

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM661986

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	103682029		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FENN LLC		12/21/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	WINTRUST BANK N.A.		
Street Address:	231 S. LaSalle, 2nd Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2204202	TORIN	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	PTURNER@MAURIDES.COM		
Correspondent Name:	MAURIDES FOLEY TABANGAY TURNER & AGUSTIN, LLC		
Address Line 1:	33 N. LASALLE, SUITE 1910		
Address Line 4:	CHICAGO, UNITED STATES		
NAME OF SUBMITTER:	Patrick C. Turner		
SIGNATURE:	/Patrick C. Turner/		
DATE SIGNED:	07/22/2021		
Total Attachments: 34			
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SECURITY AGREEMENT

This Security Agreement (the "*Agreement*") is dated as of December 21, 2020, among FENN LLC, a Delaware limited liability company (together with and any other party joined hereinafter as a debtor, each individually referred to as a "*Debtor*" and collectively referred to as the "*Debtors*"), with its mailing address as set forth in Section 12(b) hereof, and WINTRUST BANK N.A., a national banking association (the "*Secured Party*"), with its mailing address as set forth in Section 12(b) hereof.

PRELIMINARY STATEMENT

A. The Debtor has requested that the Secured Party extend credit or otherwise make financial accommodations available to or for the account of Debtor pursuant to that certain Credit Agreement of even date herewith by and among Debtor and the Secured Party (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*").

B. As a condition to extending credit or otherwise making financial accommodations available to or for the account of Debtor, the Secured Party requires, among other things, that the Debtor grant the Secured Party a security interest in the Debtor's personal property described herein subject to the terms and conditions hereof.

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. Debtor hereby grants to the Secured Party, for the benefit of itself and as representative for the benefit of its affiliates, a lien on and security interest in, and acknowledges and agrees that the Secured Party has and shall continue to have a continuing lien on and security interest in, all right, title, and interest of such 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) Receivables;
- (l) Equipment (including all software, whether or not the same constitutes embedded software, used in the operation thereof);
- (m) Fixtures;
- (n) Commercial Tort Claims (as described on Schedule G hereto or on one or more supplements to this Agreement);
- (o) 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;
- (p) Monies, personal property, and interests in personal property of such Debtor of any kind or description now held by the Secured Party or at any time hereafter transferred or delivered to, or coming into the possession, custody, or control of, the Secured Party, or any agent or affiliate of the Secured Party, 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;
- (q) 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 such 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;
- (r) Accessions and additions to, and substitutions and replacements of, any and all of the foregoing; and
- (s) 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 Illinois 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. All other capitalized terms used herein which are not otherwise defined herein shall have the meanings given therefor in the Credit Agreement.

Notwithstanding anything to the contrary in this Agreement or in any other Loan Document, in no event shall the Collateral include (a) any payroll account, so long as the Debtor does not deposit or maintain funds in any such payroll account in excess of amounts necessary for purposes of funding current payroll liabilities, payroll taxes or other wage and benefit payments and amounts necessary to meet minimum balance requirements, or any withholding tax or fiduciary account (the accounts referenced in this clause (a) being referred to herein as "Excluded Accounts") and (b) any lease, license or other agreement, or any property subject to a purchase money security interest or similar arrangement, to the extent the grant of a security interest therein would result in an invalidation thereof or constitute a breach or violation of such agreement or create a right of termination in favor of any other party thereto (other than any non-assignment of payment intangibles provisions that are unenforceable under the UCC) (all of the foregoing assets described in clauses (a) and (b), collectively, the "Excluded Property"); provided that "Excluded Property" shall not include any proceeds, products, substitutions or replacements of Excluded Property (unless such proceeds, products, substitutions or replacements would otherwise constitute Excluded Property).

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 any and all indebtedness, obligations, and liabilities of whatsoever kind and nature of the Debtor to the Secured Party, (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 any and all expenses and charges, legal or otherwise, suffered or incurred by the Secured Party or any affiliate of the Secured Party 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: (a) that certain Revolving Note of even date herewith executed and delivered by Debtor to Secured Party in a maximum aggregate principal amount not to exceed Two Million and no/100 Dollars (\$2,000,000.00) (as amended, renewed or restated from time to time); (b) that certain Term Note of even date herewith executed and delivered by Debtor to Secured Party in the initial principal amount of Seven Hundred Fifty Thousand and no/100 Dollars (\$750,000.00) (as amended or restated from time to time); and (c) all other Obligations as defined in the Credit Agreement, as well as the lien and security interest granted hereby (all of the foregoing being hereinafter referred to collectively as the "Obligations").

Section 3. Covenants, Agreements, Representations and Warranties. Each Debtor hereby covenants and agrees with, and represents and warrants to, the Secured Party that:

- (a) Such Debtor is a limited liability company duly organized and validly

existing in good standing under the laws of the jurisdiction of its organization. Such Debtor shall not change its jurisdiction of organization without the Secured Party's prior written consent. Such Debtor is the sole and lawful owner of the Collateral in which it has or is granting a security interest in favor of the Secured Party pursuant to this Agreement, and has full right, power and authority to enter into this Agreement and to perform each and all of the matters and things herein provided for. The execution and delivery of this 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 such Debtor in any material respect or any provision of such 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 material covenant, indenture or agreement of or affecting such Debtor or any of its property or (ii) result in the creation or imposition of any lien or encumbrance on any property of such Debtor except for the lien and security interest granted to the Secured Party hereunder. Such Debtor's organizational registration number (if any) is as set forth on Item 3 of schedule A.

(b) Such Debtor's chief executive office and principal place of business is at, and such Debtor keeps and shall keep all of its books and records relating to Receivables only at, the location listed under Item 1 on Schedule A; and such Debtor has no other executive offices or places of business other than those listed under Item 1 on Schedule A. The Collateral is and shall remain in such Debtor's possession or control at the locations listed under Item 2 on Schedule A attached hereto (collectively, the "*Permitted Collateral Locations*"), except for Collateral which in the ordinary course of such 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 Secured Party shall nevertheless have and retain a lien on and security interest therein. No Debtor shall move its chief executive office or maintain a place of business at a location other than those specified under Item 1 on Schedule A or permit the Collateral to be located at a location other than those specified under Item 2 on Schedule A (except for Collateral which in the ordinary course of such Debtor's business is in transit between Permitted Collateral Locations), in each case without first providing the Secured Party thirty (30) days' prior written notice of such Debtor's intent to do so; *provided* that each Debtor shall at all times maintain its chief executive office and, unless otherwise specifically agreed to in writing by the Secured Party, 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, each Debtor shall have taken all action reasonably requested by the Secured Party to maintain the lien and security interest of the Secured Party in the Collateral at all times fully perfected and in full force and effect.

(c) Such Debtor's legal name and jurisdiction of organization is correctly set forth in the first paragraph of this Agreement. Such 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. Such 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 Secured Party.

(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 Secured Party therein, the Liens set forth on Section 7.2 of the Credit Agreement, and as otherwise provided on Schedule C attached hereto. Each 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 Secured Party (other than any claim or demand of any holder of a Lien under Section 7.2 of the Credit Agreement).

(e) Each Debtor shall promptly pay when due all taxes, assessments and governmental charges and levies upon or against any 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 any Debtor's business in the ordinary course, and the Debtors shall individually and collectively have established adequate reserves therefor in accordance with GAAP.

(f) No Debtor shall use, manufacture, sell, or distribute any Collateral in violation of any statute, ordinance, or other governmental requirement. No Debtor shall waste or destroy the Collateral or any part thereof or be negligent in the care or use of any Collateral. Each 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 Secured Party has no responsibility to perform such obligations.

(g) Subject to Sections 4(b), 6(b), 6(c), and 7(c) hereof, no Debtor shall, without the Secured Party's prior written consent, sell, assign, mortgage, lease or otherwise dispose of the Collateral or any interest therein.

(h) The Debtors 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 Secured Party may reasonably specify. All insurance required hereby shall be maintained in amounts and under policies and with insurers reasonably acceptable to the Secured Party, and all such policies shall contain loss payable clauses naming the Secured Party as loss payee as its interest may appear (and, if the Secured Party requests, naming the Secured Party as an additional insured therein) in a form reasonably acceptable to the Secured Party. All premiums on such insurance shall be paid by the Debtors. Certificates of insurance evidencing compliance with the foregoing and, at the Secured Party's reasonable request, the policies of such insurance shall be delivered by the Debtors to the Secured Party. All insurance required hereby shall provide that any loss shall be payable to the Secured Party notwithstanding any act or negligence of any Debtor, shall provide that no cancellation thereof shall be effective until at least thirty (30) days after receipt by the relevant Debtor and the Secured Party of written notice thereof, and shall be reasonably satisfactory to the Secured Party in all other respects. In case of any material loss, damage to, or destruction of the Collateral or any part thereof, the Debtors shall act in accordance with Section 2.8(b)(i) of the Credit Agreement. The Debtors hereby authorize the Secured Party, at the Secured Party's option, to adjust, compromise and settle any losses

under any insurance afforded at any time during the existence and continuance 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 each Debtor does hereby irrevocably constitute the Secured Party, and each of its nominees, officers, agents, attorneys, and any other person whom the Secured Party may designate, as such 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 Secured Party elects to adjust, compromise or settle losses as aforesaid, any adjustment, compromise and/or settlement of any losses under any insurance shall only be made by the Debtors subject to final written approval of the Secured Party during the existence of any Default or Event of Default. Net insurance proceeds received by the Secured Party 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 Obligations (whether or not then due) in accordance with Section 2.8(b)(i) of the Credit Agreement; *provided, however*, that the Secured Party may in its sole discretion release any or all such insurance proceeds to the Debtors. All insurance proceeds shall be subject to the lien and security interest of the Secured Party hereunder.

UNLESS THE DEBTORS PROVIDE THE SECURED PARTY WITH EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY THIS AGREEMENT, THE SECURED PARTY MAY PURCHASE INSURANCE AT THE DEBTORS' EXPENSE TO PROTECT THE SECURED PARTY'S INTERESTS IN THE COLLATERAL. THIS INSURANCE MAY, BUT NEED NOT, PROTECT THE DEBTORS' INTERESTS IN THE COLLATERAL. THE COVERAGE PURCHASED BY THE SECURED PARTY MAY NOT PAY ANY CLAIMS THAT A DEBTOR MAKES OR ANY CLAIM THAT IS MADE AGAINST A DEBTOR IN CONNECTION WITH THE COLLATERAL. THE DEBTORS MAY LATER CANCEL ANY SUCH INSURANCE PURCHASED BY THE SECURED PARTY, BUT ONLY AFTER PROVIDING THE SECURED PARTY WITH EVIDENCE THAT THE DEBTORS HAVE OBTAINED INSURANCE AS REQUIRED BY THIS AGREEMENT. IF THE SECURED PARTY PURCHASES INSURANCE FOR THE COLLATERAL, THE DEBTORS WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, INCLUDING INTEREST AND ANY OTHER CHARGES THAT THE SECURED PARTY 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 OBLIGATIONS SECURED HEREBY. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE THE DEBTORS MAY BE ABLE TO OBTAIN ON THEIR OWN.

(i) The Debtors shall at all times allow the Secured Party and its representatives free access to and right of inspection of the Collateral as the Secured Party may reasonably request with reasonable advance notice; *provided* that, unless the Secured Party believes in good faith that a Default or an Event of Default exists, any such access or inspection shall only be allowed during the Debtors' normal business hours.

(j) If any Collateral is in the possession or control of any Debtor's agents or processors and the Secured Party so requests, the Debtors agree to notify such agents or processors in writing of the Secured Party's security interest therein and instruct them to

hold all such Collateral for the Secured Party's account and subject to the Secured Party's instructions (provided that, until such Person has received written notification from the Secured Party to the contrary, such Person may continue to accept and comply with instructions issued by the Debtors). The Debtors shall, upon the reasonable request of the Secured Party, 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 Secured Party 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 Secured Party or its representatives may seek to verify. As to any premises not owned by the Debtors wherein any of the Collateral is located, the Debtors shall, at the Secured Party'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, or with the prior written consent of the Secured Party, subordinates, any right, title and interest in, and lien on, the Collateral and allows the removal of such Collateral by the Secured Party and is otherwise in form and substance reasonably acceptable to the Secured Party.

(k) The Debtors agree from time to time to deliver to the Secured Party 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 a 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 Debtors' 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 Secured Party may reasonably request. The Secured Party shall have the right to verify all or any part of the Collateral in any manner, and through any medium, which the Secured Party considers reasonably appropriate (including, without limitation, the verification of Collateral by use of a fictitious name), and the Debtors agree to furnish all assistance and information, and perform any acts, which the Secured Party may reasonably require in connection therewith. The Debtors shall promptly notify the Secured Party of any Collateral which any Debtor has determined to have been rendered obsolete, stating the prior book value of such Collateral, its type and location.

(l) Each Debtor shall comply with the terms and conditions of all leases, easements, right-of-way agreements and other similar agreements binding upon such 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, in each case, to the extent non-compliance would reasonably be expected to result in a Material Adverse Effect.

(m) Schedule D 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 a Debtor as of the date hereof that are registered with any governmental authority. The Debtors shall promptly notify the Secured Party in writing of any additional intellectual property rights acquired or arising after the date hereof and shall submit to the Secured Party a supplement to Schedule D to reflect such additional rights (provided the Debtors' failure to do so shall not impair

the Secured Party's security interest therein). The Debtors own or possess rights to use all franchises, licenses, patents, trademarks, trade names, tradestyles, copyrights, and rights with respect to the foregoing which are required to conduct their businesses. 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 no Debtor is liable to any person for infringement under applicable law with respect to any such rights as a result of its business operations, in each case, to the extent such event or liability would reasonably be expected to result in a Material Adverse Effect.

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

(o) The Debtors agree to execute and deliver to the Secured Party such further agreements, assignments, instruments, and documents and to do all such other things as the Secured Party may deem reasonably necessary or appropriate to assure the Secured Party 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 Secured Party 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 Secured Party 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 Secured Party may from time to time reasonably require. The Debtors hereby agree that a carbon, photographic or other reproduction of this Agreement or any such financing statement is sufficient for filing as a financing statement by the Secured Party without notice thereof to the Debtors wherever the Secured Party in its sole discretion desires to file the same. The Debtors hereby authorize the Secured Party to file any and all financing statements covering the Collateral or any part thereof as the Secured Party may reasonably require, including financing statements describing the Collateral as "all assets" or "all personal property" or words of like meaning. The Secured Party may order lien searches from time to time against the Debtors and the Collateral, and the Debtors shall promptly reimburse the Secured Party for all costs and expenses incurred in connection with such lien searches; provided, however, that absent an Event of Default that is continuing, the Secured Party shall order such lien searches no more frequently than annually at the expense of the Debtors. 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 Obligations, the Debtors agree to execute and deliver all such instruments and documents and to do all such other things as the Secured Party in its reasonable discretion deems necessary or appropriate to preserve, protect, and enforce the lien and security interest of the Secured Party under the law of such other jurisdiction. Each Debtor agrees to mark its books and records to reflect

the lien and security interest of the Secured Party in the Collateral as required by GAAP.

(p) On failure of a Debtor to perform any of the covenants and agreements herein contained, the Secured Party may, at its option, perform the same and in so doing may expend such sums as the Secured Party may 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 Secured Party may be compelled to make by operation of law or which the Secured Party 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 Debtors immediately without notice or demand, shall constitute additional Obligations secured hereunder and shall bear interest from the date said amounts are expended at the rate per annum applicable to Base Rate Loans under Section 2.9(a) of the Credit Agreement (such rate per annum as so determined being hereinafter referred to as the "Default Rate"). No such performance of any covenant or agreement by the Secured Party on behalf of a Debtor, and no such advancement or expenditure therefor, shall relieve the Debtors of any default under the terms of this Agreement or in any way obligate the Secured Party to take any further or future action with respect thereto. The Secured Party, 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 Secured Party, in performing any act hereunder, shall be the sole judge of whether a Debtor is required to perform same under the terms of this Agreement. The Secured Party is hereby authorized to charge any account of a Debtor maintained with the Secured Party (other than an Excluded Account) 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 Debtors shall be deemed to have warranted as to each and all of such Receivables that all warranties of the Debtors set forth in this 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 applicable Debtor and delivered to the Secured Party; 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 in any material amount and is not subject to any set-offs, credits, deductions or countercharges other than those arising in the ordinary course of the Debtors' businesses which are disclosed to the Secured Party in the applicable Borrowing Base Certificate to the extent required by the Credit Agreement. 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 Debtors agree to notify the Secured Party and, at the Secured Party's request, execute whatever instruments and documents are reasonably required by the Secured Party in order that such Receivable shall be assigned to the Secured

Party 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 a 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 Secured Party and held by the Debtors as trustees for the Secured Party and shall remain part of the Secured Party's Collateral. Unless and until an Event of Default occurs, a 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 such Debtor in good faith considers advisable; and, during the existence of any Event of Default, at the Secured Party's request, the Debtors shall notify the Secured Party promptly of all returns and recoveries and, on the Secured Party's request, deliver any such merchandise or other goods to the Secured Party. During the existence of any Event of Default, at the Secured Party's request, the Debtors shall also notify the Secured Party promptly of all material disputes and claims and settle or adjust them at no expense to the Secured Party, but no material 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 a Debtor without the Secured Party's consent. The Secured Party 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 Secured Party considers advisable.

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

Section 5. Collection of Receivables.

(a) Except as otherwise provided in this Agreement, each 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) If an Event of Default has occurred and is continuing, in the event the Secured Party reasonably requests Debtors 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 a Debtor, be immediately endorsed to and deposited with the Secured Party; and/or

(ii) each 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 Secured Party and which are maintained at post office(s) in Chicago, Illinois selected by the Secured Party.

(c) If an Event of Default has occurred and is continuing, the Secured Party or its designee may notify the Debtors' customers and account debtors at any time that Receivables or any other Collateral have been assigned to the Secured Party or of the Secured Party's security interest therein, and either in its own name, or the relevant 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 Secured Party's discretion file any claim or take any other action or proceeding which the Secured Party may deem necessary or appropriate to protect or realize upon the security interest of the Secured Party in the Receivables or any other Collateral.

(d) Any proceeds of Receivables or other Collateral transmitted to or otherwise received by the Secured Party pursuant to any of the provisions of Sections 5(b) or 5(c) hereof may be handled and administered by the Secured Party in and through a remittance account at the Secured Party, and each Debtor acknowledges that the maintenance of such remittance account by the Secured Party is solely for the Secured Party's convenience and that Debtors do not have any right, title or interest in such remittance account or any amounts at any time standing to the credit thereof. The Secured Party may while an Event of Default is occurring and is continuing, apply all or any part of any proceeds of Collateral received by it from any source to the payment of the Obligations (whether or not then due and payable), such applications to be made as provided in Section 10 hereof, and at such intervals as the Secured Party may from time to time in its discretion determine, but not less often than once each day. The Secured Party need not apply or give credit for any item included in proceeds of Receivables or other Collateral until the Secured Party has received final payment therefor at its office in cash or final solvent credits current in Chicago, Illinois, acceptable to the Secured Party as such. However, if the Secured Party does give credit for any item prior to receiving final payment therefor and the Secured Party fails to receive such final payment or an item is charged back to the Secured Party for any reason, the Secured Party may at its election in either instance charge the amount of such item back against the remittance account or any account of any Debtor maintained with the Secured Party, together with interest thereon at the Default Rate. Promptly after each transmission of any proceeds of Receivables or other Collateral to the remittance account, the Debtors shall furnish the Secured Party with a report in such form as the Secured Party 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, the Secured Party will release proceeds of Collateral which the Secured Party has not applied to the Obligations as provided above from the remittance account from time to

time, but not less often than once per day. Each Debtor hereby indemnifies the Secured Party from and against all liabilities, damages, losses, actions, claims, judgments, costs, expenses, charges and reasonable attorneys' fees suffered or incurred by the Secured Party because of the maintenance of the foregoing arrangements; *provided, however*, that the Debtors shall not be required to indemnify the Secured Party for any of the foregoing to the extent they arise solely from the gross negligence or willful misconduct of the Secured Party. The Secured Party shall have no liability or responsibility to any 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) Each 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 repairs, replacements and additions to the Equipment so that the efficiency thereof shall be fully preserved and maintained.

(b) Each Debtor may, until an Event of Default has occurred and is continuing and thereafter until otherwise notified by the Secured Party, 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. Each Debtor may, until an Event of Default has occurred and is continuing and thereafter until otherwise notified by the Secured Party, sell 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 such Debtor free of any lien, charge or encumbrance other than the security interest granted.

(c) As of the time any Inventory or Equipment becomes subject to the security interest provided for hereby and at all times thereafter, the Debtors shall be deemed to have warranted as to any and all of such Inventory and Equipment that all warranties of the Debtors set forth in this 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. Each Debtor warrants and agrees that no Inventory is or will be consigned to any other person without the Secured Party's prior written consent.

(d) Upon the Secured Party's request, each Debtor shall at its own cost and expense cause the lien of the Secured Party 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 Secured Party.

(e) Except for Equipment from time to time located on the real estate described on Schedule E attached hereto and as otherwise disclosed to the Secured Party in writing, none of the Equipment is or will be attached to real estate in such a manner that the same may become a fixture.

(f) If any of the Inventory is at any time evidenced by a document of title, such document shall be promptly delivered by the relevant Debtor to the Secured Party except to the extent the Secured Party specifically requests such 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 the earlier of (i) waiver or cure of such Event of Default and (ii) the date on which the Debtors are notified to the contrary by the Secured Party pursuant to Section 9(d) hereof and subject to the provisions of Section 7.6 of the Credit Agreement:

(i) the Debtors 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 Agreement or any other Loan Document; and

(ii) the Debtors shall be entitled to receive and retain all cash dividends and distributions 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 each Debtor on the date hereof is listed and identified on Schedule F attached hereto and made a part hereof. Each Debtor shall promptly notify the Secured Party of any other Investment Property acquired or maintained by such Debtor after the date hereof, and shall submit to the Secured Party a supplement to Schedule F to reflect such additional rights (provided a Debtor's failure to do so shall not impair the Secured Party's security interest therein). Certificates for all certificated securities now or at any time constituting Investment Property shall be promptly delivered by each Debtor to the Secured Party 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, unless the Secured Party requests otherwise, each Debtor shall execute and deliver, and shall cause any such issuer or intermediary to execute and deliver, an agreement among such Debtor, the Secured Party, and such issuer or intermediary in form and substance reasonably satisfactory to the Secured Party 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 Secured Party without further consent by the Debtor. The Secured Party may at any time, after the occurrence and during the continuance of 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 has occurred and is continuing, the Debtors may, to the extent not otherwise prohibited under the Credit Agreement, sell or otherwise dispose of any Investment Property, *provided that* no Debtor shall 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 Secured Party. After 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, no Debtor shall sell all or any part of the Investment Property without the prior written consent of the Secured Party.

(d) Each Debtor represents that on the date of this 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 such Debtor has delivered to the Secured Party a duly executed and completed Form U-1 with respect to such stock. If at any time the Investment Property of a Debtor or any part thereof consists of margin stock, such Debtor shall promptly so notify the Secured Party and deliver to the Secured Party a duly executed and completed Form U-1 and such other instruments and documents reasonably requested by the Secured Party in form and substance reasonably satisfactory to the Secured Party.

(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 Secured Party, the terms of such separate security agreement shall govern and control unless otherwise agreed to in writing by the Secured Party.

(f) All Deposit Accounts of each Debtor on the date hereof are listed and identified (by account number and depository institution) on Schedule F attached hereto and made a part hereof. Each Debtor shall promptly notify the Secured Party of any other Deposit Account opened or maintained by such Debtor after the date hereof, and shall submit to the Secured Party a supplement to Schedule F to reflect such additional accounts (provided a Debtor's failure to do so shall not impair the Secured Party's security interest therein). With respect to any Deposit Account maintained for a Debtor by a depository institution other than the Secured Party, and as a condition to the establishment and maintenance of any such Deposit Account except as otherwise agreed to in writing by the Secured Party, such Debtor, the depository institution, and the Secured Party shall execute and deliver an account control agreement in form and substance reasonably satisfactory to the Secured Party which provides, among other things, for the depository institution's agreement that it will comply with instructions originated by the Secured Party directing the disposition of the funds in the Deposit Account without further consent by such Debtor. Notwithstanding the foregoing, (y) within 45 days after the Closing Date, and at all times during the term of the Credit Agreement, Debtors shall maintain their principal Deposit Accounts, and all treasury management services related to Debtors' collection and disbursement accounts with Bank or its affiliates, and (z) within 180 days after the Closing Date, and at all times during the term of the Credit Agreement, Debtors shall establish and maintain their primary commercial credit card program with Bank or its affiliates.

Section 8. Power of Attorney. In addition to any other powers of attorney contained herein, each Debtor hereby appoints the Secured Party, its nominee, and any other person whom the Secured Party may designate, as such Debtor's attorney-in-fact, with full power and authority upon the occurrence and during the continuation of any Event of Default to sign such Debtor's name on verifications of Collateral; to send requests for verification of Collateral to such Debtor's customers, account debtors and other obligors; to endorse such Debtor's name on any checks, notes, acceptances, money orders, drafts and any other forms of payment or security that may come into

the Secured Party's possession or on any assignments, stock powers, or other instruments of transfer relating to the Collateral or any part thereof; to sign such 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 such Debtor's mail to an address designated by the Secured Party; to receive, open and dispose of all mail addressed to such Debtor; and to do all things necessary to carry out this Agreement. Each Debtor hereby ratifies and approves all acts of any such attorney and agrees that neither the Secured Party 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 Secured Party may file one or more financing statements disclosing its security interest in any or all of the Collateral without a Debtor's signature appearing thereon. Each Debtor also hereby grants the Secured Party a power of attorney to execute any such financing statements, or amendments and supplements to financing statements, on behalf of such Debtor without notice thereof to such Debtor. The foregoing powers of attorney, being coupled with an interest, are irrevocable until the Obligations have been fully paid and satisfied (other than contingent obligations not yet due and owing) and all agreements of the Secured Party to extend credit to or for the account of the Debtors have expired or otherwise have been terminated.

Section 9. Defaults and Remedies:

(a) NOTHING HEREIN CONTAINED SHALL IMPAIR THE DEMAND CHARACTER OF ANY OF THE OBLIGATIONS WHICH ARE EXPRESSED TO BE PAYABLE ON DEMAND.

(b) Upon the occurrence and during the continuance of any Event of Default, the Secured Party shall have, in addition to all other rights provided herein 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 Secured Party may, without demand and without advertisement, notice, hearing or process of law (except any notice required by law that cannot be waived), all of which each Debtor hereby waives, at any time or times, sell and deliver all or any part of the Collateral 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 Secured Party deems advisable, in its sole discretion. In addition to all other sums due the Secured Party hereunder, the Debtors shall pay the Secured Party all reasonable, documented, out-of-pocket costs and expenses incurred by the Secured Party in connection with the exercise of its remedies under this Section 9, including reasonable attorneys' fees and court costs, in obtaining, liquidating or enforcing payment of Collateral or the Obligations or in the prosecution or defense of any action or proceeding by or against the Secured Party or a Debtor concerning any matter arising out of or connected with this Agreement or the Collateral or the 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) business 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 or any other 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

Secured Party shall not be obligated to make any sale or other disposition of the Collateral regardless of notice having been given. The Secured Party may be the purchaser at any such sale. Each Debtor hereby waives all of its rights of redemption from any such sale. The Secured Party 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 Secured Party may further postpone such sale by announcement made at such time and place. The Secured Party has no obligation to prepare the Collateral for sale. The Secured Party 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 each 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 Secured Party shall have the right, in addition to all other rights provided herein 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 a Debtor's premises (each Debtor hereby agreeing to lease such premises without cost or expense to the Secured Party or its designee if the Secured Party so requests) or to remove the Collateral or any part thereof to such other places as the Secured Party may desire. Upon the occurrence and during the continuation of any Event of Default, the Secured Party 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 continuance of any Event of Default, each Debtor shall, upon the Secured Party's demand, promptly assemble the Collateral and make it available to the Secured Party at a place reasonably designated by the Secured Party. If the Secured Party exercises its right to take possession of the Collateral, each Debtor shall also at its expense perform any and all other steps reasonably requested by the Secured Party to preserve and protect the security interest hereby granted in the Collateral, such as placing and maintaining signs indicating the security interest of the Secured Party, 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 a 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 Secured Party, cease and thereupon become vested in the Secured Party, 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 such 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 Secured

Party were the absolute owner thereof. Without limiting the foregoing, the Secured Party 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 Secured Party 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 Secured Party may determine. In the event the Secured Party 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, each Debtor hereby grants to the Secured Party a royalty-free irrevocable license and right to use all of such 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 Secured Party on all or any part of the Collateral. The license and right granted the Secured Party hereby shall be without any royalty or fee or charge whatsoever.

(f) The powers conferred upon the Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose on it any duty to exercise such powers. The Secured Party 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 Secured Party accords its own property, consisting of similar type assets, it being understood, however, that the Secured Party 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 Secured Party has or is deemed to have knowledge of such matters. This Agreement constitutes an assignment of rights only and not an assignment of any duties or obligations of any Debtor in any way related to the Collateral, and the Secured Party shall have no duty or obligation to discharge any such duty or obligation. The Secured Party 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 Secured Party nor any party acting as attorney for the Secured Party 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 Secured Party to exercise any right, remedy or option under this Agreement or any other Loan Document or provided by law, or delay by the Secured Party in exercising the same, shall not operate as a waiver; and no waiver by the Secured Party shall be effective unless it is in writing and then only to the extent specifically stated. The rights and remedies of the Secured Party under this Agreement shall be cumulative and not exclusive of any other right or remedy which the Secured Party may have.

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

(i) first, to the payment and satisfaction of all sums paid and costs and expenses incurred by the Secured Party hereunder or otherwise in connection herewith, to the extent reimbursable under the Credit Agreement, 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, documented, out-of-pocket 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 Secured Party is not reimbursed therefor by the Debtor; and

(ii) second, to the payment and satisfaction of the remaining Obligations, whether or not then due (in whatever order the Secured Party elects), both for interest and principal.

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

Section 11. Continuing Agreement. This Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until all of the Obligations, both for principal and interest, have been fully paid and satisfied and all agreements of the Secured Party to extend credit to or for the account of the Debtors have expired or otherwise have been terminated. Upon such termination of this Agreement, the Secured Party shall, upon the request and at the expense of the Debtor, forthwith release its security interest hereunder.

Section 12. Miscellaneous.

(a) This Agreement cannot be changed or terminated orally. All of the rights, privileges, remedies and options given to the Secured Party hereunder shall inure to the benefit of its successors and assigns, and all the terms, conditions, covenants, agreements, representations and warranties of and in this Agreement shall bind the Debtors and their legal representatives, successors and assigns, provided that no Debtor may assign its rights or delegate its duties hereunder without the Secured Party's prior written consent.

(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 email address set forth below (or, if no such address is set forth below, at the address of Debtors as shown on the records of the Secured Party), or such other address as such party may hereafter specify by notice to the other given by courier, by United States certified or registered mail. Notices hereunder shall be addressed:

To the Debtor at:

FENN LLC
222 N LaSalle St., Suite 705
Chicago, Illinois 60601
Attention: Eric Mara
Telephone: (857) 869-4132
Email:

With a copy (not constituting
notice) to:

Taft Stettinius & Hollister LLP
111 East Wacker Drive
Suite 2800
Chicago, IL 60601
Attention: Jeffrey Friedman, Esq.
Telephone: 312-383-4113
Email:

To the Secured Party at:

Wintrust Bank N.A.
231 S. LaSalle Street, 2nd Floor
Chicago, Illinois 60604
Attention: Jonathan Blume
Telephone: (312) 461-8422
Email: jblume@wintrust.com

With a copy (not constituting
notice) to:

Maurides Polcy Tabangay Turner &
Agustin LLC
33 N. LaSalle Street
Suite 1910
Chicago, IL 60602
Attention: Adrian Tabangay, Esq.
Telephone: (312) 332-6500
Email: atabangay@maurides.com

Each such notice, request or other communication shall be effective (i) 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 or (ii) if given by courier, when delivered at the addresses specified in this Section or (iii) if given by email transmission, when delivered at the addresses specified in this Section and a confirmation of such transmission has been received by the sender.

(c) The obligations of the Debtors hereunder, whether expressed singly or in the aggregate, are joint and several obligations of each Debtor and the provisions of Section 9.22 of the Credit Agreement shall apply to each Debtor's obligations hereunder as if set forth herein, *mutatis mutandi*.

(d) In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

(e) This Agreement shall be deemed to have been made in the State of Illinois and shall be governed by, and construed in accordance with, the laws of the State of Illinois, without regard to conflicts of law principles thereof. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

(f) This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an

original, but all together one and the same instrument. Delivery of an executed counterpart to this Agreement by facsimile or by other electronic transmission shall be as effective as delivery of a manually-executed counterpart hereof.

(g) Each Debtor hereby submits to the non-exclusive jurisdiction of the United States District Court for the Northern District of Illinois and of any Illinois state court sitting in the City of Chicago for purposes of all legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby. Each Debtor irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient form. THE DEBTORS AND THE SECURED PARTY EACH HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

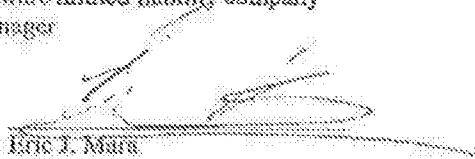
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Debtor has caused this Security Agreement to be duly executed and delivered in Chicago, Illinois, as of the date and year first above written.

Debtor




FENN LLC,
a Delaware limited liability company,

By: Right Lane Industries LLC,
a Delaware limited liability company
its Manager

By: 
Name: Eric T. Mara
Its: Manager

Accepted and agreed to in Chicago, Illinois,
as of the date and year first above written.

WINTRUST BANK N.A.

By: 
Name: 
Title: 

[Signature Page to Security Agreement]

SCHEDULE A

LOCATIONS AND ORGANIZATIONAL IDS

Item 1. Places of Business (including each Debtor's chief executive office and principal place of business):

Debtor	Street Address City, State, Zip	County
FENN LLC	80 Clark Drive, Unit 5D East Berlin, Connecticut 06023 (Principal Office)	Hartford (CT)

Item 2. Permitted Collateral Locations:

Street Address City, State, Zip	Owner or Lessee of Premises
80 Clark Drive, Unit 5D East Berlin, Connecticut 06023	FENN LLC

Item 3. Debtors' Organizational ID numbers:

Debtor	State of Organization	ID Number
FENN LLC	Delaware	5507415

SCHEDULE B

OTHER NAMES

A. PRIOR LEGAL NAMES

Debtor	Prior Legal Name
FENN LLC	None

B. TRADE NAMES

Debtor	Trade Names
FENN LLC	None

2843414768

SCHEDULE C
PERMITTED ENCUMBRANCES

None.

2843416748

SCHEDULE D

INTELLECTUAL PROPERTY RIGHTS

Trademarks

None.

Patents

None.

Copyrights

None.

2843410764

SCHEDULE E

REAL ESTATE LEGAL DESCRIPTIONS

None.

2843614268

SCHEDULE F

INVESTMENT PROPERTY AND DEPOSITS

A. INVESTMENT PROPERTY

Debtor	Investment Property
FENN LLC	None.

B. DEPOSITS

Debtor	Deposit Account
FENN LLC	Wintrust Bank Account Number 3803602301

SCHEDULE G

COMMERCIAL TORT CLAIMS

None.

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SCHEDULE H

SUPPLEMENT TO SECURITY AGREEMENT

THIS SUPPLEMENT TO SECURITY AGREEMENT (the "Supplement") is dated as of this ____ day of _____, from _____, a(n) _____ limited liability company (the "Debtor"), to Wintrust Bank N.A. (the "Secured Party").

PRELIMINARY STATEMENTS

A. The Debtor, certain of its affiliates, and the Secured Party are parties to that certain Security Agreement dated as of _____, 2020 (such Security Agreement, as the same may from time to time be amended, modified or restated, being hereinafter referred to as the "Agreement"). All capitalized terms used herein without definition shall have the same meanings herein as such terms are defined in the Agreement.

B. Pursuant to the Agreement, the Debtor granted to the Secured Party, 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 Secured Party'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 Obligations, whether now existing or hereafter arising, the Debtor does hereby grant to the Secured Party a continuing lien on and security interest in the Commercial Tort Claim described below:

2. ~~Schedule G (Commercial Tort Claims) to the 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 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 Secured Party under the Agreement.~~

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

4. No reference to this Supplement need be made in the Agreement or in any other document or instrument making reference to the Agreement, any reference to the Agreement in any of such items to be deemed a reference to the Agreement as supplemented hereby. The Debtor acknowledges that this Supplement shall be effective upon its execution and delivery by the Debtor to the Secured Party, and it shall not be necessary for the Secured Party 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 Illinois (without regard to principles of conflicts of law).

[INSERT NAME OF DEBTOR]

By
Name
Title