FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

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RECORDATION FORM COVER SHEET
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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [x] New 1-18-02
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [ ] License
- [x] Security Agreement
- [ ] Nunc Pro Tunc Assignment Effective Date Month Day Year
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Conveying Party [ ] Mark if additional names of conveying parties attached

Name: Forman Enterprises, Inc. Execution Date Month Day Year: 05 01 96

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [x] Corporation [ ] Association

[ ] Other

[x] Citizenship/State of Incorporation/Organization: Delaware

Receiving Party [ ] Mark if additional names of receiving parties attached

Name: PNC Bank, National Association

DBA/AKA/TA:

Composed of:

Address (line 1): Two PNC Plaza, 18th Floor

Address (line 2): 620 Liberty Avenue

Address (line 3): Pittsburgh (City) Pennsylvania (State/Country) 15222 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [ ] Association

[x] Other: Bank

[ ] Citizenship/State of Incorporation/Organization:

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

01/31/2002 TDIAZ1 00000281 75481432
01 FC:481 40.00 OP
02 FC:482 400.00 OP

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 412-562-1893

Name: Bryan H. Opalko

Address (line 1): Buchanan Ingersoll, P.C.

Address (line 2): 301 Grant Street, 20th Floor

Address (line 3): Pittsburgh, PA 15219

Address (line 4):

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 25

Trademark Application Number(s) or Registration Number(s)

[x] Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
75/481,432	75/559,215		2,128,571	1,358,148	2,486,494
75/629,017	75/559,216		2,289,980	763,167	2,445,513
75/559,217	75/559,245		2,255,536	2,486,495	2,474,772

Number of Properties

Enter the total number of properties involved. # 17

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 440.00

Method of Payment: Enclosed [x] Deposit Account [ ]

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: # 02-4553

Authorization to charge additional fees: Yes [x] No [ ]

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Bryan H. Opalko — Name of Person Signing

Bryan H. Opalko — Signature

12/18/01 — Date Signed

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

RECORDATION FORM COVER SHEET
CONTINUATION
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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached *(Designation must be a separate document from the Assignment.)*

☐ Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
			1,915,115		
			1,690,984		

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement"), made and entered into the 1st day of May, 1996, by and between FORMAN ENTERPRISES, INC., a Delaware corporation (the "Debtor") and BTM CAPITAL CORPORATION, a Delaware corporation (the "Secured Party").

BACKGROUND:

WHEREAS, the Debtor has requested the Secured Party to enter into a certain Credit Agreement of even date herewith (the "Credit Agreement") for the purpose of providing the Debtor with financing consisting of Revolving Credit Loans and Letters of Credit; and

WHEREAS, as an inducement to the Secured Party to enter into the Credit Agreement, and as security for the prompt and full payment and performance of the indebtedness and obligations of the Debtor under the Credit Agreement and the other Loan Documents, and such other indebtedness and obligations as more fully set forth herein, the Debtor has agreed to enter into this Agreement; and

WHEREAS, it is a condition precedent to the making of the Revolving Credit Loans and the issuance of Letters of Credit that the Debtor grant the Secured Party the security interests contemplated in this Agreement; and

WHEREAS, the Secured Party is not willing to enter into the Credit Agreement unless and until the Debtor enters into this Agreement upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and intending to be legally bound hereby, the Debtor and the Secured Party hereby covenant and agree as follows:

ARTICLE I. DEFINITIONS

Capitalized terms used in this Agreement (including those in the preamble, background, exhibits and schedules hereto) and not otherwise defined shall have the meaning ascribed thereto in the Credit Agreement unless the context otherwise clearly requires.

ARTICLE II. SECURITY INTEREST

Section 2.01. Creation of Security Interest. As security for the prompt and full payment and performance of the Secured Obligations (as hereinafter defined in Article III), the Debtor hereby assigns and pledges, and hereby creates and grants, to the Secured Party, a continuing lien on and security interest in and to all of the following items and types of properties, now owned or hereafter arising or acquired by the Debtor, wheresoever located,

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and all right, title and interest of the Debtor therein (collectively, the "Collateral"):

(i) All inventory, including, without limitation: (A) all goods, wares and merchandise, finished or unfinished, held for sale or lease or leased or furnished or to be furnished under contracts of service or used or consumed in the Debtor's business, including, without limitation, all men's and women's clothing apparels; (B) all raw materials, goods and work in process, parts, components, assemblies, supplies and materials (including, without limitation, wrapping, advertising, packaging and shipping materials) used or consumed in the Debtor's business; (C) all goods the sale or disposition of which has given rise to Accounts and which has been returned to, repossessed or stopped in transit by or on behalf of the Debtor; and (D) all rights of reclamation and stoppage in transit and rights of an unpaid seller of merchandise or services (all of the foregoing collectively being referred to as "Inventory");

(ii) All accounts and accounts receivable (including, without limitation, all rights to payment for goods sold or leased or for services rendered which are not evidenced by an instrument or chattel paper), instruments, documents, contracts, securities, credits, documents, letters of credit, chattel paper, notes, bills, drafts, acceptances, choses in action and causes of action (whether arising in contract, tort or otherwise and whether or not currently in litigation) and all other debts, obligations and liabilities in whatever form owing to the Debtor, documents of title, warehouse receipts, leases, investment accounts, deposit accounts, cash, money, contract rights, dividends, distributions, judgments, covenants, licenses, franchises, warranties, indemnities, partnership and joint venture interests and other rights, including all rights to the payment of money (all of the foregoing collectively being referred to as "Accounts"); and

(iii) All general intangibles, including, without limitation, customers lists, computer programs, computer records and discs, computer data, software intellectual property, tax refunds, tax refund claims, trademarks and trademark applications, trademark licenses, trade names, service marks, patents and patent applications, royalty agreements, license agreements and all letters of credit, guarantees, claims, security interests or other security held by or granted to the Debtor to secure payment due to the Debtor, all embodiments of any of the foregoing and all goodwill associated with any of the foregoing (all of the foregoing collectively being referred to as "General Intangibles").

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The Collateral includes all of the items described above in this Article II, whether now owned or hereafter at any time arising or acquired by the Debtor and wherever located, and includes all replacements, additions, accessions, substitutions, repairs, guaranties and securities therefor, proceeds and products relating thereto or therefrom, and all documents, records, ledger sheets and files of the Debtor relating thereto. Proceeds hereunder include: (i) whatever is now or hereafter received by the Debtor, in whatever form, upon the sale, exchange, collection or other disposition of any item of Collateral, whether such proceeds constitute Accounts or General Intangibles; (ii) any such items which are now or hereafter acquired by the Debtor with any proceeds of the Collateral; and (iii) any insurance now or hereafter payable by reason of loss or damage to any item of Collateral or any proceeds thereof, and all unearned refund premiums and dividends which may become payable under such policies of insurance and loss payments under such policies, which shall reduce the unearned premiums.

ARTICLE III. SECURED OBLIGATIONS

For purposes of this Agreement, "Secured Obligations" shall mean the Obligations (as defined in the Credit Agreement), including the payment of amounts that would become due but for the operation of the automatic stay provisions of § 362(a) of the Bankruptcy Code, 11 U.S.C. § 362(a). The Collateral and the liens and security interests granted therein to the Secured Party pursuant to this Agreement secure and shall hereafter secure the prompt and full payment and performance of all of the Secured Obligations.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES

The Debtor represents and warrants to the Secured Party as follows:

(i) The Debtor is (or to the extent that this Agreement states that the Collateral is to be acquired after the date hereof, will be) the sole owner of the Collateral except to the extent the Collateral is leased or licensed by the Debtor pursuant to leases or licenses with other Persons entered into in the ordinary course of business; the liens and security interests granted hereby to the Secured Party in the Collateral which can be perfected by the filing of Financing Statements will be perfected liens and security interests upon such filings having priority over all other Liens except Permitted Liens, and there are no other Liens in such Collateral or any portion thereof except Permitted Liens; and no financing statement, mortgage or deed of trust covering the Collateral or any portion thereof exists or is on

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file in any public office except those related to a Permitted Lien;

(ii) The schedules to the Credit Agreement (the "Disclosure Schedules") contain a complete list of, among other items, (A) current and former names utilized by the Debtor, (B) the chief executive office of the Debtor, (C) the office where the Debtor keeps its records concerning the Collateral, (D) each place of business of the Debtor, and (E) as to Inventory, Schedule 5.19 to the Credit Agreement contains a complete list of each location where Inventory is located. All information contained in the Disclosure Schedules is true, complete and correct in all material respects and the Debtor hereby acknowledges and agrees that the Secured Party and its legal counsel may fully rely upon the information contained therein as representations and warranties of the Debtor, the falsity of which may constitute a Default;

(iii) The Debtor has exclusive possession and control of all Inventory, and the Debtor has not and will not allow any of its contractors, processors or suppliers to have possession or control of any Inventory;

(iv) Except as required by the Loan Documents, no consent, authorization, approval, or other action by and no notice to or filing with, any Authority is required for (A) the grant by the Debtor of the Liens granted hereby or for the execution, delivery or performance of this Agreement by the Debtor, (B) the perfection or maintenance of the Liens created hereby which may be perfected by the filing of Financing Statements, or (C) the exercise by the Secured Party of any of its rights and remedies hereunder, except for the filing of Financing Statements necessary to perfect or continue the perfection of the security interests granted by this Agreement;

(v) This Agreement creates a valid security interest in the Collateral, and the filing of financing statements in the jurisdictions listed in the Disclosure Schedules perfects and establishes the first priority of those security interests (except for permitted Liens) in such Collateral which can be perfected by the filing of financing statements; and

(vi) Neither the execution and delivery of this Agreement by the Debtor, the consummation of the transactions herein contemplated or the fulfillment of the terms hereof will (A) result in a breach of any of the terms or provisions of, or constitute a default under, or constitute an event which, with notice or lapse

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of time or both will result in a breach of or constitute a default under, any agreement, indenture, mortgage, deed of trust, equipment lease, instrument or other document to which the Debtor is a party, or (B) conflict with any Law, except to the extent that any such breach, default, event or conflict would not have a Material Adverse Effect.

ARTICLE V. COVENANTS OF THE DEBTOR

The Debtor covenants and agrees to perform each of the covenants set forth below in this Article V unless specifically provided for otherwise in the Credit Agreement or this Agreement or the Secured Party shall otherwise give its prior written consent.

(i) The Debtor will defend the Collateral against all claims and demands of all Persons at any time claiming the same or any interest therein;

(ii) The Debtor will not change the location of its chief executive office or the office where it keeps its records concerning Accounts from the locations set forth in the Disclosure Schedules, nor will the Debtor move, or permit to be moved, the Collateral or any portion thereof to any location other than those set forth in the Disclosure Schedules;

(iii) The Debtor will not voluntarily or involuntarily change its name, identity or corporate structure;

(iv) The Debtor will, promptly upon request by the Secured Party, procure or execute and deliver any document (including, without limitation, mortgagee or landlord waivers with respect to any and all Inventory which is a part of the Collateral), give any notices, execute and file any financing statements, mortgages or other documents, all in form and substance satisfactory to the Secured Party, mark any chattel paper, deliver any chattel paper or instruments to the Secured Party and take any other actions which are necessary or, in the reasonable judgment of the Secured Party, desirable to perfect or continue the perfection and priority of the Secured Party's liens on and security interests in the Collateral, to protect the Collateral against the rights, claims or interests of any Person other than the Secured Party or to effect the purposes of this Agreement, and will pay all reasonable costs and expenses incurred in connection therewith;

(v) The Debtor will not, without the prior written consent of the Secured Party, in any way hypothecate or create or permit to exist any Lien on or other interest

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in the Collateral except Permitted Liens and those created by this Agreement, nor will the Debtor sell, transfer, assign, exchange or otherwise dispose of the Collateral except sales of Inventory in the ordinary course of business. If the proceeds of any such sale are notes, instruments or chattel paper, such proceeds shall be promptly delivered to the Secured Party to be held as part of the Collateral. If the Collateral, or any part thereof, is sold, transferred, assigned, exchanged or otherwise disposed of in violation of these provisions, the lien and security interest of the Secured Party shall continue in such Collateral or part thereof notwithstanding such sale, transfer, assignment, exchange or other disposition, and the Debtor will hold the proceeds thereof in a separate account for the Secured Party's benefit. The Debtor will, at the Secured Party's request, transfer such proceeds to the Secured Party in kind;

(vi) The Debtor will not enter into, modify or amend any existing or future contracts or agreements relating to the sale or disposition of the Collateral or any part thereof except those made in the ordinary course of business. Upon request from the Secured Party, the Debtor will provide the Secured Party with copies of all existing and hereafter created contracts and agreements and of all amendments and modifications thereto;

(vii) The Debtor will not, without the Secured Party's prior written consent, grant any extension of the time of payment of any Accounts, or compromise, compound or settle the same for less than the full amount thereof, release, in whole or in part, any Person liable for the payment thereof, or allow any credit or discount whatsoever thereon, except extensions, credits, discounts, compromises, settlements or releases granted or made in the ordinary course of business and involving Accounts having a value of $25,000 or less;

(viii) The Debtor will pay and discharge all taxes, assessments and governmental charges or levies against the Collateral prior to delinquency thereof and will keep the Collateral free of all unpaid charges whatsoever where the failure to make any of such payments could result in a Material Adverse Effect;

(ix) The Debtor will at all times be in material compliance with all Laws pertaining to the use or ownership of the Collateral;

(x) The Debtor will keep accurate and correct records of the Inventory, itemizing and describing the kind, type and quantity of Inventory, the Debtor's cost

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therefor and (where applicable) the current price list for such Inventory;

(xi) The Debtor will cause the Inventory to be kept insured at its own expense under one or more policies with such companies, in such amounts, and against such risks and liabilities as is ordinarily maintained by companies engaged in the same or similar businesses and similarly situated and as are satisfactory to the Secured Party in its sole discretion. Such policies shall include loss payable endorsements or such other mortgagee indemnity clauses in favor of the Secured Party as the Secured Party shall direct, and shall name the Secured Party as an additional insured. No such policy shall be subject to reduction or cancellation without thirty (30) days' prior written notice to the Secured Party and an original of such policy shall be delivered to the Secured Party. If the Debtor fails to effect and keep in full force and effect such insurance, or fails to pay the premiums when due, the Secured Party may, but shall not be obligated to, do so for the account of the Debtor and add the cost to the Secured Obligations. The Debtor assigns and sets over to the Secured Party all monies which may become payable on account of any insurance on the Collateral and direct the insurers to pay the Secured Party any amount so due. The Secured Party is irrevocably appointed attorney-in-fact of the Debtor to endorse any draft or check which may be payable to the Debtor in order to collect the proceeds of such insurance. The Secured Party may, in its sole and absolute discretion, turn over to the Debtor the proceeds of any such insurance collected by it on the condition that the Debtor apply such proceeds either (A) to the repair of damaged Collateral, or (B) to the replacement of destroyed Collateral with Collateral of the same or similar type and function and of at least equivalent value (in the sole judgment of the Secured Party), provided such replacement Collateral is made subject to the lien and security interest created by this Agreement and constitutes a perfected first priority lien on and security interest (except Permitted Liens) in such Collateral. Any balance of insurance proceeds remaining in the possession of the Secured Party after payment in full of the Secured Obligations shall be paid over to the Debtor;

(xii) The Debtor will, upon the Secured Party's request, deliver to the Secured Party records and schedules which show the status, condition and location of all Inventory. The Secured Party shall have the right to review and verify such records, schedules, notices and financial information, and the Debtor will reimburse the Secured Party for all costs incurred thereby;

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(xiii) If any Accounts arise out of a contract with the United States or any department, agency, or instrumentality thereof, the Debtor will immediately notify the Secured Party thereof in writing and execute any instruments and take any steps required by the Secured Party in order that all monies due and to become due under such contracts shall be assigned to the Secured Party and notice thereof given to the Government under the Federal Assignment of Claims Act;

(xiv) If any Accounts should be evidenced by promissory notes, trade acceptances, or other instruments for the payment of money, the Debtor will immediately deliver the same to the Secured Party, appropriately endorsed to the order of the Secured Party and, regardless of the form of such endorsement, the Debtor hereby waives presentment, demand, notice of dishonor, protest and notice of protest and all other notices with respect thereto;

(xv) Upon request from the Secured Party, the Debtor will execute and deliver to the Secured Party such financing statements, in form and substance satisfactory to the Secured Party, to assure the protection, perfection and enforcement of the Liens in the Collateral in favor of the Secured Party, and the Debtor will pay all filing fees and taxes related thereto. The Debtor further agrees that a carbon, photographic, facsimile or other reproduction of such financing statements or this Agreement shall be sufficient as a financing statement and may be filed as such. The Debtor hereby irrevocably appoints the Secured Party, their agents and employees, as attorney-in-fact for the Debtor to execute, deliver, file and record any such financing statements in the name of the Debtor at any time;

(xvi) To the extent the Debtor is permitted to do so, the Debtor will permit the Secured Party, at all reasonable times, with prior notice, to enter into and upon any premises where any of the Collateral or records with respect thereto are located for the purpose of inspecting the same, making copies of records, observing the use of any part of the Collateral, or otherwise protecting its security interest in the Collateral;

(xvii) The Secured Party shall have the right at any time to make any payments and do any other acts the Secured Party may deem reasonably necessary to protect its security interest in the Collateral, including, without limitation, the right to pay, purchase, contest or compromise any Lien which is prior to or superior to the liens and security interests granted hereunder, and appear in and defend any action or proceeding purporting

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to affect its security interest in the Collateral, and in exercising any such powers or authority, the right to pay all reasonable costs and expenses incurred in connection therewith, including attorney's fees. The Debtor hereby agree to reimburse the Secured Party for all such payments made and expenses incurred, which amounts shall be secured under this Agreement, and agrees it shall be bound by any payment made or act taken by the Secured Party hereunder. The Secured Party shall have no obligation to make any of the foregoing payments or perform any of the foregoing acts; and

(xviii) The Debtor hereby grants to the Secured Party for a term to commence on the date of this Agreement and continuing thereafter until all of the Secured Obligations are fully paid and discharged, the right to use all premises or places of business which the Debtor presently owns, leases or otherwise occupies or may hereafter own, lease or otherwise occupy and where any Collateral may be located, at a total rental for the entire period of $1.00. The Secured Party agrees not to exercise the foregoing right granted unless and until the Secured Party determines to exercise its rights against the Collateral;

ARTICLE VI. COLLECTIONS

Section 6.01. Deposit and Collection Accounts. The Debtor shall (i) cause all checks, drafts, cash, payments, proceeds, other remittances and the like in payment or on account of any Inventory and any other Collateral (collectively "Remittances") to be deposited directly by the Debtor in, at the Secured Party's direction, blocked or other accounts (collectively, the "Deposit Accounts") at a bank or banks selected by the Debtor and approved by the Secured Party, and (ii) cause all funds in the Deposit Accounts to be transferred to a collections account opened, maintained and designated by the Secured Party (the "Collections Account"), such transfer to be done by electronic transfer on the same day on which such funds were deposited in such Deposit Accounts. The Secured Party shall have sole dominion and control over all Remittances and other items deposited in the Collections Account, and such Remittances and items may be withdrawn only by the Secured Party, it being the intention of the parties hereto that the Debtor shall have no control over or withdrawal rights in respect of the Collections Account. The Secured Party may credit (conditional upon final collection) all Remittances received against the principal or interest of the Secured Obligations, provided, however, for purposes of computing interest, any items requiring clearance or payment shall not be considered to have been credited against the Secured Obligations until one (1) Business Day after receipt by the Secured Party of any such items. The order and method of such application shall be in the sole discretion of the Secured Party and any portion of such funds which the Secured

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Party elects not to so apply, or any funds remaining in the Collections Account after all outstanding Secured Obligations have been paid in full after such application, shall be paid over promptly from time to time by the Secured Party to the Debtor. In the event the Debtor receives any Remittances, the Debtor shall receive such Remittances in trust for the Secured Party and shall immediately deliver such Remittances to the Secured Party in the same form received except for the endorsement of the Debtor where necessary to permit collection of any Remittances, which endorsement the Debtor hereby agree to make; until delivered to the Secured Party, such Remittances shall not be commingled with the Debtor's other funds. Upon request of the Secured Party, the Debtor shall notify and direct each of its account debtors to make all Remittances directly to the Collections Account.

Section 6.02. Authority of Secured Party. The Debtor hereby irrevocably constitutes and appoints the Secured Party and any agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the name of the Debtor or in its own name to take any and all action and to execute any and all documents and instruments which the Secured Party, at any time and from time to time after the occurrence of a Default, deems necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, the Debtor hereby gives the Secured Party the power and right on behalf of the Debtor and in its own name to do any of the following at any time and from time to time after the occurrence of a Default, without notice to or the consent of the Debtor:

(i) to demand, sue for, collect, or receive in the name of the Debtor or in its own name, any money or property at any time payable or receivable on account of or in exchange for any of the Collateral and, in connection therewith, endorse checks, notes, drafts, acceptances, money orders, documents of title, or any other instruments for the payment of money under the Collateral or any policy of insurance;

(ii) to pay or discharge taxes, Liens, security interests, or other encumbrances levied or placed on or threatened against the Collateral;

(iii) to send requests for verification to account debtors and other obligors;

(iv) to notify post office authorities to change the address for delivery of mail of the Debtor to an address designated by the Secured Party and to receive, open and dispose of mail addressed to the Debtor;

(v) (A) to direct account debtors and any other parties liable for any payment under any of the

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Collateral to make payment of any and all monies due and to become due thereunder directly to the Secured Party or as the Secured Party shall direct; (B) to receive payment of and receipt for any and all monies, claims, and other amounts due and to become due at any time in respect of or arising out of any Collateral; (C) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against any Debtor, assignments, proxies, stock powers, verifications and notices in connection with an account and other documents relating to the Collateral; (D) to commence and prosecute any suit, action, or proceeding at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (E) to defend any suit, action, or proceeding brought against the Debtor with respect to any Collateral; (F) to settle, compromise or adjust any suit, action, or proceeding described above and, in connection therewith, to give such discharges or releases as the Secured Party may deem appropriate; (G) to exchange any of the Collateral for other property upon any merger, consolidation, reorganization, recapitalization, or other readjustment of the issue thereof and, in connection therewith, deposit any of the Collateral with any committee, depositary, transfer agent, registrar, or other designated agency upon such terms as the Secured Party may determine; (H) to add or release any guarantor, endorser, surety, or other party to any of the Collateral; (I) to renew, extend, or otherwise change the terms and conditions of any of the Collateral; (J) to insure, and to make, settle, compromise, or adjust claims under any insurance policy covering any of the Collateral; and (K) to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Secured Party were the absolute owner thereof for all purpose, and to do, at the Secured Party's option and the Debtor's expense, at any time, or from time to time, all acts and things which the Secured Party deems necessary to protect, preserve, or realize upon the Collateral and the Secured Party's security interest therein.

This power of attorney is a power coupled with an interest and shall be irrevocable. The Secured Party shall be under no duty to exercise or withhold the exercise of any of the rights, power, privileges, and options expressly or implicitly granted to the Secured Party in this Agreement, and shall not be liable for any failure to do so or any delay in doing so. The Secured Party shall not be liable for any act or omission or error of judgment or any notice of act or law in its individual capacity or in its capacity as attorney-in-fact except acts or omissions resulting from its willful misconduct or gross negligence. This power of attorney is

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conferred on the Secured Party to protect, preserve, and realize upon its lien and security interest in the Collateral. The Secured Party shall not be responsible for any decline in the value of the Collateral, be required to take any steps to preserve rights against prior parties or to protect, preserve, or maintain any security interest given to secure the Collateral.

ARTICLE VIII. DEFAULTS AND REMEDIES

Section 8.01 Defaults. The occurrence of any one or more of the following events or conditions shall constitute a default under this Agreement (a "Default"):

(i) The occurrence of an Event of Default under the Credit Agreement.

(ii) The Debtor fails to pay any Indebtedness or perform any obligation or covenant required to be performed by it in accordance with the terms and conditions of this Agreement after the expiration of any applicable grace period.

(iii) The Debtor makes or has made or furnishes or has furnished any warranty, representation or statement to the Secured Party in connection with this Agreement, or any other agreement to which it and the Secured Party are parties, which is or was false or misleading in any material respect when made or furnished.

(iv) The Collateral, or any substantial portion thereof, is lost, stolen, confiscated, impaired of value, destroyed or damaged, due to causes not fully insured against by the Debtor.

Section 8.02 Remedies. Upon the occurrence of a Default, the Secured Party may, at its option, without notice to or demand upon the Debtor, do any one or more of the following:

(i) Declare all of the Secured Obligations immediately due and payable.

(ii) Exercise any or all of the rights and remedies provided for by the Uniform Commercial Code (the "Code") of the state or states having jurisdiction with respect to all or any portion of the Collateral from time to time, specifically including, without limitation, the right to recover attorneys' fees and other expenses incurred by the Secured Party in the enforcement of this Agreement or in connection with the Debtor's redemption of the Collateral.

(iii) Require the Debtor to assemble the Collateral or any part thereof and make it available at one or more

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places as the Secured Party may designate, and to deliver possession of the Collateral or any part thereof to the Secured Party, who shall have full right to enter upon any or all of the Debtor's premises and property to exercise the Secured Party's rights hereunder.

(iv) Use, manage, operate and control the Collateral and the Debtor's business and property to preserve the Collateral or its value, including, without limitation, the right to take possession of all of the Debtor's premises and property, to exclude the Debtor and any third parties, whether or not claiming under the Debtor, from such premises and property, to make repairs, replacements, alterations, additions and improvements to the Collateral and to dispose of all or any portion of the Collateral in the ordinary course of Debtor's business.

(v) Use, in connection with any assembly, use or disposition of the Collateral, any trademark, trade name, trade style, copyright, patent or technical knowledge or process used or utilized by the Debtor.

(vi) Enforce one or more remedies hereunder, successively or concurrently, and such action shall not operate to estop or prevent the Secured Party from pursuing any other or further remedy which it may have, and any repossession or retaking or sale of the Collateral pursuant to the terms hereof shall not operate to release the Debtor until full and final payment of any deficiency has been made in cash. The Debtor shall reimburse the Secured Party upon demand for, or the Secured Party may apply any proceeds of the Collateral to, the costs and expenses (including attorneys' fees, transfer taxes and any other charges) incurred by the Secured Party in connection with any sale, disposition or retention of any Collateral hereunder.

(vii) In connection with any public or private sale under the applicable Code, the Secured Party shall give the Debtor at least five (5) days' prior written notice of the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made, which shall be deemed to be reasonable notice of such sale or other disposition. Such notice may be mailed to the Debtor at the address set forth in this Agreement for delivery of notices. Further, in the event of any public sale hereunder, the Secured Party shall exhibit the Collateral for a reasonable period of time not later than the day before such sale is to take place, and, if practicable, shall exhibit the Collateral at the time and place of such sale; provided, however, that the Secured

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Party shall have no obligation to exhibit any part of the Collateral at or prior to the sale thereof, if, at the time of default, such Collateral is in the Debtor's possession or under its control, and if the Secured Party sends the Debtor a written demand for possession thereof under clause (iii) of Section 8.02 and the Debtor fails to comply with such demand at least three (3) days prior to the date set for sale of such Collateral.

(viii) Proceed by an action or actions at law or in equity to recover the Secured Obligations or to foreclose under this Agreement and sell the Collateral, or any portion thereof, pursuant to a judgment or decree of a court or courts of competent jurisdiction.

(ix) In the event the Secured Party recovers possession of all or any part of the Collateral pursuant to a writ of possession or other judicial process, whether prejudgment or otherwise, the Secured Party may thereafter retain, sell or otherwise dispose of such collateral in accordance with this Agreement or the applicable Code, and following such retention, sale or other disposition, the Secured Party may voluntarily dismiss without prejudice the judicial action in which such writ of possession or other judicial process was issued. The Debtor hereby consents to the voluntary dismissal by the Secured Party of such judicial action, and the Debtor further consents to the exoneration of any bond which the Secured Party filed in such action.

ARTICLE IX. MISCELLANEOUS PROVISIONS

Section 9.01 Notices. Any notice or consent required or permitted by this Agreement shall be in writing and shall be delivered in the manner and to the addresses specified in the Credit Agreement for delivery of notice. All notices shall be deemed effective at the times specified in the Credit Agreement based upon the means of delivery.

Section 9.02 Headings. The various headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

Section 9.03 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania without giving effect to its conflict of laws principles.

Section 9.04 Amendments. This Agreement or any provision hereof may be changed, waived, or terminated only by a statement in writing signed by the party against which such change, waiver or termination is sought to be enforced.

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Section 9.05 No Waiver. No delay in enforcing or failure to enforce any right under this Agreement by the Secured Party shall constitute a waiver by the Secured Party of such right. No waiver by the Secured Party of any default hereunder shall be effective unless in writing, nor shall any waiver operate as a waiver of any other default or of the same default on a future occasion.

Section 9.06 TIME OF THE ESSENCE. TIME IS OF THE ESSENCE IN EACH PROVISION OF THIS AGREEMENT OF WHICH TIME IS AN ELEMENT.

Section 9.07 Binding Agreement. All rights of the Secured Party hereunder shall inure to the benefit of its successors and assigns. The Debtor shall not assign any of its interest under this Agreement without the prior written consent of the Secured Party. Any purported assignment inconsistent with this provision shall, at the option of the Secured Party, be null and void.

Section 9.08 Entire Agreement. This Agreement and the other Loan Documents are intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms and conditions thereof. Acceptance of or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

Section 9.09 Attorneys' Fees. In any action or proceeding brought to enforce any provision of this Agreement, or to seek damages for a breach of any provision hereof, or where any provision hereof is asserted as a defense, the Debtor shall pay the Secured Party's attorneys' fees in addition to any other remedy available under this Agreement.

Section 9.10 Severability. If any provision of this Agreement should be found to be invalid or unenforceable, all of the other provisions shall nonetheless remain in full force and effect to the maximum extent permitted by law.

Section 9.11 Survival of Provisions. All representations, warranties and covenants of the Debtor contained herein shall survive the execution and delivery of this Agreement, and shall terminate only upon the full and final payment and performance by the Debtor of the Secured Obligations.

Section 9.12 Set-off. The Secured Party shall have the right, at any time, to set off any indebtedness or obligation of the Debtor to the Secured Party against any indebtedness or obligation of the Secured Party to the Debtor, without notice to or demand upon the Debtor and whether or not any such indebtedness or obligations are liquidated or mature at the time of such offset. The Secured Party's right of offset hereunder shall be in addition

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to and not in limitation of any other rights or remedies which may exist in favor of the Secured Party.

Section 9.13 Authority of the Secured Party. The Secured Party shall have and be entitled to exercise all powers hereunder which are specifically delegated to the Secured Party by the terms hereof, together with such powers as are reasonably incident thereto. The Secured Party may perform any of its duties hereunder or in connection with the Collateral by or through agents or employees and shall be entitled to retain counsel to act in reliance upon the advice of counsel concerning all such matters. Neither the Secured Party nor any director, officer, employee, attorney or agent of the Secured Party shall be liable to the Debtor for any action taken or omitted to be taken by it or them hereunder, except for its or their own gross negligence or willful misconduct; nor shall the Secured Party be responsible for the validity, effectiveness or sufficiency hereof or of any document or security furnished pursuant hereto. The Secured Party shall be entitled to rely on any communication, instrument or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons. Debtor agrees to indemnify and hold harmless the Secured Party and/or any such other person from and against any and all costs, expenses (including attorneys' fees), claims or liability incurred by the Secured Party or such other persons hereunder, unless such claim or liability shall be due to willful misconduct or gross negligence on the part of the Secured Party or such other person.

Section 9.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same agreement.

Section 9.15 Termination of Agreement. This Agreement shall continue in force so long as any portion of the Secured Obligations remain unpaid. If the Secured Party receives any payment or payments on account of the Indebtedness which payment or payments or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver, or any other party under the Bankruptcy Code, 11 U.S.C. §101 et. seq., as amended, or any other state or federal law, common law or equitable doctrine, then to the extent of any sum not finally retained by the Secured Party, the Debtor's obligations to the Secured Party shall be reinstated and this Agreement, and any security therefor, shall remain in full force and effect (or be reinstated) until payment shall have been made to the Secured Party, notwithstanding termination of this Agreement or the cancellation of any note, instrument or agreement evidencing the Secured Obligations, and such payment shall be due on demand by the Secured Party. If any action or proceeding seeking such repayment is pending or, in the Secured Party's sole judgment, threatened, this Agreement and any security therefor shall remain

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in full force and effect notwithstanding that the Debtor may not be obligated to the Secured Party.

Section 9.16 Sealed Document. This Agreement is intended as a document under seal.

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

DEBTOR:

ATTEST:

FORMAN ENTERPRISES, INC.

Secretary
(Corporate Seal)

BY: Brett D. Forman

TITLE: Vice President

SECURED PARTY:

BTM CAPITAL CORPORATION

BY: William R. Forbes Jr.

TITLE: Sr VP

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STATE OF Pennsylvania)
) SS:
COUNTY OF Allegheny)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, personally appeared Bret D. Forman who acknowledged himself to be the Vice President of **FORMAN ENTERPRISES, INC.**, and as such Vice President, being authorized to do so, executed the foregoing Security Agreement for the purposes therein contained by signing the name of such corporation by himself as Vice President of such corporation.

WITNESS my hand and notarial seal this 1st day of May, 1996.

Dawn K. Sweeny
Notary Public

My commission expires:

Notarial Seal
Dawn K. Sweeny, Notary Public
Pittsburgh, Allegheny County
My Commission Expires April 1, 2000
Member, Pennsylvania Association of Notaries

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AMENDMENT NO. 1 TO SECURITY AGREEMENT

This Amendment is made as of October 15, 1998 to that certain Security Agreement dated as of May 1, 1996 (the "**Security Agreement**") between FORMAN ENTERPRISES, INC., a Delaware corporation (the "**Borrower**"), and PNC BANK, NATIONAL ASSOCIATION, as assignee of BTM Capital Corporation.

PREAMBLE

A. The Borrower and PNC, as assignee of BTM Capital Corporation, are parties to that certain Credit Agreement dated as of May 1, 1996, as amended by a First Amendment to Credit Agreement dated as of February 4, 1997, a Second Amendment to Credit Agreement dated as of May 23, 1997 and a Third Amendment to Credit Agreement dated as of July 1, 1998 (as so amended, the "**Prior Credit Agreement**").

B. The Prior Credit Agreement has been amended and restated pursuant to an Amended and Restated Credit Agreement of even date herewith (as the same may be amended, the "**Credit Agreement**") among the Borrower, the Lenders under and as defined therein (the "**Lenders**") and PNC, as agent for the Lenders (the "**Agent**").

C. In connection with the execution and delivery of the Credit Agreement, it is necessary to amend the Security Agreement in the manner hereinafter set forth.

Therefore, the parties agree as follows with the intent to be legally bound.

AGREEMENT

1. Amendments to Security Agreement.

(a) The Security Agreement is hereby amended by changing the definition of the defined term "Secured Party" as follows:

(i) as used in Section 2.01, the term "Secured Party" means "the Agent, for the benefit of the Lenders";

(ii) as used in the introduction to Article IV, the term "Secured Party" means "the Agent and the Lenders";

(iii) as used in paragraph (xi) of Article V, the term "Secured Party" means (A) "the Agent and the Lenders" where it appears in the first sentence and the seventh sentence and (B) "the Agent, for the benefit of the Lenders" where it appears in the fifth sentence;

(iv) as used in Section 9.12, the term "Secured Party" means "the Agent and/or each Lender"; and

(v) in all other circumstances the term "Secured Party" means "the Agent".

(b) The first recital in the Security Agreement is hereby deleted in its entirety and replaced with the following:

> WHEREAS, the Debtor, the Secured Party and the Lenders under and as defined therein are parties to an Amended and Restated Credit Agreement dated as of October 15, 1998 (as the same may be amended, the "Credit Agreement").

(c) Section 9.15 of the Agreement is hereby amended by adding the words "and the Lenders have any obligations under the Credit Agreement" to the end of the first sentence thereof.

2. Effect of Amendment. The terms and provisions of this Amendment shall modify and supersede all inconsistent terms and provisions of the Security Agreement and shall not be deemed to be a consent to the modification or waiver of any other term or condition of the Security Agreement. Except as expressly modified and superseded by this Amendment, the terms and provisions of the Security Agreement are ratified and confirmed and shall continue in full force and effect. From and after the date hereof, the term "Security Agreement" as used in any of the Loan Documents shall mean the Security Agreement as amended hereby.

3. Miscellaneous. This Amendment: (a) may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument; (b) contains the entire agreement of the parties with respect to the transactions contemplated hereby and supersedes all prior written and oral agreements, and all contemporaneous oral agreements, relating to such transactions; (c) shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania; and (d) shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns.

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SIGNATURE PAGE TO
AMENDMENT NO. 1 TO SECURITY AGREEMENT

FORMAN ENTERPRISES, INC.

By: _____
Kenneth D. Durrett
Vice President

PNC BANK, NATIONAL ASSOCIATION,
in its individual capacity and as Agent for
the Lenders

By: _____
Wallace G. Clements
Vice President

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CERTIFICATION

I hereby certify that the Security Agreement between Forman Enterprises, Inc. and PNC Bank, National Association is a true and exact copy of the original Security Agreement.

December 18, 2001
Date

Angelina F. Beyerl
Notary Public

Notarial Seal
Angelina F. Beyerl, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Sept. 24, 2004
Member, Pennsylvania Association of Notaries