateral have been assigned to the Administrative Agent or of the Administrative Agent's security interest therein, and either in its own name, or the Debtor's name, or both, demand, collect (including, without limitation, through a lockbox analogous to that described in Section 5(b)(ii) hereof), receive, receipt for, sue for, compound and give acquittance for any or all amounts due or to become due on Receivables or any other Collateral, and in the Administrative Agent's discretion file any claim or take any other action or proceeding which the Administrative Agent may deem reasonably necessary or appropriate to protect or realize upon the security interest of the Administrative Agent in the Receivables or any other Collateral.

(d) Any proceeds of Receivables or other Collateral transmitted to or otherwise received by the Administrative Agent pursuant to any of the provisions of Sections 5(b) or 5(c) hereof may be handled and administered by the Administrative Agent in and through a Concentration Account at the Administrative Agent, and the Debtor acknowledges that the maintenance of such Concentration Account by the Administrative Agent is solely for the Administrative Agent's convenience and that the Debtor does not have any right, title or interest in such Concentration Account or any amounts at any time standing to the credit thereof. The Administrative Agent may, after the occurrence and during the continuation of any Event of Default or of any event or condition which with the lapse of time or the giving of notice, or both, would constitute an Event of Default, apply all or any part of any proceeds of Receivables or other Collateral received by it from any source to the payment of the Secured Obligations (whether or not then due and payable), such applications to be made in accordance with the terms of the Credit Agreement. The Administrative Agent need not apply or give credit for any item included in proceeds of Receivables or other Collateral until the Administrative Agent has received final payment therefor at its office in cash or final solvent credits current in Chicago, Illinois, acceptable to the Administrative Agent as such. However, if the Administrative Agent does give credit for any item prior to receiving final payment therefor and the Administrative Agent fails to receive such final

payment or an item is charged back to the Administrative Agent for any reason, the Administrative Agent may at its election in either instance charge the amount of such item back against the Concentration Account or any account of the Debtor maintained with the Administrative Agent, together with interest thereon at the Default Rate. Concurrently with each transmission of any proceeds of Receivables or other Collateral to the Concentration Account, the Debtor shall furnish the Administrative Agent with a report in such form as the Administrative Agent shall reasonably require identifying the particular Receivable or other Collateral from which the same arises or relates. Unless and until an Event of Default or an event or condition which with the lapse of time or the giving of notice, or both, would constitute an Event of Default shall have occurred and be continuing, the Administrative Agent will release proceeds of Collateral which the Administrative Agent has not applied to the Secured Obligations as provided in the Credit Agreement from the Concentration Account from time to time, but not less often than daily. The Debtor hereby indemnifies the Administrative Agent from and against all liabilities, damages, losses, actions, claims, judgments, costs, expenses, charges and reasonable attorneys' fees suffered or incurred by the Administrative Agent because of the maintenance of the foregoing arrangements; provided, however, that the Debtor shall not be required to indemnify the Administrative Agent for any of the foregoing to the extent they arise solely from the gross negligence or willful misconduct of the Administrative Agent. The Administrative Agent shall have no liability or responsibility to the Debtor for accepting any check, draft or other order for payment of money bearing the legend "payment in full" or words of similar import or any other restrictive legend or endorsement whatsoever or be responsible for determining the correctness of any remittance.

Section 6. Special Provisions Re: Inventory and Equipment.

(a) The Debtor shall at its own cost and expense maintain, keep and preserve the Inventory in good and merchantable condition and keep and preserve the Equipment in good repair, working order and condition, ordinary wear and tear excepted, and, without limiting the foregoing, make all necessary and proper repairs, replacements and additions to the Equipment so that the efficiency thereof shall be fully preserved and maintained.

(b) The Debtor may, until an Event of Default has occurred and is continuing and thereafter until otherwise notified by the Administrative Agent, use, consume and sell the Inventory in the ordinary course of its business, but a sale in the ordinary course of business shall not under any circumstance include any transfer or sale in satisfaction, partial or complete, of a debt owing by the Debtor.

(c) The Debtor may, until an Event of Default has occurred and is continuing and thereafter until otherwise notified by the Administrative Agent, sell (i) obsolete, worn out or unusable Equipment which is concurrently replaced with similar Equipment at least equal in quality and condition to that sold and owned by the Debtor free of any lien, charge or encumbrance other than the security interest granted hereby.

(d) As of the time any Inventory or Equipment becomes subject to the security interest provided for hereby and at all times thereafter, the Debtor shall be deemed to have warranted as to any and all of such Inventory and Equipment that all warranties of the Debtor set forth in this Security Agreement are true and correct with respect to such Inventory and Equipment; that all of

such Inventory and Equipment is located at a location set forth pursuant to Section 3(b) hereof; and that, in the case of Inventory, such Inventory is new and unused and in good and merchantable condition. The Debtor warrants and agrees that no Inventory is or will be consigned to any other person without the Administrative Agent's prior written consent.

(e) Upon the Administrative Agent's request, the Debtor shall at its own cost and expense cause the lien of the Administrative Agent in and to any portion of the Collateral subject to a certificate of title law to be duly noted on such certificate of title or to be otherwise filed in such manner as is prescribed by law in order to perfect such lien and shall cause all such certificates of title and evidences of lien to be deposited with the Administrative Agent.

(f) Upon the Administrative Agent's request, the Debtor shall provide to the Administrative Agent the legal descriptions and record owner name and address for those locations of Debtor on which Equipment may from time to time be located and attached to such real estate in such a manner that such Equipment may become a fixture.

(g) If any of the Inventory is at any time evidenced by a document of title, such document shall be promptly delivered by the Debtor to the Administrative Agent except to the extent the Administrative Agent specifically requests the Debtor not to do so with respect to any such document.

Section 7. Special Provisions Re: Investment Property and Deposits.

(a) Unless and until an Event of Default has occurred and is continuing and thereafter until notified to the contrary by the Administrative Agent pursuant to Section 9(d) hereof:

(i) the Debtor shall be entitled to exercise all voting and/or consensual powers pertaining to the Investment Property or any part thereof, for all purposes not inconsistent with the terms of this Security Agreement or any other document evidencing or otherwise relating to any Secured Obligations; and

(ii) the Debtor shall be entitled to receive and retain all cash dividends paid upon or in respect of the Investment Property.

(b) All Investment Property (including all securities, certificated or uncertificated, securities accounts, and commodity accounts) of the Debtor on the date hereof is listed and identified on **Schedule D** attached hereto and made a part hereof. The Debtor shall promptly notify the Administrative Agent of any other Investment Property acquired or maintained by the Debtor after the date hereof, and shall submit to the Administrative Agent a supplement to **Schedule D** to reflect such additional rights (provided the Debtor's failure to do so shall not impair the Administrative Agent's security interest therein). Certificates for all certificated securities now or at any time constituting Investment Property shall be promptly delivered by the Debtor to the Administrative Agent duly endorsed in blank for transfer or accompanied by an appropriate assignment or assignments or an appropriate undated stock power or powers, in every case sufficient to transfer title thereto including, without limitation, all stock received in respect of a stock dividend or resulting from a split-up, revision or reclassification of the Investment Property

or any part thereof or received in addition to, in substitution of or in exchange for the Investment Property or any part thereof as a result of a merger, consolidation or otherwise. With respect to any uncertificated securities or any Investment Property held by a securities intermediary, commodity intermediary, or other financial intermediary of any kind, at the Administrative Agent's request, the Debtor shall execute and deliver, and shall cause any such issuer or intermediary to execute and deliver, an agreement among the Debtor, the Administrative Agent, and such issuer or intermediary in form and substance reasonably satisfactory to the Administrative Agent which provides, among other things, for the issuer's or intermediary's agreement that it shall comply with entitlement orders, and apply any value distributed on account of any such Investment Property, as directed by the Administrative Agent without further consent by the Debtor. The Administrative Agent may at any time, after the occurrence of an Event of Default or an event or condition which with the lapse of time or the giving of notice, or both, would constitute an Event of Default, cause to be transferred into its name or the name of its nominee or nominees all or any part of the Investment Property hereunder.

(c) Unless and until an Event of Default, or an event or condition which with the lapse of time or the giving of notice, or both, would constitute an Event of Default, has occurred and is continuing, the Debtor may sell or otherwise dispose of any Investment Property, provided that the Debtor shall not sell or otherwise dispose of any capital stock of or other equity interests in any direct or indirect subsidiary without the prior written consent of the Administrative Agent. After the occurrence and during the continuation of any Event of Default or of any event or condition which with the lapse of time or the giving of notice, or both, would constitute an Event of Default, the Debtor shall not sell all or any part of the Investment Property without the prior written consent of the Administrative Agent.

(d) The Debtor represents that on the date of this Security Agreement, none of the Investment Property consists of margin stock (as such term is defined in Regulation U of the Board of Governors of the Federal Reserve System) except to the extent the Debtor has delivered to the Administrative Agent a duly executed and completed Form U-1 with respect to such stock. If at any time the Investment Property or any part thereof consists of margin stock, the Debtor shall promptly so notify the Administrative Agent and deliver to the Administrative Agent a duly executed and completed Form U-1 and such other instruments and documents reasonably requested by the Administrative Agent in form and substance reasonably satisfactory to the Administrative Agent.

(e) Notwithstanding anything to the contrary contained herein, in the event any Investment Property is subject to the terms of a separate security agreement in favor of the Administrative Agent, the terms of such separate security agreement shall govern and control unless otherwise agreed to in writing by the Administrative Agent.

(f) All Deposit Accounts of the Debtor on the date hereof are listed and identified (by account number and depository institution) on **Schedule D** attached hereto and made a part hereof. The Debtor shall promptly notify the Administrative Agent of any other Deposit Account opened or maintained by the Debtor after the date hereof, and shall submit to the Administrative Agent a supplement to **Schedule D** to reflect such additional accounts (provided the Debtor's failure to do so shall not impair the Administrative Agent's security interest therein). With respect to any

Deposit Account now or hereafter maintained by a depository institution other than the Administrative Agent, upon request of the Administrative Agent, the Debtor, the depository institution, and the Administrative Agent shall execute and deliver an account control agreement in form and substance reasonably satisfactory to the Administrative Agent which provides, among other things, for the depository institution's agreement that it will comply with instructions originated by the Administrative Agent directing the disposition of the funds in the Deposit Account without further consent by the Debtor.

Section 8. Power of Attorney. In addition to any other powers of attorney contained herein, the Debtor hereby appoints the Administrative Agent, its nominee, and any other person whom the Administrative Agent may designate, as the Debtor's attorney-in-fact, with full power and authority upon the occurrence and during the continuation of any Event of Default to sign the Debtor's name on verifications of Receivables and other Collateral; to send requests for verification of Collateral to the Debtor's customers, account debtors and other obligors; to endorse the Debtor's name on any checks, notes, acceptances, money orders, drafts and any other forms of payment or security that may come into the Administrative Agent's possession or on any assignments, stock powers, or other instruments of transfer relating to the Collateral or any part thereof; to sign the Debtor's name on any invoice or bill of lading relating to any Collateral, on claims to enforce collection of any Collateral, on notices to and drafts against customers and account debtors and other obligors, on schedules and assignments of Collateral, on notices of assignment and on public records; to notify the post office authorities to change the address for delivery of the Debtor's mail to an address designated by the Administrative Agent; to receive, open and dispose of all mail addressed to the Debtor; and to do all things necessary to carry out this Agreement. The Debtor hereby ratifies and approves all acts of any such attorney and agrees that neither the Administrative Agent nor any such attorney will be liable for any acts or omissions nor for any error of judgment or mistake of fact or law other than such person's gross negligence or willful misconduct. The Administrative Agent may file one or more financing statements disclosing its security interest in any or all of the Collateral without the Debtor's signature appearing thereon. The Debtor also hereby grants the Administrative Agent a power of attorney to execute any such financing statements, or amendments and supplements to financing statements, on behalf of the Debtor without notice thereof to the Debtor. The foregoing powers of attorney, being coupled with an interest, are irrevocable until the Secured Obligations have been indefeasibly paid in full in cash after the termination of each Lender's Commitment and each of the Loan Documents.

Section 9. Defaults and Remedies.

(a) The occurrence of an Event of Default pursuant to the Credit Agreement shall constitute an "*Event of Default*" hereunder.

(b) Upon the occurrence and during the continuation of any Event of Default, the Administrative Agent shall have, in addition to all other rights provided herein, in the Credit Agreement or by law, the rights and remedies of a secured party under the UCC (regardless of whether the UCC is the law of the jurisdiction where the rights or remedies are asserted and regardless of whether the UCC applies to the affected Collateral), and further the Administrative Agent may, without demand and without advertisement, notice, hearing or process of law, all of

which the Debtor hereby waives, at any time or times, sell and deliver all or any part of the Collateral (and any other property of the Debtor attached thereto or found therein) held by or for it at public or private sale, for cash, upon credit or otherwise, at such prices and upon such terms as the Administrative Agent deems advisable, in its sole discretion. In addition to all other sums due the Administrative Agent hereunder, the Debtor shall pay the Administrative Agent all costs and expenses incurred by the Administrative Agent, including reasonable attorneys' fees and court costs, in obtaining, liquidating or enforcing payment of Collateral or the Secured Obligations or in the prosecution or defense of any action or proceeding by or against the Administrative Agent or the Debtor concerning any matter arising out of or connected with this Security Agreement or the Collateral or the Secured Obligations, including, without limitation, any of the foregoing arising in, arising under or related to a case under the United States Bankruptcy Code (or any successor statute). Any requirement of reasonable notice shall be met if such notice is personally served on or mailed, postage prepaid, to the Debtor in accordance with Section 12(b) hereof at least ten (10) days before the time of sale or other event giving rise to the requirement of such notice; provided however, no notification need be given to the Debtor if the Debtor has signed, after an Event of Default has occurred, a statement renouncing any right to notification of sale or other intended disposition. The Administrative Agent shall not be obligated to make any sale or other disposition of the Collateral regardless of notice having been given. The Administrative Agent may be the purchaser at any such sale. The Debtor hereby waives all of its rights of redemption from any such sale. The Administrative Agent may postpone or cause the postponement of the sale of all or any portion of the Collateral by announcement at the time and place of such sale, and such sale may, without further notice, be made at the time and place to which the sale was postponed or the Administrative Agent may further postpone such sale by announcement made at such time and place. The Administrative Agent has no obligation to prepare the Collateral for sale. The Administrative Agent may sell or otherwise dispose of the Collateral without giving any warranties as to the Collateral or any part thereof, including disclaimers of any warranties of title or the like, and the Debtor acknowledges and agrees that the absence of such warranties shall not render the disposition commercially unreasonable.

(c) Without in any way limiting the foregoing, upon the occurrence and during the continuation of any Event of Default, the Administrative Agent shall have the right, in addition to all other rights provided herein, in the Credit Agreement or by law, to take physical possession of any and all of the Collateral and anything found therein, the right for that purpose to enter without legal process any premises where the Collateral may be found (provided such entry be done lawfully), and the right to maintain such possession on the Debtor's premises (the Debtor hereby agreeing to lease such premises without cost or expense to the Administrative Agent or its designee if the Administrative Agent so requests) or to remove the Collateral or any part thereof to such other places as the Administrative Agent may desire. Upon the occurrence and during the continuation of any Event of Default, the Administrative Agent shall have the right to exercise any and all rights with respect to all Deposit Accounts of the Debtor, including, without limitation, the right to direct the disposition of the funds in each Deposit Account and to collect, withdraw and receive all amounts due or to become due or payable under each such Deposit Account. Upon the occurrence and during the continuation of any Event of Default, the Debtor shall, upon the Administrative Agent's demand, promptly assemble the Collateral and make it available to the Administrative Agent at a place designated by the Administrative Agent. If the Administrative Agent exercises its right to take possession of the Collateral, the Debtor shall also at its expense

perform any and all other steps requested by the Administrative Agent to preserve and protect the security interest hereby granted in the Collateral, such as placing and maintaining signs indicating the security interest of the Administrative Agent, appointing overseers for the Collateral and maintaining Collateral records.

(d) Without in any way limiting the foregoing, upon the occurrence and during the continuation of any Event of Default, all rights of the Debtor to exercise the voting and/or consensual powers which it is entitled to exercise pursuant to Section 7(a)(i) hereof and/or to receive and retain the distributions which it is entitled to receive and retain pursuant to Section 7(a)(ii) hereof, shall, at the option of the Administrative Agent, cease and thereupon become vested in the Administrative Agent, which, in addition to all other rights provided herein or by law, shall then be entitled solely and exclusively to exercise all voting and other consensual powers pertaining to the Investment Property (including, without limitation, the right to deliver notice of control with respect to any Investment Property held in a securities account or commodity account and deliver all entitlement orders with respect thereto) and/or to receive and retain the distributions which the Debtor would otherwise have been authorized to retain pursuant to Section 7(a)(ii) hereof and shall then be entitled solely and exclusively to exercise any and all rights of conversion, exchange or subscription or any other rights, privileges or options pertaining to any Investment Property as if the Administrative Agent were the absolute owner thereof. Without limiting the foregoing, the Administrative Agent shall have the right to exchange, at its discretion, any and all of the Investment Property upon the merger, consolidation, reorganization, recapitalization or other readjustment of the respective issuer thereof or upon the exercise by or on behalf of any such issuer or the Administrative Agent of any right, privilege or option pertaining to any Investment Property and, in connection therewith, to deposit and deliver any and all of the Investment Property with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Administrative Agent may determine. In the event the Administrative Agent in good faith believes any of the Collateral constitutes restricted securities within the meaning of any applicable securities laws, any disposition thereof in compliance with such laws shall not render the disposition commercially unreasonable.

(e) Without in any way limiting the foregoing, the Debtor hereby grants to the Administrative Agent a royalty-free irrevocable license and right to use all of the Debtor's patents, patent applications, patent licenses, trademarks, trademark registrations, trademark licenses, trade names, trade styles, copyrights, copyright applications, copyright licenses, and similar intangibles in connection with any foreclosure or other realization by the Administrative Agent on all or any part of the Collateral. The license and right granted the Administrative Agent hereby shall be without any royalty or fee or charge whatsoever.

(f) The powers conferred upon the Administrative Agent hereunder are solely to protect the Secured Parties' interests in the Collateral and shall not impose on Administrative Agent any duty to exercise such powers. The Administrative Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession or control if such Collateral is accorded treatment substantially equivalent to that which the Administrative Agent accords its own property, consisting of similar type assets, it being understood, however, that the Administrative Agent shall have no responsibility for ascertaining or taking any action with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to any such

Collateral, whether or not the Administrative Agent has or is deemed to have knowledge of such matters. This Security Agreement constitutes an assignment of rights only and not an assignment of any duties or obligations of the Debtor in any way related to the Collateral, and the Administrative Agent shall have no duty or obligation to discharge any such duty or obligation. The Administrative Agent shall have no responsibility for taking any necessary steps to preserve rights against any parties with respect to any Collateral or initiating any action to protect the Collateral against the possibility of a decline in market value. Neither the Administrative Agent nor any party acting as attorney for the Administrative Agent shall be liable for any acts or omissions or for any error of judgment or mistake of fact or law other than their gross negligence or willful misconduct.

(g) Failure by the Administrative Agent to exercise any right, remedy or option under this Security Agreement or any other agreement between the Debtor and the Administrative Agent or provided by law, or delay by the Administrative Agent in exercising the same, shall not operate as a waiver; and no waiver by the Administrative Agent shall be effective unless it is in writing and then only to the extent specifically stated. The rights and remedies of the Administrative Agent under this Security Agreement shall be cumulative and not exclusive of any other right or remedy which the Administrative Agent may have.

Section 10. Application of Proceeds. The proceeds and avails of the Collateral at any time received by the Administrative Agent after the occurrence and during the continuation of any Event of Default shall, when received by the Administrative Agent in cash or its equivalent, be applied by the Administrative Agent as follows:

(i) first, to the payment and satisfaction of all sums paid and costs and expenses incurred by the Administrative Agent hereunder or otherwise in connection herewith, including such monies paid or incurred in connection with protecting, preserving or realizing upon the Collateral or enforcing any of the terms hereof, including reasonable attorneys' fees and court costs, together with any interest thereon (but without preference or priority of principal over interest or of interest over principal), to the extent the Administrative Agent is not reimbursed therefor by the Debtor; and

(ii) second, to the payment and satisfaction of the remaining Secured Obligations, whether or not then due, in accordance with the provisions of Section 9.03(b) of the Credit Agreement.

The Debtor shall remain liable to the Administrative Agent for any deficiency. Any surplus remaining after the full payment and satisfaction of the foregoing shall be returned to the Debtor or to whomsoever the Administrative Agent reasonably determines is lawfully entitled thereto.

Section 11. Continuing Agreement. This Security Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until all of the Secured Obligations have been indefeasibly paid in full in cash after the termination of each Lender's Commitment and each of the Loan Documents. Upon such termination of this Security Agreement, the Administrative Agent shall, upon the request and at the expense of the Debtor, forthwith release its security interest hereunder.

Section 12. Miscellaneous.

(a) No amendment of any provision of this Agreement (including any Schedule attached hereto) shall be effective unless it is in writing and signed by Debtor and the Administrative Agent, and no waiver of any provision of this Agreement, and no consent to any departure by Debtor therefrom, shall be effective unless it is in writing and signed by the Administrative Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) Except as otherwise specified herein, all notices hereunder shall be in writing (including, without limitation, notice by telecopy) and shall be given to the relevant party at its address or telecopier number set forth below (or, if no such address is set forth below, at the address of the Debtor as shown on the records of the Administrative Agent), or such other address or telecopier number as such party may hereafter specify by notice to the other given by courier, by United States certified or registered mail, by telecopy, electronic mail or by other telecommunication device capable of creating a written record of such notice and its receipt. Notices hereunder shall be addressed:

to the Debtor at:

Pomp's Tire Service, Inc.
1123 Cedar Street
Green Bay, Wisconsin 54301
Attention: Paul J. Wochinske
Telephone: (920) 431-9660
Telecopy: (920) 431-7615
Email: pwochinske@pompstire.com

to the Administrative Agent at:

BMO Harris Bank N.A.
310 West Walnut Street, P.O. Box 2427
Green Bay, Wisconsin 54303
Attention: Thomas J. Erickson
Telephone: (920) 436-1987
Telecopy: (920) 436-1939
Email: tom.erickson@bmo.com

Each such notice, request or other communication shall be effective (i) if given by telecopier, when such telecopy is transmitted to the telecopier number specified in this Section and a confirmation of such telecopy has been received by the sender, (ii) if given by mail, five (5) days after such communication is deposited in the mail, certified or registered with return receipt requested, addressed as aforesaid, (iii) if given by any other means, when delivered at the addresses specified in this Section, or (iv) if delivered by electronic mail, when delivered in accordance with Section 11.02(b) of the Credit Agreement.

(c) No failure on the part of the Secured Parties to exercise, and no delay in exercising, any right hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of the Secured Parties provided herein and in the other Loan Documents are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law. The rights of the Secured Parties under any Loan Document against any party thereto are not conditional or contingent on any attempt by such Person to exercise any of its rights under any other Loan Document against such party or against any other Person, including but not limited to, Debtor.

(d) This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect, subject to paragraph (f) below, until the date on which all of the Secured Obligations have been indefeasibly paid in full in cash after the termination of each Lender's Commitment and each of the Loan Documents and (ii) be binding on Debtor and all other Persons who become bound as debtor to this Agreement in accordance with Section 9-203(d) of the UCC, and shall inure, together with all rights and remedies of the Secured Parties hereunder, to the benefit of the Secured Parties and their respective successors, transferees and assigns. Without limiting the generality of clause (ii) of the immediately preceding sentence, the Secured Parties may assign or otherwise transfer their respective rights and obligations under this Agreement and any other Loan Document to any other Person pursuant to the terms of the Credit Agreement, and such other Person shall thereupon become vested with all of the benefits in respect thereof granted to the Secured Parties herein or otherwise. Upon any such assignment or transfer, all references in this Agreement to any Secured Party shall mean the assignee of any such Secured Party. None of the rights or obligations of Debtor hereunder may be assigned or otherwise transferred without the prior written consent of the Administrative Agent, and any such assignment or transfer shall be null and void.

(e) Upon the date on which all of the Secured Obligations have been indefeasibly paid in full in cash after the termination of each Lender's Commitment and each of the Loan Documents, (i) subject to paragraph (f) below, this Agreement and the security interests and licenses created hereby shall terminate and all rights to the Collateral shall revert to Debtor and (ii) the Administrative Agent will, upon Debtor's request and at Debtor's expense, without any representation, warranty or recourse whatsoever, (A) return to Debtor (or whomsoever shall be lawfully entitled to receive the same or as a court of competent jurisdiction shall direct) such of the Collateral as shall not have been sold or otherwise disposed of or applied pursuant to the terms hereof and (B) execute and deliver to Debtor such documents as Debtor shall reasonably request to evidence such termination.

(f) This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Debtor for liquidation or reorganization, should Debtor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Debtor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment or performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

(g) Upon the execution and delivery, or authentication, by any Person of a security agreement supplement in substantially the form of **Exhibit A** hereto (each a "Security Agreement Supplement"), (i) such Person shall be referred to as an "Additional Debtor" and shall be and become a debtor, and each reference in this Agreement to "Debtor" shall also mean and be a reference to such Additional Debtor, and each reference in this Agreement and the other Loan Documents to "Collateral" shall also mean and be a reference to the Collateral of such Additional Debtor, and (ii) the supplemental Schedules A-F attached to each Security Agreement Supplement

shall be incorporated into and become a part of and supplement Schedules A-F, respectively, hereto, and the Administrative Agent may attach such Schedules as supplements to such Schedules, and each reference to such Schedules shall mean and be a reference to such Schedules, as supplemented pursuant hereto.

(h) THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WISCONSIN, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT THE VALIDITY AND PERFECTION OR THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF WISCONSIN.

(i) DEBTOR HEREBY IRREVOCABLY CONSENTS TO AND WAIVES ANY RIGHT TO OBJECT TO OR OTHERWISE CONTEST THE APPOINTMENT OF A RECEIVER AFTER THE OCCURRENCE OF AN EVENT OF DEFAULT. DEBTOR (i) GRANTS SUCH WAIVER AND CONSENTS KNOWINGLY AFTER HAVING DISCUSSED THE IMPLICATIONS THEREOF WITH COUNSEL, (ii) ACKNOWLEDGES THAT (A) THE UNCONTESTED RIGHT TO HAVE A RECEIVER APPOINTED FOR THE FOREGOING PURPOSES IS CONSIDERED ESSENTIAL BY THE ADMINISTRATIVE AGENT AND THE LENDERS IN CONNECTION WITH THE ENFORCEMENT OF THEIR RIGHTS AND REMEDIES HEREUNDER AND UNDER THE OTHER DOCUMENTS EXECUTED IN CONNECTION HEREWITH, AND (B) THE AVAILABILITY OF SUCH APPOINTMENT AS A REMEDY UNDER THE FOREGOING CIRCUMSTANCES WAS A MATERIAL FACTOR IN INDUCING THE ADMINISTRATIVE AGENT AND LENDERS TO MAKE (AND COMMIT TO MAKE) THE LOANS TO DEBTOR, AND (iii) AGREES TO ENTER INTO ANY AND ALL STIPULATIONS IN ANY LEGAL ACTIONS, OR AGREEMENTS OR OTHER INSTRUMENTS IN CONNECTION WITH THE FOREGOING AND TO COOPERATE FULLY WITH THE ADMINISTRATIVE AGENT OR LENDERS IN CONNECTION WITH THE ASSUMPTION AND EXERCISE OF CONTROL BY THE RECEIVER OVER ALL OR ANY PORTION OF THE COLLATERAL.

(j) In addition to and without limitation of any of the foregoing, this Agreement shall be deemed to be a Loan Document and shall otherwise be subject to all of terms and conditions contained in Sections 11.14 and 11.15 of the Credit Agreement, mutatis mutandis.

(k) Debtor irrevocably and unconditionally waives any right it may have to claim or recover in any legal action, suit or proceeding with respect to this Agreement any special, exemplary, punitive or consequential damages.

(l) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(m) Section headings herein are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Debtor has caused this Amended and Restated General Security Agreement to be duly executed and delivered in Green Bay, Wisconsin, as of the date and year first above written.

POMP'S TIRE SERVICE, INC.

By: Paul Wochinske
Name: Paul J. Wochinske
Title: President

WOCHINSKE RATTEREE REALTY LLC

By: Paul Wochinske
Name: Paul J. Wochinske
Title: Managing Member

Accepted and agreed to in Green Bay, Wisconsin, as of the date and year first above written.

BMO HARRIS BANK N.A., AS ADMINISTRATIVE
AGENT

By: Thomas J. Erickson
Name: Thomas J. Erickson
Title: Senior Vice President

Signature page to Amended and Restated General Security Agreement

TRADEMARK
REEL: 006893 FRAME: 0130

SCHEDULE A

LOCATIONS

Places of Business (including Debtor's chief executive office and principal place of business) and Permitted Collateral Locations:

See attached.

Pump s #	ADDRESS	CITY	ST	Landlord
1	1123 Cedar St	Green Bay	WI	Wochinske Realty
1	1101 Cedar St	Green Bay	WI	Cedar Street Partnership
1	1106 Cedar St	Green Bay	WI	Pomp s Tire
1	1112 Cedar St	Green Bay	WI	Pomp s Tire
1	1118-1124 Cedar St	Green Bay	WI	Pomp s Tire
1	1141 Cedar St	Green Bay	WI	Pomp s Tire
1	518 N. Roosevelt	Green Bay	WI	Wochinske Realty
1	409-435 N. Roosevelt	Green Bay	WI	FRW Realty
1	416 N. Clay St	Green Bay	WI	Pomp s Tire
1	420 N. Clay St	Green Bay	WI	Pomp s Tire
1	1201 Main St	Green Bay	WI	Pomp s Tire
1	1101 Main St	Green Bay	WI	Pomp s Tire
1	601 Elizabeth	Green Bay	WI	Pomp s Tire
1	3131 Main St	Green Bay	WI	Wochinske Investments
1	1131 Main St	Green Bay	WI	Wochinske Realty
2	126 N. Andrews St	Shawano	WI	Pomp s Tire
3	1417 W. Wisconsin Ave	Appleton	WI	Mark Callahan, Nicole Callahan
4	2419 Marialis Ave	Manitowoc	WI	Callahan Rev Trust
6	2315 S. Caloun Rd	New Berlin	WI	Wochinske Investments
6	2355 S. Caloun Rd	New Berlin	WI	Wochinske Investments
7	4016 Hwy 42	Sheboygan	WI	KLW Squared, Kelly Wochinske
8	2301 Kilgust Rd	Monona	WI	Pomp s Tire
9	699 Lawrence Dr	De Pere	WI	Midstates Tire and Tool
10	1900 6th Ave N	Escanaba	MI	James Wochinske
10	1807 N. 7th Ave	Escanaba	MI	James Wochinske
11	660 W Grand Ave	Wisconsin Rapids	WI	Rapids Nickar LLC
14	807 W. Wareford St	Minwaukee	WI	Wochinske Investments
15	7385 Apollo Ct	Lino Lakes	MN	Midstates Tire and Tool
15	454 Libac St	Lino Lakes	MN	Boe Investments
16	202 S. Sylvia Ave	Sturtevant	WI	Rachine Nickar
17	170 Bennett St	Clintonville	WI	ELDAN, LLC
18	2401 Hemstock St	La Crosse	WI	Pomp s Tire
21	5440 W 125th St	Savage	MN	Pomp s Tire
21	5345 W 125th St	Savage	MN	Pomp s Tire
23	1328 60th Ave NW	Rochester	MN	DTD Limited
23	700 1/2 60th Ave	Iron Mountain	MI	Grand Lux Storage
24	1406 S. Stephenson Ave	Iron Mountain	MI	Wochinske Investments
25	105 W Hampton St	Marquette	MI	Pomp s Tire
25	208 W Hampton St	Marquette	MI	Pomp s Tire
25	111 W Hampton St	Marquette	MI	Pomp s Tire
26	7745 Burden Rd	Madison Park	IL	Pomp s Tire
26	7735 Burden Rd	Madison Park	IL	Pomp s Tire
26	3434 35St	Rockford	IL	Pomp s Tire

27	2180 S Washburn St	Oshkosh	WI	Kyeong Lynn Wochinske Trust
28	1301 Busse Rd	Elk Grove Village	IL	Wochinske Investments
29	3430 W Washington St	Waukegan	IL	Nemlem Building Fund, Nemlem Famlik-Partners Ratheree Investments LLC
29	3145 Central Ave	Waukegan	IL	Ratheree Investments LLC
31	90 Noll St	Waukegan	IL	Pomp s Tire
31	7932 New Jersey Ave	Hammond	IN	Pomp s Tire
31	8021 New Jersey Ave	Hammond	IN	Pomp s Tire
31	7981 New Jersey Ave	Hammond	IN	Pomp s Tire
31	7927 New Jersey Ave	Hammond	IN	Grad Hammond LLC
31	7931 New Jersey Ave	Hammond	IN	Grad Hammond LLC
31	7921 New Jersey Ave	Hammond	IN	Grad Hammond LLC
31	7923 New Jersey Ave	Hammond	IN	Grad Hammond LLC
32	2820 East Plank Rd	Appleton	WI	Nichar Realty LLC
33	1996 Greenfield Dr	Montgomery	IL	Pochi Investments
33	1997 Aucutt Rd	Montgomery	IL	Wochinske Investments
33	740 Prairie St	Aurora	IL	Trilan Investments Inc
35	103 S Galvin Rd	Abbotstford	WI	Karen L Maahs
36	1690 County Rd XX	Rothschild	WI	Creske Corporation
37	706 3rd Ave	Monroe	WI	Midstates Tire and Tool
38	1410 S Main St	Rice Lake	WI	Glire Realty
38	1590 MacCauley Ave	Rice Lake	WI	Wochinske Investments
41	22631 S Frontage Rd	Channahon	IL	Pochi Investments
43	10535 W Bongas Ct	Milwaukee	WI	KAK Enterprises LLC
46	4207 N Mayflower Rd	South Bend	IN	Pochi Investments
46	4207 N Mayflower Rd	South Bend	IN	Pomp s Tire
47	8240 Leliet Rd	McCook	IL	Pomp s Tire
48	210 Northridge Dr	New London	WI	IV Real Estate and Development
49	11204 County Rd A	Marshfield	WI	EdcJurn Rentals
50	412 Kelly St	Antigo	WI	Wochinske Investments
52	514 S Seymour St	Fond Du Lac	WI	Wochinske Investments
52	516 S Seymour St	Fond Du Lac	WI	Wochinske Investments
53	116 Ogden Ave	Superior	WI	Bran Shaver
53	301 North 5th St	Superior	WI	Elkhorn Industries
54	3530 Newville Rd	Janesville	WI	DI-Ann Investments
56	W2652 Jopke Rd	Lau Claire	WI	Denis Hansen
57	2056 Dickson Ave	Oshkosh	WI	O&L Corporation
57	1245 S Washburn St	Oshkosh	WI	O&L Corporation
57	2010 Dickson Ave	Oshkosh	WI	Weiner Investments
58	7231 Genee St	DeForest	WI	Superior 1 LLC
59	2630 Bridgeport Dr	Sioux City	IA	Wochinske-Ratheree Real
59	507 5th St	Sargent Bluff	IA	Affordable Self Storage
60	2000 E 39th St N	Sioux Falls	SD	Aford Investments SD
60	Block 5 Highland Park Subdivision Lot 889	Minnehaha County	SD	Linda Bade
63	305 Brown County 195	Aberdeen	SD	A&J Rental
64	216 N State St	Elgin	IL	Wochinske Realty

64	212 N. Ball St.	Elgin	IL	Wochinske Realty
65	201 North Hoover Rd	Virginia	MN	Pomp's Tire
66	1505 29th Ave South	Moorthread	MN	Martin's Properties
67	W2584 Montana Way	Marquette	WI	Terry and Lynn Seefeldt
67	W2582 Montana Way	Marquette	WI	Terry and Lynn Seefeldt
68	914 W Main St	Marshall	MN	Schak Properties
69	927 Gardner St	Joliet	IL	Di-Ann Investments
70	21840 Industrial Court	Rogers	MN	Pomp's Tire
71	1500 Betha Larson Ln	Albert Lea	MN	Habben Properties LLP
72	1781 E North Dr	Ottawa	IL	Keilwo Investments LLC
73	550 Sunnyside Rd, Suite 201	Bedford	PA	550 Sunnyside Road LLC
73	560 Sunnyside Rd	Bedford	PA	550 Sunnyside Road LLC
74	2720 Goshen Rd	Fort Wayne	IN	Wochinske Investments
77	117 11th St SE	Dyersville	IA	Jeff and Teresa Chapman
79	2120 S Harding St	Indianapolis	IN	Petro's Tire Sales
79	2130 S Harding St	Indianapolis	IN	Petro's Tire Sales
79	1320 Terminal Rd, 2nd building	Indianapolis	IN	E&W Realty
81	3951 S Walnut St	Bloomington	IN	E&W Realty
82	114 Water St	Crawfordsville	IN	Wochinske Raterree Realty
83	1316 W South St	Lebanon	IN	C&M LLC
83	1315 W South St	Lebanon	IN	John Cunningham
83	1310 W South St	Lebanon	IN	Lulu Holdings LLC
83	1309 W Main St	Lebanon	IN	Lulu Holdings LLC
86	1320 Terminal Rd	Indianapolis	IN	E&W Realty
86	1330 Terminal Rd	Indianapolis	IN	E&W Realty
87	4251 W Columbia Ave	Battle Creek	MI	Poch Investments
87	4139 W Columbia Ave	Battle Creek	MI	Glen & Terry Sims
87	164 S 24th St	Battle Creek	MI	Glen & Terry Sims
88	209 W Davenport St	Rhineland	WI	Tom and Nanette Moritz
88	215 W Davenport St	Rhineland	WI	Tom and Nanette Moritz
88	40 Courtney St	Rhineland	WI	Tom and Nanette Moritz
89	1901 Cty Hwy H	Spooner	WI	Richard T Salefri
90	8204 Old Hwy North	St Cloud	MN	Pomp's Tire
90	8114 Old Hwy North	St Cloud	MN	Pomp's Tire
91	2722 Schuyler Ave	Lafayette	IN	Wochinske Raterree Realty
92	1037 W Broadway	Monticello	IN	Lulu Holdings LLC
93	601 N DEWEY ST	New Berlin	WI	Pomp's Tire
95	2240 S 170th St	New Berlin	WI	Wochinske Investments
97	56251 Hwy 84	Hartington	NE	Carol E Peterson
98	575 Hardman Ave	South St. Paul	MN	Wochinske Raterree Realty
104	2110 E Clear Lake Ave	Springfield	IL	John Kuhlmann
105	1510 W. Mason St	Green Bay	WI	Allan Living Trust
106	1811 179th St. N	East Moline	IL	Russ and Lori Kress
107	5950 6th St. SW	Cedar Rapids	IA	Richard Cortez
107	660 60th St. SW	Cedar Rapids	IA	Richard Cortez
107	610 60th St. SW	Cedar Rapids	IA	Richard Cortez

108	820 S 19th St	Esherville	IA	Steven P Christenson
109	1414 38th St	Peru	IL	James Rice
110	1414 N Front St	New Ulm	MIN	Heyco
111	1335 Godfrey Ave	Wyoming	MI	Columbian Enterprises LTD
111	1285 Godfrey Ave	Wyoming	MI	Columbian Enterprises LTD
111	1239 Godfrey Ave	Wyoming	MI	Columbian Enterprises LTD
111	1269 Godfrey Ave	Wyoming	MI	Columbian Enterprises LTD
112	965 S Commerce Dr	Seymour	IN	Wochinske Investments
113	101 S 14th St	Sac City	IA	D & E Inc
113	1916 W Main St	Sac City	IA	Speed & Judy Hering
114	3201 Hall Ave	Marquette	WI	ELDAN, LLC
115	4001 N. Kimball St	Kansas City	MO	Re-Tire Realty LLC
116	2128 NE Meriden Rd	Topeka	KS	Truck Center Realty LLC
117	13931 St Charles Rock Rd	Bridgeton	MO	Re-Tire Realty LLC
117	4125 S Elyna Rd	Shreve	OH	Wood Land and Cattle Co
118	19907 West 162nd St	Olathie	KS	Re-Tire Realty LLC
119	357 Thunder Rd	Duenweg	MO	Re-Tire Realty LLC
119	283 Thunder Rd	Duenweg	MO	Re-Tire Realty LLC
120	511 S State Hwy 125	Sharford	MO	Re-Tire Realty LLC
122	629 S Highway 69	Pittsburg	KS	Re-Tire Realty LLC
123	401 S 42nd St	Kansas City	KS	Pomps Tire
124	185 W Outer Rd	Valley Park	MO	PSL Squared Inc
125	1010 South 12th St (South)	Kansas City	KS	Re-Tire Realty LLC
126	1010 South 12th St	Kansas City	KS	Re-Tire Realty LLC
127	1318 W Webster St	Springfield	MO	Columbus Partners
129	5320 Hwy 763	Columbia	MO	763 Real Estate LLC
130	2775 Arnold	Salina	KS	Salina Airport Authority
131	721 Prairie Dupont Dr	Dupo	IL	Rattree Investments
132	1010 South 12th St (North)	Kansas City	KS	Re-Tire Realty LLC
134	6240 N Broadway	Wichita (Park City)	KS	Roadrunner Transportation Systems Inc
135	305 Landmark Dr	Normal	IL	Diane R Rehbec Trust
136	2400 Third Ave	Mankato	MIN	Voik Investments Company
136	202 Lundin Blvd	Mankato	MIN	Voik Investments Company
137	12325 Renz Farm Rd	Jefferson City	MO	CPS Land Development LLC
138	N1525 State Hwy 57	New Holstein	WI	Rach Properties LLC
139	700 N Highway 146	Antea	IA	Pomps Tire
140	5185 NE 22nd St	Des Moines	IA	RLR Investments LLC
141	10863 140th St	Davenport	IA	Sovaire LLC
141	13631 110th Ave	Davenport	IA	JRT Properties LLC
142	11403 S 153rd St	Omaha	NE	CF South 153rd Street LLC
143	4101 West O St	Lincoln	NE	Sprint Master Funding X
144	1103 E 23rd St	Columbus	NE	Bure W Schneider
145	1214 S Pine Industrial Rd	Norfolk	NE	Clausen Financial LLC
145	1400 Industrial Road	Norfolk	NE	Nelson Family Enterprises
146	3904 W US Highway 30	Grand Island	NE	Bosseiman Three LLC

147	20156 Sibley Rd	Brownstown	WI	Pomp's Tire
148	2700 Church St	Stevens Point	WI	KLW Squared LLC
149	740-24th Ave SE	Minneapolis	MN	Wochinske Ratteree Realty LLC
150	416 Washington Ave	Bay City	MI	Pomp's Tire
151	2727 Lophocort Blvd	Flint	MI	County of Genesee
152	4160 Reardon Rd	Detroit	MI	Wochinske Ratteree Realty LLC
153	15820 County Rd K	Darlington	WI	ELDAN, LLC
154	622 6th Ave SE	Aberdeen	SD	Wochinske Investments
154	823 Railroad Ave SE	Aberdeen	SD	Wagner Holdings, LLC
155	220 Horace Ave North	Thief River Falls	MN	Pomp's Tire
155	302 Pennington Ave South	Thief River Falls	MN	Torgerson Property Management, LLC
155	419 S Pennington Ave	Thief River Falls	MN	Northwest Beverage, Inc
156	825 S 7th St	Bismarck	ND	ELDAN, LLC
156	1327 Frontier Dr	Bismarck	ND	AT Properties LLP
156	1303 Frontier Dr	Bismarck	ND	AT Properties LLP
157	1001 ND-20	Devils Lake	ND	CDJ & J Properties, LLC
158	301 E Central Ave	Minot	ND	Pomp's Tire
158	301 E Central Ave	Minot	ND	Dennis & Elizabeth Wolisky
158	15 4th St NE	Minot	ND	Dennis & Elizabeth Wolisky
158	storage shed Unit #87	Williston	ND	Schatz Storage
159	1017 4th Ave SW	Watertown	SD	Westman Investments of South Dakota, LLC
160	4401 Harbor Dr	Spok City	IA	Rod L Land LLC
161	1400 SW 41st	Topeka	KS	Pomp's Tire
162	801 Central Ave	Estherville	IA	Wochinske Ratteree Realty LLC
162	809 Central Ave	Estherville	IA	Wochinske Ratteree Realty LLC
162	303 3rd Ave N	Estherville	IA	Phillip O. Sonstegard
163	1919 Edgewood	Cedar Rapids	IA	Hoyt Investments, Inc
164	1861 Knox Hwy 9	Galesburg	IL	Joseph P. Nichols
165	6706 T. St	Orraha	NE	Wochinske Ratteree Realty LLC
166	201 Norfolk Ave SWC 2nd St	Norfolk	NE	Pomp's Tire
166	2205 Riverside Blvd	Norfolk	NE	Geary Investment Co
166	202 Winter Ave	Norfolk	NE	Geary Investment Co
506	5441 W 125th St	Savage	MN	Pomp's Tire
507	1990 Greenfield Dr	Montgomery	IL	Pochl Investments
509	7930 New Jersey Ave	Hammond	IN	Pomp's Tire
510	2104 Edison St	Argo	WI	Wochinske Investments
519	3541 NW 15th St	Lincoln	NE	Enterprise Company, Inc

SCHEDULE B

OTHER NAMES

A. PRIOR LEGAL NAMES

None

B. TRADE NAMES


Pomp's Tire Service, Inc.

Wochinske Ratteree Realty LLC

SCHEDULE C

INTELLECTUAL PROPERTY RIGHTS

**POMP'S TIRE SERVICE, INC.
TRADEMARKS**

MARK	COUNTRY/ STATE	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS	RECORD OWNER
POMP'S TIRE SERVICE	US	5,063,265	18-OCT-2016	Registered	Pomp's Tire Service, Inc.
	US	5,063,271	18-OCT-2016	Registered	Pomp's Tire Service, Inc.

SCHEDULE D

INVESTMENT PROPERTY AND DEPOSITS

A. INVESTMENT PROPERTY

1. 6.25% ownership interest in American Commercial Tire Network, LLC owned by Pomp's Tire Service, Inc.

B. DEPOSITS

Pomp's Tire Service		3/5/2020
Bank Accounts		
	Routing	Account
Bank	#	#
American Trust & Savings	073-900-522	59330118
Associated Bank	075-900-575	200056800
Blackhawk Bank	071123123	0002235091
BMO-Operating	075-000-051	166049
BMO-Payables	075-000-051	22735548
Chase Bank	074-000-010	629180089
Chemical Bank	072-410-013	1097753
Fifth Third Bank	074-908-594	7654875800
Flag Star	272-471-852	125748048
Fox Community Credit Union	275-977-258	121431205
Hometown National Bank	071902030	112448
Iowa State Bank	073820654	1028387
Johnson Bank	075-911-852	1001315154
Northwest Bank	273-970-682	20703732
Old Second National Bank	071-916-822	120404052
PNC Bank	071-921-891	4623022888
Rolling Hills Bank & Trust		7014438
US Bank	075-000-022	182375941727
Wells Fargo- Master	121-000-248	4168827392

SCHEDULE E

COMMERCIAL TORT CLAIMS

NONE.

SCHEDULE F

**SUPPLEMENT TO AMENDED AND RESTATED SECURITY AGREEMENT
(Additional Commercial Tort Claims)**

THIS SUPPLEMENT TO AMENDED AND RESTATED SECURITY AGREEMENT (the “*Supplement*”) is dated as of this _____ day of _____, _____, from Pomp’s Tire Service, Inc., a Wisconsin corporation (“*Pomp’s*”) and its affiliate, Wochinske Ratteree Realty LLC, a Wisconsin limited liability company (“*Wochinske*” and together with Pomp’s, referred to herein as the “*Debtor*”), to BMO Harris Bank N.A. (the “*Administrative Agent*”).

PRELIMINARY STATEMENTS

A. The Debtor and the Administrative Agent are parties to that certain Amended and Restated General Security Agreement dated as of March _____, 2020 (such Amended and Restated Security Agreement, as the same may from time to time be amended, modified or restated, being hereinafter referred to as the “*Security Agreement*”). All capitalized terms used herein without definition shall have the same meanings herein as such terms are defined in the Security Agreement.

B. Pursuant to the Security Agreement, the Debtor granted to the Administrative Agent, among other things, a continuing security interest in all Commercial Tort Claims.

C. The Debtor has acquired a Commercial Tort Claim, and executes and delivers this Supplement to confirm and assure the Administrative Agent’s security interest therein.

NOW, THEREFORE, in consideration of the benefits accruing to the Debtor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. In order to secure payment of the Secured Obligations, whether now existing or hereafter arising, the Debtor does hereby grant to the Administrative Agent a continuing lien on and security interest in the Commercial Tort Claim described below:

2. Schedule E (Commercial Tort Claims) to the Security Agreement is hereby amended to include reference to the Commercial Tort Claim referred to in Section 1 above. The Commercial Tort Claim described herein is in addition to, and not in substitution or replacement for, the Commercial Tort Claims heretofore described in and subject to the Security Agreement, and nothing contained herein shall in any manner impair the priority of the liens and security interests heretofore granted by the Debtor in favor of the Administrative Agent under the Security Agreement.

3. The Debtor agrees to execute and deliver such further instruments and documents and do such further acts and things as the Administrative Agent may deem necessary or proper to carry out more effectively the purposes of this Supplement.

4. No reference to this Supplement need be made in the Security Agreement or in any other document or instrument making reference to the Security Agreement, any reference to the Security Agreement in any of such items to be deemed a reference to the Security Agreement as supplemented hereby. The Debtor acknowledges that this Supplement shall be effective upon its execution and delivery by the Debtor to the Administrative Agent, and it shall not be necessary for the Administrative Agent to execute this Supplement or any other acceptance hereof or otherwise to signify or express its acceptance hereof.

5. This Agreement shall be governed by and construed in accordance with the State of Wisconsin (without regard to principles of conflicts of law).

POMP'S TIRE SERVICE, INC.

By: _____
Name: _____
Title: _____

WOCHINSKE RATTEREE REALTY LLC

By: _____
Name: _____
Title: _____

EXHIBIT A

FORM OF SECURITY AGREEMENT SUPPLEMENT
(Additional Debtor)

[Date of Security Agreement Supplement]

BMO Harris Bank N.A., as Administrative Agent
310 West Walnut Street, P.O. Box 2427
Green Bay, Wisconsin 54303

Ladies and Gentlemen:

Reference hereby is made to (i) the Second Amended and Restated Loan Agreement, dated as of March _____, 2020 (such agreement, as amended, restated, supplemented, modified or otherwise changed from time to time, including any replacement agreement therefor, being hereinafter referred to as the “**Credit Agreement**”) among Pomp’s Tire Service, Inc., a Wisconsin corporation (“**Pomp’s**”), and its affiliate Wochinske Ratteree Realty LLC, a Wisconsin limited liability company (“**Wochinske**” and together with Pomp’s, referred to as, the “**Debtor**”), the lenders from time to time party thereto (each a “**Lender**” and collectively, the “**Lenders**”), BMO Harris Bank N.A. (“**BMO**”), as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “**Administrative Agent**”) and (ii) the Amended and Restated General Security Agreement, dated as of March _____, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), made by the Debtor in favor of the Administrative Agent. Capitalized terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement.

Section 1. Grant of Security. The undersigned hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, all of its right, title and interest in and to all of the Collateral (as defined in the Security Agreement) of the undersigned, whether now owned or hereafter acquired by the undersigned, wherever located and whether now or hereafter existing or arising, including, without limitation, the property and assets of the undersigned set forth on the attached supplemental schedules to the Schedules to the Security Agreement.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by the undersigned under this Security Agreement Supplement and the Security Agreement secures the payment of all Secured Obligations of the undersigned now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, each of this Security Agreement Supplement and the Security Agreement secures the payment of all amounts that constitute part of the Secured Obligations and that would be owed by the undersigned to the Administrative Agent or any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Debtor.

Section 3. Supplements to Security Agreement Schedules. The undersigned has attached hereto supplemental Schedules A through E to Schedules A through E, respectively, to the Security Agreement, and the undersigned hereby certifies, as of the date first above written, that such supplemental Schedules have been prepared by the undersigned in substantially the form of the equivalent Schedules to the Security Agreement, and such supplemental Schedules include all of the information required to be scheduled to the Security Agreement and do not omit to state any information material thereto.

Section 4. Representations and Warranties. The undersigned hereby makes each representation and warranty set forth in Section 3 of the Security Agreement (as supplemented by the attached supplemental Schedules) to the same extent as each other Debtor.

Section 5. Obligations Under the Security Agreement. The undersigned hereby agrees, as of the date first above written, to be bound as a Debtor by all of the terms and provisions of the Security Agreement to the same extent as each other Debtor. The undersigned further agrees, as of the date first above written, that each reference in the Security Agreement to the "Debtor" shall also mean and be a reference to the undersigned.

Section 6. Governing Law. This Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.

Section 7. Loan Document. In addition to and without limitation of any of the foregoing, this Security Agreement Supplement shall be deemed to be a Loan Document and shall otherwise be subject to all of terms and conditions contained in Sections 11.14 and 11.15 of the Credit Agreement, mutatis mutandis.

Very truly yours,

[NAME OF ADDITIONAL PARTY]

By: _____
Name: _____
Title: _____

Acknowledged and Agreed:
BMO HARRIS BANK N.A.,
as Administrative Agent

By: _____
Name: _____
Title: _____